

**2nd Regular Session  
Mayor and City Council  
December 20, 2016  
Agenda**

---

**7:00 PM - December 20, 2016 - REGULAR SESSION** -*Council Chamber*

**I. CALL TO ORDER**

Mayor Robert E. Bruchey, II

**II. INVOCATION**

Mayor Robert E. Bruchey, II

**III. PLEDGE TO THE FLAG**

**IV. ANNOUNCEMENTS**

- A. Rules of Procedure - Adopted December 20, 2016
- B. Use of cell phones during meetings is restricted.
- C. All use of correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule
  - 1. Tuesday, January 10, 2017 - Work Session at 4:00 p.m.
  - 2. Tuesday, January 17, 2017 - Work Session at 4:00 p.m.
  - 3. Tuesday, January 24, 2017 - Work Session at 4:00 p.m.
  - 4. Tuesday, January 31, 2017 - Regular Session at 7:00 p.m.

**V. GUESTS**

Certificate of Appreciation to Michael Barnhart

**VI. CITIZEN COMMENTS**

**VII. PUBLIC HEARINGS**

ZM-2016-03: Conversion District Amendment - Jeffrey Crampton, 901 Pope Avenue

**VIII. CITY ADMINISTRATOR'S COMMENTS**

**IX. MAYOR AND COUNCIL COMMENTS**

**X. MINUTES**

(November 1, 2016; November 15, 2016; November 22, 2016)

**XI. CONSENT**

**A. Fire**

- 1. Emergency Repairs to Ladder Truck 11 - Red Storm (Gainesville, VA) \$21,999.03

**B. Parks and Engineering**

1. Program Open Space Application

**A. Public Works**

1. Change Order to Install Additional Roofing at Elizabeth Hager Center - USA Construction Services, Inc. (Beltsville, MD) \$131,533.00
2. Purchase of Ford F550 Dump Truck with Salt Spreader and Snow Plow - Keystone Ford (Chambersburg, PA) \$88,403.00

**XII. UNFINISHED BUSINESS**

- A. Approval of an Ordinance: 2015A and 2015B Bond Reprogramming

**XIII. NEW BUSINESS**

- A. Adoption of Rules of Procedure
- B. Introduction of an Ordinance: Conversion District Amendment, 901 Pope Avenue
- C. Introduction of an Ordinance: Quit Claim of Portion of Alley 4-48
- D. Approval of a Resolution: Street Acceptance: Portion of Meridian Drive
- E. Approval of a Resolution: Rental Contract with the National Institute of Standards and Technology (NIST) for Portion of 14 N. Potomac Street
- F. Approval of a Contract: Dredging City Park Lower Lake - Edwin A. and John O'Crandell, Inc. (West River, MD) \$1,091,371.00
- G. Acceptance of a Donation of a Vehicle from the Narcotics Task Force to Hagerstown Police Department
- H. Approval of Relocation of Hagerstown Fire Department Truck 1

**XIV. ADJOURN**

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

---

**Topic:**

Mayor Robert E. Bruchey, II

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Mayor Robert E. Bruchey, II

**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 December 20, 2016

**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 use of 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

1. Tuesday, January 10, 2017 - Work Session at 4:00 p.m.
2. Tuesday, January 17, 2017 - Work Session at 4:00 p.m.
3. Tuesday, January 24, 2017 - Work Session at 4:00 p.m.
4. Tuesday, January 31, 2017 - 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:**

Certificate of Appreciation to Michael Barnhart

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

ZM-2016-03: Conversion District Amendment - Jeffrey Crampton, 901 Pope Avenue

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Zm201603\_PublicHearing\_Memo\_12-15-16.pdf

**Description**

Memo, Staff Report,  
Application, Map



# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: December 15, 2016

SUBJECT: ZM-2016-03: Conversion District Amendment – Jeffrey Crampton, 901 Pope Avenue

### **Mayor and City Council Action Requested**

A Public Hearing has been scheduled for the December 20<sup>th</sup> Regular Session for the proposed Conversion District amendment for 901 Pope Avenue. Following the Hearing, Staff requests the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning. Staff will also bring this rezoning back at a Work Session in January for follow-up and direction.

### **Proposal**

The owner and applicant, Jeffrey Crampton, has filed an application to amend the Conversion District and add to the list of approved uses for the property in order to make the property more flexible for re-use. An amendment to a Conversion District is processed as a rezoning. Uses below are listed as written in the Land Management Code; however, the text in CAPITAL LETTERS in #2 was specifically added for this application). The proposed uses are as follows:

1. Tanning and Depilatory Salons (812199)
2. Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult businesses – up to 5,000 square feet in net floor area per business. This provision shall also include retail bakeries (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere THE ZONING ORDINANCE shall prevail. NO MORE THAN ONE SUCH USE SHALL BE PERMITTED IN THIS CONVERSION DISTRICT. (Note: This is recommended due to the limited amount of parking on-site)
3. Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments
4. Visual and Performing Arts Studios
5. Catering kitchens, for reparation of food for off-site delivery and associated office and storage use (722320)
6. Professional, scientific & technical services (54), except veterinary services
7. Fitness and Recreational Sports Centers
8. Artist Live-Work Space in large former commercial, industrial or institutional buildings
9. Personal and household goods repair and maintenance (8114)

At its November 9<sup>th</sup> meeting, the Planning Commission recommended to the Mayor & City Council approval of the Conversion District overlay amendment, subject to the following site plan condition: *Any trash dumpsters, existing or proposed, that are located along the Pope Avenue side of the building be provided with dumpster enclosures in accordance with the requirements of the Ordinance.*

**Staff Recommendation**

At the December 20<sup>th</sup> Regular Session, following the Public Hearing, Staff recommends holding the record open for 10 days and introducing the Ordinance for the rezoning amendment. This would expedite the rezoning process by one month while still allowing for public review and comment.

**Action Dates**

December 20 – Public Hearing  
December 20 – Introduction of Rezoning  
January 17 – Follow-up Discussion with Staff in Work Session  
January 31 – Approve or Deny Rezoning

Attachments: Application, Staff Report, Vicinity Map

C: Kathleen Maher, Director, PCAD





# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## City of Hagerstown

### Conversion District Overlay Zoning Amendment Request

ZM-2016-03: 901 Pope Avenue

### Staff Analysis

<b>Applicant/Owner:</b>	Jeffrey Crampton 261 Frederick Street Hagerstown, MD 21740
<b>Request:</b>	Amend existing Conversion District overlay to permit additional uses within existing building
<b>Location:</b>	901 Pope Avenue
<b>Existing Use:</b>	Mixed-use building (residential and business offices), formerly an industrial building
<b>Lot Area:</b>	3 acres
<b>Building Size:</b>	136,961 square feet
<b>Existing Zoning:</b>	Industrial Restricted (IR) zoning, with Conversion District overlay zone

### Analysis

The purposes of this district are to stimulate the adaptive reuse of existing, nonresidential, multi-story structures, to maintain and increase the City's assessable base, to expand business and employment opportunities, and to protect residential neighborhoods from excessive traffic odors, fumes, noise, and light. The Conversion District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics through the commitment to an approved development concept plan. Such structures must be in existence prior to October 1, 1956.

Staff comments are in bold italics.

### Site and Zoning History:

The property is located at 901 Pope Avenue and is situated south of Rose Hill Cemetery and east of a CSX railroad line. The property is approximately 3 acres in size and was built as an industrial use around 1890. The property was originally zoned Industrial Restricted (IR) in 1977 and still carries that underlying classification today.

In 1991, the property was approved for a Conversion District Overlay to allow office uses in the existing building with the intent of "providing a transition between the industrial district and residential district to the east".

In 1998, the Conversion District Overlay for this property was amended to convert existing office spaces into 12 residential units.

According to the 2016 *Polk City Directory*, the property currently contains residential apartments, as well as approximately 11 businesses.

### Zoning Proposal:

The owner and applicant, Jeffrey Crampton, has filed an application to amend the Conversion District overlay and add to the list of approved uses (and corresponding NAICS codes) for the property in order to make the property more flexible for re-use. Uses below are listed as written in the Land Management Code; however, the text in CAPITAL LETTERS in #2 was specifically added for this application). The proposed uses are as follows:

1. Tanning and Depilatory Salons (812199)
2. Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult businesses – up to 5,000 square feet in net floor area per business. This provision shall also include retail bakeries (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in this chart THE ZONING ORDINANCE shall prevail. NO MORE THAN ONE SUCH USE SHALL BE PERMITTED IN THIS CONVERSION DISTRICT.
3. Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments
4. Visual and Performing Arts Studios
5. Catering kitchens, for preparation of food for off-site delivery and associated office and storage use (722320)
6. Professional, scientific & technical services (54), except veterinary services
7. Fitness and Recreational Sports Centers
8. Artist Live-Work Space in large former commercial, industrial or institutional buildings
9. Personal and household goods repair and maintenance (8114)

### The Land Management Code lists general requirements for the establishment of a Conversion Overlay District (Article IV, Section J.2.e.):

1. The area proposed for a conversion district shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of property included in the development plan. **The application has been filed by Jeff Crampton, the owner of the property.**
2. The development shall be for an existing, nonresidential structure containing at least two floors within which all proposed uses, except parking, will be contained. **The building is at least two floors tall.**
3. The owners or developers must indicate that they plan to begin construction of the development within two years after final approval. If construction does not begin within two years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the

developer and agreed to by the Planning Commission. ***If no development occurs within two (2) years of final approval, and the applicant fails to request an extension, this amendment to the existing conversion overlay is no longer valid.***

4. A site plan in accordance with Section S. for entire area to be utilized shall be reviewed and approved by the Planning Commission prior to the use of the property. ***The applicant will need to submit a site plan prior to newly-allowed uses being occupied by the building.***
5. A concept plan, as required in Subsection f, (2), below, shall be submitted with the application for a conversion district. ***A concept plan is attached to the rezoning application.***

#### Height (Section J.2.g.)

The height of any approved additions shall be in accordance with the height limitation of the base zoning district. ***The maximum height allowed in IR zoning is 60 feet. The height of the existing building does not exceed 60 feet.***

#### Off-Street Parking (Section J.2.h.)

Off-street parking shall be as required under Section O, except that during review of the site plan, the Planning Commission may permit variation from the number of spaces required, provided such variation relates to the shared use of the parking spaces and is consistent with the approved conversion district concept plan and the special design requirements of this district. ***There are currently +/- 44 parking spaces provided on the property.***

#### Special Design Requirements (Section J.2.i.)

1. In a residential district, commercial uses shall only be allowed when mixed with residential uses unless otherwise approved by the Mayor and City Council. The total floor area used by all commercial uses, whether principal permitted or by special exception, shall not exceed 50% of the existing structure's gross floor area, unless otherwise approved by the Mayor and City Council. In commercial and industrial districts, residential uses are only permitted when mixed with non-residential uses. ***Not applicable, property is not located within residential zoning district.***
2. Additions shall be designed consistent with the architectural theme of the structure and shall be located in the space least visible to the general public. ***None proposed.***
3. The CL maximum square footage requirements for retail trade and restaurants shall only apply where the underlying zoning district is Residential or CL. ***Not applicable, property is not located within residential or CL zoning districts.***

#### Lot Area Requirements (Section J.2.j)

1. The minimum lot area for a Conversion District shall be 20,001 square feet. ***The property is approximately 3 acres in area. The size of the building is approximately 136,961 square feet.***

#### OTHER CONSIDERATIONS AND REQUIREMENTS:

##### Compatibility of Existing and Proposed Development.

***This proposal is to amend the Conversion District overlay and add to the list of approved uses for the property in order to make the property more flexible for re-use. The additional uses are listed***

***above under “Zoning Proposal” The building has traditionally been an industrial building which was converted to a mixed use building with offices and residential (along with uses permitted in the underlying IR zoning). The additional uses as proposed should have minimal impact on the property, and no compatibility issues are anticipated.***

#### Population Change

***Not applicable.***

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

***Water and wastewater service currently exist.***

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

***The building fronts on Pope Avenue, which is functionally classified as a Local Street and carries less than 2,500 trips per day. On-street parking exists on both sides of Pope Avenue, in addition the existing parking provided on the property. However, it is assumed that some of the on-street parking on the east side of Pope Avenue is used by the adjacent single- and two-family dwellings.***

#### Relationship to the Comprehensive Plan.

***The 2008 Comprehensive Plan identifies this property and adjacent properties to the north, south, and west as “Commercial General” future land use. Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers.***

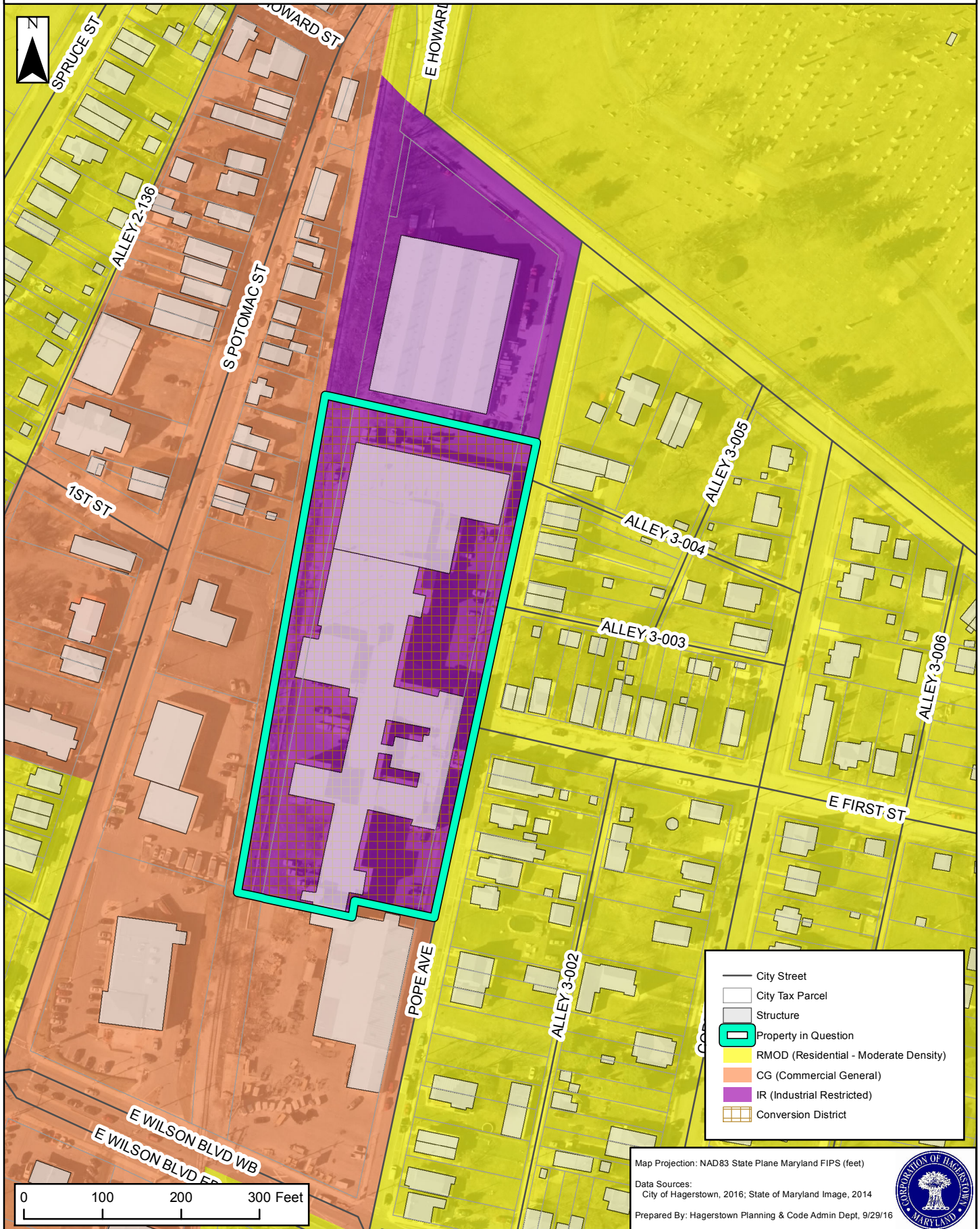
***The property has a Conversion District overlay which is consistent with the Comprehensive Plan’s recommendations to making buildings more attractive for adaptive reuse (Action 8-7) and creating more flexibility to the Conversion District overlay zone (Action 8-2).***

#### Planning Commission Recommendation:

***On 11/9/2016, the Planning Commission voted to recommend approval, with the following site plan condition: any trash dumpsters, existing or proposed, that are located along the Pope Avenue side of the building be provided with dumpster enclosures in accordance with the requirements of the Ordinance.***



# ZM-2016-03: Conversion District Amendment - 901 Pope Ave



# HAGERSTOWN DEPARTMENT OF PLANNING

Hagerstown, Maryland

## REZONING APPLICATION AND REVIEW CHECKLIST

**SUBMISSION REQUIREMENTS: THIS ORIGINAL AND SEVENTEEN (17) COPIES OF THIS FORM, WITH A COPY OF THE REZONING EXHIBIT AND ANY OTHER SUBMITTED MATERIALS ATTACHED TO THIS FORM AND EACH OF THE REQUIRED COPIES. This application will not be accepted for processing unless the checklist found on the remaining sheets of this form is completed.**

**EFFECTIVE JANUARY 1, 2004, NO REZONING APPLICATION WILL BE ACCEPTED FOR PROCESSING UNLESS ACCOMPANIED BY A COMPLETED COPY OF THIS REVIEW CHECKLIST FORM**

Munis # 2016 2670

For Planning Department Use Only

Rezoning Case File ZM- 2016- 03

Accepted:

SUBDIVISION NAME: \_\_\_\_\_

SECTION: \_\_\_\_\_

DEED REFERENCE: \_\_\_\_\_ LIBER: \_\_\_\_\_ FOLIO: \_\_\_\_\_

ZONING DISTRICT: IR w/ Conversion  
over write

LOCATION OF PROPERTY: 901 Pope Ave Hbg. MD. 21740

TRACT SIZE: \_\_\_\_\_

RELATED PLANNING DEPARTMENT FILE REFERENCES (SITE PLANS, PRELIMINARY PLATS, BZA CASES):  
(If none, state so)

PROPOSED USE (NUMBER AND TYPES OF DWELLINGS, AREA & USE OF COMMERCIAL & INDUSTRIAL BLDGS.):

Amend the existing conversion district to permit additional uses (see attached list)

ENG./SURVEY COMPANY: \_\_\_\_\_ PROJECT CONTACT PERSON: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

DEVELOPER: Jeffrey N. Crampton PROJECT CONTACT PERSON: Jeff Crampton

MAILING ADDRESS: 2061 Frederick St. Hagerstown, MD. 21740

TELEPHONE: (301) 739-0933 FAX: (301) 745-4225 E-MAIL: \_\_\_\_\_

OWNER OF PROPERTY: (301) 573-4175 Jeffrey N. Crampton

MAILING ADDRESS: Same ↑

TELEPHONE: Same ↑ FAX: Same ↑ E-MAIL: \_\_\_\_\_

This Chart for Staff Use Only	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	3 <sup>rd</sup> Review
Date Accepted for Processing:			
Review Date:			
Returned to Design Firm on:			

Form version: 3.0. - Date of last revision: September, 2008.

# INSTRUCTION TO ENGINEER/SURVEYOR:

In the column marked "Engineer/Surveyor", identify each page which the required item appears on the plan. For items that appear on each page of the plan, use "All". If not applicable, provide a note on the plan stating this and list in the column below the page of the plan on which the note is located. Individual requirements may be waived by the Planning Department for landmark designation overlays.

Ordinance Requirements	Engineer/ Surveyor	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	<div>REVIEW KEY</div> <div> <div>✓</div> <div>I</div> <div>N/A</div> <div>U</div> <div>OK</div> <div>Incomplete</div> <div>Not Applicable</div> <div>Unacceptable</div> </div>
Sheet size: 24" x 36"				
Scale shown and labeled				
North arrow				
Copy of deed or deeds and purchase option (if applicable)				
Owner authorization, if different than applicant				
Vicinity map with scale of 1" = 2,000' or greater				
Vic. map shows municipal boundaries				
TITLE BLOCK				
Name and address of land owner				
Name, address and telephone number of engineer/surveyor				
City tax map number (1 - 77)				
Current zoning district				
Proposed zoning district				
Election district				
Original drawing date				
Subsequent revision dates				
Location (address, city, state)				
Tract area				
Area of parcels where multiple parcels comprise tract to be rezoned				
Plan shows remaining lands of tract				
Plan shows owners, their addresses of record, and zoning of adjoining lands (see end of checklist)				
Boundary of tract to be rezoned shown in heavy solid line				
All existing buildings within tract, with addresses and current use				
All existing easements on tract				
Width of ex. utility rights of way				

**INSTRUCTION TO ENGINEER/SURVEYOR:**

In the column marked "Engineer/Surveyor", identify each page which the required item appears on the plan. For items that appear on each page of the plan, use "All". If not applicable, provide a note on the plan stating this and list in the column below the page of the plan on which the note is located. Individual requirements may be waived by the Planning Department for landmark designation overlays.

Ordinance Requirements	Engineer/ Surveyor	1 <sup>st</sup> Review	2 <sup>nd</sup> Review	REVIEW KEY
				✓ OK I Incomplete N/A Not Applicable U Unacceptable

Location of ex. public rights of way				
Width of ex. public rights of way				
Location of ex. railroad rights of way				
Width of ex. railroad rights of way				
Location of ex. drainage rights of way and 100-year floodplain				
Width of ex. drainage rights of way				
FOR PUD OR OTHER PROPOSAL-BASED REZONINGS, A CONCEPT PLAN SHOWING THE FOLLOWING FEATURES				
Proposed rights of way for public streets				
Proposed uses, showing maximum number of dwelling units (broken down by type), and/or square footage of industrial, office and retail space				
Conceptual lot or project layout				
Conceptual location of forest preservation/aforestation areas				
Location and list of proposed amenities (parks, recreation facilities, school sites, etc.)				
Proposed location of major regional stormwater management facilities				
Plans folded to be able to fit into an 11x9 file				
Planning Department Map Amendment File Number (ex. ZM-2003-01) on bottom right hand corner of the first page.	NA	NA		Can only be added after plat has been submitted and case file number assigned. This will not be required if this addition will be the only change required after initial staff review.
Addressed Engineering comments?		NA		
Addressed Water Dept. comments?		NA		
Addressed Sewer Dept. comments?		NA		
Addressed Light Dept. comments?		NA		
Addressed all other Department comments?				DO NOT SUBMIT REVISED PLANS UNTIL COMMENTS FROM ALL REVIEW AGENCIES HAVE BEEN COLLECTED AND ADDRESSED.
Are all applicable fees paid in full?				
Three review copies for Planning Commission provided?				
Colored exhibit provided?				



