Regular Session (103rd Voting Session)
Mayor and City Council
November 19, 2024
Agenda

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

5:30 PM Capitol Christmas Tree in Downtown Hagerstown

7:00 PM - November 19, 2024 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor Tekesha A. Martinez

II. INVOCATION

Mayor Tekesha A. Martinez

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. A. Rules of Procedure – Effective December 15, 2020
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:

1. Tuesday, December 3, 2024 – Work Session at 4:00 p.m.
2. Tuesday, December 10, 2024 - Work Session at 4:00 p.m.
3. Thursday, December 12, 2024 - Strategic Planning Session from 9:00 a.m. to 12:30 p.m.
4. Tuesday, December 17, 2024 - Regular Session at 7:00 p.m.
5. Tuesday, December 24, 2024 - No Meeting Scheduled
6. Tuesday, December 31, 2024 - No Meeting Scheduled

V. PROCLAMATION

A. Municipal Government Works Month

VI. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, November 19, 2024. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. PUBLIC HEARINGS

A-2024-02B – Ratification of Annexation Resolution of I-70/SHA/MVA/Col Henry K Douglas Drive Public Hearing

VIII. MINUTES

October 1, 2024, October 8, 2024, October 15, 2024, and October 22, 2024

IX. CONSENT

A. City Clerk

1. Six iPad Pros with Keyboards for Mayor and City Council - Staples, Inc. (Chicago, IL) $ 7,558.68

B. Technology and Support Services

1. Barracuda Essentials Software Renewal - System Source (Hunt Valley, MD) $ 118,233.15

C. Engineering

1. RTK GPS Survey Grade Complete Package/Setup - Caron East, Inc. (Cumberland, MD) $ 13,740.00
2. Miscellaneous Stormwater Engineering Services - Retainer Contracts:
   Frederick Seibert & Associates (Hagerstown, MD)
   Bayland Consultants (Hanover, MD)

D. Police

1. HPD 3rd Floor Office and Restroom Renovations - Change Orders - Popowski Brothers, Inc. (Cockeysville, MD) $ 50,954.00
2. Six 2025 Ford Interceptors Utility AWD Vehicles ($ 46,435.00/each) - New Holland Auto Group (New Holland, PA) $ 278,610.00
3. Vehicle Upfittings for Police Interceptors Utility AWD - East Coast Emergency Lighting, Inc. (Millstone Township, NJ) $ 78,249.99

E. Public Works

1. John Deere Rough Mower Repairs - Finch Turf (Eldersburg, MD) $ 19,065.00
2. Motorola 2-Way Radio Model XPR 5350e - Hankey's Radio, Inc. (Frederick, MD) $ 9894.10
3. Water/Sand Ballastable Roadway Jersey Barrier - Safeware, Inc. (Lanham, MD) $ 4,442.41
4. Traffic Barricades and Traffic Barrels - Safeware, Inc. (Lanham, MD) $ 4,258.00
5. Cardinal Zone Challenger Play Structure plus Installation - Playground Specialists, Inc. (Thurmont, MD) $ 136,540.00
6. Pricing shown for Bulk Diesel Fuel and Gasoline Purchase is the total Washington County bid price - the original City Purchase Order for each component will be the approved FY25 budget totals.
   Bulk Diesel Fuel and Gasoline Purchase: Transport Deliveries - Petroleum Traders Corporation (Fort Wayne, IN) $ 716,000.00
7. Bulk Gasoline and Diesel Fuel Purchase (Smaller Quantities): James River Solutions, LLC (Ashland, VA) $ 716,000.00

8. Graco Line Striper and Related Equipment - Sherwin-Williams (Hagerstown, MD) $ 18,843.99
9. Park Equipment - Benches, Picnic Tables, and Trash Receptacles - Metro Recreation (North Jefferson, MD) $ 32,762.10
10. Toro Aerator and Toro Bullseye RapidSeed 590 - Turf Equipment and Supply Company (Jessup, MD) $ 52,492.71

F. Utilities

1. Light - MEA FY24 SOLE Grant Material - LED Light Fixtures -- Signify North America (Somerset, NJ) $152,849.00
2. Light - HLD Facility Back-Up Generation -- Fidelity Power Systems (Sparks, MD) $157,160.42
3. Light - Distribution Line Transformers -- United Utility Supply (Chambersburg, PA) $37,200.00
4. Water Treatment Chemical Chlorine - Univar Solutions, Inc. (Downers Grove, IL) $51,500.00
5. Water and Wastewater: Underground Infrastructure Marking for Distribution and Collections - USIC Locating Services, Inc. (Indianapolis, IN) $100,000.00
6. Wastewater Treatment Plant Improvements - SCADA - AutomaTech (Plymouth, MA) $40,634.00
7. Wastewater Treatment Chemical Ferric Chloride - Kemira Water Solutions, Inc. (Laurence, KS) $28,912.00

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program - The Dog House

B. Approval of Two (2) Full-time Positions: Support Services Department

C. Approval of the Execution of the Formal Collaboration of Maryland Municipal Electric Utility Alliance

D. Approval of Noise Ordinance Exemption - Hagerstown Boxcars - December 7, 2024 and Krumpe's Donut Drop - December 31, 2024

E. Approval of Federal Lobbyist Contract with The Ferguson Group

F. Approval of Application for FY2026 Program Open Space Funding

G. Authorization to Apply for a Department of Energy Grant

XII. GENERAL CITIZEN COMMENTS

A. General Citizen Comments are welcome and shall be limited to three minutes.

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XIII. CITY ADMINISTRATOR'S COMMENTS

XIV. MAYOR AND COUNCIL COMMENTS

XV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Capitol Christmas Tree in Downtown Hagerstown

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mayor Tekesha A. Martinez

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mayor Tekesha A. Martinez

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Municipal Government Works Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
A-2024-02B – Ratification of Annexation Resolution of I-70/SHA/MVA/Col Henry K Douglas Drive Public Hearing

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Hearing_-_Ratification_of_Annexation_Resolution_of_I-70_SHA_MVA_Col_Henry_K_Douglas_Drive.pdf	PH - Ratification of Annexation Resolution

CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department
One East Franklin Street • Hagerstown, MD 21740
E-mail: planning@hagerstownmd.org
Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Joanna Wu, Planner

DATE: November 6, 2024

SUBJECT: A-2024-02B – Ratification of Annexation Resolution of I-70/SHA/MVA/Col Henry K Douglas Drive Public Hearing

A public hearing is scheduled for November 19 for the ratification of the annexation resolution of I-70/SHA/MVA/Col Henry K Douglas Drive.

The City of Hagerstown is ratifying an annexation for Annexation Case No. A-2024-02. The ratification process confirms the established zoning classification of the annexed area as previously enacted in R-24-02 on May 24, 2024. The area annexed is approximately 40.27 acres in size and assigned CR zoning. The City is ratifying this annexation because the County has challenged the annexation in Court. The ratification of the annexation bolsters the legal sufficiency of the previously enacted annexation resolution and should render the county's objection moot.

At the September 24 regular meeting, the ratified resolution was introduced. As required by State Law, four notices were advertised and the annexation plan was provided to the appropriate County, Regional, and State Planning Agencies at least 30 days prior to the public hearing.

The Planning Commission reviewed the ratification at their October 9th meeting and recommended it positively.

Annexation Plan

- It is within the City's MRGA, County's UGA, and State's PFA.
- There were no changes to water and wasterwater services.
- Electric is provided by Potomac Edison.
- No significant impact on emergency services were expected.
- No change to current ownership or service for roads were proposed since the I-70 and Col Henry K Douglas Drive rights-of-way are maintained by the State.

Next Steps
November 19: Public Hearing
December 3: Follow Up Discussion

December 17: Approval of Resolution
January 31: Effective Date

C: Directors Team
Doug Reaser, Economic Development Manager
City Attorneys

Attachment: Annexation Resolution

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO RATIFY THE ENLARGEMENT AND AMENDMENT OF ITS CORPORATE BOUNDARIES AS PROVIDED AND SET FORTH IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND, AND TO CONFIRM THE ESTABLISHED ZONING CLASSIFICATION OF THE ANNEXED AREA AS PREVIOUSLY ENACTED IN RESOLUTION 24-02 ON MAY 28, 2024.

WHEREAS, pursuant to its rights and authority under Section 4-401 *et seq.* of the Local Government Article of the Annotated Code of Maryland, the City of Hagerstown ("City") may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, the City desired to enlarge its corporate boundaries by adding or annexing thereto the property identified as the "Interstate 70/18320 and 18306 Colonel Henry K Douglas Drive Annexation, Case No. A-2024-02" and described on the Annexation Plat (entitled "1-70 SHA, MVA Annexation," prepared by Jeff N. Swan, MD Professional Licensed Surveyor #21552), which is labeled as Exhibit A, attached hereto, and incorporated herein, which property is immediately adjacent to and adjoining the present corporate boundaries of the City, and is hereinafter sometimes referred to as the "Annexation," or the "Public Lands Parcel," or simply the "Parcel;" and

WHEREAS, pursuant to Section 4-403(b)(1), the City must obtain the consent of at least twenty-five percent (25%) of the registered voters residing within the area to be annexed prior to introducing an annexation resolution; and

WHEREAS, as set forth on the Verification executed by the Mayor recorded at Liber 14, Folio 0263 of the Records of the Clerk of the Circuit Court of Washington County, which is labeled as Exhibit B, attached hereto, and incorporated herein, there are no registered voters residing on any of the properties comprising the Parcel; and

WHEREAS, pursuant to Section 4-403(b)(2), the City must obtain the consent of the owners of at least twenty-five percent (25%) of the assessed valuation of the real property in the area to be annexed prior to introducing an annexation resolution; and

WHEREAS, as set forth on the Verification, the properties comprising the Parcel are all tax-exempt and, as originally held by the Appellate Court of Maryland in *City of Salisbury v. Banker's Life Co.*, 21 Md. App. 396 (1974) that only those who pay real property taxes are allowed a voice in annexation of their real property by a municipal corporation, and similarly upheld by the Supreme Court of Maryland in *Town of Forest Heights v. Maryland-National Capital Park*, 463 Md. 469 (2019), that a municipal corporation was not required to obtain consent from owners of tax-exempt property within the proposed annexation area in order to effectuate such an annexation; and

WHEREAS, pursuant to Section 4-406(c), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with the City's custom and practice in processing annexations, the issue of the proposed zoning of the area to be annexed was referred to the City's Planning Commission; and

WHEREAS, the Planning Commission studied the proposed zoning of the tracts comprising the property to be annexed in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas and approved the proposed zoning; and

WHEREAS, the Mayor and City Council finds that the proposed zoning for the tracts comprising the property to be annexed is proper and desirable; and

WHEREAS, Annexation Resolution No. A-24-02 was introduced at an open meeting of the Mayor and Council of the City of Hagerstown held on January 30, 2024, seeking to enlarge the corporate territory of the City by annexing a 40.27-acre parcel of land consisting entirely of publicly-owned lands referred to in the Annexation Resolution as the "Interstate 70/18320 and 18306 Colonel Henry K. Douglas Drive Annexation, Case No. A-2024-02," referenced above as the "Public Lands Parcel;" and

WHEREAS, the Mayor and City Council finds that Resolution No. A-2024-01 (the "Johnson I Annexation Resolution), which annexed a 74.14-acre parcel (Lot 1) owned by Hagerstown Industrial Properties LLC (the "Johnson I Parcel"), was introduced on the same day (i.e., January 30, 2024) but prior to Annexation Resolution No. R-24-02 and became effective on May 17, 2024; and

WHEREAS, the Mayor and Council further finds that although the County Commissioners of Washington County disagree with the City's annexation procedures as implemented and interpretation of the applicable State statutes, Annexation Resolution 24-02 became final effective 45-days after it was passed (i.e., on July 12, 2024) or 56 days after the Johnson I Parcel became continuous and adjoining with the City; and

WHEREAS, the Mayor and Council further finds that the County Commissioners of Washington County in a declaratory relief action filed on July 11, 2024 in the Circuit Court for Washington County (Case NO. C-21-CV-24-000308) have contested the Public Lands Parcel annexation by filing an action on the basis that said annexation could not be commenced or introduced as legislation (as opposed to being contiguous and adjoining on the final effective date of said legislation) until the Johnson I Parcel was contiguous and adjoining to the existing municipal boundaries; and

WHEREAS, the Mayor and Council further finds that it formally approved and passed Annexation Resolution No. A-24-02 on May 28, 2024, despite the fact that the Public Lands Parcel

did not become contiguous and adjoining to the corporate limits of the City until the effective date of R-24-01 on May 17, 2024, but since the effective date of R-24-02 took place after the boundaries of the City changed on May 17, 2024, pursuant to R-24-01, the statutory requirements for municipal annexation were in compliance with the statute; and

WHEREAS, the Mayor and Council further finds that the Supreme Court of Maryland in *County Council for Prince George's County v. Carl M. Freeman Associates, Inc.*, 281 Md. 70, 79 (1977) (citing SUTHERLAND, STATUTES AND STATUTORY CONSTRUCTION § 41.11 (4th ed. C. Sands 1973)) has held that the general rule in Maryland restates what has been the law in Maryland for many decades, which is that "[a]lthough curative acts may be broadly characterized as being retroactive or retrospective in their operation, they are generally sustained on the theory that whatever a sovereign power may authorize in prospect, it may adopt and validate in retrospect, so long as there is no interference with vested rights or contractual obligations..." and no vested rights or contractual obligations are found to be applicable to this annexation of tax exempt and government-owned properties; and

WHEREAS, the Mayor and Council further finds that the Appellate Court of Md. in *Town of New Market Frederick County v. Milrey, Inc.-FDI Partnership*, 90 Md. App. 528 (1991) found that it does not question the basic authority of a municipal governing body to amend annexation legislation; however, any amendment must be passed in accordance with the procedural requirements of the Md. Annexation Statute (Subtitle 4 of Title 4 of the LG Article of Md. Ann. Code), which contains a number of procedural safeguards including the requirements of public notice, and a hearing; and

WHEREAS, the *Milrey* Court further found that the annexation statute and particularly the subsection regarding annexation plans indicate that the legislature did in fact contemplate the "reinitiation of the annexation procedure;" and

WHEREAS, the Mayor and Council of the City of Hagerstown intends to pass this Annexation Resolution to have prospective effect pursuant to State Law as a reenacted and ratifying legislative act passed in accordance with the procedural requirements of the Md. Annexation Statute as a safeguard in case a court of competent jurisdiction comes to interpret the applicable statute to require that the contiguous and adjoining requirement be fulfilled prior to commencing the annexation instead of fulfilling the contiguous and adjoining requirement and all other conditions precedent as of the effective date of the annexation resolution as was the case of the recent annexation popularly known as the "Interstate 70/18320 and 18306 Colonel Henry K. Douglas Drive Annexation, Case No. A-2024-02;" and

WHEREAS, the Mayor and Council initiates and passes this ratifying annexation resolution in good faith with the intent to moot the above-referenced litigation, but such action should not be construed to be an admission that its interpretation of the Annexation Statute or its

timing in fulfilling the continuous and adjoining requirement in any previous or future annexation was or will be erroneous or otherwise violative of the law.

Section 1. NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 *et seq.*, be and are hereby ratified and amended so as to annex and include within said City all that certain area of land, contiguous and adjoining to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit A – Annexation Plat** attached hereto and made a part thereof.

Section 2. AND BE IT FURTHER RESOLVED by the Mayor and City Council, that the subject properties to be annexed shall have zoning classification of CR (Commercial Regional) upon annexation as shown in **Exhibit C – Zoning Exhibit**.

Section 3. AND BE IT FURTHER RESOLVED that the annexation of the said area be made subject to the terms and conditions as set forth in the previously approved Annexation Plan attached hereto as Exhibit D (Annexation Case No. A-2024-02) and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan.**

Section 4. AND BE IT FURTHER RESOLVED that the conditions and circumstances applicable to the change in said corporate boundaries hereby re-approved and ratified herein, and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. AND BE IT FURTHER RESOLVED by the Mayor and Council that this Annexation Resolution shall reenact, modify or amend Annexation Resolution 02-2024 regarding the Public Lands Parcel such that the annexation process in this case shall hereby be deemed to commence after the effective date of any prior annexation resolution that makes said Parcel contiguous and adjoining to the existing corporate boundaries of the City of Hagerstown as of the introductory date of this Resolution or otherwise legally sufficient under the Maryland Annexation Statute found in Subtitle 4 of Title 4 of the LG Article of Md. Ann. Code.

Section 6. AND BE IT FURTHER RESOLVED by the Mayor and Council, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents, if any, and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown and all acts, ordinances resolutions and policies.

Section 7. AND BE IT FURTHER RESOLVED by the Mayor and Council, that all acts or resolutions taken and plans approved by the governing body prior to this Resolution concerning the subject matter and annexation area of this Annexation Resolution are hereby ratified and approved.

Section 8. AND BE IT FURTHER RESOLVED by the Mayor and Council, that a public hearing, as required by the provisions of LG Article, Section 4-406 of the Maryland Code, shall be held by the City at a time to be determined by the Mayor and Council, and duly advertised according to the provisions of that statute, and public notice of the proposed public hearing shall be given at least four (4) times, at no less than weekly intervals, in a newspaper of general circulation in Hagerstown, Maryland, the last day of which public notice shall precede the public hearing by at least fifteen (15) days, all in accordance with the provisions of Section 4-406, LG Article of the Maryland Code, and upon the first publication of the public notice a copy thereof, including exhibits, shall be provided to: (1) the governing body of the County, and (2) any regional or State planning agency.

Section 9. AND BE IT FURTHER RESOLVED by the Mayor and Council, that this Resolution shall take effect upon the expiration of 45 days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE SEAL

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

_____

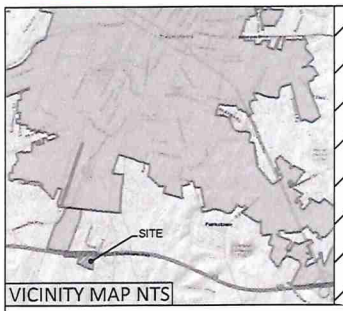
Donna K. Spickler
City Clerk

_____

Tekesha Martinez
Mayor

Date Introduced:	09/24/2024
Public Hearing Date:	11/19/2024
Date of Passage:	12/17/2024
Effective Date:	01/31/2025

EXHIBIT A



VICINITY MAP NTS

ACREAGE TABLE

MARYLAND ROADS COMMISSION (I-70)	13.29 acres m/l
MARYLAND ROADS DEPT OF TRANSPORTATION	13.37 Acres m/l
MARYLAND MVA	13.61 Acres m/l
total annexation	40.27 acres m/l

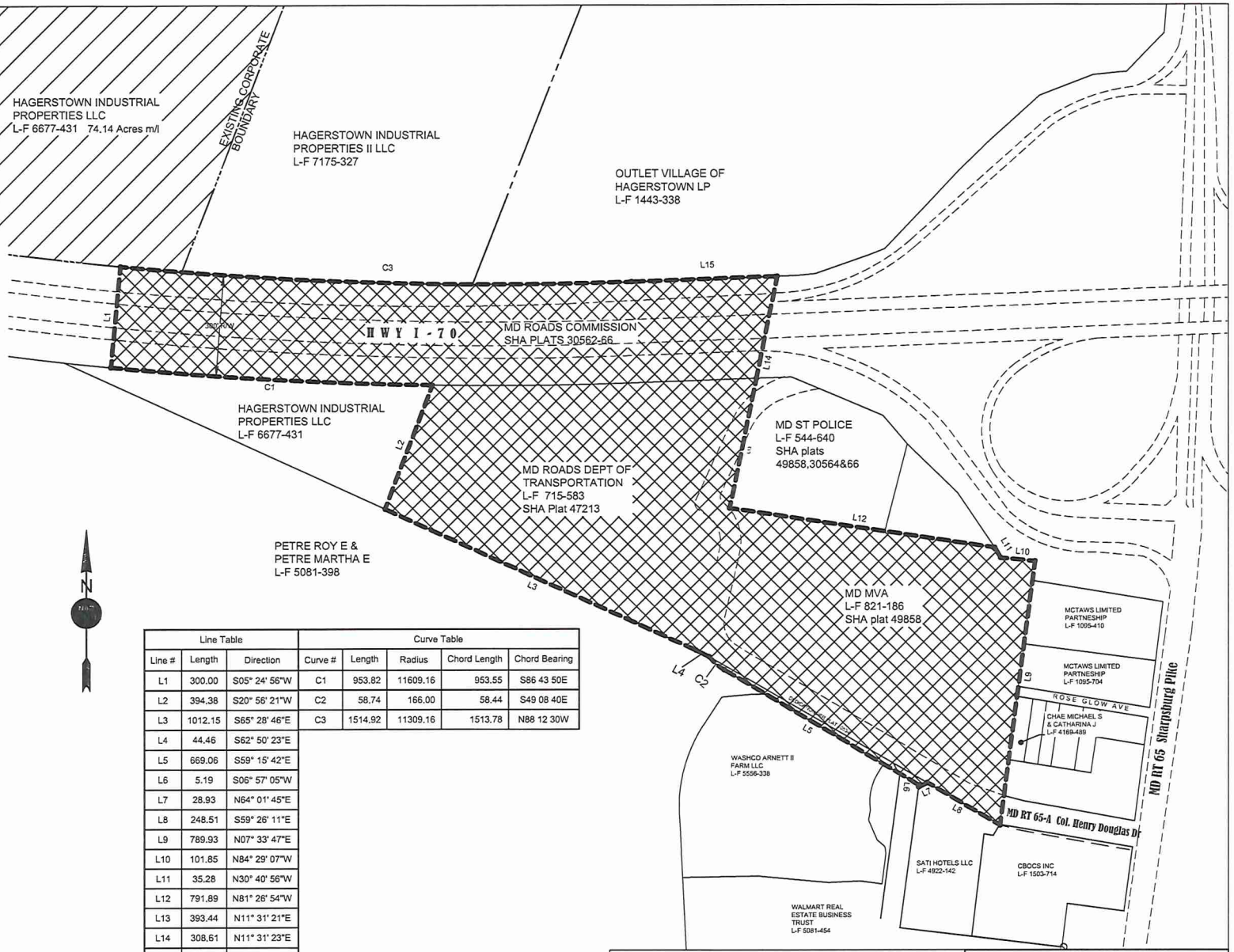
GENERAL NOTES:

Coordinates and rotation based on Hagerstown City Control Monuments 100 & 225
Current owners of record are: MARYLAND ROADS COMMISSION, MARYLAND ROADS DEPT OF TRANSPORTATION & MARYLAND MVA.
Current County Zoning Classification:HI
Proposed City Zoning Classification: I-MU
Annexation Effective Date :xxxxxxxxx-2024.
Case # A-2024-01

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are MARYLAND ROADS COMMISSION, MARYLAND ROADS DEPT OF TRANSPORTATION & MARYLAND MVA
The undersigned adopted Resolution No. _____ on

_____
Tekesha A. Martinez, Mayor
of the City of Hagerstown

_____



Line Table			Curve Table				
Line #	Length	Direction	Curve #	Length	Radius	Chord Length	Chord Bearing
L1	300.00	S05° 24' 56"W	C1	953.82	11609.16	953.55	S86 43 50E
L2	394.38	S20° 56' 21"W	C2	58.74	166.00	58.44	S49 08 40E
L3	1012.15	S65° 28' 46"E	C3	1514.92	11309.16	1513.78	N88 12 30W
L4	44.46	S62° 50' 23"E					
L5	669.06	S59° 15' 42"E					
L6	5.19	S06° 57' 05"W					
L7	28.93	N64° 01' 45"E					
L8	248.51	S59° 26' 11"E					
L9	789.93	N07° 33' 47"E					
L10	101.85	N84° 29' 07"W					
L11	35.28	N30° 40' 56"W					
L12	791.89	N81° 26' 54"W					
L13	393.44	N11° 31' 21"E					
L14	308.61	N11° 31' 23"E					
L15	430.77	S87° 57' 15"W					

200 0 100 200 IN FEET 400
GRAPHIC SCALE: 1 INCH = 200 FT.