Jeffrey N. Crampton  
261 Frederick Street  
Hagerstown, MD 21740  
301-739-0933 Phone  
301-745-4225 Fax

**Attachment**

Proposed expanded list of uses for Conversion District. Language is as in the use chart (Section Z) of the Zoning Ordinance, unless otherwise edited (omission appears in ~~strikeout~~, new text in *CAPITALIZED ITALICS*). :

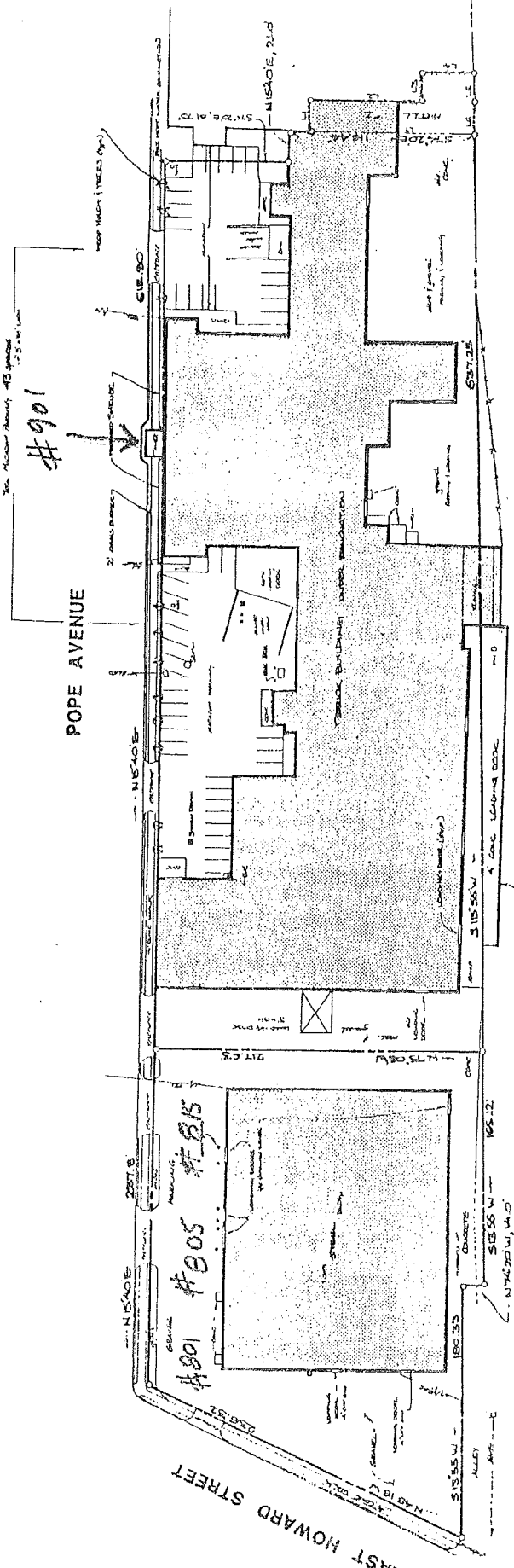
1. Tanning and Depilatory Salons (812199)
2. Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers ~~unless all vehicle storage is indoors~~ and excluding adult businesses – up to 5,000 square feet in net floor area ~~per business~~. This provision shall also include retail bakeries (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in ~~this chart~~ *THE ZONING ORDINANCE* shall prevail. *NO MORE THAN ONE SUCH USE SHALL BE PERMITTED IN THIS CONVERSION DISTRICT.*
3. Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments
4. Visual and Performing Arts Studios
5. Catering kitchens, for reparation of food for off-site delivery and associated office and storage
6. Professional, scientific & technical services (54), except veterinary services
7. Fitness and Recreational Sports Centers
8. Artist Live-Work Space in large former commercial, industrial or institutional buildings
9. Personal and household goods repair and maintenance (8114)

1061

POPE AVENUE

EAST HOWARD STREET

BALTIMORE & OHIO RAILROAD



- 1. 54' 0" x 115' 0"
- 2. 54' 0" x 115' 0"
- 3. 54' 0" x 115' 0"
- 4. 54' 0" x 115' 0"
- 5. 54' 0" x 115' 0"
- 6. 54' 0" x 115' 0"
- 7. 54' 0" x 115' 0"

PLOT - PLAN

CONVERSION OVERLAY DISTRICT

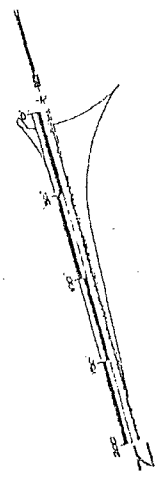
JEFFREY CRAMPTON

CLARK & YORK AND S. HOLLAND STREET, BALTIMORE, MD

FREDERICK SEIBERT & ASSOCIATES, INC.

CIVIL ENGINEERS - SURVEYORS - LAND ARCHITECTS - LAND PLANNERS  
135 SOUTH POTOMAC STREET, ARLINGTON, VIRGINIA 22204

DISTRICT	1061
DRAWING NO.	1061
DESIGNED BY	JEFFREY CRAMPTON
CHECKED BY	DATE



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

---

**Topic:**

(November 1, 2016; November 15, 2016; November 22, 2016)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Emergency Repairs to Ladder Truck 11 - Red Storm (Gainesville, VA) \$21,999.03

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion.consent\_agenda.pdf

**Description**

Consent Agenda Motion

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** December 20, 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.”

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

---

**Topic:**

Program Open Space Application

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

5-YR\_POS\_Proposed\_Plan.pdf

**Description**

5 Year Proposed Plan

**CITY OF HAGERSTOWN**  
**5-YR POS PROPOSED PLAN FY18-23 (Listed By Priority)**  
*Last Revised 12/13/16*

<b>FY</b>	<b>CIP #</b>	<b>Project</b>	<b>Location/Description</b>	<b>Total Project Cost</b>	<b>POS Fund Request</b>	<b>City Match</b>
2018	C0237	City Park Play Equipment	South end of City Park, replaces piece removed for safety reasons	\$100,000	\$90,000	\$10,000
2018	C0237	Park Amenities for various parks	Portable Bleachers, Park Benches, Picnic Tables, Trash Receptacles	\$40,000	\$36,000	\$4,000
2018	C0522	Lake Fountain	City Park: purchase fountain for lower lake after dredging	\$15,000	\$13,500	\$1,500
<b>FY 2017 Priority</b>				<b>\$155,000</b>	<b>\$139,500</b>	<b>\$15,500</b>
2019	C0140	Hagerstown Cultural Trail	Funds for developing triangle park near Park Circle or funds for work near City Center to support downtown project	\$200,000	\$180,000	\$20,000
2019	C0812	Lake Reconstruction	Pangborn Park: dredge lake, install "natural" lake edge, construct fishing pier, improve lake inflow/outflow, restore adjacent Hamilton Run with natural techniques	\$500,000	\$450,000	\$50,000
2019	C0439	Amenities for Train Museum	City Park Train Museum: for a new pavilion, purchase train themed amenities such as benches, tables, trash receptacles, etc	\$20,000	\$18,000	\$2,000
2020	C0825	The Greens at Hamilton Run Improvements	Course improvements such as cart paths, tee box and green improvements	\$100,000	\$90,000	\$10,000
2020	C0822	Replace Pool Whitecoat	Potterfield Pool: replace whitecoat in deep end of main pool	\$50,000	\$45,000	\$5,000

**CITY OF HAGERSTOWN**  
**5-YR POS PROPOSED PLAN FY18-23 (Listed By Priority)**  
*Last Revised 12/13/16*

<b>FY</b>	<b>CIP #</b>	<b>Project</b>	<b>Location/Description</b>	<b>Total Project Cost</b>	<b>POS Fund Request</b>	<b>City Match</b>
2020	None	BMX Lights	Fairgrounds Park: Lights around perimeter of track for night races	\$40,000	\$36,000	\$4,000
2021	C0522	Parking Improvements	City Park: upper lot by tennis court, pavilion and softball fields	\$310,000	\$279,000	\$31,000
2021	C0522	Parking Improvements.	City Park: Upper lot near Mansion House	\$250,000	\$225,000	\$25,000
2022	C0626	Parking Improvements.	Fairgrounds Park: Rear lot below BMX	\$250,000	\$175,000	\$25,000
2022	C0626	Soccer Field Lights	Fairgrounds Park: add lights to soccer field for evening use	\$170,000	\$63,000	\$107,000 by others
2023	C0548	Gatekeeper's House Renovation	Fairgrounds Park	\$500,000	\$450,000	\$50,000

H:\parksrec\Grants\POS\POS 5-yr list FY17.wpd



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

---

**Topic:**

Change Order to Install Additional Roofing at Elizabeth Hager Center - USA Construction Services, Inc.  
(Beltsville, MD) \$131,533.00

**Mayor and City Council Action Required:**

**Action Requested**

Staff is seeking approval from the Mayor and Council to move forward with additional roof installation at the EHC (Elizabeth Hager Center). Roof work is currently being completed at this facility on a smaller section of roof. The roof work being requested is for two separate, larger areas of the facility. Approval would allow the existing contractor, by way of change order, to move forward immediately with the work.

**Discussion:**

**Discussion**

The Elizabeth Hager Center is a city owned facility located at 14 North Potomac Street. The property houses the city department of DCED (Department of Community and Economic Development), DLLR (Maryland State Department of Licensing, Labor and Regulation), MOSH (Maryland Occupational Safety and Health) and the CVB (Convention and Visitors Bureau).

The structure consists of several roof elevations. The roof system is not one large roof but three separate, distinct roofs. There are two larger roof sections and one smaller roof section. The smaller and highest roof had the most obvious leaks in the main field of the roof. Problems have been ongoing for several years. This was the focus of the current replacement and should be completed in the near future.

During this project, we requested a quote from the contractor to install a new roof on the two main sections of roofing. The quote was to be for future budget purposes. Closer inspection found a number of flashing (the water tight edges of the roof) issues that appear to be more recent in nature. Staff believes extensive damage occurred to the flashing during the record snow storm of January 2016.

The new roof system would be an overlay of the existing roof. The main field of these roofs is in generally fair shape and it is the flashing along the edges that appear to be in the worst condition allowing for water infiltration. Even so, the roofs are easily over 20 years old and at the end of their useful life.

The new roof system would come with a twenty year warranty. Discussions with the roofing contractor, USA Construction Services, Inc., indicate work could begin almost immediately hoping to install most, if not all, of the new roof before winter weather arrives. Portions of the new roofing system are temperature sensitive so time is of the essence.

**Financial Impact:****Costs and Funding**

The cost is expected to be ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$119,533.00) for the 12,900 square feet of roof area. The roofing material is a Firestone 60 mil TPO Ultra-Ply product placed over a 1 inch thick insulation board.

The EHC is currently funded within a city enterprise fund known as Property Management. Generally speaking, enterprise funds are to be self sufficient and not to be funded directly with tax dollars. Other city enterprise funds include the Electric Fund, Water Fund, Wastewater Fund, Parking Fund and the Golf Fund. The majority of Property Management's revenues come from the rent charged to the tenants of the properties.

Funding for this project would initially come from the Property Management Fund. However, the fund would be reimbursed with funding from a future bond issue to be discussed with the Mayor and Council in the near future. The bond would then be paid off over the life of the bond.

Staff is asking for contingency funding for this project to allow for any unknowns, change orders or extras. The additional money would only be spent if needed. If no changes or extras are found, the funding would remain unspent. The contingency request is so the project can continue forward without staff returning to the Mayor and Council to seek permission to spend additional monies. The additional funding requested is approximately 10% of the project or TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) for a total estimated project cost of ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$131,533.00).

The alternative to this is to not issue a change order for the work. Staff would create a bid for the roof work and the work would be competitively bid sometime in the spring of 2017. The work would then be scheduled for the summer of 2017.

**Conclusion**

This process is a bit unusual in that the change order is almost as expensive as the original work. The work is also not being competitively bid. The advantage is that the work can begin almost immediately with the Mayor and Council's approval. This is important since the condition of the flashing was found to be in much worse condition than originally thought. Staff is asking for informal approval to move forward given the time sensitivity with the weather. Formal approval would be later in the month of December.

**Recommendation:**

Approval of additional work by the following:

USA Construction Services, Inc.

---

11210 Old Baltimore Pike

---

Beltsville, MD 201705

---

City of Hagerstown Contract No. 16-RR-13

---

**Motion:**

NA

**Action Dates:**

12/20/2016 for approval

**ATTACHMENTS:**

**File Name**

**Description**

EHC\_Additional\_Roof\_Work\_to\_USA\_Construction.pdf

Consent  
Agenda,  
quote for  
additional roof  
work at EHC

Additional\_roof\_work\_at\_EHC\_2016\_memo\_\_quote\_\_draft\_consent\_agenda.pdf

Memo, quote,  
draft consent  
agenda re:  
additional roof  
work at EHC

**Do Not Complete This Section**  
 Approved Consent Agenda: \_\_\_\_\_  
 New Business: \_\_\_\_\_

Quantity	Description	Value
1	Change Order to Install Additional Roofing at Elizabeth Hager Center	\$119,533.00
1	Additional Contingency Funding	\$12,000.00

[illegible]

**(1) Department Manager:** This project is a change order to a larger roof project that includes the EHC and the Public Works Operation Center. A more detailed explanation is described in a memorandum dated 12/01/2016.

SB DeLuca 12/7/16

Signature / Date

**(2) Purchasing Agent:**

Signature / Date

**(3) Finance Manager:**

Signature / Date

**(4) City Administrator's Recommendation:**

Signature / Date



11210 Old Baltimore Pike  
 Beltsville, MD 20705  
 Tel: (301) 477-3388  
 Fax: (301) 477-1905

PROJECT: ELIZABETH HANGER BUILDING Hagerstown , MD ROOF OVER EXISTING QUOTE No: 16-0418:

Bid Date: 11/10 /2016  
 To: DPW Plubic Work Building  
 Attention: Mr.Eric Dieke  
 Phone: (301) 739-8577  
 Fax:  
 Email: Eric Deike <EDeike@hagerstownmd.org>

From: Christian Morales  
 Phone: (301) 477-3388  
 Fax: (301) 477-1905  
 Email: cmorales@usa-construction.com  
 Estimator: Christian Morales

USA Construction will furnish all materials, labor, equipment, tools & everything necessary to complete the proposed work for this project in strict accordance provided by owner with specification, all of which are hereby made a part of this project. All permits and comply with all local ordinances, including all city and county building codes, all applicable federal and state status, laws or other authorities locals, sanitary laws and rules, regulations orders and interpretations of such building codes, ordinances statues, law, rules, regulations and conditions of this project will be provided by owner. Requested below is an estimate summary for the project proposed.

Estimate as follows:

Quote type

\* Labor & Material.

Documents

\* Proposal \_

System

\* M.F. 60MIL ULTRA-PLY TPO OVER EXISTING BUILT-UP ROOF

System

\* Firestone (NDL) 20 YEARS Warranty Roofing System

Products / Material / Finishes

Material \* 1" ISO INSUALTION 60 MIL TPO ULTRA-PLY BY FIRESTONE BUILDING PRODUCTS  
& Finish \* Standard white color (1-side only)

Project Specific Work Scope for Elizabeth Hanger Front Building 7,500 Sqf AREA

- \* Remove existing metal counter flashing at existing walls .
- \* Remove all existing membrane flashing at walls and roof curbs Unit .
- \* Remove all existing penetration pockets boxes at each A/C units .
- \* Remove existing thru-wall counter flashing around existing wall
- \* Furnish and install mechanically Fastnerd New 1" Thick ISO Insulation over existing Built-up roofing .
- \* Furnish and install New TPO (White) Membrane over roof area.
- \* Furnish and install Newn mechanically Fastnerd .60 Mil Ultra-ply TPO roofing over new insulation.
- \* Install new .60 mil ultra-ply TPO membrane roof curb flashing at existing curbs.
- \* Furnish and install New Metal Counter Flashing around existing roof curbs.
- \* Furnish and install New TPO pipe boots at vent pipe on roof.
- \* Furnish ans install New Metal dripedge at rear roof edge.
- \* Install new penetration pockets at all electrical wire.
- \* Apply Sealant to all TPO system joins and penetrations.
- \* Clean up and dispose of all Job related debris.
- \* Enchor new 5" wide metal counter flashing at 12" on center of precast stone wall.
- \* Furnish & install neprime washer screws at over reciver counter flashing .
- \* Furnish & install new walk pads around all existing A/C units .



**Project Specific Work Scope for Elizabeth Hanger REAR Building 6,400 Sqf AREA**

- \* Remove existing metal counter flashing at existing walls .
- \* Remove all existing membrane flashing at masonry walls .
- \* Remove existing thru-wall counter flashing around existing wall
- \* Built-in new wood frame gutter at center of valley to create an built-in gutters .
- \* Furnish & install new pre-manufacture weld TPO built-in gutters to eliminate pounding water .
- \* Furnish and install mechanically Fastnerd New 1" Thick ISO Insulation over existing Built-up roofing .
- \* Furnish and install New TPO (White) Membrane over roof area.
- \* Furnish and install Newn mechanically Fastnerd .60 Mil Ultra-ply TPO roofing over new insulation.
- \* Install new .60 mil ultra-ply TPO membrane roof wall under siding .
- \* Furnish and install New Metal Counter Flashing under existing siding wall.
- \* Furnish and install New TPO pipe boots at vent pipe on roof.
- \* Furnish and install New Metal dripedge at rear gatters roof edge.
- \* Install new penetration pockets at all electrical wire.
- \* Apply Sealant to all TPO system joins and penetrations.
- \* Clean up and dispose of all Job related debris.
- \* Enchor new 5" wide metal counter flashing at 12" on center of masonry wall.
- \* Furnish & install neprime washer screws at over reciver counter flashing .

**Areas Included**

<u>Item -- Area description</u>	<u>SF Quantity</u>	<u>Bid</u>
a. Elizabeth Hanger Front Building .....	7,500 sft	\$ 68,876.00
b. Elizabeth Hanger Rear Building ..	6,400 sft	\$ 50,657.00
Quotation based on approximate		Grand Total \$119,533.00

**Project Specific Exclusion :**

- \* Seals at Brick to other materials are NOT USA Construction responsibility. Brick contractor supplier to install ALL necessary seals.

**UNLESS OTHERWISE STATED ABOVE, the following terms apply to this quotation:**

- \* Proposal valid for thirty (30) days
- \* Schedule to be determined
- \* Shop Drawings invoiced with drawing submittal.
- \* Warranty: One (1 ) year standard warranty on product/workmanship.
- \* Bonds (if required) not included. All required construction permits not included.

Regards,



Christian Morales  
Vice President



## CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

December 1, 2016

To: Valerie Means, City Administrator

From: Eric B. Deike, Director of Public Works *EBD*

Re: Additional Roof Work for Elizabeth Hager Center

### Action Requested

Staff is seeking approval from the Mayor and Council to move forward with additional roof installation at the EHC (Elizabeth Hager Center). Roof work is currently being completed at this facility on a smaller section of roof. The roof work being requested is for two separate, larger areas of the facility. Approval would allow the existing contractor, by way of change order, to move forward immediately with the work.

### Discussion

The Elizabeth Hager Center is a city owned facility located at 14 North Potomac Street. The property houses the city department of DCED (Department of Community and Economic Development), DLLR (Maryland State Department of Licensing, Labor and Regulation), MOSH (Maryland Occupational Safety and Health) and the CVB (Convention and Visitors Bureau).

The structure consists of several roof elevations. The roof system is not one large roof but three separate, distinct roofs. There are two larger roof sections and one smaller roof section. The smaller and highest roof had the most obvious leaks in the main field of the roof. Problems have been ongoing for several years. This was the focus of the current replacement and should be completed in the near future.

During this project, we requested a quote from the contractor to install a new roof on the two main sections of roofing. The quote was to be for future budget purposes. Closer inspection found a number of flashing (the water tight edges of the roof) issues that appear to be more recent in nature. Staff believes extensive damage occurred to the flashing during the record snow storm of January 2016.

The new roof system would be an overlay of the existing roof. The main field of these roofs is in generally fair shape and it is the flashing along the edges that appear to be in the worst condition allowing for water infiltration. Even so, the roofs are easily over 20 years old and at the end of their useful life.

The new roof system would come with a twenty year warranty. Discussions with the roofing contractor, USA Construction Services, Inc., indicate work could begin almost immediately hoping to install most, if not all, of the new roof before winter weather arrives. Portions of the new roofing system are temperature sensitive so time is of the essence.



**Costs and Funding**

The cost is expected to be ONE HUNDRED NINETEEN THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$119,533.00) for the 12,900 square feet of roof area. The roofing material is a Firestone 60 mil TPO Ultra-Ply product placed over a 1 inch thick insulation board.

The EHC is currently funded within a city enterprise fund known as Property Management. Generally speaking, enterprise funds are to be self sufficient and not to be funded directly with tax dollars. Other city enterprise funds include the Electric Fund, Water Fund, Wastewater Fund, Parking Fund and the Golf Fund. The majority of Property Management's revenues come from the rent charged to the tenants of the properties.

Funding for this project would initially come from the Property Management Fund. However, the fund would be reimbursed with funding from a future bond issue to be discussed with the Mayor and Council in the near future. The bond would then be paid off over the life of the bond.