Wash Co MISC Plat #_____
This plat does not represent any property conveyances nor have any lot lines changed.

EXISTING CORPORATE BOUNDARY
I 70 ROW-SHA-MVA ANNEXATION
RIGHT OF WAY
PROPERTY LINES
PROPERTY CORNER

Hagerstown Engineering m:\drafting\dwgs\i70-000 annexations\I70-126 I-70-sha-mvaldwg\I-70-sha-mva.dwg

Jeff N. Swan, MD Professional Licensed Surveyor # 21552 Exp. 12-22-2025

SURVEYOR'S CERTIFICATION
I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

I-70 SHA,MVA ANNEXATION

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No.48
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS Date: 1-9-2024	Scale 1" = 200'
Survey By: JNS Date:	
Date: 1-4-2024	

SHEET No.	CITY DRAWING NUMBER	
1 of 1	A-2024-02	70-126-01

EXHIBIT B

VERIFICATION

I, Tekesha Martinez, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY that:

1. At the time of introduction of the initial annexation resolution (R-24-02), the effective date of the initial annexation and today regarding the ratifying resolution (R-24-__), there are no residents in the annexation area, and therefore there were and are no registered voters from whom to obtain consent pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1).
2. At the time of introduction of the initial annexation resolution (R-24-02), the effective date of the initial annexation (R-24-02) and today (R-24-__) the subject properties consist of all tax-exempt property and the consent of tax-exempt property owners is excluded from the 25% requirement of the Maryland Annotated Code, Local Government Article §4-403(b)(2).

WITNESS my hand and Seal of the City of Hagerstown, Maryland this ____ day of _____, 2024.

_____
Tekesha Martinez, Mayor

(SEAL)

_____
Donna K. Spickler, City Clerk

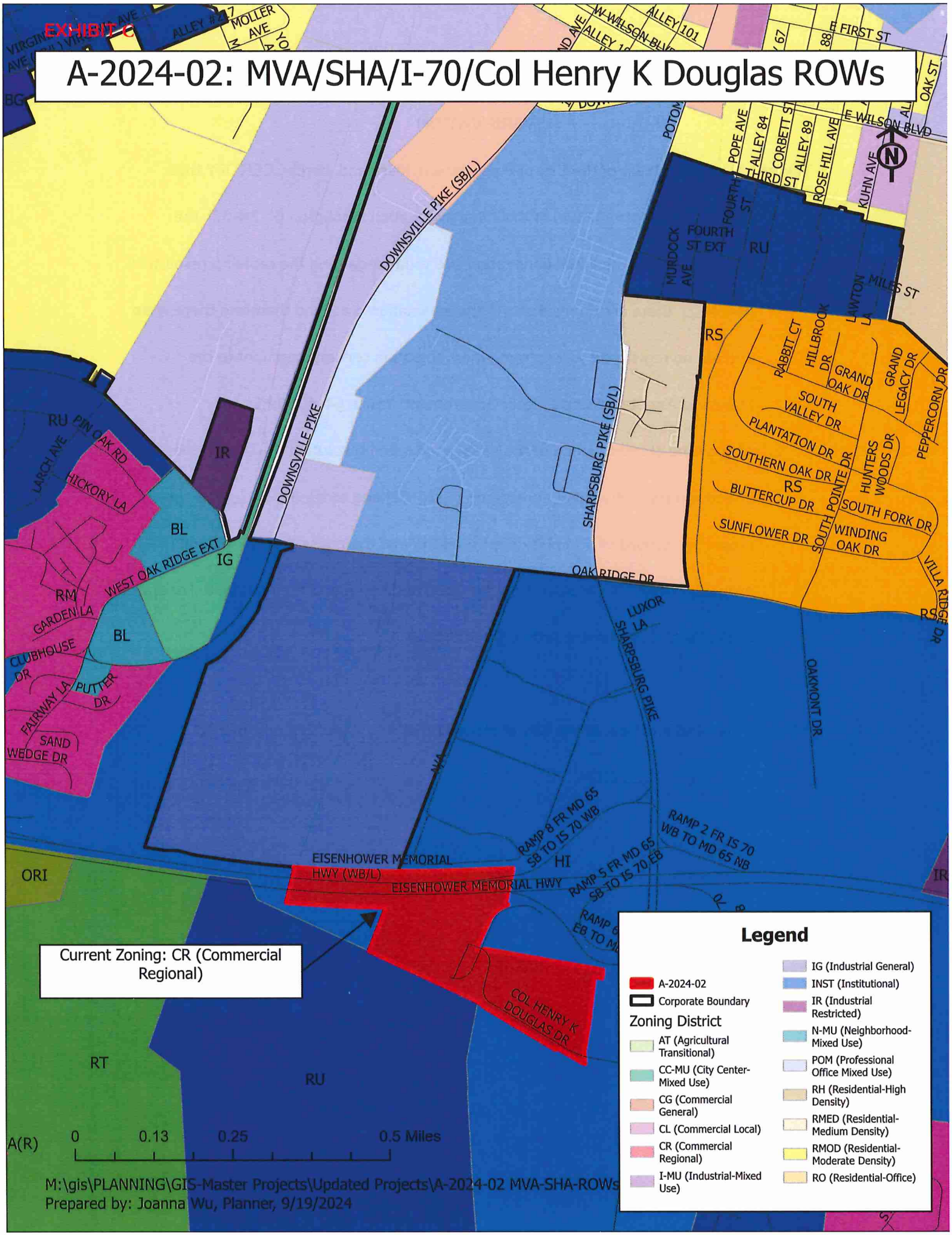

EXHIBIT C
A-2024-02: MVA/SHA/I-70/Col Henry K Douglas ROWs
DOWNSVILLE PIKE (SB/L)
DOWNSVILLE PIKE
SHARPSBURG PIKE (SB/L)
SHARPSBURG PIKE
OAK RIDGE DR
WEST OAK RIDGE EXT
PIN OAK RD
HICKORY LA
LARCH AVE
GARDEN LA
CLUBHOUSE DR
FAIRWAY LA
PUTTER DR
SAND WEDGE DR
LUXOR LA
OAKMONT DR
VILLA RIDGE DR
RABBIT CT
HILLBROOK DR
GRAND OAK DR
GRAND LEGACY DR
PEPPERCORN DR
SOUTH VALLEY DR
PLANTATION DR
SOUTHERN OAK DR
BUTTERCUP DR
SUNFLOWER DR
HUNTERS WOODS DR
SOUTH POINTE DR
SOUTH FORK DR
WINDING OAK DR
MURDOCK AVE
FOURTH ST EXT
FOURTH ST
LAWTON MILES ST
POPE AVE
ALLEY 84
CORBETT ST
THIRD ST
ALLEY 89
ROSE HILL AVE
KUHN AVE
E WILSON BLVD
W WILSON BLVD
ALLEY 101
E FIRST ST
MOLLER AVE
ALLEY # 47
OAK ST
RU
RS
IR
BL
IG
RM
HI
ORI
RT
EISENHOWER MEMORIAL HWY (WB/L)
EISENHOWER MEMORIAL HWY
RAMP 8 FR MD 65 SB TO IS 70 WB
RAMP 2 FR IS 70 WB TO MD 65 NB
RAMP 5 FR MD 65 SB TO IS 70 EB
COL HENRY K DOUGLAS DR
Current Zoning: CR (Commercial Regional)
Legend
A-2024-02
Corporate Boundary
Zoning District
AT (Agricultural Transitional)
CC-MU (City Center-Mixed Use)
CG (Commercial General)
CL (Commercial Local)
CR (Commercial Regional)
I-MU (Industrial-Mixed Use)
IG (Industrial General)
INST (Institutional)
IR (Industrial Restricted)
N-MU (Neighborhood-Mixed Use)
POM (Professional Office Mixed Use)
RH (Residential-High Density)
RMED (Residential-Medium Density)
RMOD (Residential-Moderate Density)
RO (Residential-Office)
A(R)
0
0.13
0.25
0.5 Miles
M:\gis\PLANNING\GIS-Master Projects\Updated Projects\A-2024-02 MVA-SHA-ROWs
Prepared by: Joanna Wu, Planner, 9/19/2024

EXHIBIT D

City of Hagerstown, Maryland

Annexation Case No. A-2024-02

Property Owners:	Maryland State Highway Administration (SHA), Maryland Motor Vehicle Administration (MVA)
Applicant:	City of Hagerstown
Location of Property:	Interstate 70 ROW, 18320 and 18306 Col Henry K Douglas Drive, Col Henry K Douglas Drive ROW

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

A. The area of annexation is approximately +/- 40.27 acres.

B. The proposed zoning is CR (Commercial Regional), which are continuations of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers and other commercial uses. The existing Washington County zoning classification is HI (Highway Interchange).

C. The CR zoning classification proposed for this site is similar in scope and permits similar uses as the County's current zoning of HI.

D. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, visionHagerstown 2035.

E. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

A. The land proposed to be annexed are transportation ROW owned and/or maintained by the State Highway Administration and two existing State agency facilities. Continued

use of these transportation corridor and the State agency facilities would have no adverse impact on Washington County facilities.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

A. Currently, there is no City water or wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs. Changes to water or wastewater service for SHA and MVA are not proposed.

B. The Electric Distribution System is external to the Hagerstown Light Department electricity utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

C. The City of Hagerstown Light Division normally supplies street light service to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, streetlights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.

D. No significant impact on emergency service delivery is expected.

E. Currently, the area proposed to be annexed contains two public roads – a section of I-70 and a section of Col Henry K Douglas Drive, which are both maintained by the State. No change to current ownership or service is proposed.

F. Parks and recreation facility expansion are not proposed for this annexation.

G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.

H. No persons currently reside or will reside within the area proposed to be annexed and so no persons will require receipt of City of Hagerstown services nor be required to pay for any City services.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
October 1, 2024, October 8, 2024, October 15, 2024, and October 22, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Minutes.pdf	Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 19, 2024

TOPIC: **Approval of Minutes**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on October 1, 2024, October 8, 2024, October 15, 2024, and October 22, 2024.

DATE OF PASSAGE: November 19, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Six iPad Pros with Keyboards for Mayor and City Council - Staples, Inc. (Chicago, IL) $ 7,558.68

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Consent_Agenda.pdf	Motion - Consent Agenda
City_Clerk_-_iPad_Pros_with_Keyboards.pdf	iPad Pros with Keyboards

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 22, 2024

TOPIC: **Consent Agenda**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

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."

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: City Clerk Division (if applicable): _____

Department Director or Manager: Donna K. Spickler, City Clerk

Account/Project Name: Equipment for Mayor and City Council

Account No: 0101002-5331 & 0101001-5331 CIP Control No. _____

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $**(7,558.68)

Fiscal Year: FY25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
6	iPad Pros with Keyboard	$ 7,558.68
	0101002 5331 $ 1,259.78	
	0101001 5331 $ 6,298.90	
	TOTAL VALUE OF PROJECT	$ $ 7,558.68

ABOVE TO BE USED FOR: Purchase of new iPad Pros for newly elected Mayor and City Council

RECOMMENDED VENDOR: Business Name: Staples, Inc

Business Address: PO Box 95230

City/State/Zip: Chicago, IL 60694

Bid/Proposal/Quote No.: Sourcewell Contract 012320-SCC Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
X	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
X	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
X	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS New iPads are purchased for each administration. The iPads will be used for viewing weekly meeting agendas and material and for email.

Donna Spickler Digitally signed by Donna Spickler DN: cn=Donna Spickler, o=City of Hagerstown, ou=City Clerk, email=dspickler@hagerstownmd.org, c=US Date: 2024.11.07 13:26:43 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS Approve

Tyler French Digitally signed by Tyler French Date: 2024.11.07 14:25:24 -05'00'

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate unallocated ARPA funds to cover this purchase.

Michelle Hepburn 11/7/24

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Staples™

Technology Solutions

Quote

CUSTOMER INFORMATION		STAPLES TECHNOLOGY SOLUTIONS	
Company Name:	City of Hagerstown	Quote Date:	November 7, 2024
Contact Name:	Tyler Ann French	Quote Expiration:	Thursday, November 21, 2024 |14 days
Contact Phone:	301-797-6345	Reference:	
Contact Email:	tfrench@hagerstownmd.org	Sales Rep Name:	Robert Wagner
Account #	0	Sales Rep Phone:	407-475-4808
Ship-to ID:	UNKNOWN	Sales Rep Email:	Robert.Wagner@Staples.com

QTY	Part No.	Product Description	Unit Price	Extended Price
6	MPQ03LL/A	Apple iPad (10th Generation) A2696 Tablet - 10.9" - Apple A14 Bionic Hexa-core - 4 GB - 64 GB Storage - Silver - Firestorm Dual-core (2 Core) 3 GHz + Icestorm Quad-core (4 Core) 1.80 GHz - 2360 x 1640 - Liquid Retina Display, In-plane Switching (IPS) Technology, True Tone Technology Display - 12 Megapixel Front Camera	$337.89	$2,027.34
6	SGFC2LL/A	APPLECARE+ FOR 10.9-INCH IPAD 10TH GEN	$54.59	$327.54
6	MVV83LL/A	Apple iPad Pro (5th Generation) Tablet - 11" - Apple M4 - 8 GB - 256 GB Storage - Silver - M4 Nona-core (9 Core) - 2420 x 1668 - True Tone Technology, Ultra Retina XDR Display Display - 12 Megapixel Front Camera - 10 Hours Maximum Battery Run Time	$967.39	$5,804.34
6	SM2X2LL/A	APPLECARE+ IPAD PRO 11-INCH (M4)	$118.19	$709.14
6	MXQT2LL/A	Apple Magic Keyboard/Cover Case for 11" Apple iPad Pro Tablet - English (US) Keyboard - Black - English (US) Keyboard Localization	$292.39	$1,754.34
6	920-011433	Logitech Combo Touch Keyboard/Cover Case (Folio) for 10.9" Apple, Logitech iPad (10th Generation) Tablet - Oxford Gray - Scrape Resistant, Bump Resistant, Slip Resistant - Woven Fabric Exterior Material - 7.5" Height x 10" Width x 0.8" Depth	$147.79	$886.74

$7558.68

Subtotal:	$11,509.44
Sales Tax: %	
Total:	**$11,509.44**

Signature: _____ **Date:** _____

Notes: _____

_____

_____

Confidentiality Notice: *This quote, including any or all attachments, is for the sole use of the intended recipient(s). The quote contains proprietary and confidential pricing information of Staples Technology Solutions and shall NOT be used, disclosed or reproduced in whole or in part for any purpose other than to evaluate internally and by authorized personnel of named company. Any unauthorized review; use, disclosure or distribution is prohibited.*

Tariff Disclaimer: *Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.*

**Tax and freight charges are additional when applicable*

DocuSign Envelope ID: D73AF195-4E91-41A5-B107-B25B59EFEC70

Sourcewell

CONTRACT EXTENSION

Contract Number: #012320-SCC

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Staples Contract & Commercial LLC, 500 Staples Drive, Framingham, MA 01702 have entered into Contract #012320-SCC for the procurement of Office Supply Catalog Solutions. The Contract has an expiration date of April 6, 2024, but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of April 6, 2025. All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 12/6/2022 | 3:28 PM CST

Staples Contract & Commercial LLC

DocuSigned by:
By: Michele Parzianello
75B171C7A79249D...
Michele Parzianello
Title: Chief Sales Officer
Date: 12/6/2022 | 4:07 PM CST

DocuSign Envelope ID: 00389A1D-7132-4D64-A341-41766E4187D6

Proposal Evaluation
Office Supply Catalog Solutions RFP #012320

	Possible Points	Beepsmart Communications Inc	Eloquent Corp	Lakeshore Learning Materials	Premier & Companies	Staples Contract & Commercial LLC	Zone Logistics, LLC
Conformance to Terms/ Conditions to Include Documentation	50	28	40	42	38	41	36
Pricing	400	299	319	324	317	326	274
Financial, Industry and Marketplace Successes	75	54	52	61	56	64	45
Bidder's Ability to Sell/ Service Contract Nationally	100	71	72	85	76	91	68
Bidder's Marketing Plan	50	32	37	42	39	46	37
Value Added Attributes	75	55	61	63	59	68	52
Warranty Coverages and Information	50	35	41	44	40	45	36
Selection and Variety of Products and Services Offered	200	134	120	151	162	186	123
Total Points	1,000	708	742	812	787	867	671
Rank Order		5	4	2	3	1	6

DocuSigned by:
Kim Austin
68B9B43C5334D1...
Kim Austin, CPPB, Sourcewell

DocuSigned by:
Carol Jackson
BEE63AEDED5F4E5...
Carol Jackson, Sourcewell

DocuSigned by:
Brandon Town
7BCA83CD6377421...
Brandon Town, CPSM, CPSD, Sourcewell

DocuSigned by:
Stephanie Haataja
765BA3F37635409...
Stephanie Haataja, CPIM, Sourcewell

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Barracuda Essentials Software Renewal - System Source (Hunt Valley, MD) $ 118,233.15

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Barracuda_Essentials_Software_Renewal.pdf	Software Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/19/24 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: James R Snyder

Account/Project Name: Barracuda Essentials Compliance Edition Annual Software Renewal

Account No: 0107200-537702 CIP Control No. ~~613,331~~

Budget Amount: $ ~~119,233.15~~ 828,491 Account Balance: $ ~~614,177.41~~ Unbudgeted Amount: $ —

Fiscal Year: FY25 Source of Funds: General Fund : IT operating Budget

Quantity	Description	Value
1	Barraacuda Essentials Compliance Edition	$ 119,233.15
	- Three (3) year subscription renewal for 664 seats/users	
	FYI - Each year will be billed annually ($39,744.39 each year).	
	Yr 1 - $39,744.39 11/30/24 - 11/29/25	
	Yr 2 - $39,744.38 11/30/25 - 11/29/26	
	Yr 3 - $39,744.38 11/30/26 - 11/29/27	
	TOTAL VALUE OF PROJECT $	$ 118,233.15

ABOVE TO BE USED FOR: This renewal is for the Barracuda Essentials security software package, which covers the city's email security gateway for @ 664 users. This renewal also covers the city's email archiver as well as additional features (advanced threat protection, emergency inbox, etc.) that is included in the software bundle.