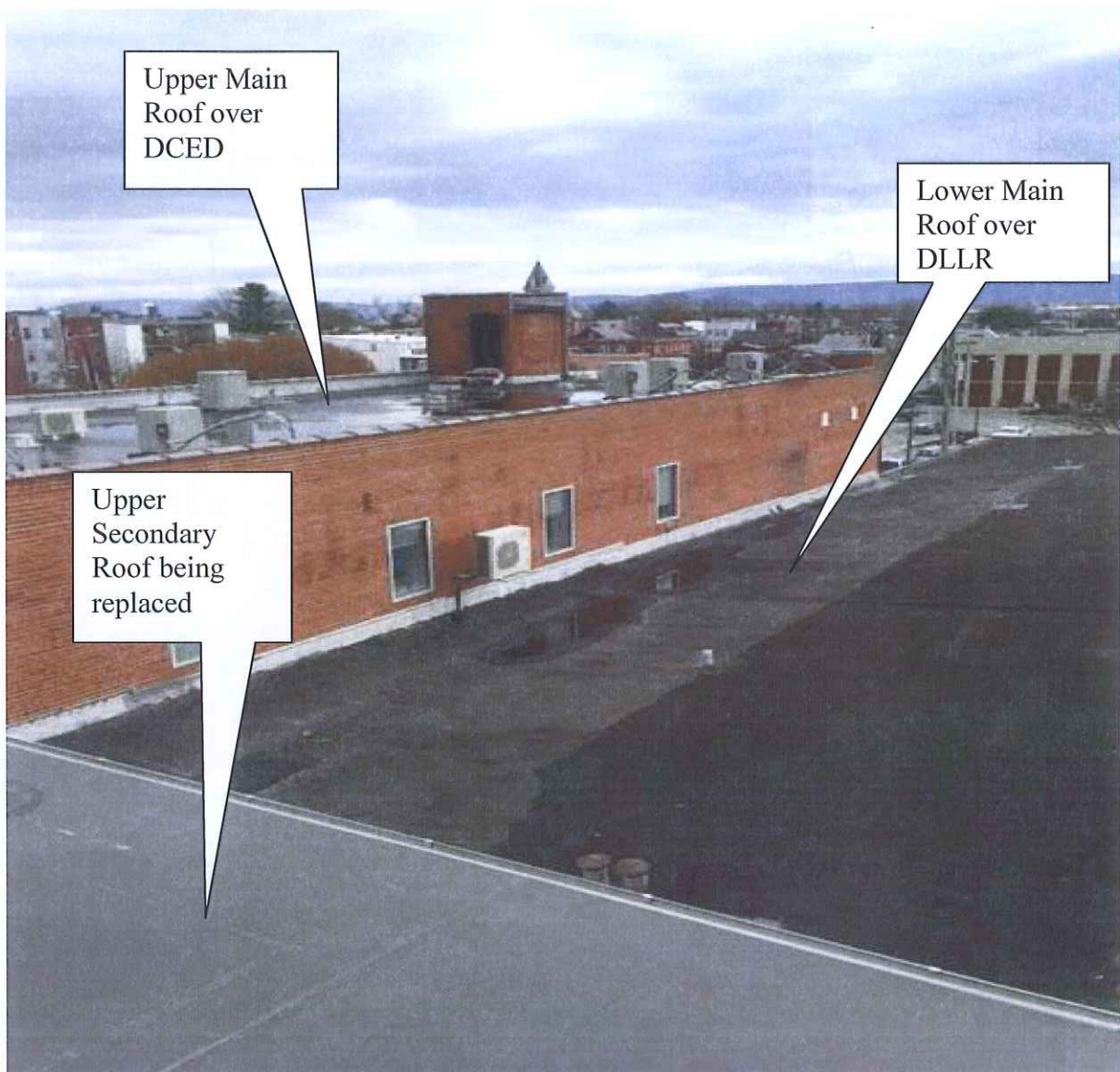
Staff is asking for contingency funding for this project to allow for any unknowns, change orders or extras. The additional money would only be spent if needed. If no changes or extras are found, the funding would remain unspent. The contingency request is so the project can continue forward without staff returning to the Mayor and Council to seek permission to spend additional monies. The additional funding requested is approximately 10% of the project or TWELVE THOUSAND DOLLARS AND NO CENTS (\$12,000.00) for a total estimated project cost of ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED THIRTY-THREE DOLLARS AND NO CENTS (\$131,533.00).

The alternative to this is to not issue a change order for the work. Staff would create a bid for the roof work and the work would be competitively bid sometime in the spring of 2017. The work would then be scheduled for the summer of 2017.

**Conclusion**

This process is a bit unusual in that the change order is almost as expensive as the original work. The work is also not being competitively bid. The advantage is that the work can begin almost immediately with the Mayor and Council's approval. This is important since the condition of the flashing was found to be in much worse condition than originally thought. Staff is asking for informal approval to move forward given the time sensitivity with the weather. Formal approval would be later in the month of December.

Cc: J. Bender  
M. Hepburn



Elizabeth Hager Center Roof Looking Northeast



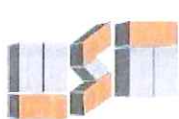


Elizabeth Hager Center looking West  
Lower Main Roof is not visible in this photo



Elizabeth Hager Center: Typical Flashing Damage (cracked, broken, open)





# CONSTRUCTION SERVICES INC.

## ROOFING & ARCHITECTURAL METAL SYSTEM

11210 Old Baltimore Pike  
Beltsville, MD 20705  
Tel: (301) 477-3388  
Fax: (301) 477-1905

PROJECT: ELIZABETH HANGER BUILDING Hagerstown, MD ROOF OVER EXISTING QUOTE No: 16-0418:

Bid Date: 11/10 /2016  
To: DPW Public Work Building  
Attention: Mr. Eric Dieke  
Phone: (301) 739-8577  
Fax:  
Email: Eric Deike <EDeike@hagerstownmd.org>

From: Christian Morales  
Phone: (301) 477-3388  
Fax: (301) 477-1905  
Email: cmorales@usa-construction.com  
Estimator: Christian Morales

USA Construction will furnish all materials, labor, equipment, tools & everything necessary to complete the proposed work for this project in strict accordance provided by owner with specification, all of which are hereby made a part of this project. All permits and comply with all local ordinances, including all city and county building codes, all applicable federal and state status, laws or other authorities locals, sanitary laws and rules, regulations orders and interpretations of such building codes, ordinances statues, law, rules, regulations and conditions of this project will be provided by owner.

Requested below is an estimate summary for the project proposed.

### Estimate as follows:

Quote type \* Labor & Material.

Documents \* Proposal

System \* M.F. 60MIL ULTRA-PLY TPO OVER EXISTING BUILT-UP ROOF

System \* Firestone (NDL) 20 YEARS Warranty Roofing System

### Products / Material / Finishes

Material \* 1" ISO INSULATION 60 MIL TPO ULTRA-PLY BY FIRESTONE BUILDING PRODUCTS  
& Finish \* Standard white color (1-side only)

### Project Specific Work Scope for Elizabeth Hanger Front Building 7,500 Sqf AREA

- \* Remove existing metal counter flashing at existing walls .
- \* Remove all existing membrane flashing at walls and roof curbs Unit .
- \* Remove all existing penetration pockets boxes at each A/C units .
- \* Remove existing thru-wall counter flashing around existing wall
- \* Furnish and install mechanically Fastnerd New 1" Thick ISO Insulation over existing Built-up roofing .
- \* Furnish and install New TPO (White) Membrane over roof area.
- \* Furnish and install Newn mechanically Fastnerd .60 Mil Ultra-ply TPO roofing over new insulation.
- \* Install new .60 mil ultra-ply TPO membrane roof curb flashing at existing curbs.
- \* Furnish and install New Metal Counter Flashing around existing roof curbs.
- \* Furnish and install New TPO pipe boots at vent pipe on roof.
- \* Furnish and install New Metal dripedge at rear roof edge.
- \* Install new penetration pockets at all electrical wire.
- \* Apply Sealant to all TPO system joins and penetrations.
- \* Clean up and dispose of all Job related debris.
- \* Enchor new 5" wide metal counter flashing at 12" on center of precast stone wall.
- \* Furnish & install neprime washer screws at over reciver counter flashing .
- \* Furnish & install new walk pads around all existing A/C units .

**Project Specific Work Scope for Elizabeth Hanger REAR Building 6,400 Sqf AREA**

- \* Remove existing metal counter flashing at existing walls .
- \* Remove all existing membrane flashing at masonry walls .
- \* Remove existing thru-wall counter flashing around existing wall
- \* Built-in new wood frame gutter at center of valley to create an built-in gutters .
- \* Furnish & install new pre-manufacture weld TPO built-in gutters to eliminate pounding water .
- \* Furnish and install mechanically Fastnerd New 1" Thick ISO Insulation over existing Built-up roofing .
- \* Furnish and install New TPO (White) Membrane over roof area.
- \* Furnish and install Newn mechanically Fastnerd .60 Mil Ultra-ply TPO roofing over new insulation.
- \* Install new .60 mil ultra-ply TPO membrane roof wall under siding .
- \* Furnish and install New Metal Counter Flashing under existing siding wall.
- \* Furnish and install New TPO pipe boots at vent pipe on roof.
- \* Furnish and install New Metal dripedge at rear gatters roof edge.
- \* Install new penetration pockets at all electrical wire.
- \* Apply Sealant to all TPO system joins and penetrations.
- \* Clean up and dispose of all Job related debris.
- \* Enchor new 5" wide metal counter flashing at 12" on center of masonry wall.
- \* Furnish & install neprime washer screws at over reciver counter flashing .

**Areas Included**

<u>Item -- Area description</u>	<u>SF Quantity</u>	<u>Bid</u>
a. Elizabeth Hanger Front Building .....	7,500 sft	\$ 68,876.00
b. Elizabeth Hanger Rear Building .....	6,400 sft	\$ 50,657.00
Quotation based on approximate		Grand Total \$119,533.00

**Project Specific Exclusion :**

- \* Seals at Brick to other materials are NOT USA Construction responsibility. Brick contractor supplier to install ALL necessary seals.

**UNLESS OTHERWISE STATED ABOVE, the following terms apply to this quotation:**

- \* Proposal valid for thirty (30) days
- \* Schedule to be determined
- \* Shop Drawings invoiced with drawing submittal.
- \* Warranty: One (1 ) year standard warranty on product/workmanship.
- \* Bonds (if required) not included. All required construction permits not included.

Regards,



Christian Morales  
Vice President

**Do Not Complete This Section**

Approved Consent Agenda: \_\_\_\_\_

New Business: \_\_\_\_\_

Quantity	Description	Value
1	Change Order to Install Additional Roofing at Elizabeth Hager Center	\$119,533.00
1	Additional Contingency Funding	\$12,000.00

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

[illegible]

**(1) Department Manager:** This project is a change order to a larger roof project that includes the EHC and the Public Works Operation Center. A more detailed explanation is described in a memorandum dated 12/01/2016.

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:**

Purchase of Ford F550 Dump Truck with Salt Spreader and Snow Plow - Keystone Ford  
(Chambersburg, PA) \$88,403.00

**Mayor and City Council Action Required:**

Approval of the purchase

**Discussion:**

**ABOVE TO BE USED FOR:** General hauling and snow plow operations.

**(1) Department Manager:** This truck replaces unit no. 17 which is a model year 2003 Ford F550 dump truck with salt spreader and plow. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for vehicles and equipment. There have been several previous trucks for Public Works and other departments purchased through this program. Funding provided through future Bond Financing.

**Financial Impact:**

Originating Department:	Public Works	By:	Eric B. Deike, Director
Account Number:	4524000-5843	Account / Project Name:	Public Works Vehicles
Budget Amount:	\$100,000	Account Balance:	\$100,000
		Year:	16/17
		CIP Control No.	C0065
Unbudgeted \$:		Source of Funds:	Future Bond Financing

Quantity	Description	Value
1	Ford F550 Base Regular Cab, 6.7L Diesel V8, 6 Speed Automatic W/OD	\$54,900.00
1	Stainless Steel Body, Lighting, Hydraulics, Snow Plow W/Controls	\$42,723.00
1	Discount	-\$9,220.00

**TOTAL VALUE OF PROJECT:** \$88,403.00

**Recommendation:**

Purchase of the truck from:

Keystone Ford

---

301 Walker Road

---

Chambersburg, PA 17201-3507

---

COSTARS #025-155 (Municipal Works Vehicles); Quote Dated 11/30/2016

---

**Motion:**

NA

**Action Dates:**

Approval on 12/20/2016

**ATTACHMENTS:**

**File Name**

Truck\_17\_Replacement.pdf

**Description**

Consent Agenda Form,  
Quotes, COSTARS memo,  
truck maintenance record

**City of Hagerstown  
Mayor and Council  
Purchase / Contract Information  
Meeting of 07/26/16**

**Do Not Complete This Section**

Approved Consent Agenda: \_\_\_\_\_

New Business: \_\_\_\_\_

Originating Department: Public Works By: Eric B. Deike, Director  
Account Number: 4524000-5843 Account / Project Name: Public Works Vehicles  
Budget Amount: \$100,000 Account Balance: \$100,000 Year: 16/17 CIP Control No. C0065  
Unbudgeted \$: \_\_\_\_\_ Source of Funds: Future Bond Financing

Quantity	Description	Value
1	Ford F550 Base Regular Cab, 6.7L Diesel V8, 6 Speed Automatic W/OD	\$54,900.00
1	Stainless Steel Body, Lighting, Hydraulics, Snow Plow W/Controls	\$42,723.00
1	Discount	-\$9,220.00

**TOTAL VALUE OF PROJECT:** \$88,403.00

**ABOVE TO BE USED FOR:**

General hauling and snow plow operations.

**Recommended Vendor:**

Business Name: Keystone Ford  
Address: 301 Walker Road  
City, State: Chambersburg, PA 17201-3507  
Bid/Proposal/Quote No.: COSTARS #025-155 (Municipal Works Vehicles); Quote Dated 11/30/2016

**OTHER VENDORS:**

Firm	City/State	Total Amount
McCafferty Ford	Mechanicsburg, PA	\$96,311.00

**(1) Department Manager:** This truck replaces unit no. 17 which is a model year 2003 Ford F550 dump truck with salt spreader and plow. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for vehicles and equipment. There have been several previous trucks for Public Works and other departments purchased through this program. Funding provided through future Bond Financing.

SB Dule 12/7/16

Signature / Date

**(2) Purchasing Agent:**

Signature / Date

**(3) Finance Manager:**

Signature / Date

**(4) City Administrator's Recommendation:**

Signature / Date



**Keystone Ford**  
301 Walker Road, Chambersburg, Pennsylvania,  
172013507  
Office: 717-264-5104 Fax: 717-264-1718

## Customer Proposal

---

**Prepared for:**

Scott Kiser  
City Of Hagerstown  
425 East Baltimore St  
Hagerstown, MD 21740  
Office: 301-739-8577  
Fax: 301-790-0231  
Mobile: 240-675-3749  
Email: skiser@hagerstownmd.org

**Prepared by:**

Chad M Sites  
Office: 717-709-6263  
Email: csites@keystoneford.com

**Date:** 11/30/2016

**Vehicle:** 2017 F-550 Chassis XL  
4x4 SD Regular Cab 145" WB DRW





---

**Scott Kiser**  
**City Of Hagerstown**  
425 East Baltimore St  
Hagerstown, MD 21740  
Office: 301-739-8577  
Fax: 301-790-0231  
Mobile: 240-675-3749  
Email: [skiser@hagerstownmd.org](mailto:skiser@hagerstownmd.org)

---

*Re: Vehicle Proposal*

---

Dear Scott,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. This proposal is based off of our standard Municipal build so if anything needs added or removed just let me know. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

**Chad M Sites**  
Commercial Accounts Manager  
717-709-6263  
[csites@keystoneford.com](mailto:csites@keystoneford.com)





## Selected Equipment & Specs

### Dimensions

- \* Exterior length: 230.7"
- \* Exterior height: 81.5"
- \* Front track: 74.8"
- \* Min ground clearance: 8.2"
- \* Front headroom: 40.8"
- \* Front shoulder room: 66.7"
- \* Cargo volume: 11.6cu.ft.
- \* Exterior width: 105.9"
- \* Wheelbase: 145.0"
- \* Rear track: 74.0"
- \* Front legroom: 43.9"
- \* Front hiproom: 62.5"
- \* Passenger volume: 64.6cu.ft.
- \* Maximum cargo volume: 11.6cu.ft.

### Powertrain

- \* Powerstroke 330hp 6.7L OHV 32 valve intercooled turbo V-8 engine with diesel direct injection federal
- \* Part-time
- \* Fuel Economy Cty: N/A
- \* Transmission PTO provision
- \* Recommended fuel : diesel
- \* TorqShift 6 speed automatic transmission with overdrive
- \* Limited slip differential
- \* Fuel Economy Highway: N/A

### Suspension/Handling

- \* Front Mono-beam non-independent suspension with anti-roll bar, HD shocks
- \* Firm ride Suspension
- \* Front and rear 19.5 x 6 argent steel wheels
- \* Dual rear wheels
- \* Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks
- \* Hydraulic power-assist re-circulating ball Steering
- \* LT225/70SR19.5 GBSW AS front and rear tires

### Body Exterior

- \* 2 doors
- \* Turn signal indicator in mirrors
- \* Black bumpers
- \* Trailer harness
- \* Front and rear 19.5 x 6 wheels
- \* Driver and passenger power remote heated folding door mirrors with turn signal indicator
- \* Black door mirrors
- \* Side steps
- \* Clearcoat paint

### Convenience

- \* Manual air conditioning with air filter
- \* Driver and passenger 1-touch up
- \* Remote power door locks with 2 stage unlock and illuminated entry
- \* Manual telescopic steering wheel
- \* 1 1st row LCD monitor
- \* Passenger visor mirror
- \* Power front windows
- \* Driver and passenger 1-touch down
- \* Manual tilt steering wheel
- \* Day-night rearview mirror
- \* Front cupholders
- \* Driver and passenger door bins

### Seats and Trim

- \* Seating capacity of 3
- \* 4-way driver seat adjustment
- \* 4-way passenger seat adjustment
- \* Front 40-20-40 split-bench seat
- \* Manual driver lumbar support
- \* Centre front armrest with storage

### Entertainment Features

- \* AM/FM stereo radio
- \* Fixed antenna
- \* 4 speakers



## Selected Equipment & Specs (cont'd)

### Lighting, Visibility and Instrumentation

- \* Halogen aero-composite headlights
- \* Fully automatic headlights
- \* Light tinted windows
- \* Tachometer
- \* Trip computer
- \* Delay-off headlights
- \* Variable intermittent front windshield wipers
- \* Front reading lights
- \* Outside temperature display
- \* Trip odometer

### Safety and Security

- \* 4-wheel ABS brakes
- \* Driveline traction control
- \* Dual seat mounted side impact airbag supplemental restraint system
- \* Remote activated perimeter/approach lighting
- \* Security system with SecuriLock immobilizer
- \* Manually adjustable front head restraints
- \* 4-wheel disc brakes
- \* Dual front impact airbag supplemental restraint system with passenger cancel
- \* Safety Canopy System curtain 1st row overhead airbag supplemental restraint system
- \* Power remote door locks with 2 stage unlock and panic alarm
- \* MyKey restricted driving mode

### Dimensions

#### General Weights

Curb	7916 lbs.	GVWR	19500 lbs.
Front GAWR	7000 lbs.	Rear GAWR	14706 lbs.
Payload	11670 lbs.	Front curb weight	4634 lbs.
Rear curb weight	3282 lbs.	Front axle capacity	7000 lbs.
Rear axle capacity	14706 lbs.	Front spring rating	7000 lbs.
Rear spring rating	15000 lbs.	Front tire/wheel capacity	7500 lbs.
Rear tire/wheel capacity	15000 lbs.		

#### Trailer Type

Harness	Yes	Brake controller	Yes
Trailer sway control	Yes		

#### General Trailering

5th-wheel towing capacity	22500 lbs.	Towing capacity	18500 lbs.
GCWR	31000 lbs.		

#### Fuel Tank type

Capacity	40 gal.
----------	---------

#### Off Road

Min ground clearance	8 "
----------------------	-----

#### Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
--------------	-------------	----------------------	-------------

### Powertrain

#### Engine Type

Brand	Powerstroke	Block material	Iron
Cylinders	V-8	Head material	Aluminum
Ignition	Compression	Injection	Diesel direct injection
Liters	6.7L	Orientation	Longitudinal
Recommended fuel	Diesel	Valves per cylinder	4
Valvetrain	OHV	Forced induction	Intercooled turbo

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





## Selected Equipment & Specs (cont'd)

### Engine Spec

Bore	3.90"	Compression ratio	16.2:1
Displacement	406 cu.in.	Stroke	4.25"

### Engine Power

Output	330 HP @ 2,600 RPM	Torque	750 ft.-lb @ 2,000 RPM
--------	--------------------	--------	------------------------

### Alternator

Type	HD	Amps	220
------	----	------	-----

### Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	Type	Dual

### Engine Extras

Block heater	Yes
--------------	-----

### Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	6
Type	Automatic		

### Transmission Gear Ratios

1st	3.974	2nd	2.318
3rd	1.516	4th	1.149
5th	0.858	6th	0.674
Reverse Gear ratios	3.128		

### Transmission Torque Converter

Stall ratio	1.90
-------------	------

### Transmission Extras

Driver selectable mode	Yes	Sequential shift control	SelectShift
PTO provision	Yes		

### Drive Type

4wd type	Part-time	Type	Four-wheel
----------	-----------	------	------------

### Drive Feature

Limited slip differential	Mechanical	Traction control	Driveline
Power take-off provision	Yes	Locking hub control	Manual
Transfer case shift	Manual		

### Drive Axle

Ratio	4.88
-------	------

### Exhaust

Material	Stainless steel	System type	Single
----------	-----------------	-------------	--------

### Emissions

CARB	Federal	EPA	Tier 2 Bin 8
------	---------	-----	--------------

### Fuel Economy

Fuel type	Diesel
-----------	--------

### Engine Retarder

Type	Yes
------	-----

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

### Driveability

#### Brakes

ABS	4-wheel	ABS channels	3
Type	4-wheel disc	Vented discs	Front and rear

#### Suspension Control

Ride	Firm
------	------

#### Front Suspension

Independence	Mono-beam non-independent	Anti-roll bar	Regular
--------------	---------------------------	---------------	---------

#### Front Spring

Type	Coil	Grade	HD
------	------	-------	----

#### Front Shocks

Type	HD
------	----

#### Rear Suspension

Independence	DANA 130 rigid axle	Type	Leaf
Anti-roll bar	Regular		

#### Rear Spring

Type	Leaf	Grade	HD
------	------	-------	----

#### Rear Shocks

Type	HD
------	----

#### Steering

Activation	Hydraulic power-assist	Type	Re-circulating ball
------------	------------------------	------	---------------------

#### Steering Specs

# of wheels	2
-------------	---

### Exterior

#### Front Wheels

Diameter	19.5"	Width	6.00"
----------	-------	-------	-------

#### Rear Wheels

Diameter	19.5"	Width	6.00"
Dual	Yes		

#### Front and Rear Wheels

Appearance	Argent	Material	Steel
------------	--------	----------	-------

#### Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	LT load rating	G
RPM	647		

#### Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AT	Type	LT

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



## Selected Equipment & Specs (cont'd)

Width	225mm	LT load rating	G
RPM	645		

### Wheels

Front track	74.8"	Rear track	74.0"
Wheelbase	145.0"		

### Body Features

Front license plate bracket	Yes	Front splash guards	Yes
Body material	Aluminum	Side impact beams	Yes
Side steps	Yes		

### Body Doors

Door count	2
------------	---

### Exterior Dimensions

Length	230.7"	Body width	105.9"
Body height	81.5"	Cab to axle	60.0"
Axle to end of frame	47.2"	Frame section modulus	17.2cu.in.
Frame rail width	34.2"	Front bumper to Front axle	38.3"
Front bumper to back of cab	123.7"		

## Safety

### Airbags

Driver front-impact	Yes	Driver side-impact	Seat mounted
Overhead Safety Canopy System curtain 1st row		Passenger front-impact	Cancellable
Passenger side-impact	Seat mounted		

### Seatbelt

Height adjustable	Front
-------------------	-------

### Security

Immobilizer	SecuriLock	Panic alarm	Yes
Restricted driving mode	MyKey		

## Seating

### Passenger Capacity

Capacity	3
----------	---

### Front Seats

Split	40-20-40	Type	Split-bench
-------	----------	------	-------------

### Driver Seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4	Lumbar support	Manual

### Passenger seat

Fore/aft	Manual	Reclining	Manual
Way direction control	4		

### Front Head Restraint

Control	Manual	Type	Adjustable
---------	--------	------	------------

### Front Armrest



## Selected Equipment & Specs (cont'd)

Centre	Yes	Storage	Yes
<i>Front Seat Trim</i>			
Material	Vinyl	Back material	Vinyl
<b>Convenience</b>			
<i>AC And Heat Type</i>			
Air conditioning	Manual	Air filter	Yes
<i>Audio System</i>			
Radio	AM/FM stereo	Radio grade	Regular
Seek-scan	Yes		
<i>Audio Speakers</i>			
Speaker type	Regular	Speakers	4
<i>Audio Antenna</i>			
Type	Fixed		
<i>LCD Monitors</i>			
1st row	1	Primary monitor size (inches)	2.3
<i>Convenience Features</i>			
Retained accessory power	Yes	12V DC power outlet	2
<i>Door Lock Activation</i>			
Type	Power with 2 stage unlock	Remote	Keyfob (all doors)
Integrated key/remote	Yes		
<i>Instrumentation Type</i>			
Display	Analog		
<i>Instrumentation Gauges</i>			
Tachometer	Yes	Engine temperature	Yes
Turbo/supercharger boost	Yes	Transmission fluid temp	Yes
Engine hour meter	Yes		
<i>Instrumentation Warnings</i>			
Oil pressure	Yes	Engine temperature	Yes
Battery	Yes	Lights on	Yes
Key	Yes	Low fuel	Yes
Door ajar	Yes	Service interval	Yes
Brake fluid	Yes		
<i>Instrumentation Displays</i>			
Clock	In-radio display	Exterior temp	Yes
Systems monitor	Yes		
<i>Instrumentation Feature</i>			
Trip computer	Yes	Trip odometer	Yes
<i>Steering Wheel Type</i>			
Material	Urethane	Tilting	Manual
Telescoping	Manual		
<i>Front Side Windows</i>			
Window 1st row activation	Power		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.





## Selected Equipment & Specs (cont'd)

### Window Features

1-touch down  
Tinted

Driver and passenger  
Light

1-touch up

Driver and passenger

### Front Windshield

Wiper

Variable intermittent

### Rear Windshield

Window

Fixed

## Interior

### Passenger Visor

Mirror

Yes

### Rear View Mirror

Day-night

Yes

### Headliner

Coverage

Full

Material

Cloth

### Floor Trim

Coverage

Full

Covering

Vinyl/rubber

### Trim Feature

Gear shift knob

Urethane

Interior accents

Chrome

### Lighting

Dome light type  
Illuminated entry

Fade  
Yes

Front reading  
Variable IP lighting

Yes  
Yes

### Storage

Driver door bin  
Glove box  
Illuminated  
Dashboard

Yes  
Locking  
Yes  
Covered

Front Beverage holder(s)  
Passenger door bin  
Instrument panel

Yes  
Yes  
Bin

### Legroom

Front

43.9"

### Headroom

Front

40.8"

### Hip Room

Front

62.5"

### Shoulder Room

Front

66.7"

### Interior Volume

Passenger volume

64.6 cu.ft.



## Selected Options

Description	MSRP
Base Vehicle Price (F5H)	\$41,570.00
Order Code 660A	N/C
Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20	\$8,485.00
Transmission: TorqShift 6-Speed Automatic	N/C
Limited Slip w/4.88 Axle Ratio	\$360.00
GVWR: 19,500 lb Payload Plus Upgrade Package	\$1,155.00
Tires: 225/70Rx19.5G BSW Traction	\$190.00
Wheels: 19.5" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
145" Wheelbase	STD
Power Equipment Group	\$915.00
Snow Plow Prep Package	\$85.00
Engine Block Heater	\$75.00
Transmission Power Take-Off Provision	\$280.00
Dual Alternators (Total 332-Amps)	Included
Trailer Brake Controller	\$270.00
Platform Running Boards	\$320.00
Radio: AM/FM Stereo	Included
50-State Emissions System	STD
Medium Earth Gray	N/C
Oxford White	N/C
<b>SUBTOTAL</b>	<b>\$53,705.00</b>
<b>Destination Charge</b>	<b>\$1,195.00</b>
<b>TOTAL</b>	<b>\$54,900.00</b>



301 Walker Road, Chambersburg, Pennsylvania,  
172013507  
Office: 717-264-5104

4x4 SD Regular Cab 145" WB DRW XL(F5H)

## Pricing - Single Vehicle

### MSRP

#### Vehicle Pricing

Base Vehicle Price	\$41,570.00
Options & Colors	\$12,135.00
Upfitting	\$0.00
Destination Charge	\$1,195.00
<b>Subtotal</b>	<b>\$54,900.00</b>

#### Pre-Tax Adjustments

Description	
Intercon Truck Equipment Upfit	\$42,723.00
Discount Valid Thru 12/31/16	-\$9,220.00

<b>Total</b>	<b>\$88,403.00</b>
--------------	--------------------

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Scott Kiser, City Of Hagerstown





142A Conchester Highway  
Aston, PA. 19014  
Tel (610) 364-9500 Fax (610) 364-3385  
www.intercontruck.com



1200 Pauls Lane  
Joppa, MD. 21085  
Tel (410) 679-4900 Fax (410) 679-3117  
www.intercontruck.com

Quote Number: 0007465  
Order Date: 11/30/2016  
Terms NO TERMS

Quoted By: RS  
Customer Number KEY104  
Work Order #:

Sold To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Ship To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Attention: NELSON

F.O.B.

COSTARS Contract Number: 025-031

QTY	ITEM NUMBER	DESCRIPTION	Price	Amount
1.00	MISC	<p>Reference: Hagerstown Ford Chassis F-550, 60" CA, Automatic Transmission w/ PTO Opening</p> <p>Furnish and Install Galion 9' Stainless Steel Dump Body 18" Sides 24" Tailgate Constructed of 10 Gauge 201 Stainless Steel Sides, Bulkhead &amp; Tailgate 3/16" AR-450 Floor Crossmemberless Design 3/16" x 7" Formed Longsills Stainless Steel 1/2 Cab Shield 11 Ton Class 40 Double Acting Hoist LED Marker Light Kit LED S/T/T in Rear Corner Posts Carbon Steel Front Splash Shields Mounted to Frame Rear Rubber Mud Flaps Underside of Body Undercoated with Tectyl 3334 Body in Natural Stainless Steel Finish</p> <p>(6) Oval LED Strokes Lights (2) Front Facing on Cab Shield, (2) Side Facing on Cab Shield (2) Mounted at Rear Corner Posts Wired to Factory Upfitter Switch</p> <p>Class IV Receiver Hitch with Lashing Rings Mounted on Plate 7- Pin Trailer Plug Ecco 850N 112 dB Back Up Alarm Body Up Light in Cab Reflective Tape Along Both Sides and Rear of Body 24" x 18" x 18" Underbody Aluminum Treadplate Toolbox (2) Rung Stainless Steel Fold Down Ladder Mounted on Streetside Front of Body</p>	42,723.00	42,723.00

Continued

# Quote

## INTERCON TRUCK EQUIPMENT, INC.

Page: 2

142A Conchester Highway  
Aston, PA. 19014  
Tel (610) 364-9500 Fax (610) 364-3385  
www.intercontruck.com



1200 Pauls Lane  
Joppa, MD. 21085  
Tel (410) 679-4900 Fax (410) 679-3117  
www.intercontruck.com

Quote Number: 0007465  
Order Date: 11/30/2016  
Terms NO TERMS

Quoted By: RS  
Customer Number KEY104  
Work Order #:

Sold To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Ship To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Attention: NELSON

F.O.B.

COSTARS Contract Number: 025-031

QTY	ITEM NUMBER	DESCRIPTION	Price	Amount
		Certified / Cirrus PTO Driven Hydraulics to Include: 890 Series Power Take Off with Direct Mount Pump BT-210 Jump Seat Kit w/ Necessary Cables and Controls EZ-Spread Controller Low Oil Sensor All Necessary Hoses and Hydraulic Fittings Filled with Hydraulic Fluid  Henderson Hopper Spreader Model FSM - 9-201SS 9' Hopper w/ 4.0 Cubic Yard Capacity Single Auger Conveyor Dual Hydraulic Motors Stainless Steel Spinner Chute Heavy Duty Top Screens Tailgate Trunnion Latch (4) Ratchet Strap Tie Downs Plumbed into Coupler at Rear Spreader in Natural 201 Stainless Steel Finish  (2) LED Lights Mounted on on Spreader with Plug at Pintle Plate  Furnish & Install Boss 9' Steel Super-Duty Electric Snow Plow Package Handheld Blade Control Drive Into Hook-Up Straight Moldboard Power Angle Cylinders Enclosed Hydraulic Power Unit Blade Shock Absorber Full Blade Trip Adjustable Plow Jack Stand Blade Marker Guides		

Continued

# Quote

## INTERCON TRUCK EQUIPMENT, INC.

Page: 3

142A Conchester Highway  
Aston, PA. 19014  
Tel (610) 364-9500 Fax (610) 364-3385  
www.intercontruck.com



1200 Pauls Lane  
Joppa, MD. 21085  
Tel (410) 679-4900 Fax (410) 679-3117  
www.intercontruck.com

Quote Number: 0007465  
Order Date: 11/30/2016  
Terms NO TERMS

Quoted By: RS  
Customer Number KEY104  
Work Order #:

Sold To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Ship To:  
KEYSTONE FORD  
301 WALKER ROAD  
Chambersburg, PA 17201

Attention: NELSON

F.O.B.

COSTARS Contract Number: 025-031

QTY	ITEM NUMBER	DESCRIPTION	Price	Amount
0.00		*Rubber Deflector *Rubber Cutting Edge Plow Headlights and Turn Signals Powder-Coated Boss Red - - SUGGESTED ITEMS (CIRCLE DESIRED): - PLOWBOSS/VXT92STEEL Furnish & Install Boss 9'2" Power "VXT" Steel Electric Snow Plow Package Drive Into Hook-Up Power Angle Cylinders Enclosed Electric Hydraulic Power Unit Hand-Held Blade Control Blade Marker Guides Rubber Deflector Plow Headlights & Turn Signals Painted Boss Red ** Does Not Include A Rubber Cutting Edge ***ADD TO QUOTED PRICE ABOVE***	747.00	0.00
Please Circle Any Desired Options.  Prices good for 30 days. Federal or state taxes apply unless tax exempt. All equipment requiring computer reprogramming at vehicle dealership is customers responsibility.			Net Order: Freight: Sales Tax: Order Total	42,723.00 0.00 0.00 42,723.00
Signature _____ Date _____ Stock/VIN #: _____ PO #: _____				





**Company:** CITY OF HAGERSTOWN  
**Contact:** SCOTT KISER  
**Address:** 1 EAST FRANKLIN STREET  
**City, State, Zip:** HAGERSTOWN, MD 21740  
**Phone #:** 301-739-8577  
**Cell #:**  
**Fax #:** 301-791-6761  
**Email Address:** [SKISER@HAGERSTOWNMD.ORG](mailto:SKISER@HAGERSTOWNMD.ORG)

Dealership Information

**Al Schock**

McCafferty Ford

6320 Carlisle Pike

Mechanicsburg, Pa 17050

Office #: (877) 568-0846

Fax #: (717) 766-8750

Cell #: (717) 816-5161



		<b>CO STARS APPROVED</b>		<b>Prepared by:</b>	<b>AK 12.05.16.</b>
		<b>013-114</b>		<b>STOCK</b>	<b>NO</b>
		<b>025-167</b>		<b>FACTORY ORDER</b>	<b>YES</b>
		<b>026-055</b>		<b>LOCATE</b>	<b>NO</b>
<b># Units:</b>	<b>1</b>	<b>MSRP</b>	<b>\$</b>	<b>54,855.00</b>	
<b>Year:</b>	<b>2017</b>				

<b>Factory Codes</b>		<b>Standard Features - Description</b>	<b>Price</b>
Body:	F5G	F-550 4X4 CHASSIS CAB	\$46,086.00
Engine:		6.7L V8 DIESEL	
Trans:		6-SPEED AUTOMATIC	
Pep Pack:	660A	PREF EQUIPMENT PACKAGE - XL TRIM	
Whlbase:	145"		
Ext. Color		OXFORD WHITE	
Int. Color		MEDIUM EARTH GR - VINYL - 40/20/40	

<b>Additional Factory Options</b>		<b>Price</b>
AIR CONDITIONER		
AM/FM STEREO/CLOCK		
LT245 BSW AT 17		
4.88 LIMITED SLIP AXLE		
POWER EQUIPMENT GROUP		
TELE TT POWER MIRROR		
19500# GVWR PACKAGE		
ENGINE BLOCK HEATER		
50 STATE EMISSION		
BRAKE CONTROLLER		
HI MOUNT STOP LAMP		
PAYLOAD PLUS UPGRADE		
225 MAX TRACTION		
LESS TIRE PRESSURE MONITORING SYSTEM		
TRANSMISSION POWER TAKE-OFF		
MANUAL REGENERATOR		
STEP BARS		\$499.00
BODY AS PER ATTACHED		\$49,726.00
<b>CO STARS CONTRACT 025-167</b>		

\* Delivery Available

\*Municipal Registration Plate Processing Availabl e

<b>Total Cost of Vehicle</b>	<b>\$96,311.00</b>
<b>Selling Price of Vehicle</b>	
<b>Total Selling Price per Vehicle</b>	<b>\$96,311.00</b>

*Customer Approval*

*Date:*

*Dealership Acceptance*

*Date:*



**CITY OF HAGERSTOWN**  
**VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE**  
**DISPOSAL INFORMATION / JUSTIFICATION**  
**FISCAL YEAR     2017**  
(attach to consent agenda form)

Department	Public Works	Division	Street Department		
Vehicle Call #	17	Model Yr.	2003	Serial #	1FDAF57P43EC66675
Make	Ford	Model	F550		
Vehicle Description	One ton dump with plow and salt spreader.				
Mileage	77400	# of Service Repair Orders	Repair Costs to Date *		\$26,635.56
Condition	Poor				

## Reason(s) for Replacement:

Deteriorating Condition	<u>X</u>	Undersized for Type of Work	<u>    </u>	Hours / Age	<u>X</u>	Age	<u>    </u>
Other (please explain)	Truck is 13 years old and deteriorating due to snow and salt use.						

Is Purchase an Addition to Fleet?    X      Reason: \_\_\_\_\_

**Disposition:**

Sell at Auction:   X   Salvage Value:  \$6500.00  Transfer Within City: \_\_\_\_\_  
Other: \_\_\_\_\_

**Notes:**

Kelly Blue Book value for this area.

**Date:** 12/7/2016      **Report Prepared By:** Eric B. Deike

\*Costs since 2000. Includes routine maintenance and major repairs.







Commonwealth of Pennsylvania  
Department of General Services  
Bureau of Procurement  
555 Walnut Street, 6th Floor  
Harrisburg, PA 17101-1914

Toll Free Telephone: 1-866-768-7827  
Local Telephone: 717-346-9009  
Fax: 717-783-6241  
Email: [GS-PACostars@state.pa.us](mailto:GS-PACostars@state.pa.us)  
Website: [www.costars.state.pa.us](http://www.costars.state.pa.us)

Date: 06/17/2016

Mar-Eco dba Keystone Ford  
Attn: Nelson Raines  
301 Walker Road  
Chambersburg, PA 17201

**Subject:** COSTARS Participation – Renewal Confirmation  
**Contract Number:** 025-155 - Municipal Work Vehicles

Dear Contractor:

The Department of General Services, Bureau of Procurement, has received your payment of the \$1500.00 administrative fee required to renew your COSTARS participation for contract number 025-155. This will confirm that your company is authorized to continue to sell the awarded items/services under this contract to registered COSTARS members for the contract term 06/28/2012 through 06/28/2017 .

Thank you for your continued participation in the COSTARS Program. Should you have any questions, please contact COSTARS Program staff by email to [GS-PACostars@pa.gov](mailto:GS-PACostars@pa.gov) or toll-free telephone at 1.866.768.7827.

Regards,

Stacey Logan-Kent  
(P): 717-787-2355  
(F) :717-783-6241  
E-Mail: [slogankent@pa.gov](mailto:slogankent@pa.gov)



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

---

**Topic:**

Approval of an Ordinance: 2015A and 2015B Bond Reprogramming

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

2016\_Hagerstown\_Motion\_for\_Approval\_122016.pdf  
2016\_Hagerstown\_SupplementalOrdinance\_121316.pdf

**Description**

Motion  
Ordinance

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** December 20, 2016

**TOPIC:** Approval of an Ordinance: City of Hagerstown 2015A and B General Obligation Bonds Reprogramming

Charter Amendment \_\_\_\_\_

Code Amendment \_\_\_\_\_

Ordinance           X          

Resolution \_\_\_\_\_

Other \_\_\_\_\_

#### **MOTION:**

I hereby move to approve an ordinance amending and supplementing Ordinance No. O-15-01, originally passed on 02/10/2015, approved on 02/10/2015 and effective on 03/13/2015, which, together with a companion resolution, served as authority for the issuance and sale of the \$8,020,000 City of Hagerstown Public Facilities Bonds, Series 2015A (Tax-Exempt) and the \$1,850,000 City of Hagerstown Public Facilities Bonds, Series 2015B (Taxable) (the "2015 Bonds").

With respect to certain of the original projects intended to be funded from 2015 Bonds proceeds, the City has achieved cost savings, cannot spend 2015 Bonds proceeds quickly enough to satisfy certain federal tax code requirements, or has determined not to fund such original projects either in the amount originally allocated to such projects or from 2015 Bonds proceeds at all. The purpose of this ordinance is to amend and supplement Ordinance No. O-15-01 to reallocate a portion of the 2015 Bonds proceeds to finance or reimburse costs of additional public purpose projects of the City as identified in the attached or to increase the amount of 2015 Bonds proceeds originally allocated to certain original projects.

Staff is hereby directed to work with bond counsel to take all necessary actions to proceed with and develop any resolutions and other documents necessary for the reprogramming of the 2015 Bonds proceeds.

DATE OF INTRODUCTION: 12/13/2016  
DATE OF PASSAGE: 12/20/2016  
EFFECTIVE DATE: 01/20/2017

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE amending and supplementing Ordinance No. O-15-01, passed by the Council of City of Hagerstown (the “City”) on February 10, 2015, approved by the Mayor of the City on February 10, 2015, and effective on March 13, 2015 (“Ordinance No. O-15-01”) in order to in effect authorize the City to apply a portion of the unspent proceeds of the (i) \$8,020,000 City of Hagerstown Public Facilities Bonds, Series 2015A (Tax-Exempt) (the “Series 2015A Bonds”) and (ii) \$1,850,000 City of Hagerstown Public Facilities Bonds, Series 2015B (Taxable) (the “Series 2015B Bonds” and, together with the Series 2015A Bonds, the “2015 Bonds”) issued on April 14, 2015 for the public purpose of financing or reimbursing costs of certain additional projects identified herein as (i) General Fund – City Park Lake Improvements, Prospect Street Wall, and Fairgrounds Grandstand Improvements, and (ii) Property Management Fund – Elizabeth Hager Center Building Roof, in addition to or in substitution for certain of the projects provided for in Ordinance No. O-15-01, and reallocating a portion of the proceeds of the 2015 Bonds to two projects previously authorized by Ordinance No. O-15-01; providing for amendments to Ordinance No. O-15-01 in order to specify the funds from which allocable portions of the debt service on the 2015 Bonds shall be payable in the first instance; authorizing City officials and employees to take certain actions with respect to the 2015 Bonds and the amendments provided for in this Ordinance; providing for the effectiveness of the amendments to Ordinance No. O-15-01 provided for in this Ordinance; providing that this title is a fair summary of this Ordinance for publication and all other purposes; providing that the provisions of this Ordinance shall be liberally construed; and otherwise generally relating to the use of proceeds of the 2015 Bonds.

RECITALS

1. City of Hagerstown, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”), and Sections 717 and 719 of the Charter of the City of Hagerstown, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds.