RECOMMENDED VENDOR: Business Name: System Source

Business Address: 228 Clubhouse Road

City/State/Zip: Hunt Valley, MD 21031

Bid/Proposal/Quote No.: 94629 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SOLE SOURCE	Piggybacking off of existing MEEC state	
	contract (UMD-972016). Contract details	
	will be attached.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This software provides cloud-enabled email archiving capabilities, which allows for access to historical email records in the city's environment.

James R Snyder Digitally signed by James R Snyder Date: 2024.11.04 08:27:49 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frace 11/5/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for this annual software maintenance; and it is anticipated to be included in future budget years.

Michele Rose 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

system | source 42 years
your one source for IT & AV
338 Clubhouse Rd. | Hunt Valley, MD 21031 | p. 410.771.5544 | f. 410.771.9507 | syssrc.com

Barracuda Essentials Licensing Payment Terms Agreement with System Source November 4, 2024

Company Name: City of Hagerstown
Address: 1 East Franklin Street, Hagerstown, Maryland 21740

This Agreement is between System Source and the City of Hagerstown.

Barracuda has extended special pricing and payment terms applicable to the purchase outlined below:

System Source Quote # 94629 rev 1 of 1 dated November 4, 2024 – attached to this Agreement

> Barracuda licensing is for a period of 3 years and is payable in 3 annual payments (1/3, 1/3 and 1/3) as detailed below
>
> Purchase must be made by close of business on Wednesday, November 20, 2024

This purchase requires a hard copy or PDF purchase order from City of Hagerstown to System Source that includes the following on the PO:

> This Agreement must be referenced on the City of Hagerstown purchase order to System Source and takes precedence over any conflicting payment terms. This Agreement must be signed and returned along with the purchase order before the order can be executed.
>
> Order is non-cancellable and non-returnable
>
> Net 20 Terms Apply

Payments:

- First Payment $39,744.39: Payment due for Barracuda licensing covering Year-1 of the 3-year period
- Second Payment $39,744.38: Payment due for Year-2 of the 3-year period (will be invoiced 1 year after initial purchase date)

- Third Payment $39,744.38: Payment due for Year-3 of the 3-year period (will be invoiced 2 years after initial purchase date)

Terms: Net 20

Plus any applicable taxes, fees or shipping

This purchase does not include professional services, installation, support services or annual adjustments based on an increase in the number licenses needed for an increased number of users (quantities may not be reduced during the term of the agreement).

System Source shall not be liable for special, incidental, actual or consequential damages in connection with the services facilitated or resold, including but not limited to loss of profits or revenue, loss of use of equipment, costs of substitute equipment, connectivity loss or degradation or other downtime costs. The Client is solely responsible for software licensing compliance and System Source has no liability for such compliance. System Source shall not be held liable for any damage to or loss of Client's software, data, hardware and/or other computer-related equipment. System Source's entire liability for any claim concerning its performance or nonperformance in connection with this Agreement, including any negligence, shall be limited to the total amount paid to System Source for System Source provided services under the applicable Statement of Work for the last 12 months. If System Source doesn't agree in writing to provide a service, then System Source is not responsible for anything that occurs as a result of the Client not having that service. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other. In addition, liability with respect to property damages or injury (including death) to persons arising out of or connected with services performed under this agreement, is limited strictly to that imposed by law, and there is no contract imposing any greater degree of liability on System Source.

The Client is responsible for educating its staff to identify and react to phishing activity or fraudulent attempts to obtain sensitive information. The Client is responsible for obtaining insurance against cyber-attacks, cyber data loss, malware and privacy breaches because these incidents can occur under a best practices/best case scenario. Security recommendations, assessments, audits, software & device usage, implementation of best practices, remediation, staff training, and other security related practices and tools improve your security environment and decrease IT security breaches, fraud and related issues. However, no security practices or tools can ensure

any IT system is not vulnerable especially given evolving threats. Security improvements are recommended and implemented at a snapshot in time and cannot provide for every possible threat. Even if no current vulnerabilities are detected, due diligence should be exercised to prevent new or persistent threats. Even if the recommended best practices are implemented, it may not prevent an attack or system penetration. System Source is not responsible for any forensic security work.

Excused Performance. System Source shall not be deemed to be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from non-payment, acts of God, civil or military catastrophes, transportation delays, any communication equipment failure beyond its control, inability to obtain materials or parts from suppliers, or other major force beyond its reasonable control. Client understands and acknowledges that computers and network equipment are manufactured by, and run software written by, third party vendors; in addition, Client understands and acknowledges its computers and network equipment are provided with Internet Services and/or other computer networks provided by third party network providers. Client understands and acknowledges third party vendors and network providers, and their products and services are beyond the control of System Source and that Client's computers and network equipment may become inoperable due to factors beyond the control of System Source. System Source shall not be liable for any downtime or other problems with the services that are due to factors beyond its reasonable control including services provided by third parties and resold to Client by System Source.

Neither party will bring a legal action arising under or in connection with this Agreement more than one (1) year after the injured party first had or should reasonably have had knowledge of the facts giving rise to the cause of action.

The Parties agree to waive trail by jury. This agreement is governed by the laws of the State of Maryland.

X_____/_____
Signature for City of Hagerstown Date

_____
Printed Name

_____
Title

X_____/_____
Signature for System Source Date

_____
Printed Name

_____
Title

system | source 42 years
your one source for IT & AV
338 Clubhouse Rd. | Hunt Valley, MD 21031 | p. 410.771.5544 | f. 410.771.9507 | syssrc.com

Compliance Information for Purchasing Agents

CCR and Small Business Entity Status

System Source is a registered "trading as" name for Logical Ventures, Inc., a Maryland Corporation. System Source's Federal Tax Identification Number is 52-1202799. For the purpose of bid responses under NAICS codes 541519, 541512, 423430 and 811212 System Source meets the qualifications of a Small Business Entity. Our CCR CAGE code is 1JKB0.

Affirmative Action and Equal Employment Opportunity

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

E-Commerce and Credit Card

System Source accepts Visa, MC, and AMEX payments for training courses, ISP services, and field repair services. Quotes for professional service work, hardware, software and licenses are priced with an ACH/check payment discount and cannot be paid by credit card if the amount is greater than $1,000. If you wish to receive your quotes without the discount included, please inform your salesperson. Our secure credit card payment site www.syssrc.com/PayBill is PCI compliant.

E-invoicing and payment through ARIBA (ANID: AN01000197681) and TEXTURA is accepted. ACH payments may be sent to The Columbia Bank, routing# 055002338, acct: #1602183501. System Source's SWIFT ID is FLBKUS33.

Healthcare and Other Entities Involved in the Handling of Personal Health Information (PHI)

When System Source is notified by you that our employees may be dealing with PHI that is subject to HIPAA and/or HITECH regulations, we will provide you with a Business Associate Agreement that covers your regulatory responsibilities pertaining to the use of Business Associates in your IT environment. Contact your salesperson or engagement manager to request a Business Associate Agreement.

System Source
338 Clubhouse Road
Hunt Valley, Maryland 21031
United States
www.syssrc.com
(P) 410-771-5544
(F) 410-771-9507

Quotation (Open)

Date
Oct 23, 2024 10:19 AM EDT

Modified Date
Nov 04, 2024 01:17 PM EST

Quote #
94629 - rev 1 of 1

Description
Barracuda Essentials Compliance renewal - November

SalesRep
Dean, Kirby
(P) 410-771-5544 ext. 4332

Customer Contact
McCarty, Tim
(P) 301-797-4570
tmccarty@hagerstownmd.org

Customer
City of Hagerstown (3017398577)
McCarty, Tim
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-739-8577

Bill To
City of Hagerstown
Payable, Accounts
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-739-8577

Ship To
City of Hagerstown
McCarty, Tim
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-797-4570
tmccarty@hagerstownmd.org

Customer PO:

Terms:
Purchase Order (Net 20 Days)

Ship Via:
FedEx Ground

Special Instructions:
PO number must appear on all invoices, packages and shipping papers.

Carrier Account #:

#	Description	Qty	Unit Price	Total
1	Barracuda Essentials Compliance Edition Subscription license (3 years) - 1 user - hosted	1	$119,233.15	$119,233.15
2	See notes for dates Note: 11/30/2024 to 11/29/2027 - for serial # 1484463, 664 users	1	$0.00	$0.00

Pricing is compliant with MEEC Contract UMD-972016

Subtotal:	**$119,233.15**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$119,233.15**

Thank you for selecting System Source for your IT and audio visual needs. Logical Ventures, Inc. t/a System Source accepts Visa, MC and AMEX payments for training courses, cloud and field repair services only. Quotes for consulting, hardware and software are priced with an ACH/check payment discount and cannot be paid by credit card if the amount is greater than $1,000. If you choose to receive your quotes without the discount included, please contact your salesperson. Prices are subject to change. You will be contacted before we place your order should prices change. FOB Destination, Freight Prepaid & Add. Seller pays freight and adds freight charges to the buyer's invoice. Seller reserves the right to invoice freight charges separately to appropriately bill freight.

For terms and conditions of sale, please visit:
http://www.syssrc.com/html/company_info/purchaseagreement.shtml

MEEC Hardware Contract 2017

The MEEC Hardware Contract consists of 39 vendor contracts that offer significant discounts on over 280 popular IT manufacturer brands. The contract term is March 15, 2017 – March 14, 2023 and one optional 3-year renewal remains. The *2019 MOD* added 28 new brands to the contract and the *2020 MOD* added 57 new brands.

The Hardware contracts were awarded through a competitive RFP process in accordance with the *USM Procurement Policies and Procedures*. Contract approval was granted by the University System of Maryland's Board of Regents.

Contract Details

- RFP
- RFP Amendments 1-7
- Awards Summary
- Vendor MBE/SBR Information

RFP Number: 972016

Contract Number: UMD-972016

Contract Term: 3/15/2017 to 3/14/2023, one optional 3 year extension

Categories

- Category 1: Desktop and Portable Computers
- Category 2: Data Storage Systems
- Category 3: Server Class Computers – Virtual Computing Systems
- Category 4: Network Hardware
- Category 5: Peripheral Devices

MEEC Hardware Vendors

Award Details	Directory	Award Details	Directory
Advanced Computer Concepts	Contact	Electronic Systems Inc.	Contact
Alliance InfoSystems, LLC	Contact	En-Net Services	Contact
Alliance Technology Group	Contact	ePlus Technology	Contact
Apple Inc.	Contact	HCGI Hartford	Contact
Applied Technology Services	Contact	IP DataSystems	Contact
Bell Techlogix	Contact	ITsavvy	Contact
Cambridge Computer	Contact	Knight Point Systems	Contact
Carahsoft	Contact	Lenovo	Contact
Carousel	Contact	NCS Technologies	Contact
CAS Severn	Contact	Networking For Future	Contact
CDW-G	Contact	NGEN	Contact
CodeBlue Technology	Contact	OmegaCor Technologies	Contact

Concentus	Contact	Plan B Technologies, Inc.	Contact
Connection Public Sector	Contact	Presidio Networked Solutions	Contact
Copper River	Contact	ProSys Information Systems	Contact
Daly Computers	Contact	Seeds of Genius	Contact
Data Networks	Contact	Skyline Technology Solutions	Contact
Dell Marketing	Contact	SLAIT *(now ePlus Technology)*	Contact
DISYS Solutions, Inc. (DSI)	Contact	System Source	Contact
DSR Computer Sales & Service	Contact	Trinity3	Contact

MEEC - Maryland Education Enterprise Consortium	1450 South Rolling Road, Baltimore, MD 21227	Phone: 410.455.5617	Fax: 410.455.5600

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
RTK GPS Survey Grade Complete Package/Setup - Caron East, Inc. (Cumberland, MD) $ 13,740.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_RTK_GPS_Survey_Grade_Complete_Package.pdf	RTK GPS Survey Grade Complete Package

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: RTK GPS Survey Grade Complete Setup

Account No: 4509004-5830 & CIP Control No. _____

Budget Amount: $13,000.00 Account Balance: $13,000.00 Unbudgeted Amount: $740.00

Fiscal Year: 25 Source of Funds: ARPA and reallocated ARPA ($740)

Quantity	Description	Value
1	RTK GPS Survey Grade Complete package/setup	$ 13,740.00
	TOTAL VALUE OF PROJECT	$ $ 13,740.00

ABOVE TO BE USED FOR: Location of miscellaneous features: newly planted trees, removed trees, construction as-builts, and infrastructure. This GPS unit will increase efficiency and time management of field operations, which in turn will increase productivity.

RECOMMENDED VENDOR:

Business Name: Caron East, Inc. - Bid $13,740.00

Business Address: 429 N. Mechanic Street

City/State/Zip: Cumberland, MD. 21502

Bid/Proposal/Quote No.: RFP-24-RTK-15 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Warren Industries, Inc.	Philadelphia, PA	$17,462.00
Dicarlo Precision Instrument, Inc	Salisbury, MD	$19,418.48

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend purchase of survey equipment from Caron East, Inc.

J L B 11/1/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve.

Tyler Fraw 11/4/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding to reallocate for this purchase.

Michele Hepp 11/4/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Miscellaneous Stormwater Engineering Services - Retainer Contracts:
Frederick Seibert & Associates (Hagerstown, MD)
Bayland Consultants (Hanover, MD)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Retain_Engineering_Consultants.pdf	Engineering - Retainer Contracts

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Miscellaneous Stormwater Engineering Services Contract

Account No: Project by Project CIP Control No. N/A

Budget Amount: $SEE BACK Account Balance: $SEE BACK Unbudgeted Amount: $SEE BACK

Fiscal Year: FY 25 Source of Funds: SWM Funds & Mgmt. revenue

Quantity	Description	Value
1	Miscellaneous Stormwater Engineering Services	
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: Retain engineering consultants to complete miscellaneous stormwater design projects. Three-year indefinite delivery quantity contract with two one-year renewal options.

RECOMMENDED VENDOR:

Business Name:	Frederick Seibert & Assoc.	Bayland Consultants
Business Address:	128 S. Potomac St	7455 New Ridge Road
City/State/Zip:	Hagerstown, MD 21740	Hanover, MD 21076

Bid/Proposal/Quote No.: RFP-24-SW-03 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
KCI Technologies, Inc.	Sparks, MD	
Wallace Montgomery	Hunt Valley, MD	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS See attached comment sheet.

J L B 11/7/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- Will need updated W9's for both.

Tyler Fierce 11/7/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - SWM fees and revenue are available to cover these services & is anticipated to continue to cover in future budgets.

Michelle Hepburn 11/7/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Miscellaneous Stormwater Engineering Services Contract

Department Manager's comments:

Staff recommends the award of an open-ended "indefinite delivery quantity" retainer contract to Frederick, Seibert & Associates and BayLand Consultants & Designers, Inc. to provide miscellaneous stormwater engineering design services to the City. Their proposals presented the best combination of low billing rate, quality, and technical ability, and are recommended by the selection team.

The scope of work performed by these consultants will be determined on a project-by-project basis. Individual projects over $25,000 will be approved by the Mayor and City Council. Frederick Seibert and BayLand teams are recommended to be "retained" at contract billing rates, and staff will obtain design fees from the firms per the Request for Proposal for each new project.

Initial projects may include, but not be limited to: Burnap parking lot stormwater design, Marsh Run stream restoration project, Ice & Sports Complex pond retrofit, and analysis of the existing storm drainage system serving Magnolia Avenue.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
HPD 3rd Floor Office and Restroom Renovations - Change Orders - Popowski Brothers, Inc. (Cockeysville, MD) $ 50,954.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_3rd_Floor_Renovations_-_Change_Order.pdf	Signed Consent Form
20241104151946822.pdf	CONSENT FORM
#1.pdf	CHANGE ORDER #1
#2.pdf	CHANGE ORDER #2

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: 3rd Floor Renovations (Additional)

Account No: 4510000 5594 ARP62 & C0308 CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 2025 Source of Funds: Revised ARPA (~~$217,000.00~~ $247,937) and General (~~$46.00~~ $20,063)

Quantity	Description	Value
1	3rd Floor Office and Restroom Renovations total Change Requested	$ 50,954.00
	From $217,046.00 to $268,000.00 on PO 20250336	
	Change Order #1 - $13,113.85 (ARPA 62 Funding)	
	Change Order #2 - $17,777.71 (ARPA 62 Funding)	
	~~Change Order #3~~ - $20,062.44(Contingency C0308) Future Contingency (if needed)	
	TOTAL VALUE OF PROJECT $	$ 50,954.00

ABOVE TO BE USED FOR: HPD 3rd floor office and restroom renovations.

RECOMMENDED VENDOR: Business Name: Popowski Brothers, Inc.

Business Address: 16 Stenerson Lane

City/State/Zip: Cockeysville, Maryland 21030

Bid/Proposal/Quote No.: P1832.24 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
United Enterprises Construction	Greencastle, Pennsylvania	$293,032.00
GRC General Contractor, Inc.	Zullinger, Pennsylvania	$295,726.00
Rockwell Construction Co., Inc.	Mercersburg, Pennsylvania	$279,221.00
Callas Contractors, LLC	Hagerstown, Maryland	$314,500.00
Fairfield Enterprise, LLC	Chantilly, Virginia	$429,000.00
Wormald Commercial Construction	Frederick, Maryland	$489,250.00
Baltimore Contractors, Inc.	Baltimore, Maryland	$285,888.00
Warner Construction Inc.	Frederick, Maryland	$269,000.00

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Due to 2 Change Orders (totaling $30,891.56), and the possibility of unknown additional changes, we are requesting the original purchase order increase to $268,000. Even with this increase, PBI is still the lowest bidder.

Paul J. Kifer 11/4/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fox 11/5/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate reallocated ARPA to cover the Change orders.

Michelle Hepburn 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: 3rd Floor Renovations (Additional)

Account No: 4510000 5594 ARP62 & C0308 CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 2025 Source of Funds: ARPA ($217,000.00) and General ($46.00)

Quantity	Description	Value
1	3rd Floor Office and Restroom Renovations	$ 50,954.00
	From $217,046.00 to $268,000.00	
	Change Order #1 - $13,113.85 (ARPA 62 Funding)	
	Change Order #2 - $17,777.71 (ARPA 62 Funding)	
	Change Order #3 - $20,062.44(Contingency C0308)	
	TOTAL VALUE OF PROJECT $	$ 50,954.00

ABOVE TO BE USED FOR: HPD 3rd floor office and restroom renovations.

RECOMMENDED VENDOR:

Business Name: Popowski Brothers, Inc.

Business Address: 16 Stenerson Lane

City/State/Zip: Cockeysville, Maryland 21030

Bid/Proposal/Quote No.: P1832.24 Sole Source? ____ Yes X No

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Baltimore Contractors, Inc.	Baltimore, Maryland	$285,888.00
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Due to 2 Change Orders (totaling $30,891.56), and the possibility of unknown additional changes, we are requesting the original purchase order increase to $268,000. Even with this increase, PBI is still the lowest bidder.

Paul J. Kifer 11/4/24

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

RESTORE
RENOVATE
CONSTRUCT
EST. 1988

Change Order

DC. License No. 410515000244, DE License No. 2015604026, MHIC License No. 132083, PA License No. PA069323
VA License No. 2705078466 Class A, CIC, ENV, HIC

Change Order # 1

Building Agreement Information
Building Agreement Date: September 17, 2024
Owner Name: Hagerstown Police Department
Owner Address: 50 North Burhans Blvd
City, State, Zip: Hagerstown MD 21740

Change Order Information
Change Order Date: October 23, 2024
Work Address: PBI Commercial
City, State Zip: 16 Stenersen Lane 1-A Hunt Valley MD 21030
Subject: Wall, Paint and Door Frames

1. PBI shall make the following changes to the Building Agreement:

   Project OverviewThe purpose of this project is to remove existing wallpaper, prepare the walls for painting, apply paint to the walls and door frames, and install rubber base molding. The scope of work outlines the tasks and responsibilities to be completed

2. The following documents are included as attachments in support of this Change Order:

   Proposal

3. Additional terms and conditions pertaining to this Change Order:

   none

4. Total amount of this Change Order is: ($ 13113.25)
5. Owner(s) agrees to pay PBI prior to commencement of Change Order work an initial payment of ($ n/a)
   Owner(s) agrees to pay PBI upon substantial completion of Change Order work a second payment of ($ n/a)
6. The approximate completion date for the Change Order work listed above, which is in addition to the number of days stated in the original building agreement, is n/a business days from the start of Change Order work.