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

2. Pursuant to the authority of Ordinance No. O-15-01, passed by the Council of the City (the “Council”) on February 10, 2015, approved by the Mayor of the City (the “Mayor”) on February 10, 2015 and effective on March 13, 2015 (the “Original Ordinance”), the City determined to undertake certain projects identified as line items 1-22 in Section 3(b) of the Original Ordinance (collectively, the “Original Projects”); and the City determined to borrow money for the public purpose of financing, reimbursing or refinancing “costs” (as identified in Section 3(b) of the Original Ordinance) of the Original Projects, and to evidence this borrowing by the issuance and sale from time to time, in one or more series, of its general obligation bonds in an aggregate principal amount not to exceed Nine Million Eight Hundred Seventy-four Thousand Three Hundred Forty-three Dollars (\$9,874,343) (the “Authorized Bonds”). The Authorized Bonds are referred to as the “Bonds” in the Original Ordinance.

3. Pursuant to the authority of the Enabling Act, the Charter, the Original Ordinance, Resolution No. R-15-02, adopted by the Mayor and Council on March 17, 2015 and effective on March 17, 2015 (the “Original Resolution”), and other applicable law, the City issued and delivered on April 14, 2015 a portion of the Authorized Bonds consisting of its (i) \$8,020,000 City of Hagerstown Public Facilities Bonds, Series 2015A (Tax-Exempt) (the “Series 2015A Bonds”) and (ii) \$1,850,000 City of Hagerstown Public Facilities Bonds, Series 2015B (Taxable) (the “Series 2015B Bonds” and, together with the Series 2015A Bonds, the “2015 Bonds”) in order to finance or reimburse costs of the Original Projects as identified in the Original Resolution. The Series 2015A Bonds were issued with the expectation that interest payable thereon would be excludable from gross income for federal income tax purposes. The Series 2015B Bonds were issued with the

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction



expectation that interest payable thereon would be includable in gross income for federal income tax purposes.

4. The aggregate principal amount of the 2015 Bonds as issued is \$9,870,000, meaning that after giving effect to such issuance, the unused bonding authority under the Original Ordinance is \$4,343. The de minimis amount of such unused bonding authority means that in effect the 2015 Bonds are the only Authorized Bonds or Bonds that have been or will be issued pursuant to the provisions of the Original Ordinance (exclusive of any Refunding Bonds issued pursuant to authority of the Original Ordinance).

5. As provided in the Original Resolution, the City allocated proceeds of the Series 2015A Bonds to finance or reimburse costs of the following Original Projects in the maximum principal amount set forth opposite each (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) as follows:

[CONTINUED ON FOLLOWING PAGE]

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

	<b><u>Project Description</u></b>	<b><u>Maximum Principal Amount</u></b>
<b><u>General Fund</u></b>		
1	Fire Department Vehicles	\$ 1,000,000
2	Public Works Vehicles	276,743
3	AE/City Park Trail	1,500,000
4	Major Signal Intersection Upgrades	100,000
5	Stormdrain System Upgrades	50,000
6	Parks Vehicles and Equipment	60,000
7	Storm Water Management Implementation	100,000
8	Potterfield Pool Improvements	87,000
9	Marsh Run Walls Rehab	100,000
	General Fund Subtotal	3,273,743
<b><u>Electric Fund</u></b>		
10	HLD Admin Office Building	650,000
	Subtotal Electric Fund	650,000
<b><u>Water Fund</u></b>		
11	Willson Treatment Plant	340,000
12	Distribution Services Meter Program	2,116,257
13	Distribution Rehab Main Replacement	800,000
	Water Fund Subtotal	3,256,257
<b><u>Wastewater Fund</u></b>		
14	Collection System Rehab	300,000
15	WWTP Equipment	275,000
16	Collection System Equipment	90,000
17	Grinder Pump Replacement	50,000
18	Eliminate Pump Station	25,000
	Wastewater Fund Subtotal	740,000
<b><u>Property Management Fund</u></b>		
19	Roslyn Building - Windows	100,000
	Property Management Fund Subtotal	100,000
	TOTAL	\$8,020,000

The projects identified above in line items 1-19, inclusive, are collectively referred to in the Original Resolution as the “Tax-Exempt Projects”.

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

6. As provided in the Original Resolution, the City allocated proceeds of the Series 2015B Bonds to finance or reimburse costs of the following Original Projects in the maximum principal amount set forth opposite each (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) as follows:

	<b><u>Project Description</u></b>	<b><u>Maximum Principal Amount</u></b>
	<b><u>General Fund</u></b>	
1	MELP	\$ 650,000
	<b><u>Wastewater Fund</u></b>	
2	Solids Processing-Pelletizer and WWT Plant Imp	200,000
3	Sludge Storage Phase I Improvements	1,000,000
	TOTAL	<u><u>\$1,850,000</u></u>

The projects identified above in line items 1-3, inclusive, are collectively referred to in the Original Resolution as the “Taxable Projects”.

7. As provided in Section 3(b) of the Original Ordinance, the City, without notice to or the consent of the registered owners of the Authorized Bonds, may reallocate the maximum principal amount of the proceeds of the Authorized Bonds (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) to be spent among any of the Original Projects in compliance with applicable City budgetary procedures or applicable law. Section 3(b) of the Original Ordinance further provides that it is the intention of the City that proceeds of the Authorized Bonds may be spent on any applicable costs (as defined therein) relating to the Original Projects.

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

8. Section 4 of the Original Ordinance provides that the proceeds of the Authorized Bonds:

“ . . . shall be used and applied by the City exclusively and solely for the public purposes described in Section 3 of this Ordinance, unless a supplemental ordinance is enacted by the City to provide for the use and application of such proceeds for some other proper public purpose authorized by the Enabling Act, the Charter or other applicable law.”

The term “Projects” as used in the Original Ordinance has the same meaning as the term “Original Projects” as defined in this Ordinance.

9. The City has, as applicable, (i) achieved cost savings with respect to certain of the Original Projects originally intended to be funded from 2015 Bonds proceeds as provided in the Original Resolution, (ii) determined it cannot spend proceeds of the 2015 Bonds with respect to certain of the Original Projects to be funded therefrom as quickly as originally anticipated in the Original Resolution, and/or (iii) determined not to fund from proceeds of the 2015 Bonds certain of the Original Projects authorized to be funded from 2015 Bonds proceeds as provided in the Original Resolution. Accordingly, the City desires to amend the Original Ordinance in order in effect to (1) authorize the use and application of proceeds of the 2015 Bonds to finance or reimburse costs of the additional public purpose projects of the City identified in Section 2(a) hereof (which amends Section 3(b) of the Original Ordinance) as (i) General Fund – City Park Lake Improvements, Prospect Street Wall, and Fairgrounds Grandstand Improvements, and (ii) Property Management Fund – Elizabeth Hager Center Building Roof (collectively, the “Additional

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

Projects”), and (2) increase the amount of 2015 Bonds proceeds to be expended on the Original Projects identified as Wastewater Fund – WWTP Equipment and Sludge Storage Phase I Improvements (in both cases by adjusting the allocation of proceeds of the Authorized Bonds set forth in the Original Ordinance as provided for herein).

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF CITY OF HAGERSTOWN, THAT:

SECTION 1. (a) The Recitals to this Ordinance are incorporated by reference herein and deemed a substantive part of this Ordinance. Capitalized terms used in the Sections of this Ordinance that are not defined herein shall have the meanings given to such terms in the Recitals.

(b) References in this Ordinance to any official by title shall be deemed to refer (i) to any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or other applicable law or authority to act in such titled official’s stead during the absence or disability of such titled official, (ii) to any person who has been elected, appointed or designated to fill such position in an acting capacity under the Charter, the City Code or other applicable law or authority, (iii) to any person who serves in a “Deputy”, “Associate” or “Assistant” capacity as such an official, provided that the applicable responsibilities, rights or duties referred to herein have been delegated to such deputy, associate or assistant in accordance with the Charter, the City Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly uses another title not provided for in the Charter or the City Code, the official, however known, who is charged under the Charter, the City Code or other applicable law or authority with the applicable responsibilities, rights or duties referred to herein.

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

SECTION 2. (a) Section 3(b) of the Original Ordinance is hereby deleted in its entirety and inserted in place thereof shall be the following:

“(b) With respect to the projects listed below, the word “costs” as used in Section 2 hereof shall include, as applicable, land and right-of-way acquisition and development; site and utility improvements; demolition and razing; acquisition, construction, expansion, reconstruction, replacement, renovation, rehabilitation, improvement, installation, furnishing and equipping activities and expenses, and related or similar costs; planning, design, engineering, architectural, feasibility, inspection, surveying, permitting, construction management, financial and legal expenses, and related or similar costs; costs of issuance (which may include costs of bond insurance or other credit or liquidity enhancement); interest during construction and for a reasonable period thereafter (whether or not expressly so stated); and any such costs that may represent the City’s share or contribution to the financing, reimbursement or refinancing of costs of any such project. The total Bonds (or BANs, as identified in Section 7 hereof) funds to be appropriated or applied to the costs of such projects (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes, except as otherwise provided below) shall be allocated among the following public purpose projects in the maximum principal amount set forth opposite each, except as otherwise herein provided:

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction



<u>Original Projects/Additional Projects<sup>1</sup></u>		<b>Original Maximum Principal Amount, – Original Projects<sup>2</sup></b>	<b>Authorized Maximum Principal Amount – Additional Projects<sup>3</sup></b>	<b>Net Adjustments<sup>4</sup></b>
<b><u>General Fund</u></b>				
1	Fire Department Vehicles	\$1,000,000	N/A	N/A
2	Public Works Vehicles	276,743	N/A	N/A
3	AE/City Park Trail	1,500,000	N/A	N/A
4	Major Signal Intersection Upgrades	100,000	N/A	-\$ 2,033.11
5	Stormdrain System Upgrades	50,000	N/A	-10,888.67
6	Parks Vehicles and Equipment	60,000	N/A	N/A
7	Storm Water Management Implementation	100,000	N/A	N/A
8	Potterfield Pool Improvements	87,000	N/A	N/A
9	MELP	650,000	N/A	-651,840.62 <sup>5</sup>
10	Marsh Run Walls Rehab	100,000	N/A	N/A
10A <sup>1</sup>	City Park Lake Improvements	N/A	\$ 74,000.00	+74,000.00
10B <sup>1</sup>	Prospect Street Wall	N/A	99,459.46	+99,459.46
10C <sup>1</sup>	Fairgrounds Grandstand Improvements	N/A	154,000.00	+154,000.00
<b><u>Electric Fund</u></b>				
11	HLD Admin Office Building	650,000	N/A	-234,990.70
<b><u>Water Fund</u></b>				
12	Willson Treatment Plant	340,000	N/A	N/A
13	Distribution Services Meter Program	2,120,600	N/A	N/A
14	Distribution Rehab Main Replacement	800,000	N/A	N/A
<b><u>Wastewater Fund</u></b>				
15	Collection System Rehab	300,000	N/A	N/A
16	WWTP Equipment	275,000	N/A	+25,074.23
17	Solids Processing-Pelletizer and WWT Plant Imp	200,000	N/A	N/A
18	Sludge Storage Phase I Improvements	1,000,000	N/A	+651,840.62 <sup>5</sup>
19	Collection System Equipment	90,000	N/A	N/A
20	Grinder Pump Replacement	50,000	N/A	N/A
21	Eliminate Pump Station	25,000	N/A	-25,074.23
<b><u>Property Management Fund</u></b>				
22	Roslyn Building – Windows	100,000	N/A	-100,296.98
22A <sup>1</sup>	Elizabeth Hager Center Building Roof	N/A	20,750.00	+20,750.00

<sup>1</sup> Original Projects refers to the Projects originally identified in Section 3(b) of Ordinance No. O-15-01, passed by the Council on February 10, 2015, approved by the Mayor on February 10, 2015 and effective on March 13, 2015 (the “Original Ordinance”). Additional Projects refers to the projects identified above as line items 10A, 10B, 10C and 22A that were added to Section 3(b) of the Original Ordinance by amendment. Subsequent to passage of the Original Ordinance, the City on April 14, 2015 issued authorized Bonds in the following aggregate principal amounts: (i) \$8,020,000 City of Hagerstown Public Facilities Bonds, Series 2015A (Tax-Exempt) (the “Series 2015A Bonds”) and (ii) \$1,850,000 City of Hagerstown Public Facilities Bonds, Series 2015B (Taxable) (the “Series 2015B Bonds” and, together with the Series 2015A Bonds, the “2015 Bonds”), thereby using all of the bonding authority provided for in the Original Ordinance except for \$4,343.

<sup>2</sup> Indicates principal amounts allocated to the Original Projects by the Original Ordinance exclusive of any premium realized upon sale or investment earnings.

<sup>3</sup> Includes, to the extent applicable, premium realized upon sale and investment earnings as of October 31, 2016 reallocated from applicable Original Projects to the Additional Projects.

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

<sup>4</sup> Negative amounts reflect reductions in the maximum principal amount of 2015 Bonds originally allocated to the indicated Original Projects, after accounting for, to the extent applicable, any premium realized upon sale and investment earnings as of October 31, 2016. Positive amounts reflect reallocation of 2015 Bonds proceeds together with, to the extent applicable, any premium realized upon sale and investment earnings as of October 31, 2016, to either the identified Original Projects or the identified Additional Projects.

<sup>5</sup> Notwithstanding the reallocation of the maximum principal amount of 2015 Bonds proceeds, including any premium realized upon sale and investment earnings as of October 31, 2016 as reflected above, originally allocated to the Original Project identified in line item 9 as MELP to the Original Project identified in line item 18 as Sludge Storage Phase I Improvements, the City intends that all or a portion of such reallocated amount shall be applied to the Original Project identified as Sludge Storage Phase I Improvements only when and after the City determines definitively not to apply all or a portion of such reallocated 2015 Bonds proceeds to the Original Project identified as MELP.

The projects identified in line items 1-22A above are collectively referred to herein as the “Projects”. The Projects described in line items 1-22A above are identified by approximately the same names and fund references as such Projects are identified in City budget materials. The City, without notice to or the consent of any registered owners of the Bonds (or the registered owners of any of the BANs, as applicable), may reallocate the maximum principal amount of the Bonds (and of any of the BANs, as applicable) (exclusive of any premium realized upon sale or investment earnings that may be applied for such purposes) to be spent among any of the Projects identified herein in compliance with applicable budgetary procedures or applicable law. Further, it is the intention of the City that proceeds of the Bonds (or of any of the BANs, as applicable) may be spent on any applicable costs (as defined above) relating to the Projects, including as definitions of and/or the scope of activities relating to the Projects may have already been, or may in the future be, amended or modified in accordance with applicable budgetary procedures or applicable law.”

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

(b) By undertaking the amendments to Section 3(b) of the Original Ordinance provided for in subsection (a) of this Section 2, the City is in effect (i) providing for a reduction in the amount of the proceeds of the 2015 Bonds allocated to certain of the Original Projects, (iii) increasing the amount of proceeds of the 2015 Bonds allocated to certain of the Original Projects, and (iii) allowing for application of proceeds of the 2015 Bonds to finance or reimburse costs of the Additional Projects, in each case, to the extent applicable, after taking into account any premium realized upon sale or investment earnings as of October 31, 2016 originally allocated to the applicable Original Projects.

(c) All of the projects identified in the chart set forth in subsection (a) above are collectively referred to herein as the “Revised Projects”. From and after the effective date of this Ordinance, all references to the Projects in the Original Ordinance shall be deemed to be references to the Revised Projects, as identified in this Ordinance. From and after the effective date of this Ordinance, the provisions of this Section 2 shall supersede the provisions of Section 3(b) of the Original Ordinance with respect to the application of the proceeds of the 2015 Bonds.

(d) Notwithstanding the foregoing provisions of this Section 2, proceeds of the 2015 Bonds may not be applied to costs of the Additional Projects or be reallocated among the Original Projects unless and until the Mayor and Council adopt a resolution making corresponding amendments to the provisions of Section 3(b) of the Original Resolution in order to allow proceeds of the 2015 Bonds to be applied to costs of the Additional Projects or be reallocated among the Original Projects. Such resolution may reallocate or provide for the reallocation of proceeds of the 2015 Bonds among the Revised Projects in greater detail than as set forth in this Ordinance, including, without limitation, to provide which proceeds of the 2015 Bonds originally allocated to

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

specific Original Projects, together with any premium realized upon sale or investment earnings as of October 31, 2016, to the extent applicable, shall be reallocated to specific Original Projects or specific Additional Projects.

(e) Unless the Council determines otherwise in accordance with applicable budgetary procedures or applicable law, including, to the extent permitted, by resolution, it is the intention of the Council that investment earnings with respect to the Revised Projects identified as (i) General Fund – Major Signal Intersection Upgrades, Stormdrain System Upgrades, and MELP, (ii) Electric Fund – HLD Admin Office Building, (iii) Wastewater Fund – Eliminate Pump Station, and (iv) Property Management Fund – Roslyn Building – Windows, that are earned after October 31, 2016 shall be applied to costs of the Revised Project identified as General Fund – AE/City Park Trail.

SECTION 3. (a) Section 9(a) of the Original Ordinance is hereby amended by deleting the first sentence thereof and insert in its place the following:

“(a) That portion of the principal of and interest on any series of the Bonds, the BANs or the Refunding Bonds, as applicable (each, and collectively, the “Obligations”), allocated to the costs of the Project identified in line item 11 under the subheading “Electric Fund” in Section 3(b) of this Ordinance, together with allocable costs of issuance (if applicable), shall be payable in the first instance from revenues accounted for in the Electric Fund, to the extent available for such purpose; that portion of the principal of and interest on any series of the Obligations allocated to the costs of the Projects identified in line items 12 through 14, inclusive, under the subheading “Water Fund” in Section 3(b) of this Ordinance, together with allocable costs of issuance (if applicable), shall be

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

payable in the first instance from revenues accounted for in the Water Fund, to the extent available for such purpose; that portion of the principal of and interest on any series of the Obligations allocated to the costs of the Projects identified in line items 15 through 21, inclusive, under the subheading “Wastewater Fund” in Section 3(b) of this Ordinance, together with allocable costs of issuance (if applicable), shall be payable in the first instance from revenues accounted for in the Wastewater Fund, to the extent available for such purpose; and that portion of the principal of and interest on any series of the Obligations allocated to the costs of the Project identified in line items 22 through 22A, inclusive, under the subheading “Property Management Fund” in Section 3(b) of this Ordinance, together with allocable costs of issuance (if applicable), shall be payable in the first instance from revenues accounted for in the Property Management Fund, to the extent available for such purpose; in each case unless otherwise provided in a resolution of the Council.”

(b) By undertaking the amendments to Section 9(a) of the Original Ordinance provided for in subsection (a) of this Section 3, the City is amending or restating, as applicable, the anticipated sources of funding from which that portion of debt service on the 2015 Bonds allocated to each of the Revised Projects as set forth in the Original Ordinance, as amended and supplemented by this Ordinance, shall be payable in the first instance. Notwithstanding the foregoing sentence, given the fact that costs of issuance with respect to the 2015 Bonds have already been paid in full or substantially in full, and certain debt service payments on the 2015

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

Bonds have already been made, the allocation of costs of issuance to such funding sources, if applicable, may not end up being exactly proportionate.

SECTION 4. The Mayor, the City Administrator of the City, the Director of Finance of the City, the City Clerk of the City and all other officials and employees of the City are hereby authorized and directed to take any and all action necessary to provide for application of the proceeds of the 2015 Bonds to finance or reimburse the costs of the Revised Projects and to execute and deliver all documents, certificates and instruments necessary or appropriate in connection therewith or in connection with the amendment and supplementing of the Original Ordinance provided for hereby.

SECTION 5. From and after the effective date of this Ordinance, the Original Ordinance shall be deemed amended and supplemented as provided herein and all other terms and provisions of the Original Ordinance shall remain in full force and effect.

SECTION 6. The title of this Ordinance shall be deemed to be, and is, a fair summary of this Ordinance for publication and all other purposes.

SECTION 7. The provisions of this Ordinance shall be liberally construed in order to effectuate the transactions contemplated by this Ordinance.

SECTION 8. This Ordinance shall become effective at the expiration of thirty (30) calendar days following the date of its approval by the Mayor or its passage by the Council over the Mayor's veto in accordance with Charter Sections 208 and 209, subject to the petition-to-referendum rights set forth in Section 210 of the Charter.

---

Underlining = material added to Ordinance following introduction

~~Strike through~~ = material stricken from Ordinance following introduction

INTRODUCED before the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_,  
and passed \_\_\_\_\_ [as introduced] \_\_\_\_\_ [as amended] by the Council by a vote of  
\_\_\_\_\_ yeas and \_\_\_\_\_ nays on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Donna K. Spickler, City Clerk

(SEAL)

Approved by the Mayor this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

\_\_\_\_\_  
Robert E. Bruchey, II, Mayor

Effective: \_\_\_\_\_, 2017 (31<sup>st</sup> day after date of Mayor's approval, unless the  
effective date is determined in accordance with other applicable provisions of the Charter)

#192385;43111.001

\_\_\_\_\_  
Underlining = material added to Ordinance following introduction  
~~Strike through~~ = material stricken from Ordinance following introduction



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

---

**Topic:**

Adoption of Rules of Procedure

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Rules\_of\_Procedure.pdf

**Description**

Rules of Procedure



**CITY OF HAGERSTOWN, MARYLAND**

**MAYOR AND CITY COUNCIL**

**RULES OF PROCEDURE**

**TABLE OF CONTENTS:**

1. Authority
2. General Rules
3. Meetings
4. Chairman and Duties
5. Order of Business and Agenda
6. Citizens' Rights
7. Suspension and Amendment of These Rules

~~Amended September 24, 2013~~  
**December 20, 2016**

## **RULES OF PROCEDURE**

### **1. AUTHORITY**

- 1.1 The Charter of the City of Hagerstown, Section 206, provides that the Mayor and Council shall determine its own rules of procedure for meetings. Rules pertaining to open meetings are in accordance with the provisions of the Annotated Code of Maryland, ~~State Government Article, Section 10-507(b).~~ **General Provisions Article, Title 3.** The following set of rules shall be in effect upon their adoption by the Mayor and Council and until such time as they are amended or new rules adopted in the manner provided by these rules.