Original Building Agreement Amount: ($ 217047.00)
Previous Building Agreement Amount: ($ -)
Amount of this Change Order: ($ 13113.25)
Revised Building Agreement Amount Including this Change Order: ($ 230160.25)

Submitted By:

On behalf of Popowski Brothers Inc., d/b/a
PBI Commercial, PBI Environmental, LLC

Accepted On Date: _____

Sign Owner

Print Owner

PBI COMMERCIAL EST. 1958

Status: Open
Contact:
Date: 10/23/2024

Estimate: 24101073661 HAGERSTOWN POLICE DEPARTMENT
CHANGE ORDER NUMBER 1

Estimate Unit Totals

Line	Description	Quantity	Unit Price	Total Estimate
1	**BACK ROOM**			
2	DEMO BACK ROOM WALL	1.00 EA	837.88	837.88
3	REFRAME METAL BACK ROOM WALL	1.00 EA	1,056.46	1,056.46
4	DETACH AND RESET DOOR AND FRAME AND	1.00 EA	364.30	364.30
5	DRYWALL REPLACEMENT WALL	1.00 EA	582.88	582.88
6	DEBRIS DISPOSAL AND CLEANUP	1.00 EA	291.44	291.44
7	SEAL PRIME AND PAINT NEW WALL	1.00 EA	510.02	510.02
8			**BACK ROOM Total**	**$3,642.97**
9	**HALLWAY**			
10	STRIP SAND AND REPAINT DOOR FRAME TO MATCH	5.00 EA	182.15	910.74
11	SEAL PRIME AND PAINT WALLS OF HALLWAY	1.00 EA	1,967.21	1,967.21
12	REMOVE WALL PAPER AND PREP FOR PAINT	1.00 EA	2,003.64	2,003.64
13	DETACH AND RESET FIRE ALARM PUL STATIONS	2.00 EA	320.58	641.16
14	REMOVE AND REPLACE VINYL COVE BASE	75.00 LF	32.06	2,404.36
15	DETACH AND RESET FIRE SYSTEM STROBE LIGHT	1.00 EA	313.30	313.30
16	DETACH AND RESET DRINKING FOUNTAIN	1.00 EA	900.54	900.54
17	DETACH AND RESET HAND SANITIZER	1.00 EA	21.86	21.86
18	DETACH AND RESET DOOR STOP	1.00 EA	16.03	16.03
19	CLEANUP AND DISPOSAL	1.00 EA	291.44	291.44
20			**HALLWAY Total**	**$9,470.27**
21	**Total Estimate**			**$13,113.25**

Zoho Sign Document ID: 2E58866D-OVX0ZFRAV3CLYLKAKUAKZGIYNZ2ZGKKRD311OXBOTXM

10/24/2024
Client: Hagerstown Police Department
Location: 50 North Burhans Blvd3rd Floor, Hagerstown, Maryland 21740
Contact: Mark Chaney

This represents our proposal to do the work in this project at 50 North Burhans Blvd3rd Floor, Hagerstown, Maryland 21740. - Change Order Number 2 - Second Bathroom Renovation

Scope and Totals

Description	Total Estimate
ACT Acoustic Treatments	
REMOVE ACOUSTIC CEILING	437.16
ACT - Acoustic Treatments Totals	**$437.16**
BAC Bathroom Accessories	
INSTALL ONLY SOAP DISPENSER	145.72
INSTALL ONLY PAPER TOWEL DISPENDSER	218.58
INSTALL ONLY TOILET PAPER HOLDER	72.86
INSTALL ONLY BATHROOM MIRROR	145.72
BAC - Bathroom Accessories Totals	**$582.88**
CLN Cleaning	
FINAL CLEANING	145.72
CLN - Cleaning Totals	**$145.72**
DMO General Demolition	
DEBRIS REMOVAL	1,020.03
DMO - General Demolition Totals	**$1,020.03**
DOR Doors	
INSTALL NEW DOOR AND FRAME	2,914.38
DOR - Doors Totals	**$2,914.38**
DRY Drywall	
REPLACE EXISTING WALLS AND CEILING DRYWALL	1,457.19
DRY - Drywall Totals	**$1,457.19**
ELE Electrical	

Zoho Sign Document ID: 2E58866D-OVX0ZFRAV3CLYLKAKUAKZGIYNZ2ZGKKRD311OXBOTXM

PBI COMMERCIAL EST 1908

10/24/2024
Client: Hagerstown Police Department
Location: 50 North Burhans Blvd3rd Floor, Hagerstown, Maryland 21740
Contact: Tyler French

Description	Total Estimate
INSTALL NEW GFI OUTLET	291.44
REMOVE AND REPLACE LIGHT SWITCH	145.72
INSTALL NEW EXHAHUST FAN	1,457.19
INSTALL FLUORECENT LIGHTING	364.30
ELECTRICIAN	1,457.19
ELE - Electrical Totals	**$3,715.83**
PLM Plumbing	
PLUMBER	1,457.19
INSTALL NEW SINK	1,165.75
DETACH AND RESET TOILET	728.59
PLM - Plumbing Totals	**$3,351.54**
PNT Painting	
PAINT NEW DRYWALL	1,165.75
PNT - Painting Totals	**$1,165.75**
TIL Tile	
REMOVE AND REPLACE CERAMIC TILE FLOORING AND BASE	2,622.94
MARBLE THRESHOLD	364.30
TIL - Tile Totals	**$2,987.24**
Total Estimate	**$17,777.71**

ACCEPTANCE

Please provide your signature for approval.

CLIENT Mark Chaney _____ Date Oct/25/2024

Zoho Sign Document ID: 2E58866D-OVX0ZFRAV3CLYLKAKUAKZGIYNZ2ZGKKRD311OXBOTXM

10/24/2024
Client: Hagerstown Police Department
Location: 50 North Burhans Blvd3rd Floor, Hagerstown, Maryland 21740
Contact: Tyler French

CONTRACTOR_____ Date ___/___/_____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Six 2025 Ford Interceptors Utility AWD Vehicles ($ 46,435.00/each) - New Holland Auto Group (New Holland, PA) $ 278,610.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_Ford_Interceptor_Utility_AWD_Vehicles.pdf	Signed Consent Form
CONSENT_FORM_-_VEHICLES.pdf	CONSENT FORM
QUOTE_-_VEHICLES.pdf	QUOTE
EMAIL.pdf	EMAIL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (6) 2025 Ford Interceptor Utility AWD Vehicles

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $~~223,193.01~~ 611,200 Account Balance: $ 26,299 Unbudgeted Amount: $ *(252,311) See Below

Fiscal Year: FY25 Source of Funds: ~~Transfers from C0308 (Building) of $300,000.00~~

Quantity	Description	Value
6	2025 Ford Interceptor Utility AWD Vehicles ($46,435.00 / each)	$ 278,610.00
	* Remaining in C0129 Vehicle Acq Bud - 26,299	
	Transfer from C0308 Proj Bldg - +300,000	
	326,299	
	TOTAL VALUE OF PROJECT	$ 278,610.00

(2)

ABOVE TO BE USED FOR: Patrol

RECOMMENDED VENDOR: Business Name: New Holland Auto Group

Business Address: 508 West Main Street

City/State/Zip: New Holland, Pennsylvania 17557

Bid/Proposal/Quote No.: _____ Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Nothing available from other		
vendors.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is coming out of our 2025 CIP fund combined with a $300,000 transfer from our Building CIP. This purchase is being made under the city's purchasing guidelines.

Chief Paul 11/1/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frey 11/4/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - alternative funding has been identified to purchase additional vehicles needed

Michelle Hepburn 11/5/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (6) 2025 Ford Interceptor Utility AWD Vehicles

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $223,193.01 Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: FY25 Source of Funds: Transfers from C0308 (Building) of $300,000.00

Quantity	Description	Value
6	2025 Ford Interceptor Utility AWD Vehicles ($46,435.00 / each)	$ 278,610.00
	TOTAL VALUE OF PROJECT	$ 278,610.00

ABOVE TO BE USED FOR: Patrol

RECOMMENDED VENDOR: Business Name: New Holland Auto Group

Business Address: 508 West Main Street

City/State/Zip: New Holland, Pennsylvania 17557

Bid/Proposal/Quote No.: _____ Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Nothing available from other		
vendors.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is coming out of our 2025 CIP fund combined with a $300,000 transfer from our Building CIP. This purchase is being made under the city's purchasing guidelines.

Chad Paul 11/1/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Prepared for: Terry Hose, Hagerstown Police
1 E Franklin St
Hagerstown, MD 21740
Office: 240-886-1320
Email: those@haderstownpd.org
Ordering FIN Code: QD828

New Holland Auto

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515

Client Proposal

Prepared by:
Greg Dyer
Office: 717-351-1635
Email: gdyer@newhollandauto.com
Quote ID: 10-29-24-1
Date: 10/30/2024

Prepared for: Terry Hose
Hagerstown Police
Prepared by: Greg Dyer
10/30/2024

New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 10-29-24-1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
K8A	Base Vehicle Price (K8A)	$49,515.00
Packages		
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
Powertrain		
99B	Engine: 3.3L V6 Direct-Injection *(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	-$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
Wheels & Tires		
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
Seats & Seat Trim		
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear	Included

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 10-29-24-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.	

Other Options

PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
153	Front License Plate Bracket	N/C
51R	Driver Only LED Bulb Spot Lamp (Unity)	$400.00
68G	Rear-Door Controls Inoperable	$80.00
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
18D	Global Lock/Unlock Feature	N/C
	Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + paitro timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.	
59B	Keyed Alike - 1284x	$50.00

Emissions

425	50-State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	

Exterior Color

UM_01	Agate Black	N/C

Prepared for: Terry Hose
Hagerstown Police
Prepared by: Greg Dyer
10/30/2024

New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 10-29-24-1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Interior Color		
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		$47,715.00
Destination Charge		$1,595.00
TOTAL		~~$49,310.00~~

Pricing Shown Next Page

Prepared for: Terry Hose
Hagerstown Police
Prepared by: Greg Dyer
10/30/2024

New Holland Auto Group | 508 West Main Street New Holland Pennsylvania | 17557

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: 10-29-24-1

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 6

	MSRP
Vehicle Pricing	
Base Vehicle Price	$297,090.00
Options	-$10,800.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$9,570.00
Subtotal	$295,860.00

Pre-Tax Adjustments

Code	Description	MSRP
MISC	Government Price Concession	-$10,800.00
State of Maryland		
DR	Dealer Discount	-$6,450.00
Total		$278,610.00

Customer Signature

Acceptance Date

Carroll, Kristy

From: Michelle Hepburn
Sent: Wednesday, October 30, 2024 4:04 PM
To: Chaney, Mark
Cc: Brooke Garver; Carroll, Kristy; Scott Nicewarner; Kifer, Paul
Subject: RE: Police Vehicles

I'm fine with that.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Wednesday, October 30, 2024 4:03 PM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>
Subject: RE: Police Vehicles

Thank you! I would like to go ahead and move the $300K.

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Wednesday, October 30, 2024 3:57 PM
To: Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>
Subject: RE: Police Vehicles

Hello,

I am fine to have this added to the November consent. I believe Scott mentioned that he would like everything by next Monday so that he could sign most items before he is away on conferences. My only note is that you have slightly more funding than noted below:

Current Balance Vehicle CIP - $128,249.27
CIP Vehicle Insurance Proceeds - $27,700
CIP Building to CIP Vehicles - $300,000
Plus CIP Vehicle FB carried over - $67,243.74 (this covered the cost of 2 of your POs completed in 2024)

Available Funding - ~~$455,949.27~~ $523,193.01

If you want reduce the amount you want to be transferred out of your C0308 Building so that you funding to match your cost, that is fine. Or you can decide to move it all to C0129 Vehicles and leave extra in that account in case you need another one later in the fiscal year for another purpose.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Wednesday, October 30, 2024 11:17 AM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Subject: Police Vehicles

All,

If we can move the $300K from building CIP to Vehicles CIP, we have $455,949.27 available.

Current Balance Vehicle CIP - $128,249.27
CIP Vehicle Insurance Proceeds - $27,700
CIP Building to CIP Vehicles - $300,000

Available Funding - $455,949.27

New Holland currently has six (6) Ford Explorers (Police Interceptors) available. (Sole Source based on availability – Similar to November 2023 (See Attached))

Available Vehicles

Hertrich – No vehicles available
New Holland – Six (6) Ford Explorers available now - $278,610 – Quote attached (Previous Co-Stars Contract)
East Coast Lighting – Six (6) - $78,249.99 – Quote Attached
Docks\Computers – Six (6) - $30,000 (Estimate based on previous cost)

Cost - $386,859.99

Police Protection Grant surplus (i.e., $205K) not touched at this time.

With quotes in hand, would we be able to get this on the November agenda?

Mark

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:49 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

HPD has $500K - $300K unrestricted and unused in C0308 PLUS current PP grant additional of $205K.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:30 PM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: Re: Request to increase sworn authorization

I hope we all understand that any lobbyist gained Federal earmark or grant money is not coming next week, nor probably in this fiscal year. Depending on the surplus, I would like 4 cars at $80K a car purchased at a minimum. We have officers in cars where accelerators are sticking and odometers are showing 160K or more miles. Either these get replaced through current CIP or they should be paid for through surplus. I do not, and will never, advocate for recurring expenses such as pay to come from one-time money such as surplus. I would hope that the $300K in building CIP would be sacrificed to make up some of the pay expenses.

Scott A. Nicewarner
City Administrator
City of Hagerstown, MD
1 E. Franklin Street
Hagerstown, MD. 21740
301-766-4168

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:25:09 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

No I cannot add $125K worth of expenses into the **balanced** FY25 budget unless there is an offsetting reduction to expenses elsewhere OR a coordinating increase to revenue. The budget must remain balanced and I cannot recommend that we use prior FB reserves to cover ongoing operating salaries. I am not saying that I am opposed to increasing sworn staff just that if asked I have no funding source available in FY25 and that the letter implied that staffing was reduced to 91 to give money to another employee group which is not the case. We (including me) have always said that if you get to the level that more staffing was needed to be added back it would simply be done.

HPD has a significant amount of funding in C0308 Police Building ($300K) that could be used to help offset costs. I need a very clear picture – how many vehicles are you authorizing in FY25 Scott? Why push now if we can secure funding to help purchase all that is needed since a federal lobbyist contract will be executed within the next month?

Thanks!

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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From: Scott Nicewarner <SNicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:04 PM
To: Chaney, Mark <mchaney@hagerstownpd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

A surplus needs to be communicated to M&C first before we go too far, and I was probably jumping the gun mentioning that so let's not get too far out over the skis at this point.

Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email:snicewarner@hagerstownmd.org
Phone: 301-739-8577 x114

www.hagerstownmd.org

From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Tuesday, October 29, 2024 3:02 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

Michelle,

Is this what you're recommending? (Attached)

Regarding funding the 7 positions within the FY25 budget. Can we get the $125K (vacancy savings) added back into the budget?

We are currently 32.69% of the way into the fiscal year, and employee related cost are at 29.36%. So.... I think we'll be okay to cover this within the current budget. But... getting the $125K back would make me feel better.

We'll start working on a quote for 4 vehicles ASAP for the Consent/Purchase order. May need to tap into existing CIP for some of the outfitting costs.

Mark

From: Scott Nicewarner <SNicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 2:51 PM

To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

That commitment was made so let's see how funding would work either through PP grant or departmental savings. I am also inclined to look at surplus for at least 4 HPD vehicles, in addition to the #1 priority of other departments related to vehicles with my "yes/no" decision on them utilizing surplus. *(insert graphic of Michelle's head exploding here*).

Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email:snicewarner@hagerstownmd.org
Phone: 301-739-8577 x114

www.hagerstownmd.org

From: Michelle Hepburn <mhepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024, 12:54 PM
To: Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Donald Francis <DFrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: FW: Request to increase sworn authorization

I would ask that you remove the last portion of your first paragraph. The HFD motion left remaining sworn count in HPD at 97. HPD requested that the 97 be taken down to 91 to fund significant salary increases 7/1/22. There is no need to anything beyond your request to restore funding of 7 positions period.

If asked, I currently have no additional funding in FY25 and my only suggestions would be utilizing the additional Police Protection grant of $205K toward this. Also the cadets need to remain part of the total position count.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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From: Kifer, Paul <pkifer@hagerstownpd.org>
Sent: Tuesday, October 29, 2024 10:09 AM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>
Cc: Michelle Hepburn <mhepburn@hagerstownmd.org>; Donald Francis <dfrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>
Subject: Request to increase sworn authorization

Scott,

We are at that point where we will be at 91 hired. With that we have arond 24 in the process and in just the past few days we have 6 laterals reached out and coming to be interviewed.

I would like to continue to provide conditional offers and as you know hire back up to a higher standard. The requested letter is asking for an increase back to 98 at this time. This would include 2 of the 4 cadets we currently have since I requested back then that the cadets would not count towards the sworn count. (I know I asked for 2 back then and we have 4 so I understand at this time those 2 should count).

I think getting in front of this council would be best since they are familiar with the situation.

Let me know.

Thanks,

Chief

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Vehicle Upfittings for Police Interceptors Utility AWD - East Coast Emergency Lighting, Inc. (Millstone Township, NJ) $ 78,249.99

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Police_-_Vehicle_Upfittings.pdf	Signed Consent Form
CONSENT_FORM_-_VEHICLE_UPFITTINGS.pdf	CONSENT FORM
EAST_COAST.pdf	QUOTE
East_Coast_Lighting.pdf	CONTRACT
EMAIL.pdf	EMAIL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Police Department Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Vehicle Upfitting

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $~~223,193.01~~ 611,200 Account Balance: $ 104,549 Unbudgeted Amount: $ —

Fiscal Year: 2025 Source of Funds: CIP - Transfers from ~~C0308 (Building) of $300,000.00~~ Gen Fund (1)

Quantity	Description	Value
6	Vehicle Upfittings - Police Interceptors Utility AWD	$ 78,249.99
	TOTAL VALUE OF PROJECT	$ 78,249.99

ABOVE TO BE USED FOR: Upfitting of (6) new departmental vehicles.

RECOMMENDED VENDOR:

Business Name: East Coast Emergency Lighting, Inc.

Business Address: 200 Meco Drive

City/State/Zip: Millstone Township, New Jersey 08535

Bid/Proposal/Quote No.: _____ Sole Source? X Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
State of Maryland Contract		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Purchase is for the upfitting costs associated with the purchase of the 6 new vehicles. Funds covering this costs is coming from the CIP fund.

Chief Paul 11/1/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fraser 11/4/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding to cover equipment for these vehicles.

Michelle Hepburn 11/5/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

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Department Director or Manager: Chief Paul J. Kifer

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Business Address: 200 Meco Drive

City/State/Zip: Millstone Township, New Jersey 08535

Bid/Proposal/Quote No.: _____ Sole Source? X Yes _____ No

OTHER VENDORS		
Firm	City/State	Total Amount
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Chief Paul 11/1/24
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

East Coast Emergency Lighting, Inc.
200 Meco Drive
Millstone Township, New Jersey 08535
732-940-2211

Estimate

Date	Estimate No.
10/30/2024	44072

Customer Information	Ship To Location
City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer	City of Hagerstown 425 East Baltimore St Hagerstown, MD 21740 Todd Shaffer

Sale Type	Installation Shop Location	Contract	P.O. No.	Sales Rep
Product Only - Drop Ship	SD	001B4600396		N/A - No Install

Item	Description	Quantity	Cost	Amount
	MARYLAND STATE CONTRACT #001B4600396 2025 FPIU Patrol (6)			
	[Forward Warning]			
BW50UFX	WCX DUO IE XLP 12LT 20 UTILITY	6	1,036.02	6,216.12
BWDD	WCX DUO XLP DRVR LTHD RED/WHT	36	0.00	0.00
BWPE	WCX DUO XLP PASS LTHD BLU/WHT	36	0.00	0.00
MCRNTRX	STUD MOUNT MICRON RED SMOKE	12	77.39	928.68
MCRNTBX	STUD MOUNT MICRON BLUE SMOKE	12	77.39	928.68
	[Side Warning]			
VTX9J	Whelen, VERTEX SUPER-LED DUO BLU/RED	12	68.94	827.28
VTXADAPT	VERTEX TWIST-IN ADAPTER KIT	12	7.04	84.48
TCRWX5	WeCanX TRACER 5-LAMP HOUSING	12	539.35	6,472.20
TCRWXPJC	WCX TRACER PRIMARY TRIO R/B/W	12	53.00	636.00
TCRWXSJC	WCX TRACER SECONDARY TRIO RBW	48	53.00	2,544.00
TCRB50	TRACER MT KIT 2020 EXPLORER/UTILITY	12	23.45	281.40
PSJ02FCR	STRIPLITE+ DUO FLASHER RED/BLU	12	99.90	1,198.80
PSBKT90	STRIP-LITE+ 90 DEG MT KIT	12	14.54	174.48
	[Rear Warning]			
OEWD50	ION O.E.WC DUO INTERCEPTOR	6	820.75	4,924.50
OEI2DX	ADD 1 R-W/SMK ION OUTER EDGE	18	7.04	126.72
OEI2EX	ADD 1 B-W/SMK ION OUTER EDGE	18	7.04	126.72
XTLI3JC	WHELEN ION-T LINEAR TRIO R/B/W SMOKE	12	106.46	1,277.52
3SRCCDCR	3" ROUND SPLIT RED/WHT COMPART	12	47.37	568.44
	[Lighting and Siren Control]			

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid fo 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total

East Coast Emergency Lighting, Inc.
200 Meco Drive
Millstone Township, New Jersey 08535
732-940-2211

Estimate

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10/30/2024	44072

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Sale Type	Installation Shop Location	Contract	P.O. No.	Sales Rep
Product Only - Drop Ship	SD	001B4600396		N/A - No Install

Item	Description	Quantity	Cost	Amount
C399	CENCOM CORE WCX CONTROL CENTER	6	648.63	3,891.78
CCTL6	Whelen WeCanX KNOB/SLIDE CONTROL HEAD	6	217.15	1,302.90
CEM16	WeCanX 16 OUTPUT EXPANSION MOD	18	134.13	2,414.34
C399SP	SCANPort Installation Kit for C399	6	86.77	520.62
SA315P	SA315P SPEAKER, BLACK PLASTIC	6	189.01	1,134.06
SAK75D	SA-315 MT KIT 2025 EXPLORER DRVR	6	23.92	143.52
CHWLFE29	WCX LO FREQ SIREN AMP EXPLORER	6	347.53	2,085.18
LCPHOTO	LOGIC LEVEL PHOTOCELL OPTION	6	58.63	351.78
CV2V	VEHICLE-TO-VEHICLE SYNC MODULE	5	170.25	851.25
	HAVIS			
PKG-VSX-1800-I...	Havis Package - VSX Console 18" with Front Bin, Cup Holder and Fuse Block for 2020-2021 Ford Interceptor Utility	6	470.15	2,820.90
DS-DA-340	HAVIS RIGHT ANGLE USB	6	20.27	121.62
C-EBX-WHE-1	Havis Equipment Bracket Kit For VSX Consoles Front Tray Siren Light Control – Whelen	6	5.79	34.74
C-ARM-1001	Internal Mount Armrest with Lockable Accessory Pocket Uses 7" of equipment space in console	6	184.12	1,104.72
C-MD-119	11" Slide Out Locking Swing Arm With Low Profile Motion Device Adapter	6	212.49	1,274.94
C-FP-05	1/2" Filler Plate	6	0.00	0.00
C-FP-25	2-1/2"Filler Plate	6	0.00	0.00
C-PMX-102	Brother PocketJet 8 Printer Mount For VSX Consoles For 2020-2024 Ford Interceptor Utility	6	112.91	677.46
PROKIT-2	Adapter Kit For Pro-Gard Partition To Havis TTP Or Storage Drawer Mount In 2020-2023 Ford Interceptor Utility	6	19.11	114.66
PKG-SBX-INUT-...	Premium Single Medium Drawer Package With Trunk Trays For 2020-2023 Ford Interceptor Utility	6	1,997.55	11,985.30
C-MCB	Microphone Clip Bracket	12	11.00	132.00
MMSU-1	Magnetic Mic Single Unit	12	35.00	420.00

Special Order Items - Cannot be cancelled, exchanged or returned.