### **2. GENERAL RULES**

- 2.1 **Rules of Order:** "Roberts Rules of Order Newly Revised: ~~Tenth Edition~~ **Eleventh Edition**" shall govern the proceedings of the Mayor and Council in all cases, unless they are in conflict with these rules.
- 2.2 **Meetings to be Public:** All official meetings of the Mayor and Council, except where State or local law allows Executive Sessions for certain limited topics, shall be open to the general public, who is invited to listen and observe. Except in instances when the Mayor and Council expressly invites public testimony, questions, comments, or other forms of public participation, no member of the public attending an open session may participate in the session. The journal of proceedings shall be open to public inspection.
- 2.3 **Quorum:** A majority of the members of the Council shall constitute a quorum and be necessary for the transaction of business. If a quorum is not present, those in attendance will be named and they shall adjourn to a later time.
- 2.4 **Journal of Proceedings:** An account of all proceedings of the Mayor and Council shall be kept by the City Clerk and shall be entered in a book constituting the official record of the Mayor and Council.
- 2.5 **Right of Floor:** Any member desiring to speak shall be recognized by the Chair, and shall confine his or her remarks to one subject under consideration or to be considered.
- 2.6 **City Administrator:** The City Administrator shall attend all meetings of the Mayor and Council unless excused. The City Administrator may make recommendations to the Mayor and Council and shall have the right to take part in all discussions of the Council, but shall have no vote.

- 2.7 **City Attorney:** The City Attorney shall attend all meetings of the Mayor and Council unless excused and shall, upon request, give an opinion, either written or oral, on questions of law.
- 2.8 **City Clerk:** The City Clerk shall attend all meetings of the Mayor and Council unless excused and shall keep the official journal (minutes) and perform such other duties as may be requested by the Mayor and Council.
- 2.9 **Officers and Employees:** Department heads of the City, when there is pertinent business from their departments on the Council agenda, shall attend such Council meetings upon request of the City Administrator.
- 2.10 **Cellular Telephones:** The use of cellular telephones in the Council Chamber during Mayor and Council meetings shall be prohibited. Any audible features of cellular or electronic devices shall be turned off during meetings.

### 3. **MEETINGS**

- 3.1 **Regular Meeting:** The Mayor and Council shall hold a Regular Meeting a minimum of once each month, in accordance with the City Charter. All Regular Meetings shall generally convene on the fourth Tuesday of each month at 7:00 p.m. in the Council Chamber, second floor, City Hall.
- 3.2 **Special Meetings:** Special meetings may be called by three or more members of the Council or by the Mayor. The City Clerk shall prepare a notice of special session, stating time, place, and object, and the notice shall be served **personally** upon each member of the Council ~~or left at his or her usual place of residence,~~ at least three hours before the time of the meeting. It shall also be the duty of the City Clerk to make diligent effort to notify each member of the Council in person, either by telephone or otherwise, of such special session. Notice of such special session shall be properly publicized by the news media as specified by law. Only matters set forth in the notice of the meeting shall be discussed at such meeting.
- 3.3 **Work Sessions:** The Mayor and Council may meet informally in work sessions (study sessions), open to the public, at the call of the Mayor or three or more members of the Council, to review forthcoming programs of the City, receive progress reports on current programs or projects, or receive other similar information from the City Administrator, provided that all discussions and conclusions thereon shall be informal. No formal actions may be taken in a work session.
- 3.4 **Executive Sessions:** Executive Sessions, or closed meetings, may be held in accordance with the applicable provisions of the Charter of the City of Hagerstown and of the Annotated Code of Maryland. A majority of the members present must vote in favor of closing the session prior to meeting in Executive

Session. The vote will be recorded and a written statement shall be provided outlining the reason for closing the meeting, including a citation of the authority under the Annotated Code of Maryland, and a listing of the topics to be discussed.

Topics that may be discussed include: (1) Personnel matters; (2) Protection of the privacy or reputation of individuals in matters not related to public business; (3) Consider the acquisition of real property for a public purpose; (4) Proposal for a business or industrial organization to locate, expand or remain in the City; (5) Investment of public funds; (6) Marketing of public securities; (7) Consultation with legal counsel to obtain legal advice; (8) Pending or potential litigation; (9) Collective bargaining negotiations; (10) Public security, including the development and implementation of emergency plans; (11) Qualifying examinations; (12) Investigative proceedings concerning criminal misconduct; (13) Compliance with specific constitutional, statutory, or judicially imposed requirements that prevents public disclosures about particular matters; (14) Discuss matters directly related to a negotiating strategy or contents of a bid or proposal, if public discussion would adversely affect the competitive bidding or proposal process; and (15) Administrative functions. No ordinance, resolution, rule or regulation shall be finally adopted at such an executive session.

- 3.5 **Recording of Open Meetings:** All official meetings of the Mayor and City Council, except Executive Sessions, shall be open to the news media and to members of the general public, freely subject to recording by radio, television, tape recorder and photographic services at any time, provided that such arrangements do not interfere with the orderly conduct of the meetings.

A recording of an open session made by a member of the news media or general public, or any transcript derived from such a recording, may not be deemed a part of the record or any proceeding of the Mayor and City Council.

#### 4. **CHAIRMAN AND DUTIES**

- 4.1 **Chairman:** The Mayor shall preside as Chairman at all meetings of the Mayor and City Council. In the absence of the Mayor, the Council shall elect a Chairman.
- 4.2. **Call to Order:** The meetings of the Mayor and Council shall be called to order by the Mayor. In the absence of the Mayor, the meeting shall be called to order by the City Clerk for the election of a temporary Chairman.
- 4.3 **Preservation of Order:** The Chairman shall preserve order and decorum, prevent attacks on personalities or the impugning of members motives, and confine members in debate to the question under discussion.

- 4.4 **Points of Order:** The Chairman shall determine all points of order, subject to the right of any member to appeal to the Council. If any appeal is taken, the question shall be, "Shall the decision of the Chairman be sustained?"
- 4.5 **Questions to be Stated:** The Chairman shall state all questions submitted for a vote and announce the result. A roll call vote shall be taken upon the request of any member.
- 4.6 **Substitution for Chairman:** The Chairman may call any other member to temporarily chair the meeting in order to take part in debate or to cover a temporary absence. Such substitution shall not continue beyond adjournment.

## 5. **ORDER OF BUSINESS AND AGENDA**

- 5.1 **Order of Business:** The business of all regular meetings of the Mayor and Council shall be transacted in the following order, unless the Council, by a majority vote of the members present, suspends the rules and changes the order:
- (1) Call to Order
  - (2) Invocation
  - (3) Pledge to the Flag
  - (4) Announcements
  - (5) Appointments
  - (6) Guests
  - (7) Citizen Comments
  - (8) Public Hearings
  - (9) Administrator's Comments
  - (10) Mayor and Council Comments/Reports
  - (11) Approval of Minutes
  - (12) Consent Agenda
  - (13) Unfinished Business
  - (14) New Business
  - (15) Adjournment
- 5.2 **Consent Agenda:** The Consent Agenda may contain items of a routine and non-controversial nature which may include, but are not limited to the following: communications, memos and reports for information, resolutions, agreements, petitions, minutes, applications, approval of purchase requisitions. The Consent Agenda may be accepted by the consent of the Council by a single vote without reading, unless a member of the Council should request any item be removed for further discussion. Any item removed from the Consent Agenda will automatically become the last item under New Business.

- 5.3 **Agenda:** The agenda of each meeting shall be prepared by the City Clerk **after review and decision of agenda topics is completed by the City Administrator and the City Clerk, with input from the Department Heads. The Mayor, or three or more members of the Council, may request specific topics to be added to a future agenda.** The agenda and meeting packet shall be **electronically** delivered to members of the Council at least forty-eight (48) hours preceding the meeting to which it pertains. The agenda **and meeting packet for public review** shall be available in the City Clerk's office on the Friday afternoon preceding each meeting of the Mayor and City Council.

## 6. **CITIZENS' RIGHTS**

- 6.1 **Addressing the Mayor and Council:** Any person desiring to address the Mayor and Council may do so when recognized by the Chairman (during Citizen Comments).
- 6.2 **Manner of Addressing the Mayor and Council -- Time Limit:** Each person addressing the Mayor and Council shall utilize the microphone, give his or her name and address for the record and, unless further time is granted by the Council, shall limit their address to five minutes. When large groups of citizens wish to address the Mayor and Council on the same topic, each organization or group addressing the Mayor and Council shall choose two representatives to make comments to the Mayor and City Council, acting as spokespersons. The spokespersons shall limit their addresses to five minutes. All remarks shall be addressed to the Mayor and Council as a body, and not to any member individually. No person, other than members of the Council and the person having the floor, shall be permitted to enter into any discussion, either directly or through the members of the Council. No questions shall be asked the Councilmembers, except through the presiding officer. The Council will then determine the disposition of the issue (to be placed on the agenda, work session, other agenda, take under advisement or refer to the City Administrator).
- 6.3 **Personal and Slanderous Remarks:** Any person making personal, impertinent or slanderous remarks, or who shall become boisterous while addressing the Mayor and Council, may be requested to leave the meeting and may be forthwith, by the presiding officer, barred from further audience before the Mayor and Council during that meeting.
- 6.4 **Reading of Protests:** Interested persons, or their authorized representatives, may address the Mayor and Council for the reading of protests, petitions, or communications relating to any matter over which the Council has control, when the item is under consideration by the Mayor and Council, if a majority of the Council present agrees to let them be heard.



- 6.5 **Written Communication:** Interested parties, or their authorized representatives, may address the Mayor and Council by written communication in regard to any matter concerning the City's business or over which the Council has control at any time by direct mail or by addressing the City Clerk and copies will be distributed to the Councilmembers.

7. **SUSPENSION AND AMENDMENT OF THESE RULES**

- 7.1 **Suspension of Rules:** Any provision of these rules not governed by the City Charter or City Code may be temporarily suspended by a vote of a majority of the City Council. The vote on any such suspension shall be taken by ayes and noes and entered upon the record.
- 7.2 **Amendment of Rules:** These rules may be amended, or new rules adopted, by a majority vote of all members of the City Council, provided that the proposed amendments or new rules shall have been ~~introduced~~ reviewed into the record at a prior Council meeting.

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

---

**Topic:**

Introduction of an Ordinance: Conversion District Amendment, 901 Pope Avenue

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

ZM201603\_Ordinance\_Intro.pdf

**Description**

Motion Sheet, Ordinance,  
Findings of Fact

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** December 20, 2016

**TOPIC:** **Introduction of an Ordinance: Conversion District Amendment,  
901 Pope Avenue (ZM-2016-03)**

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

**MOTION:** I hereby move that the Mayor and City Council Introduce an Ordinance for an amendment to the Conversion District Overlay, including the condition endorsed by the Planning Commission, on property located at 901 Pope Avenue.

DATE OF INTRODUCTION: 12/20/2016  
DATE OF PASSAGE: 01/31/2017  
EFFECTIVE DATE: 03/02/2017

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

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for an amendment to a Conversion District Overlay was made by **JEFFREY CRAMPTON**;

WHEREAS; said application for Conversion District amendment and amendment to the Zoning Map and Zoning Ordinance is known and designated as Case No. ZM-2016-03;

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing in compliance with said Ordinance on December 20, 2016, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

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

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on January 24, 2017, take formal action to approve the Conversion District Overlay amendment for the property designated as **901 POPE AVENUE**, Hagerstown, Maryland, to add to the list of previously approved uses;

WHEREAS; the Mayor and City Council did make findings of fact which are attached hereto and incorporated here in (“Attachment A”) and entitled “Findings of Fact”;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the Zoning Reclassification and Zoning Map Amendment requesting Case No. ZM-2016-03 for a Conversion District Overlay amendment is hereby granted.

WITNESS:

MAYOR AND CITY COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler, City Clerk

By: \_\_\_\_\_  
Robert E. Bruchey, II, Mayor

DATE OF INTRODUCTION: 12/20/2016  
DATE OF PASSAGE: 01/24/2017  
EFFECTIVE DATE: 02/23/2017

**EXHIBIT “A” ZONING  
RECLASSIFICATION APPLICATION NO. ZM-2016-03**

Applicant: Jeffrey Crampton  
Location: 901 Pope Avenue  
Hagerstown, Maryland 21740

**OPINION AND FINDINGS OF FACTS**

The foregoing matter was heard at Public Hearing by the Mayor and City Council on December 20, 2016, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

**FINDINGS OF FACT**

The property which is the subject of the proposed map amendment is located at 901 Pope Avenue. The proposal was by the owner of the property. The tract consists of three (3) acres, more or less. The property currently contains a former industrial building which was constructed prior to October 1, 1956.

The property at 901 Pope Avenue is situated south of Rose Hill Cemetery and east of a CSX railroad line. The property is approximately 3 acres in size and was built as an industrial use around 1900. The property was originally zoned Industrial Restricted (IR) in 1977 and still carries that underlying classification today. In 1991, the property was approved for a Conversion District Overlay to allow office uses in the existing building with the intent of “providing a transition between the industrial district and residential district to the east”. In 1998, the Conversion District Overlay for this property was amended to convert existing office spaces into 12 residential units.

The owner represented himself before the Mayor and City Council that it is the owner’s intent to amend the Conversion District Overlay for 901 Pope Avenue to add to the list of approved uses (and corresponding NAICS codes) for the property in order to make the property more flexible for re-use. Uses below are listed as written in the Land Management Code; however, the text in

CAPITAL LETTERS in #2 was specifically added for this application. The proposed uses are as follows:

1. Tanning and Depilatory Salons (812199)
2. Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult businesses – up to 5,000 square feet in net floor area per business. This provision shall also include retail bakeries (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in this chart THE ZONING ORDINANCE shall prevail. NO MORE THAN ONE SUCH USE SHALL BE PERMITTED IN THIS CONVERSION DISTRICT.
3. Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments
4. Visual and Performing Arts Studios
5. Catering kitchens, for preparation of food for off-site delivery and associated office and storage use (722320)
6. Professional, scientific & technical services (54), except veterinary services
7. Fitness and Recreational Sports Centers
8. Artist Live-Work Space in large former commercial, industrial or institutional buildings
9. Personal and household goods repair and maintenance (8114)

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

1. A Conversion District Overlay is permitted in the underlying zoning district of IR (Industrial Restricted);
2. The uses listed above are permitted in the Conversion District Overlay;



3. The building was constructed prior to October, 1956;
4. The front of the building is oriented towards Pope Avenue, a public street;
5. The total land area of the subject parcel is approximately 3 acres, which is below the minimum square footage allowed of 20,000 square feet of land area.
6. The area proposed for a Conversion District is in one ownership.
7. The development is an existing, nonresidential structure containing at least two floors within which all proposed uses, except parking, are contained within;
8. No additions are proposed;

The Conversion District Overlay are to stimulate the adaptive reuse of existing, nonresidential, multi- story structures, to maintain and increase the City's assessable base, to expand business and employment opportunities, and to protect residential neighborhoods from excessive traffic odors, fumes, noise, and light. The Conversion District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics through the commitment to an approved development concept plan. This site was analyzed for this application and the following condition was approved and endorsed by the Planning Commission:

Any trash dumpsters, existing or proposed, that are located along the Pope Avenue side of the building be provided with dumpster enclosures in accordance with the requirements of the Ordinance.

### **CONCLUSION**

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on December 20, 2016, to be true and accurate, and that all procedural requirements prerequisite to approval of the Conversion District Overlay by

this Body have been met. The Mayor and City Council find as a matter of fact that the proposal generally does not violate the spirit and intent of the Zoning Ordinance. We further find that the approval of the proposed Conversion District Overlay amendment will not materially or adversely affect adjoining properties provided that the enumerated condition is adhered to.

MAYOR AND COUNCIL FOR THE  
CITY OF HAGERSTOWN, MARYLAND

By: \_\_\_\_\_  
Robert E. Bruchey, II, Mayor

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

---

**Topic:**

Introduction of an Ordinance: Quit Claim of Portion of Alley 4-48

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

quit\_claim\_alley\_4-48.2016.pdf

**Description**

Quit Claim - Portion of Alley  
4-48



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

December 8, 2016

TO: Valerie Means, City Administrator

FROM: Jim Bender, Assistant City Engineer *JB*

RE: Quit Claim – Portion of Alley 4-48

---

**Background:**

Staff received a request from Lloyd Thoburn (dba 339 Antietam, LLC) for the City to quit claim a portion of Alley #4-48 that separates two parcels that he owns near 367 East Franklin Street. The attached exhibit shows the configuration of Mr. Thoburn's parcels, and the portion of the alley that he would like to have quit-claimed. Mr. Thoburn intends to rehabilitate the large existing warehouse building that fronts on Franklin Street (Parcel 1153 on the exhibit), and to construct a large parking lot on the vacant parcel (Parcel 1191) that has frontage on Washington Street; a copy of the site development plan for that project is also attached. If the alley right-of-way would remain in place, Mr. Thoburn would be required to comply with setback requirements from the alley; this would limit the development potential of the property. The purpose of this memo is to present Mr. Thoburn's request, and to provide additional information for the Council's consideration; Council approval would be required for a quit claim or abandonment of a public right-of-way.

**Mayor and Council Action Requested:**

Review the attached information and determine whether or not to grant the request for a quit claim. If the Council decides to proceed with the quit claim, staff will work with the City Attorney to prepare an ordinance for introduction at the Regular Session meeting on December 20<sup>th</sup>. Staff will be present at the work session to discuss.

**Discussion:**

The right-of-way for Alley #4-48 was reserved when the parcels in this neighborhood were originally developed; however, the alley was never constructed. A short private driveway from Osborne Avenue that served the rear of the warehouse building was constructed in the alley right-of-way, but that driveway didn't extend westward to reach any other properties. The proposed quit-claiming of this portion of the alley right-of-way would not adversely impact any other property owners; the parcel at #354 E. Washington Street will still adjoin the remaining Alley #4-48 right-of-way, and could use that right-of-way to access to E. Franklin Street.

Staff contacted other City departments and agencies to determine whether or not there were any concerns or objections to the proposed quit claim. The Hagerstown Police Department, Fire Department, Water Division, Light Department, and the Department of Planning & Code Administration had no objection to the request. The Public Works Department has no objection to the request, as long as easements are created to protect and enable maintenance of existing public storm drainage pipes in the alley right-of-way. The Wastewater Division also had no objection to the quit-claim, but requested the establishment of a 20'-wide easement along an existing sanitary sewer main that crosses the

**Parks and Recreation Division**

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

**Engineering Division**

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

property. The Hagerstown Planning Commission is aware of the request, and is expected to formally approve the quit claim at their Regular Session meeting on December 14<sup>th</sup>.

From a neighborhood perspective, Staff is encouraged to see that this vacant warehouse building may be put to a new use. Also, the vacant Parcel 1191 has been the source of numerous Code Administration violations and concerns over the years, and the proposed improvements to that property should help to remove a blighting influence from this neighborhood.

attachments: Exhibit A – parcel configuration  
Proposed Site Development Plan  
Photographs of site/alley right-of-way

cc: Eric Deike  
Mike Spiker  
Kathleen Maher  
Rodney Tissue





**EXHIBIT A - PROPOSED QUIT CLAIM OF A PORTION OF ALLEY #4-48**

SCALE: 1"= 100'





FOX & ASSOCIATES, INC.  
ENGINEERS • SURVEYORS • PLANNERS  
801 N. ARLIN ROAD  
FREDERICK, MD 21701  
PHONE: (301) 283-5000  
FAX: (301) 283-5009  
www.foxandassociates.com

GRADING/SEDIMENT CONTROL PLAN  
COINOP WAREHOUSE  
SITUATE AT 367 EAST FRANKLIN STREET  
WASHINGTON COUNTY, MARYLAND  
CITY OF HAGERSTOWN

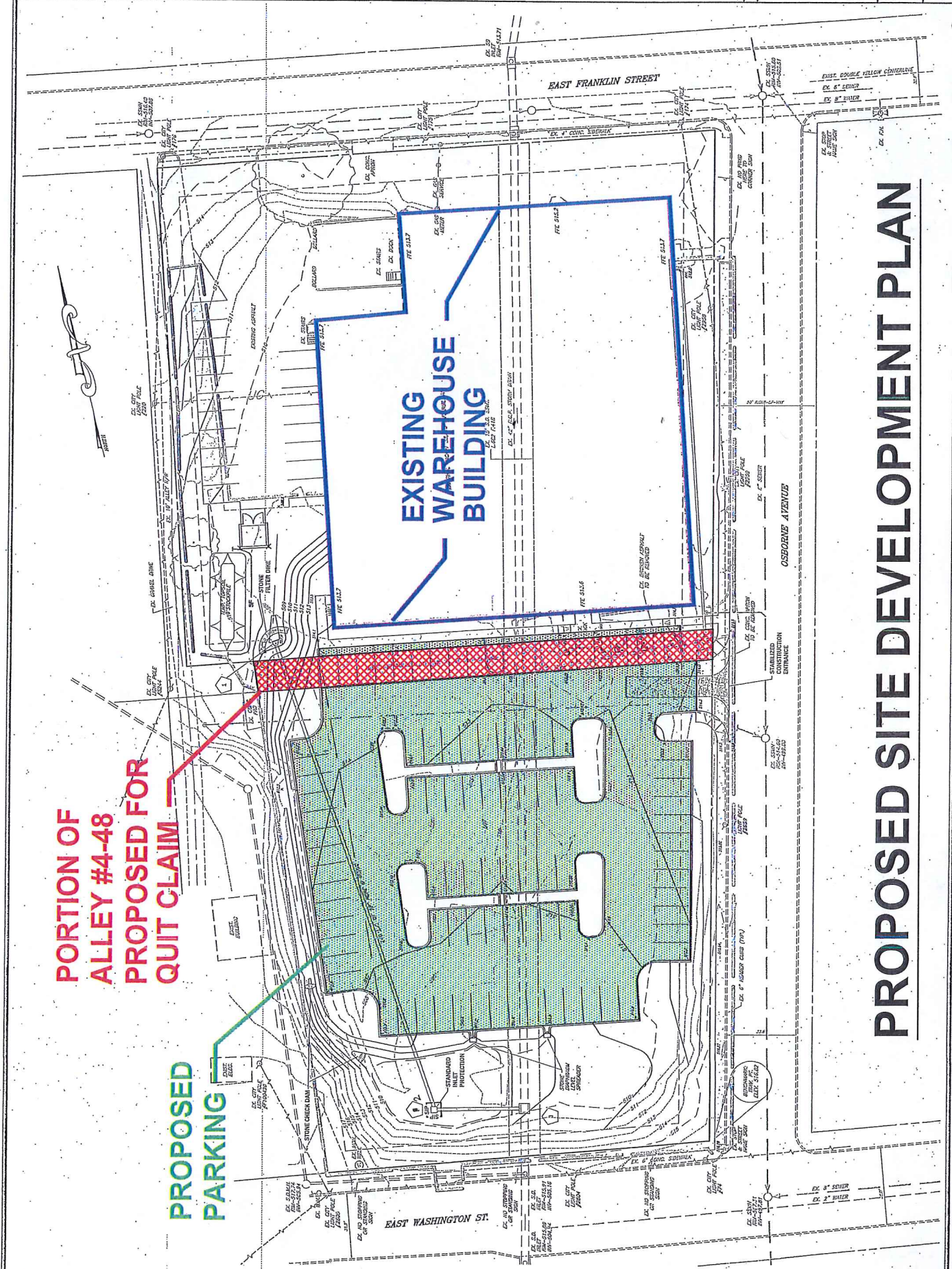
SCALE: 1"=20'  
PROFESSIONAL CERTIFICATION  
PROJECT NO. 15-31203  
DRAWING NO. D-5842  
DATE: 02/15/16  
CHECKED BY: C.S.P.  
SHEET 4 OF 8

PORTION OF  
ALLEY #4-48  
PROPOSED FOR  
QUIT CLAIM

PROPOSED  
PARKING

EXISTING  
WAREHOUSE  
BUILDING

PROPOSED SITE DEVELOPMENT PLAN





# **SITE PHOTOGRAPHS - ALLEY 4-48 QUIT CLAIM**



**LOOKING WEST AT ALLEY 4-48 R/W  
FROM OSBORNE AVENUE**



**LOOKING NORTH ACROSS PARCEL 1191 FROM  
E. WASHINGTON STREET; WAREHOUSE ON  
PARCEL 1153 VISIBLE IN DISTANCE**

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

---

**Topic:**

Approval of a Resolution: Street Acceptance: Portion of Meridian Drive

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Resolution\_-\_Offer\_of\_Dedication\_-\_Meridian\_Drive.pdf

**Description**

Resolution



## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** December 20, 2016

**TOPIC:** Resolution to accept the offer of dedication of a portion of Meridian Drive

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

**MOTION:** I hereby move to approve a resolution to accept the offer of dedication of a portion of the newly constructed Meridian Drive, recorded among the plat records of Washington County, Maryland as Plats No. 7429 and 8067. The City shall commence maintenance of this street effective immediately since the developer has submitted the proper one-year maintenance bond.