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Total

East Coast Emergency Lighting, Inc.
200 Meco Drive
Millstone Township, New Jersey 08535
732-940-2211

Estimate

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Sale Type	Installation Shop Location	Contract	P.O. No.	Sales Rep
Product Only - Drop Ship	SD	001B4600396		N/A - No Install

Item	Description	Quantity	Cost	Amount
P1826UINT20AO...	PRO-GARD Ford Utility Interceptor 2020, Pro-cell Prisoner Transport Systems with Outboard Seat Belts, Dual Compartments, Pro-cell Full Partition (Recessed Panel included) w/Transport Seat; Floor Pan, Pair Door Panels; Pair Window Armor, Lower Extension Panel, Poly Divider, Poly Window Barrier & Outboard Seat Belts	6	3,258.70	19,552.20

Special Order Items - Cannot be cancelled, exchanged or returned.

This estimate shall be valid fo 60 days. Any verbal change to this estimate is not binding unless agreed to by both the customer and East Coast Emergency Lighting, Inc.

Total $78,249.99

BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

********** STATE OF MARYLAND **********

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SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
EAST COAST EMERGENCY LIGHTING INC
200 MECO DR

MILLSTONE TOWNSHIP, NJ 08535
(732)940-2211

REFER QUESTIONS TO:

ENAYATULLAH RAYHAN
(410)767-5139
ENAYATULLAH.RAYHAN@MARYLAND.GOV

ITB:	**EXPR DATE:** 05/09/27 **POST DATE:**	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

****

STATEWIDE CONTRACT
FOR
POLICE VEHICLE EQUIPMENT & EMERGENCY VEHICLE WARINING SYSTEMS & LIGHTING

****

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS. START FROM MAY 10, 2024 THROUGH MAY 09, 2027

OPTION YEAR ONE: MAY 10, 2027 THROUGH MAY 9, 2028 WITH THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

OPTION YEAR TWO: MAY 10, 2028 THROUGH MAY 9, 2029 WITH THE SAME CONTRACT TERMS, CONDITIONS AND PROVISIONS.

VENDOR CONTACT: 732-940-2211

POINT OF CONTACT: DAWN BAZZURRO

ADDRESS: 200 MECO DRIVE, MILLSTONE TOWNSHIP, NEW JERSEY, 08535

VENDOR E-MAIL: DAWNB@ECELIGHTING.COM

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

********** STATE OF MARYLAND **********

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TERMS (cont'd):

AGENCY: MARYLAND TRANSPORTATION AUTHORITY.
POC: NICK J. SUTER
EMAIL: NSUTER@MDTA.STATE.MD.US

PRODUCT ACCEPTABILITY SHALL BE AT THE SOLE DISCRETION OF THE MARYLAND STATE ORDERING AGENCY. THE ORDERING AGENCY SHALL BE THE SOLE JUDGE OF WHAT IS AN "APPROVED EQUAL". ANY EQUIPMENT DELIVERED AS A RESULT OF THIS AWARD WHICH DOES NOT MEET THE SPECIFICATIONS OR IS OTHERWISE FOUND TO BE DEFECTIVE, SHALL BE REJECTED AND RETURNED AT THE VENDOR'S EXPENSE FOR REPLACEMENT OR CREDIT.

PACKAGE:

ALL ITEMS MUST BE NEWLY MANUFACTURED AND DELIVERED IN THE MANUFACTURER'S INDIVIDUAL ORGINAL STANDARD PACKAGE, CLEARLY MARKED AS TO PART NUMBER AND CONTENTS.

NO AFTERMARKET, REMANUFACTURED, OR RECONDITIONED PARTS SHALL BE ACCEPTED.

DELIVERY:

EQUIPMENT SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

NO ADDITIONAL CHARGES WILL BE ALLOWED FOR ANY TRANSPORTATION COSTS, RESULTING FROM PARTIAL SHIPMENTS MADE AT EAST COAST EMERGENCY LIGHTING CONVENIENCE WHEN A SINGLE SHIPMENT IS ORDERED. DELIVERY INSTRUCTIONS SHALL BE SPECIFIED BY THE ORDERING ENTITY AT THE TIME OF EACH PURCHASE.

CONTRACTORS PERFORMANCE:

THE STATE AGENCY HAS THE RIGHT TO MAKE THE FINAL DETERMINATION AS TO WHETHER SERVICES HAVE BEEN SATISFACTORILY COMPLETED. SHOULD ANY PORTION OF THE INSTALLATION WORK, DUE TO ANY CAUSE, NOT BE IN ACCORDANCE WITH THE SPECIFICATIONS OR IS NOT SATISFACTORILY COMPLETED, IT MAY BE REJECTED AND THE CONTRACTOR MUST MAKE A SATISFACTORY ARRANGEMENT WITH THE AGENCY.

REPLACEMENTS AND REPAIRS ON FAULTY EQUIPMENT OR ERRORS IN

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

********** STATE OF MARYLAND **********

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TERMS (cont'd):

INSTALLATIONS SHALL BE MADE BY THE CONTRACTOR AT NO ADDITIONAL COST AND TO THE SATISFACTION OF THE AGENCY.

THE CONTRACTOR SHALL PROMPTLY CORRECT ALL WORK REJECTED BY THE AGENCY AS FAULTY, DEFECTIVE, OR FAILING TO CONFORM TO THE PRODUCT SPECIFICATIONS WHETHER OBSERVED BEFORE OR AFTER SUBSTANTIAL COMPLETION OF THE WORK AND WHETHER OR NOT INSPECTED, TESTED, REPAIRED, FABRICATED, INSTALLED, OR COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS OF CORRECTING SUCH REJECTED WORK.

THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR ANY BREAKAGE OR LOSS OF THE AGENCY VEHICLES OR EQUIPMENT WHILE PERFORMING SERVICES ON THE AGENCY VEHICLES, AND SHALL BE RESPONSIBLE FOR RESTORING OR REPLACING ANY DAMAGE EQUIPMENT, VEHICLES, ETC. TO THE SATISFACTION OF THE AGENCY AND AT THE SOLE EXPENSE OF THE CONTRACTOR. ANY DAMAGES TO AGENCY VEHICLES OR EQUIPMENT RESULTING FROM SERVICES PERFORMED SHALL BE REPORTED TO THE AGENCY IMMEDIATELY.

LETTER OF AUTHORIZATIONS:

VENDOR SHALL BE REQUIRED TO SUBMIT A CURRENT LOA
EACH YEAR OF THE CONTRACT TERM, INCLUDING ANY RENEWALS.
LOA'S ARE TO BE SUBMITTED TO:
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT & LOGISTICS
301 W PRESTON ST
SUITE M-3
ATTN: ENAYATULLAH RAYHAN
WARRANTY:

VENDOR SHALL PROVIDE THE MANUFACTURER'S STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRACTOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE

REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

THE AUTHORIZED MANUFACTURER OR DEALER MUST PROVIDE A TOLL-FREE NUMBER FOR TECHNICAL SUPPORT AND WARRANTY CLAIM. IN ORDER TO MINIMIZE DOWNTIME AS A RESULT OF FAULTY COMPONENTS AND EQUIPMENT, ALL ITEMS SHIPPED TO THE MANUFACTURER UNDER WARRANTY CLAIM MUST BE REPAIRED OR REPLACED AND SHIPPED BACK TO THE USING AGENCY WITHIN 3 BUSINESS DAYS

*** CONTINUED, NEXT PAGE ***

TERMS (cont'd):

FOLLOWING RECEIPT OF THE FAULTY EQUIPMENT BY THE MANUFACTURER.

INVOICING:

ALL INVOICES SHALL BE SENT TO THE LOCATION SPECIFIED AT THE TIME OF EA CH ORDER. IN ADDITION TO THE INFORMATION REQUIRED PER SECTION B, NO. 20, ALL INVOICES MUST INCLUDE THE FOLLOWING INFORMATION:

* CONTRACT NUMBER
* AGENCY'S PURCHASE ORDER NUMBER OR FULL NAME OF THE PERSON PLACING THE ORDER IF A CREDIT CARD IS BEING USED
* THE MANUFACTURER'R SUGGESTED RETAIL PRICE
* PERCENT OF DISCOUNT; AND
* DISCOUNTED PRICE FOR THE ITEM

INSTALLATION (OPTIONAL)

SEE IFB SPECIFICATION SECTION C

USAGE REPORT:
A REPORT SHALL BE FURNISHED BY THE SUCCESSFUL CONTRACTOR EVERY HUNDRED -TWENTY (120) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT.THE REPORT SHALL BE SUBMITTED ELECTRONICALLY IN EXCEL FORMAT. AS A MINIMUM, THE REPORT SHALL REFLECT THE CONTRACT NUMBER, CONTRACT ITEM NUMBER AND DESCRIPTION, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION, AND THE CONTRACT TOTAL.THE REPORT SHALL BE FILED WITHIN THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD.FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES. THE USAGE REPORT SHALL BE EMAILED TO THE DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

ELECTRONIC TRANSACTION FEE:
A. CONTRACTOR SHALL PAY AN ELECTRONIC TRANSACTION FEE TO THE STATE IN AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE ELECTRONIC TRANSCATION FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDIT. THE ELECTRONIC TRANSACTION FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPERATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDE IN THE CONTRACT'S UNIT PRICE.

B.THE ELECTRONIC TRANSACTION FEE SHALL BE SUBMITTED TO THE OFFICE OF

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

********** STATE OF MARYLAND **********

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TERMS (cont'd):

STATE PROCUREMENT, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD, 21201, THIRTY (30) DAYS AFTER THE END OF EACH REPORTING PERIOD ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL BE EMAILED TO DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

C.FAILURE TO REMIT TRANSACTION FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

D.PRIOR TO AWARD, CONTRACTORS WILL BE ASKED TO CONFIRM IN WRITING THAT THEIR UNIT PRICES INCLUDE THE ONE PERCENT (1%) ELECTRONIC TRANSACTION FEE.

THE DEPARTMENT OF GENERAL SERVICES "TERMS AND CONDITIONS" FOR COMMODITY CONTRACTS OVER $100,000 AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #001IT821423/BPM041108 INCORPRATED HEREIN BY REFERENCE.

LINE #	STATE ITEM ID	U/M	UNIT COST		
0001	05554-000050	EA			

EMERGENCY LIGHT

HAVIS MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING SYSTEM & LIGHTING.

MFG. DISCOUNT - 42.10% OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

**** DRAFT ****

********** STATE OF MARYLAND **********

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LINE #	STATE ITEM ID	U/M	UNIT COST		

0009 05557-000002 EA

LIGHT, NIGHT AUTO 61-2646

.
PRO-GRAD PRODUCTS,LL MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING SYSTEM & LIGHTING
.
MFG. DISCOUNT - 33.10% OFF MSRP

0010 05557-100000 EA

LIGHT BAR
.
WHELEN ENGINEERING COMPANY, INC MFG. FOR POLICE AND EMERGENCY VEHICLE SYSTEM AND LIGHTING
.
MFG. DISCOUNT - 53.10% OFF MSRP.

0011 05568-000000 EA

AUTOMOTIVE ACCESSORIES FOR AUTOMOBILES, BUSES, TRALIERS TRUCKS, ETC

.
BROTHER USA MFG. FOR POLICE AND EMERGENCY VEHICLE WARNING SYSTEM & LIGHTING
.
MFG. DISCOUNT - 21.50% OFF MSRP

END OF ITEM LIST

******** LAST PAGE ********

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

Carroll, Kristy

From: Michelle Hepburn
Sent: Wednesday, October 30, 2024 4:04 PM
To: Chaney, Mark
Cc: Brooke Garver; Carroll, Kristy; Scott Nicewarner; Kifer, Paul
Subject: RE: Police Vehicles

I'm fine with that.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740

www.hagerstownmd.org

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---

From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Wednesday, October 30, 2024 4:03 PM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>
Subject: RE: Police Vehicles

Thank you! I would like to go ahead and move the $300K.

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Wednesday, October 30, 2024 3:57 PM
To: Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>
Subject: RE: Police Vehicles

Hello,

I am fine to have this added to the November consent. I believe Scott mentioned that he would like everything by next Monday so that he could sign most items before he is away on conferences. My only note is that you have slightly more funding than noted below:

Current Balance Vehicle CIP - $128,249.27
CIP Vehicle Insurance Proceeds - $27,700
CIP Building to CIP Vehicles - $300,000
Plus CIP Vehicle FB carried over - $67,243.74 (this covered the cost of 2 of your POs completed in 2024)

Available Funding - ~~$455,949.27~~ $523,193.01

If you want reduce the amount you want to be transferred out of your C0308 Building so that you funding to match your cost, that is fine. Or you can decide to move it all to C0129 Vehicles and leave extra in that account in case you need another one later in the fiscal year for another purpose.

Thanks,

Michelle Hepburn
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---

From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Wednesday, October 30, 2024 11:17 AM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Brooke Garver <BGarver@hagerstownmd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Subject: Police Vehicles

All,

If we can move the $300K from building CIP to Vehicles CIP, we have $455,949.27 available.

Current Balance Vehicle CIP - $128,249.27
CIP Vehicle Insurance Proceeds - $27,700
CIP Building to CIP Vehicles - $300,000

Available Funding - $455,949.27

New Holland currently has six (6) Ford Explorers (Police Interceptors) available. (Sole Source based on availability – Similar to November 2023 (See Attached))

Available Vehicles

Hertrich – No vehicles available
New Holland – Six (6) Ford Explorers available now - $278,610 – Quote attached (Previous Co-Stars Contract)
East Coast Lighting – Six (6) - $78,249.99 – Quote Attached
Docks\Computers – Six (6) - $30,000 (Estimate based on previous cost)

Cost - $386,859.99

Police Protection Grant surplus (i.e., $205K) not touched at this time.

With quotes in hand, would we be able to get this on the November agenda?

Mark

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:49 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

HPD has $500K - $300K unrestricted and unused in C0308 PLUS current PP grant additional of $205K.

Thanks,

Michelle Hepburn
Chief Financial Officer
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Hagerstown, MD 21740

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From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:30 PM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: Re: Request to increase sworn authorization

I hope we all understand that any lobbyist gained Federal earmark or grant money is not coming next week, nor probably in this fiscal year. Depending on the surplus, I would like 4 cars at $80K a car purchased at a minimum. We have officers in cars where accelerators are sticking and odometers are showing 160K or more miles. Either these get replaced through current CIP or they should be paid for through surplus. I do not, and will never, advocate for recurring expenses such as pay to come from one-time money such as surplus. I would hope that the $300K in building CIP would be sacrificed to make up some of the pay expenses.

Scott A. Nicewarner
City Administrator
City of Hagerstown, MD
1 E. Franklin Street
Hagerstown, MD. 21740
301-766-4168

From: Michelle Hepburn <MHepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:25:09 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

No I cannot add $125K worth of expenses into the **balanced** FY25 budget unless there is an offsetting reduction to expenses elsewhere OR a coordinating increase to revenue. The budget must remain balanced and I cannot recommend that we use prior FB reserves to cover ongoing operating salaries. I am not saying that I am opposed to increasing sworn staff just that if asked I have no funding source available in FY25 and that the letter implied that staffing was reduced to 91 to give money to another employee group which is not the case. We (including me) have always said that if you get to the level that more staffing was needed to be added back it would simply be done.

HPD has a significant amount of funding in C0308 Police Building ($300K) that could be used to help offset costs. I need a very clear picture – how many vehicles are you authorizing in FY25 Scott? Why push now if we can secure funding to help purchase all that is needed since a federal lobbyist contract will be executed within the next month?

Thanks!

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
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www.hagerstownmd.org

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From: Scott Nicewarner <SNicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 3:04 PM
To: Chaney, Mark <mchaney@hagerstownpd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

A surplus needs to be communicated to M&C first before we go too far, and I was probably jumping the gun mentioning that so let's not get too far out over the skis at this point.

Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email:snicewarner@hagerstownmd.org
Phone: 301-739-8577 x114

www.hagerstownmd.org

From: Chaney, Mark <mchaney@hagerstownpd.org>
Sent: Tuesday, October 29, 2024 3:02 PM
To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

Michelle,

Is this what you're recommending? (Attached)

Regarding funding the 7 positions within the FY25 budget. Can we get the $125K (vacancy savings) added back into the budget?

We are currently 32.69% of the way into the fiscal year, and employee related cost are at 29.36%. So.... I think we'll be okay to cover this within the current budget. But... getting the $125K back would make me feel better.

We'll start working on a quote for 4 vehicles ASAP for the Consent/Purchase order. May need to tap into existing CIP for some of the outfitting costs.

Mark

From: Scott Nicewarner <SNicewarner@hagerstownmd.org>
Sent: Tuesday, October 29, 2024 2:51 PM

To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Donald Francis <DFrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: RE: Request to increase sworn authorization

That commitment was made so let's see how funding would work either through PP grant or departmental savings. I am also inclined to look at surplus for at least 4 HPD vehicles, in addition to the #1 priority of other departments related to vehicles with my "yes/no" decision on them utilizing surplus. *(insert graphic of Michelle's head exploding here*).

Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email:snicewarner@hagerstownmd.org
Phone: 301-739-8577 x114

www.hagerstownmd.org

From: Michelle Hepburn <mhepburn@hagerstownmd.org>
Sent: Tuesday, October 29, 2024, 12:54 PM
To: Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Donald Francis <DFrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>; Brooke Garver <BGarver@hagerstownmd.org>
Subject: FW: Request to increase sworn authorization

I would ask that you remove the last portion of your first paragraph. The HFD motion left remaining sworn count in HPD at 97. HPD requested that the 97 be taken down to 91 to fund significant salary increases 7/1/22. There is no need to anything beyond your request to restore funding of 7 positions period.

If asked, I currently have no additional funding in FY25 and my only suggestions would be utilizing the additional Police Protection grant of $205K toward this. Also the cadets need to remain part of the total position count.

Thanks,

Michelle Hepburn
Chief Financial Officer
Phone: 301-766-4160
Email:mhepburn@hagerstownmd.org
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Hagerstown, MD 21740

www.hagerstownmd.org

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From: Kifer, Paul <pkifer@hagerstownpd.org>
Sent: Tuesday, October 29, 2024 10:09 AM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>
Cc: Michelle Hepburn <mhepburn@hagerstownmd.org>; Donald Francis <dfrancis@hagerstownmd.org>; Chaney, Mark <mchaney@hagerstownpd.org>
Subject: Request to increase sworn authorization

Scott,

We are at that point where we will be at 91 hired. With that we have arond 24 in the process and in just the past few days we have 6 laterals reached out and coming to be interviewed.