DATE OF PASSAGE: 12/20/2016

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION TO ACCEPT THE OFFER OF DEDICATION OF A  
PORTION OF MERIDIAN DRIVE BY THE CITY OF HAGERSTOWN

RECITALS

The City of Hagerstown is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

**WHEREAS**, offers of dedication have been made by Churchey Group II, LLC of a portion of Meridian Drive to the City pursuant to plats filed among the Land Records of the Clerk of the Circuit Court for Washington County, Maryland as more particularly set forth below.

**WHEREAS**, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this street into the street system for the City of Hagerstown, as indicated on the attached drawing.

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and Council do hereby accept the offer of dedication made by Churchey Group II, LLC of the portion of Meridian Drive appearing on Plat folio 8067-68.

**BE IT FURTHER RESOLVED**, that the Mayor, City Clerk and Staff are authorized to take such further actions as may be necessary to formalize this acceptance.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL  
MARYLAND

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN,

\_\_\_\_\_  
Donna K. Spickler, City Clerk

By: \_\_\_\_\_  
Robert E. Bruchey, II,  
Mayor

Date of Introduction: December 20, 2016  
Date of Passage: December 20, 2016  
Effective Date: December 20, 2016

Churchey Group II, L.L.C.  
P.O.Box 420  
Funkstown, Maryland 21734

City of Hagerstown Engineering Department  
1 East Franklin Street  
Hagerstown, Md 21740

Re: Final Phase #5 of Greenwich Park (Meridian Drive)

This letter we are asking for Meridian Drive final phase to be ~~excepted~~<sup>accepted</sup>.

Any Questions please call Wes Churchey 301-991-1678.

Sincerely Yours,



---

Warren "Wes" Churchey  
Operating Manager  
Churchey Group II, L.L.C.

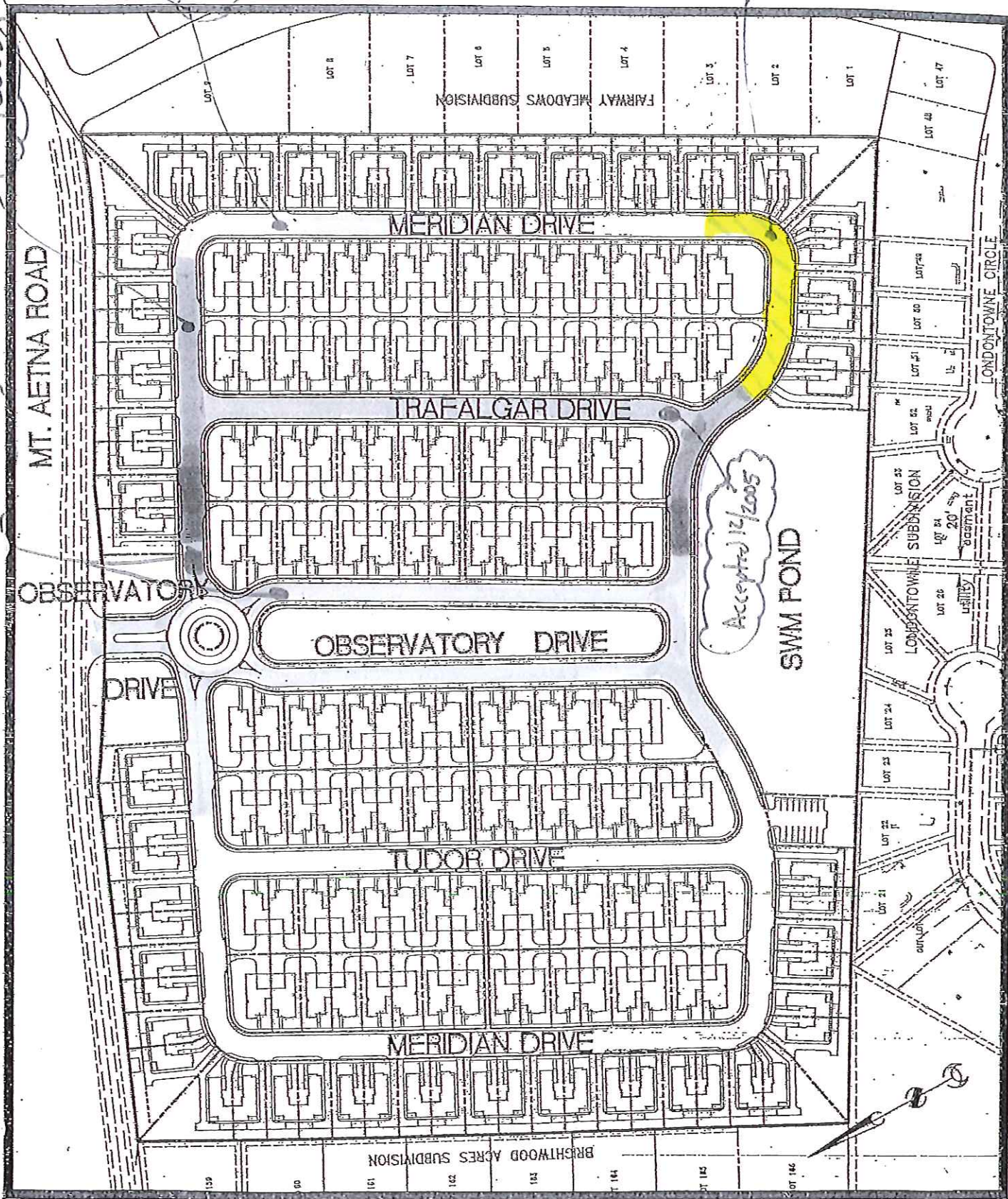


11/2005

7/2005

Accepted  
12/2011

Area to be  
accepted  
in 2016



SCALE 1" = 200'

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

---

**Topic:**

Approval of a Resolution: Rental Contract with the National Institute of Standards and Technology (NIST) for Portion of 14 N. Potomac Street

**Mayor and City Council Action Required:**

Staff request Mayor & Council approval to renew a rental contract agreement with the National Institute of Standards and Technology (NIST) for use of space in the Elizabeth Hager Center. The term of the rental contract is for one year with renewal options for up to four additional years.

**Discussion:**

For several years, NIST has been utilizing space in the Elizabeth Hager Center to serve as a continuity of operations site (commonly referred to as a COOP). The new rental contract allows for NIST staff to conduct emergency drills in the Elizabeth Hager Center up to four times a year. NIST staff may also use the Elizabeth Hager Center if an actual emergency event would prevent use of NIST offices in Gaithersburg, MD.

Key terms and conditions of the proposed rental contract include:

- Contract to be effective through December 2017
- Annual rent charge of \$13,848
- One year renewal options that could extend the contract through December of 2021
- Annual rent charge would increase in option year 3 and option year 4 to \$14,476

Staff have worked with the City Attorney and NIST representatives to review all aspects of the proposed rental contract. A copy of the draft rental contract is attached.

**Financial Impact:**

**Recommendation:**

**Motion:**

I hereby move for the approval of a resolution authorizing a rental contract between the National Institute of Standards and Technology (NIST) and the City of Hagerstown. The rental contract will allow NIST to utilize designated space in the Elizabeth Hager Center for emergency drills and when an actual emergency prevents NIST from operating at their headquarters in Gaithersburg, Maryland. The agreement expires on December 29, 2017 and includes renewal options to extend the contract through 2021.

**Action Dates:**

DATE OF INTRODUCTION: 12/20/2016  
PASSAGE: 12/20/2016  
DATE: 12/20/2016

DATE OF  
EFFECTIVE

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

MEMO\_NIST\_Rental\_Contract.pdf

REQUIRED\_MOTION\_NIST\_agreement.pdf

NIST\_resolution\_contract.pdf

**Description**

Cover Memo NIST for use  
of space in the Elizabeth  
Hager Center

Motion - NIST Rental  
Contract

Resolution & Rental  
Contract with NIST for use  
of space in the Elizabeth  
Hager Center





# **CITY OF HAGERSTOWN, MARYLAND**

Department of Community and Economic Development  
Business and Community Relations Division

To: Valerie Means, City Administrator

From: Jonathan Kerns, Community Development Manager

Date: December 8, 2016

**RE: Renewal of Rental Contract with NIST for use of space in the Elizabeth Hager Center**

---

## **Mayor & Council Action Requested**

Staff request Mayor & Council approval to renew a rental contract agreement with the National Institute of Standards and Technology (NIST) for use of space in the Elizabeth Hager Center. The term of the rental contract is for one year with renewal options for up to four additional years.

For several years, NIST has been utilizing space in the Elizabeth Hager Center to serve as a continuity of operations site (commonly referred to as a COOP). The new rental contract allows for NIST staff to conduct emergency drills in the Elizabeth Hager Center up to four times a year. NIST staff may also use the Elizabeth Hager Center if an actual emergency event would prevent use of NIST offices in Gaithersburg, MD.

Key terms and conditions of the proposed rental contract include:

- Contract to be effective through December 2017
- Annual rent charge of \$13,848
- One year renewal options that could extend the contract through December of 2021
- Annual rent charge would increase in option year 3 and option year 4 to \$14,476

Staff have worked with the City Attorney and NIST representatives to review all aspects of the proposed rental contract. A copy of the draft rental contract is attached.

Attachments: Motion, Resolution, and Draft rental contract for NIST

- c. Jill Frick  
Eric Deike  
Michelle Hepburn

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**December 20, 2016**

**TOPIC:**        **Rental Contract with NIST for use of space in the Elizabeth Hager Center**

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

**MOTION:**    I hereby move for the approval of a resolution authorizing a rental contract between the National Institute of Standards and Technology (NIST) and the City of Hagerstown. The rental contract will allow NIST to utilize designated space in the Elizabeth Hager Center for emergency drills and when an actual emergency prevents NIST from operating at their headquarters in Gaithersburg, Maryland. The agreement expires on December 29, 2017 and includes renewal options to extend the contract through 2021.

DATE OF INTRODUCTION:	12/20/2016
DATE OF PASSAGE:	12/20/2016
EFFECTIVE DATE:	12/20/2016

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE APPROVAL OF A RENTAL CONTRACT  
BETWEEN THE CITY OF HAGERSTOWN AND  
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST)  
FOR A PORTION OF 14 N. POTOMAC STREET, HAGERSTOWN, MARYLAND  
FOR EMERGENCY MANAGEMENT OPERATIONS AND FUNCTIONS**

**RECITALS**

WHEREAS, the City of Hagerstown currently owns property known as 14 N. Potomac Street, Hagerstown, Washington County, Maryland; and

WHEREAS, a portion of said property has been utilized by the National Institute of Standards and Technology ("NIST") in connection with its emergency management operations and functions; and

WHEREAS, NIST has requested, and the City of Hagerstown desires to enter into a new rental contract to permit NIST to continue to conduct its emergency management operations and functions at the said premises; and

WHEREAS, NIST desires to enter into a one (1) year agreement, with four (1) year renewal options, with the last option, if exercised, concluding on December 29, 2021; 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 of Hagerstown to do so;

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

1. That the premises known as 14 N. Potomac Street, Suite 200A, Conference Rooms 1 and 2, Hagerstown, Washington County, Maryland, be and is hereby leased to the National Institute of Standards and Technology pursuant to the Solicitation/Contract/Order for Commercial Items, the Statement of Work, the Contract Terms and Conditions, and the Floor Plan (collectively referred to as the "Rental Contract"), and consisting of 30 pages total, all of which are attached hereto and incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Rental Contract attached hereto to NIST.
3. That the Mayor be and is hereby authorized to execute and deliver any other necessary documentation in order to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna Spickler, City Clerk

\_\_\_\_\_  
Robert E. Bruchey, II, Mayor

Date of Introduction: December 20, 2016  
Date of Passage: December 20, 2016  
Effective Date: December 20, 2016

Prepared by:  
SALVATORE & MORTON, LLC  
City Attorneys



<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b>				1. REQUISITION NUMBER NB137000-17-00635		PAGE 1 OF 29		
<b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>								
2. CONTRACT NO. SB1341-17-SE-0030		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SANDRA SMITH sandra.smith@nist.gov			b. TELEPHONE NUMBER (No collect calls) 301-975-6646		6. SOLICITATION ISSUE DATE	
9. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640		CODE 000SB		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS 0 Days 0% Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO See Schedule		CODE		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP				
16. ADMINISTERED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640				CODE 000SB				
17a. CONTRACTOR/ OFFEROR. HAGERSTOWN, CITY OF 1 EAST FRANKLIN ST 4TH FLOOR HAGERSTOWN MD 21740		CODE 00019463		FACILITY CODE		18a. PAYMENT WILL BE MADE BY NATIONAL INST OF STDS AND TECHNOLOGY ACCOUNTS PAYABLE OFFICE 100 BUREAU DRIVE 101/A836 STOP 1621 GAITHERSBURG MD 20899-1621		
CAGE: 1V8U1 TIN: 526000794 TELEPHONE NO.		DUNS: 017839283		CODE 000003				
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
23. UNIT PRICE		24. AMOUNT						
Please		see continuation page for line item details.						
(Use Reverse and/or Attach Additional Sheets as Necessary)								
25. ACCOUNTING AND APPROPRIATION DATA See Schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$13,848.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATE _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:				
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)				
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print) SANDRA SMITH 301-975-6646 sandra.smith@nist.gov		31c. DATE SIGNED		

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		42b. RECEIVED AT (Location)		
		42c. DATE REC'D (YY/MM/DD)		
		42d. TOTAL CONTAINERS		

GENERAL AWARD INFORMATION

**This is a Firm-Fixed-Price Purchase Order.**  
**Contractor's Point of Contact for Administration:**  
Name: Jonathan Kerns  
Phone Number: 301-739-8577 Ex. 134  
Email: [jkerns@hagerstownmd.org](mailto:jkerns@hagerstownmd.org)

**NIST Contracting Officer's Representative (COR) if Applicable:**  
Name: Ed Mai  
Phone Number: 301-975-2631  
Email: ed.mai@nist.gov

**Designated Government Official (reference NIST SOP 01-14):**  
☐ Technical POC/Administrative Officer  
☐ COR/ACOR  
☒ Contracting Officer

**NIST Contract Specialist**  
Name: Sandra Smith  
Phone Number: 301-975-6646  
Email: sandra.smith@nist.gov

**Extended Test/Acceptance Period:**

Test/Acceptance Period Ends: N/A (include only if answer is "Yes" above)

**Additional Information:**

**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
0001	<p>Base year Services support for COOP Operations.</p> <p>Continuity of Operations (COOP) site for NIST based on attached Statement of Work</p> <p>Accounting and Appropriation Data: 57.17.0098.060200000.1370960.000. 1013013700000000.25990000.000000 \$13,848.00 PR NUMBER: NB137000-17-00635 DELIVERY DATE: 12/28/2017 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 FOB : Destination Period of Performance: 12/29/2016 to 12/28/2017 Option Year 1: Services support for COOP Operations.</p>	4.00	QR	NTE 3,462.00	NTE 13,848.00
1001	<p>Continuity of Operations (COOP) site for NIST based on attached Statement of Work</p> <p>PR NUMBER: NB137000-17-00635 DELIVERY DATE: 12/28/2018 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 FOB : Destination Period of Performance: 12/29/2017 to 12/28/2018 Option Year 2: Services support for COOP Operations.</p>	4.00	QR	NTE 3,462.00	NTE/OPT 13,848.00
2001	<p>Continuity of Operations (COOP) site for NIST based on attached Statement of Work</p> <p>PR NUMBER: NB137000-17-00635 DELIVERY DATE: 12/28/2019 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001 FOB : Destination Period of Performance: 12/29/2018 to 12/28/2019 Option Year 3: Services support for COOP Operations.</p>	4.00	QR	NTE 3,462.00	NTE/OPT 13,848.00
3001	<p>Continuity of Operations (COOP) site for NIST based on attached Statement of Work</p> <p>PR NUMBER: NB137000-17-00635 DELIVERY DATE: 12/28/2020 SHIP TO: NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE</p>	4.00	QR	NTE 3,619.00	NTE/OPT 14,476.00



**SCHEDULE Continued**

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE \$	AMOUNT \$
4001	<p>GAITHERSBURG MD 20899-0001</p> <p>FOB : Destination</p> <p>Period of Performance: 12/29/2019 to 12/28/2020</p> <p>Option Year 4: Services support for COOP Operations.</p> <p>Continuity of Operations (COOP) site for NIST based on attached Statement of Work</p> <p>PR NUMBER: NB137000-17-00635</p> <p>DELIVERY DATE: 12/28/2021</p> <p>SHIP TO:</p> <p>NATIONAL INST OF STDS AND TECHNOLOGY</p> <p>BUILDING 301 SHIPPING AND RECEIVING</p> <p>100 BUREAU DRIVE</p> <p>GAITHERSBURG MD 20899-0001</p> <p>FOB : Destination</p> <p>Period of Performance: 12/29/2020 to 12/28/2021</p>	4.00	QR	<p>NTE</p> <p>3,619.00</p>	<p>NTE/OPT</p> <p>14,476.00</p>

## Table of Contents

SECTION .....	7
. 1 STATEMENT OF WORK.....	7
. 2 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MANAGEMENT (JUL 2016).....	11
. 3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015).....	12
. 4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--	
COMMERCIAL ITEMS (SEPT 2016).....	15
. 5 52.217-5 EVALUATION OF OPTIONS (JUL 1990).....	19
. 6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999).....	19
. 7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	19
. 8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004).....	19
. 9 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010).....	19
. 10 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010).....	20
. 11 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010).....	20
. 12 NIST LOCAL-04 BILLING INSTRUCTIONS.....	20
. 13 WAGE DETERMINATION.....	21

## SECTION

### 1. STATEMENT OF WORK

NIST Continuity Facility

24 October 2016

## 1. Statement of Work 2. For Continuity Facility Services

### General Information and Background

NIST's Emergency Services Office (ESO) plans, organizes, directs, and controls all of NIST's emergency services: emergency management and preparedness, fire services, security services, and physical security activities. ESO manages the NIST Continuity of Operations (COOP) program, to include coordinating the efforts of NIST's Emergency Planners / Coordinators, maintaining the NIST COOP Plan, and conducting training and emergency preparedness exercises.

By law and Executive Order (EO 13242), the Department of Commerce (DOC), to include all subordinate components, is required to have the capability to maintain continuous operations of its identified essential functions. NIST must be prepared during an emergency or threat of an emergency, natural or man-made, to efficiently and effectively continue and/or resume critical operations if interrupted.

### Objective

To establish a Continuity of Operations (COOP) site for NIST at least fifty (50) miles from the National Capital Area, preferably North or Northwest of the District of Columbia, that can provide access to facilities, equipment and IT support. These services are in support of National Security Presidential Directive 51/Homeland Security Presidential Directive 20 ([NSPD-51/HSPD-20](#)), National Continuity Policy, May 2007. Upon a triggering event, designated NIST personnel shall have immediate access to the facility/services in support of NIST's mission.

### Scope

The contractor shall provide services and support on a 24 x 7 x 365-day basis for NIST's emergency management operations / functions during a threat of an emergency, a Continuity activation and during the resumption stage of the NIST continuity process.

### Tasks – Requirements

The desired location must be at least fifty (50) miles from the National Capital Area, preferably North or Northwest of the District of Columbia. Upon a triggering event, designated NIST personnel shall have immediate access to the facility/services in support of NIST's mission.