I would like to continue to provide conditional offers and as you know hire back up to a higher standard. The requested letter is asking for an increase back to 98 at this time. This would include 2 of the 4 cadets we currently have since I requested back then that the cadets would not count towards the sworn count. (I know I asked for 2 back then and we have 4 so I understand at this time those 2 should count).

I think getting in front of this council would be best since they are familiar with the situation.

Let me know.

Thanks,

Chief

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
John Deere Rough Mower Repairs - Finch Turf (Eldersburg, MD) $ 19,065.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_John_Deere_Rough_Mower_Repairs.pdf	John Deere Mower Repairs

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Golf Course - Maintenance & Repair of Machinery & Equipment

Account No: 5774001-5376 CIP Control No. _____

Budget Amount: $2,000 Account Balance: $1,811 Unbudgeted Amount: $($17,254)

Fiscal Year: 24/25 Source of Funds: Golf Fund Balance (FY24 Surplus)

Quantity	Description	Value
1	John Deere Rough Mower Repairs	$ 19,065.00
	TOTAL VALUE OF PROJECT	$ $ 19,065.00

ABOVE TO BE USED FOR: This mower is designed to mow the "rough," which is the area surrounding the fairways and greens.

RECOMMENDED VENDOR:

Business Name: Finch Turf

Business Address: 9 Venture Way

City/State/Zip: Eldersburg, MD 21784

Bid/Proposal/Quote No.: T07318 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
NOTE: Finch Turf is the local quali-	fied John Deere dealer to repair this	
specific turf equipment.		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS These extensive repairs and replacement parts will extend the life of this rough mower for many years.

EBH 11/7/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Signature / Date 11/7/24

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate fund balance to cover this necessary repair

Signature / Date 11/12/24

(4) City Administrator

COMMENTS

Signature / Date

FINCH TURF

Estimate Approval for CITY OF HAGERSTOWN

Customer/Equipment Information

Work Order: ***T07318***
Estimate #: ***01***
Customer #: ***CITY116***
Prepared By: ***T07318***
Equipment: ***8800A - JD 8800A ROUGH MOWER - 1TC880AVAFS020114***
Hours: ***0***

Repairs

REAR ROLLER ON LEFT REAR DECK HAS EXCESSIVE PLAY. SEALS ON REAR ROLLERS FOR LEFT FRONT AND CENTER DECKS ARE FALLING OUT.:

Description	Dealer Recommendation	Parts	Labor	Total
○ Decline	Customer Option	0.00	0.00	0.00
◉ REPLACE 3 REAR ROLLERS.	Dealer Recommendation	1020.45	384.00	1404.45
○ REBUILD 3 REAR ROLLERS WITH	Dealer Recommendation	559.44	1152.00	1711.44

Description	Dealer Recommendation	Parts	Labor	Total
BEARING/EAL KIT				

DECK HEIGHT ADJUSTERS ARE MISSING.:

Description	Dealer Recommendation	Parts	Labor	Total
○ Decline	Customer Option	0.00	0.00	0.00
◉ REPLACE HEIGHT ADJUSTERS AND HARDWARE.	Dealer Recommendation	3835.20	960.00	4795.20

LIFT ARMS AND YOKES HAVE EXCESSIVE PLAY.:

Description	Dealer Recommendation	Parts	Labor	Total
○ Decline	Customer Option	0.00	0.00	0.00

Description	Dealer Recommendation	Parts	Labor	Total
◉ REPLACE LIFT ARMS, YOKES, BUSHINGS, HARDWARE, AND REAR UPSTOP CUSHIONS.	Dealer Recommendation	8231.82	1920.00	10151.82

ENGINE BELTS ARE DRY AND STARTING TO CRACK.:

Description	Dealer Recommendation	Parts	Labor	Total
○ Decline	Customer Option	0.00	0.00	0.00
◉ REPLACE BELTS.	Dealer Recommendation	91.91	384.00	475.91

HYDRAULIC PUMP DRIVESHAFT HAS PLAY IN SLIP YOKE.:

Description	Dealer Recommendation	Parts	Labor	Total
○ Decline	Customer Option	0.00	0.00	0.00
◉ REPLACE DRIVESHAFT AND DAMPENER.	Dealer Recommendation	980.39	384.00	1364.39

Estimate Totals: A minimum $180.00 in labor will be charged in the event all repairs are declined.

Diagnostic/Inspection:	180.00
Parts:	14,159
Labor:	4,032.(
Pickup / Delivery / Trip Charge Fee:	420.00
Additional Fees:	24.00
Parts Freight:	250.00
Sub Total:	19,065
Tax:	0.00
Grand Total:	19,065

Misc Fee Comments:

Fees cover items like: shop materials, waste disposal and hook up fees.

Tech Comments:

Customer Comments:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Motorola 2-Way Radio Model XPR 5350e - Hankey's Radio, Inc. (Frederick, MD) $ 9894.10

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Motorola_2-Way_Radios.pdf	Motorola Radios

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Fleet Maintenance

Department Director or Manager: Eric B. Deike

Account/Project Name: Portable Tools and Equipment

Account No: 0123003-5839 CIP Control No. _____

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $(9,894.10)

Fiscal Year: 24-25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
10	Motorola 2-Way Radio Model XPR 5350e	$ 989.41
	TOTAL VALUE OF PROJECT	$ $ 9,894.10

ABOVE TO BE USED FOR: Provides 2-way communication between vehicles and between the vehicles and the base office for daily operations, events, and emergency situations.

RECOMMENDED VENDOR:

Business Name: Hankey's Radio, Inc.

Business Address: Evergreen Road & Elm Street

City/State/Zip: Frederick, MD 21701

Bid/Proposal/Quote No.: Quote Dated 10/23/2024 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Broadway Technologies	Williamston, SC	$10,034.00
Gamzi Digital	Brooklyn, NY	$13,499.90

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Good communication is key to any operation. These 2-way radios provide efficient communications amongst staff which is key during emergency situations. Contact can be also be made with Emergency Services as necessary.

10/29/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Will need updated W9

10/29/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is sufficient ARPA funding to be re-allocated for this purchase.

10/29/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

11/5/24
Signature / Date

Hankey's RADIO
EST. 1922

Oct. 23,2024

City of Hagerstown
425 East Baltimore Street
Hagerstown, Md. 21740
Attn: Todd Shaffer
Ph: 301-797-6264

Dear Todd,

Per your request, I am happy to provide the following quote for the equipment you requested. Should you have any questions, please feel free to contact me directly.

ITEM	QTY	DESCRIPTION	EACH	TOTAL
1	10	AAM28JQC9RA1AN-P XPR 5350E 136-174M 45W GOB BT/GNSS/WIFI ND	$989.41	$9,894.10

- **Prices quoted are valid for 30 days and delivery time is not guaranteed with the current chip shortage. As of today, the est. ship date is Jan.06,2025**
- **Special Order Items are Non-Refundable.**
-

Thank you for your interest in our company, and the opportunity to assist you in your communications needs. Hankey's Radio, Inc. and myself look forward to hearing from you soon.

Sincerely,

Kevin L. Hahn
Hankey's Radio, Inc.

BROADWAY TECHNOLOGIES

866-218-9051

864-841-2199

0



Motorola XPR™ 5350e & XPR™ 5380e

MSRP: $927.87 – $1,060.05

CALL 866-218-9051

With this dynamic evolution of MOTOTRBO™ digital two-way radios, you're better connected, safer and more productive. The XPR™ 5000e Series is designed for the skilled professional who refuses to compromise. With high-performance integrated voice and data, and advanced features for efficient operation, these next-generation radios deliver complete connectivity to your organization.

Here's what's new in these next-generation radios:

- Integrated Wi-Fi

Privacy - Terms

- WAVE™ OnCloud support
- Over-the-air software updates
- Bluetooth® 4.0
- Indoor location tracking

Radios include:

XPR 5350e: Numeric display, VHF and UHF
XPR 5380e: Numeric display, 800/900

Model Frequency Band	VHF: 136-174 MHz
Power	45w
Model Number	XPR 5350e

Clear

$1,003.40

SKU: AAM28JQC9RA1AN Categories: Mobile Radios, Motorola Professional Products Tags: 5 Year Warranty, Analog, Bluetooth, Digital, Manufacturing (Fixed Base/ Fork Trucks) Warehouse Construction Transportation, Wi-Fi

Brand: Motorola

Description | Additional information | Download | Product Enquiry

Description

Features

Connected

The XPR 5000e Series is a family of DMR-standard digital radios that delivers operations-critical voice and data communications. Bluetooth audio lets you talk without wires. Integrated Wi-Fi enables remote software updates, as well as voice connectivity via WAVE OnCloud when you are out of range of your MOTOTRBO system (service subscription required). Indoor and outdoor location-tracking capabilities give you total visibility of your resources. With support for trunking as well as legacy analog technology, you can keep your organization connected as it grows.

Productive

Text messaging and Work Order Ticketing simplify complex communications, and data capabilities support advanced applications. Featuring a high power audio amplifier, these radios deliver loud, clear speech, with

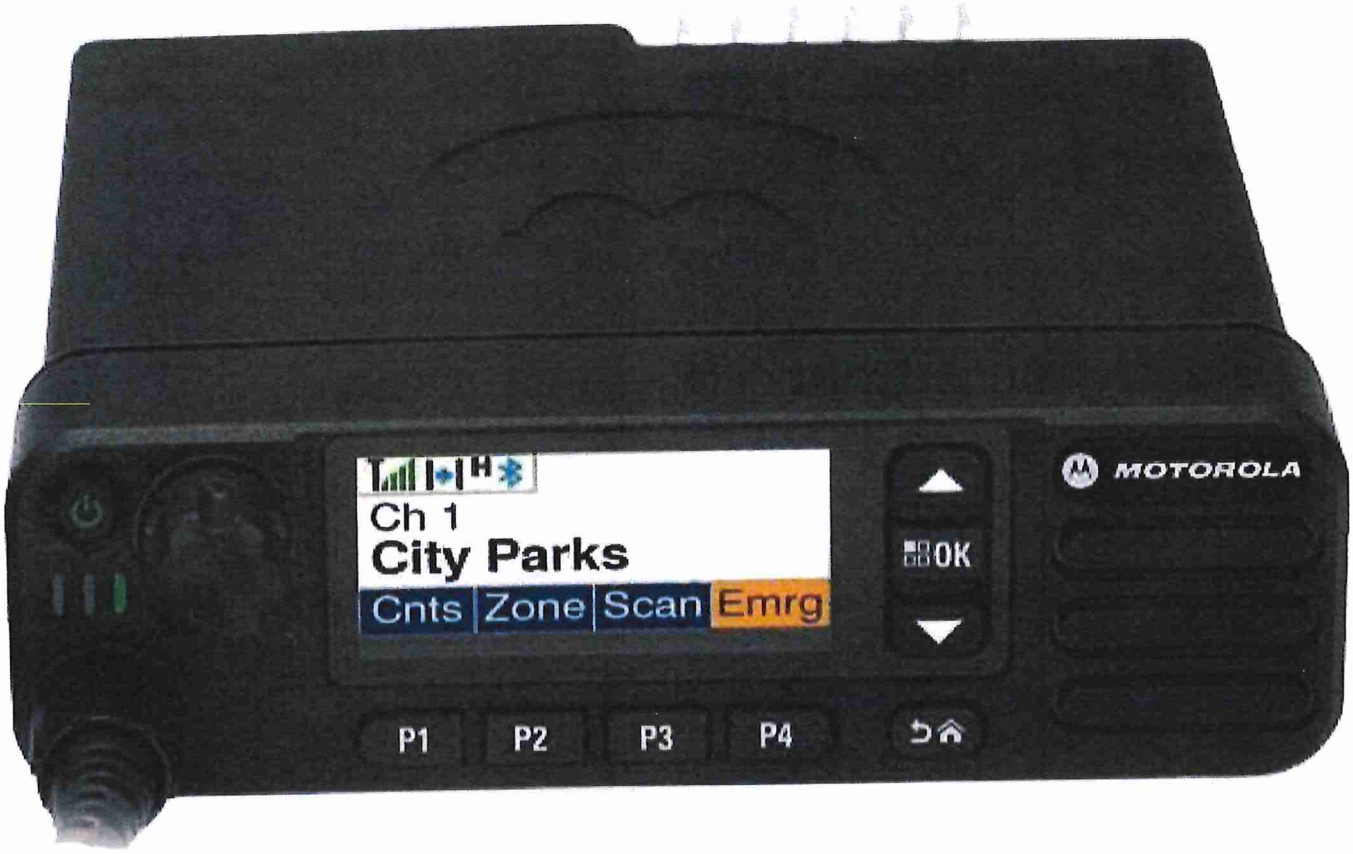
$0.00

GAMZI DIGITAL

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Home / Two-Way Radios: Discover Motorola UHF for Clear, Long-Range Communication / Free Shipping Motorola XPR 5550e UHF Complete Bundle AAM28QPN9RA1AN

Two-Way Radios: Discover Motorola UHF for Clear, Long-Range Communication

FREE SHIPPING MOTOROLA XPR 5550E UHF COMPLETE BUNDLE AAM28QPN9RA1AN

$1,349.99

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water/Sand Ballastable Roadway Jersey Barrier - Safeware, Inc. (Lanham, MD) $ 4,442.41

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Pubic_Works_-_Ballastable_Roadway_Jersey_Barrier.pdf	Jersey Barriers

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Streets

Department Director or Manager: Eric B. Deike

Account/Project Name: Other Operatiing Materials and Supplies

Account No: 0124001-5519 CIP Control No. _____

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $($4,442.41)

Fiscal Year: 24-25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
10	Water/Sand Ballastable Roadway Jersey Barrier	$ 444.24
	TOTAL VALUE OF PROJECT	$ $ 4,442.41

ABOVE TO BE USED FOR: Traffic control device to block traffic or protect staff on a job site.

RECOMMENDED VENDOR:

Business Name: Safeware, Inc.

Business Address: 403 Forbes Road

City/State/Zip: Lanham, MD 20706-4328

Bid/Proposal/Quote No.: MD ST BPO #001B4600105 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: Quote is from a Maryland	State blanket purchase order.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Using ARPA (American Rescue Plan Act) funding to purchase needed safety items for construction sites and events.

EB 10/29/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frey 10/29/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is sufficient ARPA funding to be reallocated for this purchase.

Michelle Hepburn 10/29/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nunn 11/5/24
Signature / Date

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10179627	
Order Date	Page
10/24/2024 09:34:11	1 of 1

Quote Expires On: 11/23/2024

Contract No: MD ST BPO #001B4600105

Bill To: **Customer ID:** 146288

City of Hagerstown
1 E Franklin St
Hagerstown, MD 21740
USA

301-739-8577 x188

Ship To:

City of Hagerstown
51 W. Memorial Blvd.
Hagerstown, MD 21740
USA

Requested By: Eric Deike

PO Number	*Taker*	*Email*
Quote - Barriers	Brittany Porter	bporter@safewareinc.com
Freight Terms	***Phone***	***Fax***
Freight Paid		

Sales Representative
OPUS OPUS

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		BBROWN	EA	0.00	0.00
				1.0	For questions regarding this proposal please contact: Territory Sales Manager Brad Brown Cell: 202-680-4346 / Office: 800-814-7898 Email: bbrown@safewareinc.com	1.0		
10.00	0.00	10.00	EA		CCW 15-007-0003	EA	444.24	4,442.41
				1.0	Water/Sand Ballastable Roadway Jersey Yodock 2001MB Water/Sand Ballastable Roadway Jersey Barrier - 32 in. H x 72 in. L x 18 in. W, 85 lbs	1.0		

Total Lines: 2

SUB-TOTAL:	4,442.41
TAX:	0.00
AMOUNT DUE:	**4,442.41**

Actual freight added per freight terms





Yodock 2001MB Water/Sand Ballastable Roadway Jersey Barrier - 32 in. H x 72 in. L x 18 in. W, 85 lbs

★★★★★ 1 Review

SKU **CCW-15-007-0003**

- Jersey traffic barrier with optional fencing
- Sand/water fillable, up to 900 lbs
- 32" H x 72" L x 18" W
- Ideal for use in traffic construction areas

Barricade Fencing

Without Optional Fencing

Color

Orange

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Traffic Barricades and Traffic Barrels - Safeware, Inc. (Lanham, MD) $ 4,258.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Traffic_Barricades.pdf	Traffic Barricades

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Streets

Department Director or Manager: Eric B. Deike

Account/Project Name: Other Operatiing Materials and Supplies

Account No: 0124001-5519 CIP Control No. _____

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $($4,258.00)

Fiscal Year: 24-25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
25	Type I and Type II A-Frame Traffic Barricades	$ 82.19
25	Traffic Barrels with Reflective Tape	$ 88.13
	TOTAL VALUE OF PROJECT	$ $ 4,258.00

ABOVE TO BE USED FOR: Traffic control devices to block traffic or protect staff on a job site.

RECOMMENDED VENDOR:

Business Name: Safeware, Inc.

Business Address: 403 Forbes Road

City/State/Zip: Lanham, MD 20706-4328

Bid/Proposal/Quote No.: MD ST BPO #001B5600065 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: Quote is from a Maryland	State blanket purchase order.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Using ARPA (American Rescue Plan Act) funding to purchase needed safety items for construction sites and events.

EBD 10/30/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frey 11/1/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is sufficient ARPA to reallocate for these safety barricades.

Michelle J. Hepburn 10/31/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24
Signature / Date

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10180879	
Order Date	Page
10/29/2024 08:25:35	1 of 2

Quote Expires On: 11/28/2024

Contract No: MD ST BPO #001B5600065

Bill To: **Customer ID:** 146288

City of Hagerstown
1 E Franklin St
Hagerstown, MD 21740
USA

301-739-8577 x188

Ship To:

City of Hagerstown
1 E Franklin St
Hagerstown, MD 21740
USA

Requested By: Eric Deike

PO Number	*Taker*	*Email*
Quote Barricades	Brittany Porter	bporter@safewareinc.com
Freight Terms	*Phone*	*Fax*
Freight Paid		
Sales Representative		
OPUS OPUS		

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.00	0.00	1.00	EA		OPC MD STATE	EA	0.00	0.00
				1.0	Maryland State Contract #001B5600065 Contract #4400008468 Public Safety and Emergency Preparedness. Eff: Oct. 1 2024 - Sep. 30, 2028	1.0		
1.00	0.00	1.00	EA		BBROWN	EA	0.00	0.00
				1.0	For questions regarding this proposal please contact: Territory Sales Manager Brad Brown Cell: 202-680-4346 / Office: 800-814-7898 Email: bbrown@safewareinc.com	1.0		
25.00	0.00	25.00	EA		CCW 19-021-00521	EA	82.19	2,054.75
		Safeware Catalog Price:			204.09 *Contract Discount:* 41%	*Your Discount:*	60.00%	
				1.0	Metal Leg and Plastic Panel Barricade Metal Leg and Plastic Panel Barricade - Type I and II Traffic Barricades	1.0		
25.00	0.00	25.00	EA		CCW 12-021-00095	EA	88.13	2,203.25
		Safeware Catalog Price:			216.30 *Contract Discount:* 41%	*Your Discount:*	59.00%	
				1.0	Commander Traffic Barrel with Reflective Commander Traffic Barrel with Reflective Tape and Tire Ring Base Option	1.0		

SAFEWARE

QUOTATION

Safeware, Inc.
4403 Forbes Blvd.
Lanham, MD 20706-4328
USA
301-683-1234
www.safewareinc.com

Order Number	
10180879	
Order Date	Page
10/29/2024 08:25:35	2 of 2

Quote Expires On: 11/28/2024

Contract No: MD ST BPO #001B5600065

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				

Total Lines: 4

SUB-TOTAL:	4,258.00
TAX:	0.00
AMOUNT DUE:	**4,258.00**

Actual freight added per freight terms



Metal Leg and Plastic Panel Barricade - Type I and II Traffic Barricades

Estimated processing time of ~2 weeks (higher quantities may increase lead time) prior to shipping

SKU **CCW-19-021-00521**

- Galvanized metal legs
- Lightweight and easy to use
- Highly durable
- Impact resistant plastic panels

Size

TYPE I FOLDING BARRICADE - 12 GAUGE GALV. L€

Reflective Sheeting

rel with Reflective Tape and Tire Ring Base Option



Commander Traffic Barrel with Reflective Tape and Tire Ring Base Option

Estimated processing time of ~5 days (higher quantities may increase lead time) prior to shipping

★★★★★ 3 Reviews

SKU **CCW-12-021-00095**

- Option to include 24 lb rubber ring
- Multiple Reflective Sheeting Options
- Custom Stenciling and Molding Available
- NCHRP-350 Accepted, MUTCD Compliant

Tire Ring Base

NO

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Cardinal Zone Challenger Play Structure plus Installation - Playground Specialists, Inc. (Thurmont, MD) $ 136,540.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Cardinal_Zone_Challenger_Play_Structure.pdf	Cardinal Zone Challenger Play Structure

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Playground & Parks Equipment

Account No: 4545000-5837 CIP Control No. C0237

Budget Amount: $120,000 Account Balance: $120,000 Unbudgeted Amount: $(16,540)

Fiscal Year: 24-25 Source of Funds: POS; CIP Fund Balance; CIP Contingency

Quantity	Description	Value
1	Cardinal Zone Challenger Play Structure plus Installation	$ 136,540.00
	POS Funding: $108,000.00	
	CIP Fund Balance: $12,000.00	
*	CIP Contingency: $16,540.00	
	TOTAL VALUE OF PROJECT $	$ 136,540.00

ABOVE TO BE USED FOR: Replaces the existing the playset equipment at Fairgrounds Park which has come to the end of its useful life.