Two separate spaces on the same floor, contiguous where possible. One space to accommodate up to 20 individuals, the other space to accommodate up to 15 individuals. The following is a list of services and support necessary to the contract:

**NIST**

Page | 1

Tables and chairs for occupants within each space (desks or cubicles not required), additional seating may be necessary during certain triggering events;

Access to power outlets to connect computer, printer and facsimile machines;

Data, network and internet access for up to 35-40 users;

IT / Telecom Security / access technical support during and after business hours to ensure uninterrupted service (support for NIST applications and hardware excluded);

Cable TV connection in each space with access to television news stations;

Telephone service for 5 hard wired phones (4 may be digital, 1 must be analog for facsimile machine);

After-hours support services for infrastructure and facility services; i.e. electric, plumbing, HVAC, etc.;

Access to facility during business and after-hours;

Training on the security system to NIST designated personnel;

Provide for storage of NIST equipment /supplies (2 tall locked and 2 small locked cabinets).

NIST Gaithersburg, MD employees shall adhere to all policies and procedures in effect for the facility and services. Said policies and procedures shall be communicated prior to execution of this contract and all future amendments / changes to be communicated in writing.

NIST, Gaithersburg, MD shall provide appropriate points-of-contact to the offeror, including but not limited to the NIST Emergency Services Office, Contracting Officer, and Technical Support Personnel contact information.

The offeror will prepare and convert the facility for use by NIST personnel to include: ensuring tables and chairs are in place, power and data access is accessible and functional, and that telephone lines are connected and working. The offeror will ensure that all requirements are available and functional.

### **Delivery**

N/A

### **Government -Furnished Property (GFP)**

Two (2) tall locked cabinets to include:

- 2 SIIG Model W-5400122-52 video splitters
- 3 Linksys Model SR2024C 24-port switches
- 1 Linksys Model EA4500 Cisco router
- 1 Linksys Model WRT1900AC Wi-Fi router
- 2 Epson Model HV406A Projectors
- 2 Dell laser printers (Model 2335dn and 2330dn)

**NIST**

- 1 Dell OptiPlex 9010 computer
- 7 Dell laptop computers various models
- 2 Dell monitors model E3013H
- 1 Geneva Quartz Clock
- 2 keyboards
- 8 Dell mouse

2 small locked cabinets to include:

- 4 APC various models Backup UPS
- 1 Colby CX789 Weather Radio
- 2 Epson Model ELPLP64 replacement lamps for projectors
- 10 GETS/WPS cards
- 3 Post-It Flip charts
- Various documents relevant to COOP
- 4 Boxes of various office supplies
- 56 patch cables
- 7 surge suppressors
- 5 extension cords

### Responsibilities

NIST will be solely responsible for any cost of modifications needed to the existing hardware, software and infrastructure to activate COOP plans which exceeds the requirements. NIST Point-of-Contact (POC) or Alternate Point-of-Contact (APOC) will provide the offeror at least one (1) hour notification to prepare the facility for operations under this contract.

### Place of Performance

City of Hagerstown  
14 N. Potomac Street, 2<sup>nd</sup> floor  
Hagerstown MD 21740

### Security Considerations

N/A

### Travel

N/A

## Other Unique Requirements and Considerations

- [Executive Order 13242](#), Providing an Order of Succession Within the Department of Commerce, December 2001
- The Homeland Security Act of 2002 ([Public Law 107-296](#)), November 2002
- [Homeland Security Presidential Directive 5](#), Management of Domestic Incidents, 2003
- National Security Presidential Directive 51/Homeland Security Presidential Directive 20 ([NSPD-51/HSPD-20](#)), National Continuity Policy, May 2007
- Federal Continuity Directive ([FCD 1](#)), Federal Executive Branch National Continuity Program and Requirements, October 2012

## Period of Performance

This contract is for a one (1) year base period with four (4) one (1) year option periods.

12/29/2016 – 12/28/2017 – Base  
12/29/2017 – 12/28/2018 – Option One  
12/29/2018 – 12/28/2019 – Option Two  
12/29/2019 – 12/28/2020 – Option Three  
12/29/2020 – 12/28/2021 – Option Four

NIST anticipates utilizing the space quarterly during the year for communication checks and equipment testing and updating. There may be instances, as an emergency arises, where the space may be need for up to 4 days. NIST anticipates that once during the year the space will be utilized for 1-3 days for our annual full exercise.”

## Utilization Fee

Invoice for services rendered must be submitted for the entire year at the beginning of the contract year. Or if the offeror chooses payment for invoices submittal will be within 30 days of receipt.

In the event of an emergency, should the NIST operation exceed a 30-day period in any calendar year, NIST will pay to the offeror a sum of \$ 400.00 per day for each day over 30 that NIST continues to use these services. The invoice for the additional utilization fee must be provided within 30 days after the event to ensure prompt payment.

## Points-of-Contact (POC)

### Primary POC

Edward A.P. Mai  
Phone: (301) 975-2631

### Alternate POC

Benjamin F. Overbey  
Phone: (301) 975-8247

### ESO Director

Mark G. Spurrier  
Phone: (301) 975-2660



[ed.mai@nist.gov](mailto:ed.mai@nist.gov)

[benjamin.overbey@nist.gov](mailto:benjamin.overbey@nist.gov)

[mark.spurrier@nist.gov](mailto:mark.spurrier@nist.gov)

**IT Support Staff**

*Primary*

Romain Tweedy

Phone: (301) 975-8824

[r.tweedy@nist.gov](mailto:r.tweedy@nist.gov)

*Alternate*

Daniel L. Diamond

Phone: (301) 975-4382

[daniel.diamond@nist.gov](mailto:daniel.diamond@nist.gov)





(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(End of Clause)

### 3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 2015)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contracts Disputes, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number, and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

(A) change the name in the SAM database;

(B) comply with the requirements of Subpart 42.12; and

(C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the Suspension of Payment paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the Suspension of payment paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

. 4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--  
COMMERCIAL ITEMS (SEPT 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (2) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
  - X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
  - (3) 52.203-15, Whistleblower Protections Under the American Recovery L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
  - (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).
  - (5) [Reserved]
  - x (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
  - (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).
  - (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
  - (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
  - (10) [Reserved]
  - (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
  - (ii) Alternate I (NOV 2011) of 52.219-3.
  - (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (ii) Alternate I (JAN 2011) of 52.219-4.
  - (13) [Reserved]
  - (14)
    - (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
    - (ii) Alternate I (Nov 2011) of 52.219-6.
    - (iii) Alternate II (Nov 2011) of 52.219-6.
  - (15)
    - (i) 52.219-7, Notice of Partial Small Business Set-Aside (Jun 2003) (15 U.S.C. 644).
    - (ii) Alternate I (Oct 1995) of 52.219-7.
    - (iii) Alternate II (Mar 2004) of 52.219-7.
  - (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).
  - (17)
    - (i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).
    - (ii) Alternate I (Oct 2001) of 52.219-9.
    - (iii) Alternate II (Oct 2001) of 52.219-9.
    - (iv) Alternate III (Oct 2015) of 52.219-9.
  - (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
  - (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
  - (20) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  - (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
  - (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
  - (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
  - (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
  - (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
  - (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).
  - (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
  - (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
  - (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
  - (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
  - (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
  - (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(33) (i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 7 and E.O. 13627).

(34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c))

(3) (A) (ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

(37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

(38) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)

(ii) Alternate I (Oct 2015) of 52.223-13.

(39) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-14.

(40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

(41) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (Jun 2014) of 52.223-16.

x (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

(44) 52.223-21, Foams (June, 2016) (E.O. 13693).

(45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

(46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

x (48) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

(53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (54) 52.232-33, Payment by Electronic Funds Transfer - System for Award Management (Jul 2013) (31 U.S.C. 3332).

(55) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(56) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

(57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(58) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

X (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

(3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor --Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

(10) 52.237-11, Accepting and Dispensing of \$1 Coin (Aug 2007) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) 41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).



(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

. 5 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

. 6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of contract of completion date.

(End of Clause)

. 7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months

(End of Clause)

. 8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of Clause)

. 9 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

. 10 1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) ED MAI is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

100 BUREAU DRIVE  
BLDG. 310  
ROOM C111  
Phone Number: 301-975-2631  
Email: ed.mai@nist.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

. 11 1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor. The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

Item No.	See Statement of work for list of equipment
Description	
Quantity	
Delivery Date	
Property/Tag Number (if applicable)	

(End of clause)

. 12 NIST LOCAL-04 BILLING INSTRUCTIONS

(a) NIST prefers electronic Invoice/Voucher submissions and they should be emailed to INVOICE@NIST.GOV.

(b) Each Invoice or Voucher submitted shall include the following: (1) Contract Number. (2) Contractor Name and Address. (3) Date of Invoice. (4) Invoice Number. (5) Amount of Invoice and Cumulative Amount Invoiced to-date. (6) Contract Line Item Number (CLIN). (7) Description, Quantity, Unit of Measure, Unit Price, and Extended Price of Supplies/Services Delivered. (8) Prompt Payment Discount Terms, if Offered. (9) Any other information or documentation required by the contract.

(c) In the event electronic submissions are not used, The Contractor shall submit an original invoice or voucher in accordance with the payment provisions of this contract to:

NIST: Accounts Payable Office  
100 Bureau Drive, Mail Stop 1621  
Gaithersburg, MD 20899-1621

(End of clause)

. 13 WAGE DETERMINATION

WD 15-2249 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

Daniel W. Simms  
Director

Division of  
Wage Determinations

Wage Determination No.: 2015-2249  
Revision No.: 2  
Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: Maryland, Pennsylvania, Virginia

Area: Maryland Counties of Allegany, Garrett, Washington

Pennsylvania County of Franklin

Virginia Counties of Culpeper, Frederick, Greene, Madison, Page, Rappahannock, Rockingham, Shenandoah

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.23
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		12.18
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07

01311 - Secretary I	18.07
01312 - Secretary II	20.18
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.13
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.07
05010 - Automotive Electrician	20.32
05040 - Automotive Glass Installer	19.34
05070 - Automotive Worker	19.34
05110 - Mobile Equipment Servicer	18.88
05130 - Motor Equipment Metal Mechanic	21.01
05160 - Motor Equipment Metal Worker	19.34
05190 - Motor Vehicle Mechanic	21.01
05220 - Motor Vehicle Mechanic Helper	18.12
05250 - Motor Vehicle Upholstery Worker	19.61
05280 - Motor Vehicle Wrecker	19.31
05310 - Painter, Automotive	20.32
05340 - Radiator Repair Specialist	19.31
05370 - Tire Repairer	11.41
05400 - Transmission Repair Specialist	21.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.16
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	15.60
07260 - Waiter/Waitress	9.44
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.25
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	18.25
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.06
09130 - Upholsterer	18.25
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.76
11270 - Tractor Operator	15.51
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	16.73
12011 - Breath Alcohol Technician	17.67
12012 - Certified Occupational Therapist Assistant	19.15
12015 - Certified Physical Therapist Assistant	20.21
12020 - Dental Assistant	15.57
12025 - Dental Hygienist	34.29
12030 - EKG Technician	26.77
12035 - Electroneurodiagnostic Technologist	26.77
12040 - Emergency Medical Technician	16.73
12071 - Licensed Practical Nurse I	19.07

12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	17.36
12160 - Medical Record Clerk	16.29
12190 - Medical Record Technician	18.40
12195 - Medical Transcriptionist	16.73
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	16.90
12236 - Optical Technician	14.96
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.08
13012 - Exhibits Specialist II	23.63
13013 - Exhibits Specialist III	28.91
13041 - Illustrator I	20.12
13042 - Illustrator II	24.91
13043 - Illustrator III	30.48
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	15.68
13072 - Photographer II	18.64
13073 - Photographer III	23.08
13074 - Photographer IV	28.24
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	33.41
15060 - Educational Technologist	29.91
15070 - Flight Instructor (Pilot)	52.81

15080 - Graphic Artist	25.95
15090 - Technical Instructor	21.02
15095 - Technical Instructor/Course Developer	25.71
15110 - Test Proctor	19.04
15120 - Tutor	19.04
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.83
16030 - Counter Attendant	9.83
16040 - Dry Cleaner	12.54
16070 - Finisher, Flatwork, Machine	9.83
16090 - Presser, Hand	9.83
16110 - Presser, Machine, Drycleaning	9.83
16130 - Presser, Machine, Shirts	9.83
16160 - Presser, Machine, Wearing Apparel, Laundry	9.83
16190 - Sewing Machine Operator	13.44
16220 - Tailor	14.30
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.49
19040 - Tool And Die Maker	23.34
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	13.57
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	14.95
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.72
23021 - Aircraft Mechanic I	24.89
23022 - Aircraft Mechanic II	25.72
23023 - Aircraft Mechanic III	26.51
23040 - Aircraft Mechanic Helper	18.03
23050 - Aircraft, Painter	21.98
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.54
23120 - Bicycle Repairer	12.53
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	21.03
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	21.82
23182 - Electronics Technician Maintenance II	22.57
23183 - Electronics Technician Maintenance III	24.50
23260 - Fabric Worker	20.30
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.35
23311 - Fuel Distribution System Mechanic	22.33
23312 - Fuel Distribution System Operator	18.63
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.89
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	19.56
23392 - Gunsmith II	21.03
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.25
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	21.96

23430 - Heavy Equipment Mechanic	22.13
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.69
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.43
23550 - Machinist, Maintenance	22.36
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.69
23592 - Metrology Technician II	23.24
23593 - Metrology Technician III	23.97
23640 - Millwright	25.33
23710 - Office Appliance Repairer	21.24
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	23.29
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	21.03
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	21.03
23931 - Telecommunications Mechanic I	28.17
23932 - Telecommunications Mechanic II	29.10
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	19.56
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.19
24580 - Child Care Center Clerk	14.50
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	14.25
24630 - Homemaker	16.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.35
25040 - Sewage Plant Operator	19.09
25070 - Stationary Engineer	20.60
25190 - Ventilation Equipment Tender	16.83
25210 - Water Treatment Plant Operator	19.09
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.60
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	15.60
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	15.60
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.51
28042 - Carnival Equipment Repairer	12.00
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	17.15
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	15.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.98



29020 - Hatch Tender	21.98
29030 - Line Handler	21.98
29041 - Stevedore I	20.33
29042 - Stevedore II	22.85
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	19.53
30022 - Archeological Technician II	22.00
30023 - Archeological Technician III	27.27
30030 - Cartographic Technician	27.27
30040 - Civil Engineering Technician	24.79
30061 - Drafter/CAD Operator I	19.53
30062 - Drafter/CAD Operator II	22.00
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	29.89
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	26.85
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	27.12
30361 - Paralegal/Legal Assistant I	19.53
30362 - Paralegal/Legal Assistant II	25.78
30363 - Paralegal/Legal Assistant III	31.54
30364 - Paralegal/Legal Assistant IV	38.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.12
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	16.22
31030 - Bus Driver	20.85
31043 - Driver Courier	14.33
31260 - Parking and Lot Attendant	9.81
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	11.99
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.00
99050 - Desk Clerk	11.16
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.24
99252 - Laboratory Animal Caretaker II	11.83
99310 - Mortician	26.70
99410 - Pest Controller	16.65
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	14.11
99711 - Recycling Specialist	14.31
99730 - Refuse Collector	12.65
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43

99830 - Survey Party Chief	17.64
99831 - Surveying Aide	11.01
99832 - Surveying Technician	15.08
99840 - Vending Machine Attendant	14.38
99841 - Vending Machine Repairer	17.79
99842 - Vending Machine Repairer Helper	14.38

---

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 years, and 4 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential

and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
Standard Form 1444 (SF-1444)

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(C)(vi)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

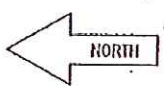
- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



PUBLIC SQUARE  
BUILDING LINE  
#16  
PUB  
SQUA



NORTH POTOMAC ST.

5-29-98

EXISTING CITY FACILITIES  
#6-14 NORTH POTOMAC ST.  
BY A.W. 5-29-08 DWG. No. 62-128-05  
SCALE 1/16" = 1'-0"





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

---

**Topic:**

Approval of a Contract: Dredging City Park Lower Lake - Edwin A. and John O'Crandell, Inc.  
(West River, MD) \$1,091,371.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Dredging\_City\_Park\_Lower\_Lake\_-\_Consent\_Form.pdf  
Contract\_-\_Dredging\_City\_Park\_Lower\_Lake.pdf

**Description**

Consent Form  
Contract

**City of Hagerstown  
Mayor and Council  
Purchase / Contract Information  
Meeting of 12/13/16**

**Do Not Complete This Section**  
Approved Consent Agenda: \_\_\_\_\_  
New Business: \_\_\_\_\_

Originating Department: Parks and Engineering By: Rodney Tissue  
Account Number: 45-C0047 Account / Project Name: Dredging City Park Lower Lake  
Budget Amount: \$1,100,000 Account Balance: \$1,100,000 Year: 17 CIP Control No. C0047  
Unbudgeted \$: -0- Source of Funds: Bond Financing

Quantity	Description	Value
1	Dredging City Park Lower Lake: dredging, trucking, disposal at landfill site, etc.	\$1,053,871
1	Bayland: Construction Management Services required by permitting agency	\$37,500

**TOTAL VALUE OF PROJECT:** \$1,091,371

**ABOVE TO BE USED FOR:**

100-year old lake has never been dredged and average depth is 2.4 feet w/significant area less than 18" deep.  
Project removes 18,000 cubic yards of silt which results in a flat bottom lake approximately 4.5 feet deep  
beyond the safety bench at the lake wall. This has numerous cultural and ecological benefits.

**Recommended Vendor:**


Business Name: Edwin A & John O Crandell, Inc.  
Address: 733 Crandell Road  
City, State: West River, MD 20778  
Bid/Proposal/Quote No.: 16-CP-19

OTHER VENDORS:		
Firm	City/State	Total Amount
Charles J Merlo Inc.	Mineral Point, PA	\$1,055,000
Milton Stamper Builders	Hagerstown, MD	\$1,275,473

NOTE: All bid prices reflect deleting the "CONTINGENT" items from bid to stay within budget. Merlo is low bidder if contingent items are accepted; however, their means and methods of doing the work do not comply with the contract documents.

**(1) Department Manager**

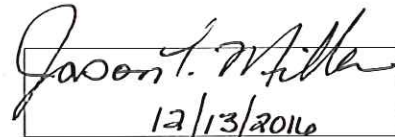
Staff recommends award of this construction contract to Crandell, Inc. since their proposal was consistent with the contract documents and they are the low bidder if the contingent items are removed from the bid. We also recommend approving a change order to Bayland Consulting Service in the amount of \$37,500 for the construction management services required by the Dam Safety permitting agency.

 12/13/2016

Signature / Date

**(2) Purchasing Agent:**

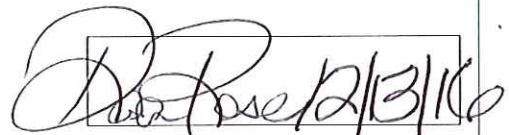
*Recommend Approval.*

 12/13/2016

Signature / Date

**(3) Finance Manager:**

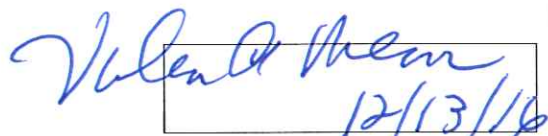
*Approved.*

 12/13/16

Signature / Date

**(4) City Administrator's Recommendation:**

*Approved*

 12/13/16

Signature / Date

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

**DATE:** December 20, 2016

**TOPIC:** Approval of a Contract: Dredging City Park Lower Lake

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

**MOTION:** I hereby move for the approval of a contract with Edwin A & John O Crandell, Inc. of West River, MD in the amount of \$1,053,871 for the dredging of the lower lake in City Park and set aside a 10% fund contingency. I further move for the approval of a Change Order with Bayland Consultants for construction project management in the amount of \$37,500. The project intent is to improve the ecology and appearance of the lake and create potential for additional future activities.

DATE OF PASSAGE: 12/20/2016

Attachment: Purchase Form

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

---

**Topic:**

Acceptance of a Donation of a Vehicle from the Narcotics Task Force to Hagerstown Police Department

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

NTF\_Vehicle.pdf

**Description**

NTF Vehicle




## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

November 21, 2016

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

To: Valerie Means  
City Administrator

From: Victor V. Brito,   
Chief of Police

Re: Donation of NTF Vehicle – 2008 Nissan Altima

---

For the past couple of years, we have been gradually building a "bait" program at the Hagerstown Police Department. Through the program, various "bait" items are deployed in locations experiencing high rates of thefts of various items or thefts from motor vehicles. One of the strategies used is to deploy "bait vehicles". The Hagerstown Police Department has several vehicles used in this program, however, some of the vehicles are nearing the end of their service life.

The Washington County Narcotics Task Force routinely rotates vehicles nearing the end of their expected service life out of its fleet. I am requesting that the title for a 2008 Nissan Altima (VIN #1N4AL21EX8N407670), titled to the Washington County Board of Commissioners and assigned to the Washington County Narcotics Task Force be transferred to the City of Hagerstown to be used for this purpose. This Nissan Altima was purchased in 2007 from capital outlay budget.

This is a donation from Washington County and will be no cost to the City of Hagerstown.



A Nationally Accredited Law Enforcement Agency





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

---

**Topic:**

Approval of Relocation of Hagerstown Fire Department Truck 1

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Truck\_1\_-\_Permanent\_Move.pdf

**Description**

Motion

## **REQUIRED MOTION**

### **MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND**

**Date:** December 20, 2016

**TOPIC: APPROVAL OF RELOCATION OF HAGERSTOWN FIRE  
DEPARTMENT TRUCK 1**

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

**MOTION:**

I hereby approve permanently relocating and deploying the Hagerstown Fire Department unit known as Truck-1 from the unit block of West Franklin Street to the City owned fire station at 100 Eastern Boulevard. This move provides enhanced aerial ladder coverage, safer and more efficient fire-rescue operations, and provides overall cost savings for service delivery.

DATE OF PASSAGE: 12/20/2016  
EFFECTIVE DATE: 12/20/2016