RECOMMENDED VENDOR: Business Name: Playground Specialist Inc.

Business Address: 29 Apples Church Rd.

City/State/Zip: Thurmont, MD 21788

Bid/Proposal/Quote No.: 32926A Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
NOTE: Price is per a Sourcewell	contract #010521-LTS	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS POS Grant #7502-21-421 awarded in May of 2023. City staff will remove the old equipment, grade the site, provide mulch, etc. for a complete playset. These incidentals will be funded from the Parks operating budget.

11/4/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frew 11/5/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is alternative funding identified to cover all needed to get the equipment primarily grant funded.

Michelle Hepburn 11/5/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24
Signature / Date

Playground Specialists Inc
29 Apples Church Road
Thurmont, MD 21788
+1 8003850075
www.playspec.com

ADDRESS
CITY OF HAGERSTOWN
ATTN: MARK HADDOCK
351 NORTH CLEVELAND AVE
HAGERSTOWN, MD 21740

SHIP TO
FAIRGROUNDS PARK
C/O PLAYGROUND
SPECIALISTS

Proposal 32926A

DATE 11/01/2024

SALES REP
TIM BOYLE

TYPE	QTY	RATE	AMOUNT
NOTE SOURCEWELL CONTRACT #010521-LTS			
PLAYWORLD EQUIPMENT 350-2404 - CARDINAL ZONE CHALLENGER PLAY STRUCTURE	1	105,500.00	105,500.00
DISCOUNT SOURCEWELL CONTRACT 10% DISCOUNT OFF PLAYWORLD LIST PRICE ABOVE	1	-10,550.00	-10,550.00
INSTALLATION CERTIFIED INSTALLATION OF ALL EQUIPMENT ABOVE INCLUDING LIFETIME INSTALLATION WARRANTY	1	40,090.00	40,090.00
NOTE SITE TO BE GRADED BY OTHERS AND READY FOR NEW EQUIPMENT PRIOR TO INSTALLATION			
NOTE BORDERS, DRAINAGE, AND SAFETY SURFACING NOT INCLUDED AND TO BE DONE BY OTHERS			

*Net 30 w/ PO
*3% service charge for all credit card payments.
*Pricing only guaranteed for 30 days unless specified above.
*Absolutely no engineering, permits, permit fees, drainage, wage rates, portal fees, bonding, or additional insurance included in above pricing unless specified on line item.
*All private utilities to be marked by others prior to installation. Playground Specialists not responsible for any damage to unmarked or incorrectly marked underground utility lines.
*Additional mobilization, poor soils, limited access, or utility issues may result in change orders.
*In the event that site soil or rock conditions prevent normal installation timelines and procedures, additional charges will apply
*Standard lead times always apply. Contact sales agent for details.

SUBTOTAL	135,040.00
TAX (0%)	0.00
SHIPPING	1,500.00

*Sign and return when approved. Thank you!

TOTAL	$136,540.00

Accepted By

Accepted Date

CAPITAL IMPROVEMENT PROGRAM

FY '25 *thru* FY '29

City of Hagerstown, Maryland

Project # 45-C0237
Project Name Park Equipment



Type Replacement
Useful Life 15 years
Category Machinery and Equipment
Location: Various Parks
Year Submitted: 2008

Department Parks
Contact Deike
Priority Planned Improvement

Status Active

Description

Program to maintain high-quality and safe equipment and amentities in the parks of the City.

FY25: Fairgrounds Park - Replace modular play equipment near North Pavilion ($120,000); grass mound in City Park ($20,000); picnic yables, park benches and portable bleachers in various parks ($35,000).

FY26 - FY29: Replace or add portable bleachers, park benches, picnic tables, and trash cans for various parks.

FY26 and FY28: ($50,000/year).

FY27: ($54,000 - $48,600 POS Grant, $5,400 General Fund Match).

FY29: ($55,000 - $49,500 POS Grant, $5,500 General Fund Match).

Justification

The play equipment is at the end of its life cycle and in need of replacement.

The park benches and picnic tables will improve park facilities for all visitors.

Staff will continue to apply for Program Open Space funding as available.

The Comprehensive Plan recommends continuation of Livable City initiatives that bring design continuity to City neighborhoods by focusing on improved park amenities; public sidewalk repairs and enhancements; street tree planting; and traffic island installation.

Budget Impact/Other

Less labor making repairs and maintenance.

Expenditures	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Equip/Vehicles/Furnishings	175,000	50,000	54,000	50,000	55,000	384,000
Total	**175,000**	**50,000**	**54,000**	**50,000**	**55,000**	**384,000**

Funding Sources	FY '25	FY '26	FY '27	FY '28	FY '29	Total
CIP Fund Balance	17,500					17,500
Grants-State Program Open Space	157,500		48,600		49,500	255,600
Transfers to CIP-General Fund		50,000	5,400	50,000	5,500	110,900
Total	**175,000**	**50,000**	**54,000**	**50,000**	**55,000**	**384,000**



Fairgrounds Park

350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
- Forest Green
- Brownstone
- Forest Green/Sand
- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



Fairgrounds Park

350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
- Forest Green
- Brownstone
- Forest Green/Sand
- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



Fairgrounds Park

350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
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Approved by:_____



Fairgrounds Park

350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
- Forest Green
- Brownstone
- Forest Green/Sand
- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



Fairgrounds Park

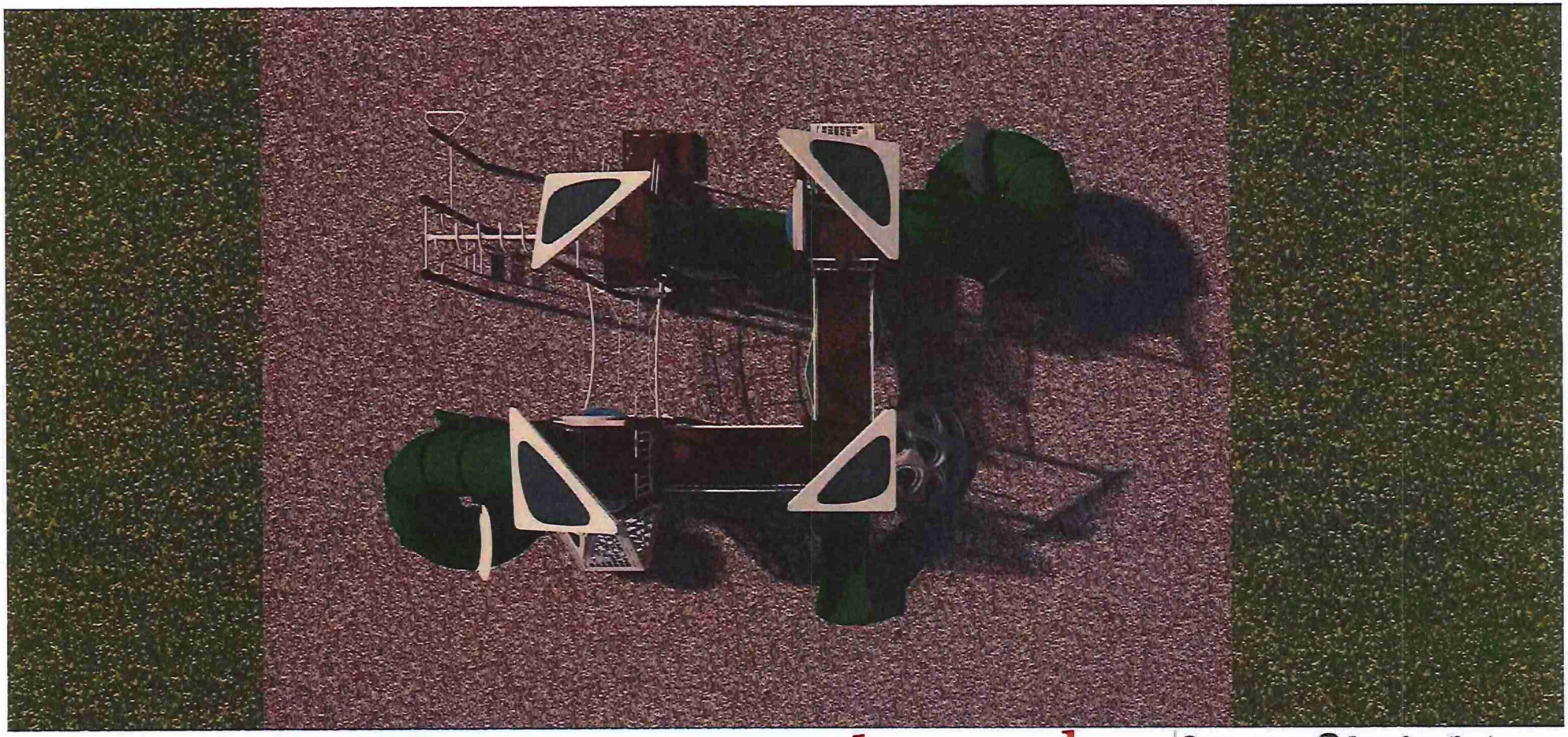
350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
- Forest Green
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- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



Fairgrounds Park

350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
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- Brownstone
- Forest Green/Sand
- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



Fairgrounds Park

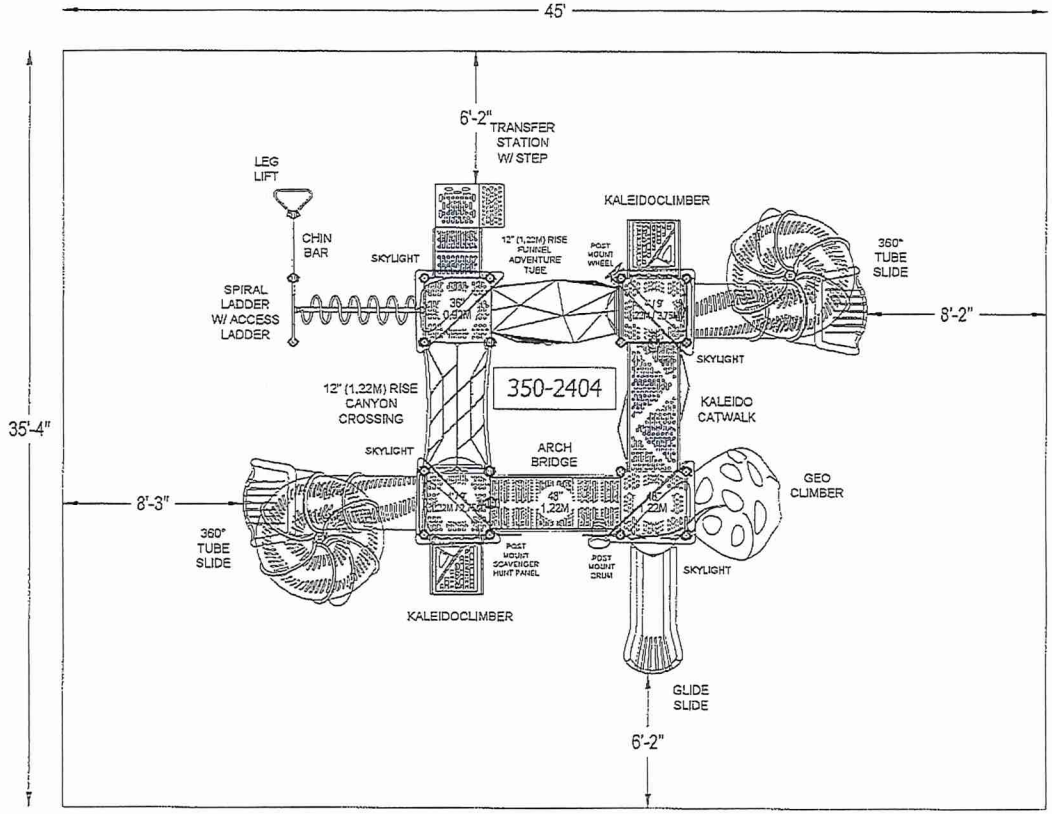
350-2404

playground Specialists Inc.

800.385.0075 | www.playspec.com

- Dark Brown
- Beige
- Forest Green
- Brownstone
- Forest Green/Sand
- Beige-Rope
- Brown
- Green-Koda

Approved by:_____



*PLAYGROUND SUPERVISION REQUIRED

playground Specialists Inc.

29 APPLES CHURCH ROAD
THURMONT MD 21788
800-385-0075
WWW.PLAYSPEC.COM

EQUIPMENT SIZE:
X' x Y' x Z'

USE ZONE:
X' x Y'

AREA: 1590 SqFt.

PERIMETER: 161 Ft.

FALL HEIGHT:
9 Ft.

USER CAPACITY: 59

AGE GROUP: 5-12

✓ ASTM F1487-21
✓ CPSC #325

PROJECT NO:	SCALE:
P102824-21A	3/16"=1'-0"
DRAWN BY: JBAKER	Paper Size B
DATE: 28-OCT-24	

Fairgrounds Park

350-2404

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Pricing shown for Bulk Diesel Fuel and Gasoline Purchase is the total Washington County bid price - the original City Purchase Order for each component will be the approved FY25 budget totals.
Bulk Diesel Fuel and Gasoline Purchase: Transport Deliveries - Petroleum Traders Corporation (Fort Wayne, IN) $ 716,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Bulk_Gasoline.pdf	Bulk Diesel Fuel and Gasoline - Tank Wagon Deliveries

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: xxxxxxx-5431 CIP Control No. _____

Budget Amount: $716,000 Account Balance: $555,409 Unbudgeted Amount: $0

Fiscal Year: 24/25 Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Transport Deliveries	-$ 0.03
1	Bulk No. 2-D Diesel Ultra Low Sulfar: Transport Deliveries	$ 0.04
	Bidders provide pricing based on the OPIS (Oil Price Information	
	Service) price of 9/16/2024. The bid price represents the vendors bid	
	above or below the given per gallon price on that particular date.	
	The cost of gasoline or diesel will fluctuate weekly through the course	
	of the 12 month contract starting on December 1st.	
	TOTAL VALUE OF PROJECT	$ $ 716,000.00

ABOVE TO BE USED FOR: Highway use of diesel fuel and gasoline for General Fund departments, (Public Works, Engineering, Fire, Police, etc.) and Utility Departments (Light, Water, Wastewater).

RECOMMENDED VENDOR:

Business Name: Petroleum Traders Corporation

Business Address: 7120 Points Inverness Way

City/State/Zip: Fort Wayne, IN 46804

Bid/Proposal/Quote No.: Washington County PUR-1707 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Mansfield Oil Co. of Gainesville	Gainesville, GA	$0.01/$0.05
James River Solutions	Ashland, VA	$0.02/$0.06
Sunoco, LLC	Dallas, TX	$0.05/$0.05
Pinnacle Petroleum	Huntington Beach, CA	$0.09/$0.86
Indigo Energy Corportion	Gainesville, GA	$2.03/$2.15
A.C.&T. Co., Inc.	Hagerstown, MD	$0.085/$0.09

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
X	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a Washington County Government bid for themselves, the Board of Education, and the City of Hagerstown. The bid is based on the current pricing and will flucuate with the market over the course of the contract. The new contract begins December 1, 2024, and runs for 12 months.

EB 11/4/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- need updated W9

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve- this contract will span multiple fiscal years. There is adequate funding in the FY25 budget; it is anticipated that FY26 budget will continue

Michelle Hepburn 11/15/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/05/24
Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1707) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 19, 2024

PRESENTATION BY: Brandi Naugle, CPPO, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **James River Solutions LLC** of **Ashland, VA** at the unit bidder factor prices as stated in its bid dated October 17, 2024.

2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN.** at the unit bidder factor prices as stated in its bid dated October 18, 2024.

3. Contract for **diesel tank-wagon deliveries** to **James River Solutions LLC** of **Ashland, VA** at the unit bidder factor prices as stated in its bid dated October 17, 2024.

4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN.** at the unit bidder factor prices stated in its bid dated October 18, 2024.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 21, 2024, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2024, and end on November 30, 2025. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA *"eMaryland Marketplace Advantage"* website, on the County's website, the County's new online bidding site and in the local newspaper. Thirty-five (35) persons/companies registered/downloaded the bid document online and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor; bids were submitted as per the attached bid tabulation.

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for fuels.

CONCURRENCES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed online at https://www.washco-md.net/wp-content/uploads/purch-pur-1707-bidtab.pdf

PUR-1707
Bulk Gasoline & Diesel Fuel Delivery

1	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagon					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	James River Solutions, LLC	1	BID FACTOR	$0.27	$0.27	$2.29 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.75	$0.75	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2840	$0.2840	

2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	James River Solutions, LLC	1	BID FACTOR	$0.27	$0.27	$2.4777 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.75	$0.75	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2840	$0.2840	Item No. 2 Note: Tankwagon Storage tank for
						89 Octane gas is out of service indefinitely.
						Hagerstown Community College was notified and

3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	-$0.03	-$0.03	
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.01	$0.01	
	James River Solutions, LLC	1	BID FACTOR	$0.02	$0.02	$2.0354 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.09	$0.09	
	Indigo Energy Corporation	1	BID FACTOR	$2.03	$2.03	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0850	$0.0850	

4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	-$0.06	-$0.06	
	James River Solutions, LLC	1	BID FACTOR	$0.00	$0.00	$2.2041 OPIS + BID FACTOR
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.02	$0.02	
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.09	$0.09	
	Indigo Energy Corporation	1	BID FACTOR	$2.20	$2.20	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0850	$0.0850	

Bids Due: October 21, 2024

PUR-1707

Bulk Gasoline & Diesel Fuel Delivery

5	No. 2-D Diesel Ultra Low Sulfur TANK-WAGON					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	James River Solutions, LLC	1	BID FACTOR	$0.27	$0.27	$2.379 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.75	$0.75	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2740	$0.2740	
6	No. 2-D Diesel Ultra Low Sulfur TRANSPORT					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	$0.04	$0.04	
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.05	$0.05	
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	James River Solutions, LLC	1	BID FACTOR	$0.06	$0.06	$2.1755 OPIS + BID FACTOR
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	$2.15	$2.15	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0900	$0.0900	
7	Winter Chemical Additive Protection (cost per gallon)					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Mansfield Oil Company of Gainesville	1	PER GALLON	$0.03	$0.03	Winter Chemical Additive Protection Product Name:
						ColdPROManufacturers Name: Arsenal ColdPRO
	Sunoco, LLC	1	PER GALLON	$0.03	$0.03	
	Indigo Energy Corporation	1	PER GALLON	$0.03	$0.03	Cold FlowPrimrose winter blend.
	James River Solutions, LLC	1	PER GALLON	$0.04	$0.04	
	Petroleum Traders Corporation	1	PER GALLON	$0.05	$0.05	Product Name: Diesel Treat 2000 Ultra Low Sulfur
						Winter Premium (#137ULSW)Manufacturer:
						Schaeffer Manufacturing Company
	Pinnacle Petroleum, Inc.	1	PER GALLON	$0.05	$0.05	Diesel Treat 2000, Ultra Low Sulfur Premium
						(Schaeffer Manufacturing Company)
	A.C.&T. Co, Inc.	1	BID FACTOR			Tankwagon $.03/gal // Transport $.05/gal
						CFI 1902 // 137 ULSW Diesel Treat 2000
						Innospec // Schaeffer Manufacturing

Bids Due: October 21, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Bulk Gasoline and Diesel Fuel Purchase (Smaller Quantities): James River Solutions, LLC (Ashland, VA) $ 716,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Unleaded_87_Octaine_Gasoline.pdf	Bulk Gasoline and Diesel Fuel - Smaller Quantities

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: xxxxxxx-5431 CIP Control No. _____

Budget Amount: $716,000 Account Balance: $555,409 Unbudgeted Amount: $0

Fiscal Year: 24/25 Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1	Bulk Unleaded 87 Octane Gasoline: Tank-wagon Deliveries	$ 0.27 G
1	Bulk No. 2-D Diesel Ultra Low Sulfar: Tank-wagon Deliveries	$ 0.27 G
	Bidders provide pricing based on the OPIS (Oil Price Information	
	Service) price of 9/16/2024. The bid price represents the vendors bid	
	above or below the given per gallon price on that particular date.	
	The cost of gasoline or diesel will fluctuate weekly through the course	
	of the 12 month contract starting on December 1st.	
	TOTAL VALUE OF PROJECT	$ $ 716,000.00

ABOVE TO BE USED FOR: Smaller quantity deliveries fo 500 gallons or less to the utility pump stations and golf course.

RECOMMENDED VENDOR:

Business Name: James River Solutions, LLC

Business Address: 10487 Lakeridge Parkway, Suite 100

City/State/Zip: Ashland, VA 23005

Bid/Proposal/Quote No.: Washington County PUR-1707 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
A.C.&T. Co., Inc	Hagerstown, MD	$0.284/$0.274
Sunoco, LLC	Dallas, TX	$0.75/$0.75
Pinnacle Petroleum	Huntington Beach, CA	$0.86/$0.86

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a Washington County Government bid for themselves, the Board of Education, and the City of Hagerstown. The bid is based on the current pricing and will flucuate with the market over the course of the contract. The new contract begins December 1, 2023.

EBD 11/4/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

11/5/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this contract will span multiple fiscal yrs. There is adequate funding in the FY25 budget & it is anticipated that FY26 budget will continue.

11/5/24
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

11/5/24
Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1707) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: November 19, 2024

PRESENTATION BY: Brandi Naugle, CPPO, Buyer, Purchasing Department; Zane Rowe, Deputy Director, Washington County Highway Department.

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries under four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 7 of the bid will be contingent upon individual departmental requirements.

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REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 21, 2024, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2024, and end on November 30, 2025. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

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DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for fuels.

CONCURRENCES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed online at https://www.washco-md.net/wp-content/uploads/purch-pur-1707-bidtab.pdf

PUR-1707
Bulk Gasoline & Diesel Fuel Delivery

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	Sunoco, LLC	1	BID FACTOR	$0.75	$0.75	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2840	$0.2840	
2	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagon					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	James River Solutions, LLC	1	BID FACTOR	$0.27	$0.27	$2.4777 OPIS + BID FACTOR
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	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2840	$0.2840	Item No. 2 Note: Tankwagon Storage tank for
						89 Octane gas is out of service indefinitely.
						Hagerstown Community College was notified and
3	Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Transport					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	-$0.03	-$0.03	
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.01	$0.01	
	James River Solutions, LLC	1	BID FACTOR	$0.02	$0.02	$2.0354 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.09	$0.09	
	Indigo Energy Corporation	1	BID FACTOR	$2.03	$2.03	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0850	$0.0850	
4	Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Transport					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	-$0.06	-$0.06	
	James River Solutions, LLC	1	BID FACTOR	$0.00	$0.00	$2.2041 OPIS + BID FACTOR
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.02	$0.02	
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.09	$0.09	
	Indigo Energy Corporation	1	BID FACTOR	$2.20	$2.20	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0850	$0.0850	

Bids Due: October 21, 2024

PUR-1707

Bulk Gasoline & Diesel Fuel Delivery

5	No. 2-D Diesel Ultra Low Sulfur TANK-WAGON					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	James River Solutions, LLC	1	BID FACTOR	$0.27	$0.27	$2.379 OPIS + BID FACTOR
	Sunoco, LLC	1	BID FACTOR	$0.75	$0.75	
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	No Bid		
	Petroleum Traders Corporation	1	BID FACTOR	No Bid		
	Mansfield Oil Company of Gainesville	1	BID FACTOR	No Bid		
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.2740	$0.2740	

6	No. 2-D Diesel Ultra Low Sulfur TRANSPORT					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Petroleum Traders Corporation	1	BID FACTOR	$0.04	$0.04	
	Mansfield Oil Company of Gainesville	1	BID FACTOR	$0.05	$0.05	
	Sunoco, LLC	1	BID FACTOR	$0.05	$0.05	
	James River Solutions, LLC	1	BID FACTOR	$0.06	$0.06	$2.1755 OPIS + BID FACTOR
	Pinnacle Petroleum, Inc.	1	BID FACTOR	$0.86	$0.86	
	Indigo Energy Corporation	1	BID FACTOR	$2.15	$2.15	
	A.C.&T. Co, Inc.	1	BID FACTOR	$0.0900	$0.0900	

7	Winter Chemical Additive Protection (cost per gallon)					
	Supplier	**QTY**	**UOM**	**Price**	**Extended**	**Supplier Notes**
	Mansfield Oil Company of Gainesville	1	PER GALLON	$0.03	$0.03	Winter Chemical Additive Protection Product Name:
						ColdPROManufacturers Name: Arsenal ColdPRO
	Sunoco, LLC	1	PER GALLON	$0.03	$0.03	
	Indigo Energy Corporation	1	PER GALLON	$0.03	$0.03	Cold FlowPrimrose winter blend.
	James River Solutions, LLC	1	PER GALLON	$0.04	$0.04	
	Petroleum Traders Corporation	1	PER GALLON	$0.05	$0.05	Product Name: Diesel Treat 2000 Ultra Low Sulfur
						Winter Premium (#137ULSW)Manufacturer:
						Schaeffer Manufacturing Company
	Pinnacle Petroleum, Inc.	1	PER GALLON	$0.05	$0.05	Diesel Treat 2000, Ultra Low Sulfur Premium
						(Schaeffer Manufacturing Company)
	A.C.&T. Co, Inc.	1	BID FACTOR			Tankwagon $.03/gal // Transport $.05/gal
						CFI 1902 // 137 ULSW Diesel Treat 2000
						Innospec // Schaeffer Manufacturing

Bids Due: October 21, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Graco Line Striper and Related Equipment - Sherwin-Williams (Hagerstown, MD) $ 18,843.99

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Line_Striper.pdf	LIne Striper

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Traffic Control

Department Director or Manager: Eric B. Deike

Account/Project Name: Portable Tools & Equipment

Account No: 0116003-5839 CIP Control No. _____

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $(18,843.99)

Fiscal Year: 24/25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
1	Graco LineLazer V 3900 Standard Line Striper	$ 11,560.00
1	Graco 2 Gun Bead Dispenser for Line Striper	$ 1,467.99
1	Graco GrindLazer Standard DC89 Powered Scarifier	$ 5,816.00
	TOTAL VALUE OF PROJECT $	$ 18,843.99

ABOVE TO BE USED FOR: Line Striper paints pavement lines such as parking spaces, stop bars, and other traffic control lines. The powered scarifier removes old or deteriorated pavement markings such as stop bars, arrows, parking lot lines, etc.

RECOMMENDED VENDOR: Business Name: Sherwin-Williams

Business Address: 118 Railway Lane

City/State/Zip: Hagerstown, MD 21740-6912

Bid/Proposal/Quote No.: 7528380 Sole Source? ___ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: Price per the Sourcewell	contract #110122-SWN	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Both purchases will replace 20+ year old equipment.

11/5/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Tyler Fox 11/6/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in reallocated ARPA to cover the purchase of this equipment

Michelle Hepburn 11/6/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Graco Equipment

HAGERSTOWN*CITY OF

November 05, 2024

Quote ID: 7528380
Quote Date: 11/05/2024
Quote Expiration: 12/31/2024

SHERWIN-WILLIAMS
118 RAILWAY LN
HAGERSTOWN, MD 21740 6912
(301) 739-1068

Dear Aaron Miller:

Thank you for considering Sherwin-Williams products for the Graco Equipment project. Included is the Sherwin-Williams price quote.

Should you require assistance or have any questions or concerns, please contact me at +1 (304) 261-2718 or e-mail me at Tyler.W.Sherman@sherwin.com.

Tyler Sherman
SALES- Sales Representative PC Multi- Segment

13042612718
Tyler.W.Sherman@sherwin.com

ACCOUNT # 5118-0403-1
Graco Equipment
QUOTE # 7528380
VALID FROM: NOV 05, 2024 - DEC 31, 2024

PROJECT: Graco Equipment

Purchase Type: Annual Purchase

Description	Sales #	Rex #	Size	Gallons / Units	Price Per Gallon/ Unit	Extended Price
LLV3900STRD 2MECHGUN	100664812	100664812	EACH	1	$11,560.00	$11,560.00
Comments: Sourcewell 110122-SWN :List Price:$14,450						
2GUN BEAD DISPENSER	9975152	.09975152	EACH	1	$1,467.99	$1,467.99
Comments: Sourcewell 110122-SWN : List Price: $1,834.99						
GRINDLZRPR DC89GB	101797785	101797785	EACH	1	$5,816.00	$5,816.00
Comments: Sourcewell 110122-SWN : List Price: $7,270						

Total Price: $18,843.99

All prices are per gallon/unit

We thank you for consideration of Sherwin-Williams products and look forward to supplying these products to you.

NOTICE: Please take notice that the quotation set forth above is not a contract and is subject to and conditioned upon approval by Sherwin-Williams. In the event such approval is not obtained, you will be provided with a revised quotation and the quotation set forth above shall be null, void and of no force or effect. The pricing and recommendations detailed in this proposal represent confidential information provided by Sherwin-Williams. We request that it not to be copied or shared with others outside your firm. Please refer to product data pages for surface prep, mixing and application instructions.

Square footage amounts were estimated or given. Coverage of materials are estimated and actual coverages may differ. These guidelines should not be used as absolutes.Sherwin-Williams cannot assume responsibility for job site conditions.

The purchase of the products set forth in this price quote is subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at https://www.sherwin-williams.com/terms-and-conditions. Sherwin-Williams limits acceptance of the price quote to these Terms and Conditions of Sale, and objects to any different terms in any purchase order, issuance of which indicates purchaser's acceptance of such Terms and Conditions of Sale.



LINELAZER V 3900

LineLazer V 3900 Standard Series Gas Airless Line Striper, 2 Manual Guns

Part Number: 17H450

(0) Write a review Ask a question

When it's time for 1 or 2-gun airless line striping performance, the LineLazer V 3900 Standard Series striper is an excellent choice. These durable striping machines deliver consistent lines for all your basic striping needs.

FIND A DISTRIBUTOR

CONTACT SALES

Questions About this Product?

If you're not finding the information you need, ask one of our experts.

ASK AN EXPERT

Features

PRODUCT BROCHURE English

When it's time for 1 or 2-gun airless line striping performance, the LineLazer V 3900 Standard Series striper is an excellent choice. These durable striping machines deliver consistent lines for all your basic striping needs.

The LineLazer V Standard Series is ideal for the higher production re-striping contractor completing and considering larger re-striping jobs with basic pattern applications requiring a single-color, single or dual gun striping solution.

- **LiveLook Display with SmartControl**
  - Striping Information At-A-Glance
  - Track, measure and control every aspect of your job
  - Accessible proof-of-job data from the J-Log System with USB Download
  - Consistent spraying pressure for perfect lines
- **Honda® GX Engine**
  - Reliable, Easy-to-Start Power
  - Contractor-preferred — excellent power and proven reliability
  - Oil Alert shuts down engine to prevent damage if oil level drops too low
- **EasyMark Gun Adjustment System**
  - Easy Gun Adjustments
  - Perfect gun alignment every time with easy-to-use guide mark system
  - 2-gun capability with QuikSelect gun selector
- **EZ Align Wheel System**
  - Perfect Striper Tracking
  - Simple front wheel alignment, no special tools needed
- **DualComfort Handlebar System**
  - Easy Handlebar Adjustment
- **QuikSelect Gun Selector**
  - Simple Gun Control
  - Independently control of two guns with one lever — solid/skip
- **Endurance Chromex Pump**
  - Reliable, Long-Life Pump
  - Industry-best pump performance — field-proven design
  - Handle the most demanding materials with long-life rod treatment
  - 4X harder than ordinary chrome
- **Easy Out Pump Filter**
  - Easy Pump Maintenance & Less Clogging
  - Inside-out design means less mess with fewer tip clogs

PRODUCT BROCHURE

Specifications & Documents

Technical Specifications

CONVERT TO METRIC

Attachments	None
Compatible Material	Road-Marking Paint
Compatible Surfaces	Pavement, Turf
Engine Brand	Honda
Engine Model	GX120
Fuel Tank Capacity (gal)	0.66
Gun Activation	2 Manual
Includes	Flex Plus Gun (2), LineLazer RAC 5 319 Spray Tip (2), LineLazer RAC 5 421 Spray Tip (2), RAC 5 Tip Guard (2), 3/8 in x 50 ft BlueMax II Airless Hose, 3/8 in x 3 ft BlueMax II Airless Whip Hose, TSL, 4 oz
Maximum Flow Rate (GPM)	1.25
Maximum Sound Pressure Level (dB(A))	85.5

SHOW ALL SPECIFICATIONS (28)

Product Manuals

- 3A3388H, Manual, LineLazer V 3900, 5900 Airless Line Stripers Standard Series and High Production (HP) Auto Series, Operation, English (32 MB) English
- 3A3389EN-L, Manual, LineLazer V 3900, 5900 Airless Line Stripers Standard Series and High Production (HP) Auto Series, Parts, English (7 MB) English
- 311254EN-P, Manual, Silver and Flex Plus Airless Spray Guns, Instructions, English (2 MB) English
- 310643W, Displacement Pumps, Repair, English (2 MB) English

Sales Literature

- 344385EN-K LineLazer Brochure (7 MB) English

Certifications

- MSD181EN, Shell Gadus S3 V220C 2, Safety Data Sheet, English (377 KB) (English Only)
- MSD188EN, Shell Gadus S3 V220C 2, Safety Data Sheet, English (320 KB) (English Only)
- MSD201EN, Loctite 567 Low Strength Thread Sealant, Safety Data Sheet, English (141 KB) (English Only)

What's Included

PART NO.	DESCRIPTION	QTY	UNIT
248157	Flex Plus Airless Spray Gun, 2 Finger Trigger, RAC 5 LineLazer	2	ea
LL5319	LineLazer RAC 5 SwitchTip, 319	2	ea
LL5421	LineLazer RAC 5 SwitchTip, 421	2	ea
243161	RAC 5 HandTite Tip Guard	2	ea
245226	HOSE, CPLD, 3/8" X 3'	1	ea
238049	TSL Throat Seal Liquid, 4 oz	1	ea

Repair Parts

PART NO.	DESCRIPTION
185381	HOSE, NYLON
245103	Q KIT REPAIR, DRAIN VALVE
245797	KIT, REPAIR, HOSE
59	Q GB KIT, REPAIR, PUMP, 3900



GRINDLAZER STANDARD SERIES

GrindLazer Standard DC89 G Gas-Powered Scarifier

Part Number: 25M843

(0) Write a review Ask a question

The GrindLazer Standard DC89 G scarifier is a great option with more power to easily handle smaller traffic marking removal jobs, trip hazard removal and for preparing a surface before applying new traffic markings.

FIND A DISTRIBUTOR

CONTACT SALES

Questions About this Product?

If you're not finding the information you need, ask one of our experts.

ASK AN EXPERT

Features

PRODUCT BROCHURE English

The GrindLazer Standard DC89 G scarifier is a great option with more power to easily handle smaller traffic marking removal jobs, trip hazard removal and for preparing a surface before applying new traffic markings.

- **Heavy-Duty All-Steel Frame**
  - Jobsite Tough Design
- **Durable Honda Power With Cyclone Filter**
  - Contractor-Preferred Power
  - Cyclone filter protects the engine from harmful airborne dust
- **Dual Depth Control**
  - Easy Micro & Macro Adjustments
  - Multi-position lever and rotating knob controls
- **Comfort Grip Handles**
  - Reduced Vibration for All-Day Comfort
- **User-Friendly Operation**
  - Adjustable handlebar to fit different operators
  - Easy-to-Reach Throttle Control
- **Built-In Application Flexibility**
  - Swivel and Fixed Front Wheel
  - Swivel Wheel for feathering applications
  - Fixed Wheel for straight line removal
- **Sealed Main Bearing**
  - Maintenance-free design
  - Long life and ease-of-use
- **Triple Drive Belts**
  - Durable High-Torque Power Transfer
- **Optional Dust Removal**
  - Vacuum port for LazerVac vacuum system

- **Easy-to-Read Gauges**
  - Dual Purpose Tachometer and Hour Meter
  - Ideal for maintenance—ensuring your equipment is in top shape
  - Displays engine RPMs while running

PRODUCT BROCHURE

ENGLISH

Specifications & Documents

Technical Specifications

CONVERT TO METRIC

Air Filter Type	**Standard**
Cut Direction	**Forward**
Cutter Drum Diameter (in)	**5**
Cutter Type	**Drum**
Depth Adjustment	**Manual**
Engine Brand	**Honda**
Engine Model	**GX270**
Engine Size (HP)	**9**
Engine Start Type	**Pull Start**
Maximum Cut Rate (ft2/hr)	**400**

SHOW ALL SPECIFICATIONS (17)

Product Manuals

3A5578E, Manual, GrindLazer, Operation, Repair, Parts, English (10 MB) English

Warranty

342526EN-J Graco Contractor Equipment Warranty (100 KB) English

Sales Literature

344384EN-J GrindLazer Brochure (6 MB) English

Related Products





REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Park Equipment - Benches, Picnic Tables, and Trash Receptacles - Metro Recreation (North Jefferson, MD) $ 32,762.10

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Park_Equipment_-_Benches__Picnic_Tables_and_Trash_Receptacles.pdf	Benches, Picnic Tables, Trash Receptacles

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Park Equipment

Account No: 4545000-5837 CIP Control No. C0237

Budget Amount: $35,000 Account Balance: $33,577 Unbudgeted Amount: $0

Fiscal Year: 24/25 Source of Funds: POS ($29,485.89); CIP Fund Balance ($3,276.21)

Quantity	Description	Value
3	6 Foot Bench With Back, Inground, Perforated	$ 3,588.00
11	8 Foot Picnic Tables, Green, Perforated	$ 14,333.00
13	Trash Receptacles, Green, Perforated, with Door	$ 9,477.00
19	Flat Top Trash Receptacle Lid with Bonnet	$ 3,173.00
19	Trash Receptacle Liner	$ 855.00
1	Sourcewell Discount	-$ 1,750.00
1	Freight	$ 3,086.10
	TOTAL VALUE OF PROJECT	$ $ 32,762.10

ABOVE TO BE USED FOR: Picnic tables, benches, and trash cans to be placed throughout the various 22 Parks and Playgrounds.

RECOMMENDED VENDOR:

Business Name: Metro Recreation

Business Address: 4907 Camden Place

City/State/Zip: North Jefferson, MD 21755-7312

Bid/Proposal/Quote No.: 3259 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
NOTE: Price is per a Sourcewell	contract #010521-LTS-5	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS POS Grant #7503-21-422 awarded in May of 2023. POS will reimburse 90% of the cost while the remaining 10% will be funded by the City.

EB 11/6/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

RJ DeFrew 11/7/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in an approved POS grant that covers the majority of this purchase. MH 11/7/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CAPITAL IMPROVEMENT PROGRAM

FY '25 *thru* FY '29

City of Hagerstown, Maryland

Project # 45-C0237
Project Name Park Equipment



Type Replacement
Useful Life 15 years
Category Machinery and Equipment
Location: Various Parks
Year Submitted: 2008

Department Parks
Contact Deike
Priority Planned Improvement

Status Active

Description

Program to maintain high-quality and safe equipment and amentities in the parks of the City.

FY25: Fairgrounds Park - Replace modular play equipment near North Pavilion ($120,000); grass mound in City Park ($20,000); picnic yables, park benches and portable bleachers in various parks ($35,000).

FY26 - FY29: Replace or add portable bleachers, park benches, picnic tables, and trash cans for various parks.

FY26 and FY28: ($50,000/year).

FY27: ($54,000 - $48,600 POS Grant, $5,400 General Fund Match).

FY29: ($55,000 - $49,500 POS Grant, $5,500 General Fund Match).

Justification

The play equipment is at the end of its life cycle and in need of replacement.

The park benches and picnic tables will improve park facilities for all visitors.

Staff will continue to apply for Program Open Space funding as available.

The Comprehensive Plan recommends continuation of Livable City initiatives that bring design continuity to City neighborhoods by focusing on improved park amenities; public sidewalk repairs and enhancements; street tree planting; and traffic island installation.

Budget Impact/Other

Less labor making repairs and maintenance.

Expenditures	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Equip/Vehicles/Furnishings	175,000	50,000	54,000	50,000	55,000	384,000
Total	**175,000**	**50,000**	**54,000**	**50,000**	**55,000**	**384,000**

Funding Sources	FY '25	FY '26	FY '27	FY '28	FY '29	Total
CIP Fund Balance	17,500					17,500
Grants-State Program Open Space	157,500		48,600		49,500	255,600
Transfers to CIP-General Fund		50,000	5,400	50,000	5,500	110,900
Total	**175,000**	**50,000**	**54,000**	**50,000**	**55,000**	**384,000**

Metro Recreation Inc
4907 Camden Pl N
Jefferson, MD 21755-7312 USA
+12404092870
mike@metrorecreation.com
www.metrorecreation.com

Proposal

ADDRESS
City of Hagerstown Parks and Recreation Division 351 North Cleveland Avenue Attn: Mark Haddock Hagerstown, MD 21740

SHIP TO
City of Hagerstown Parks and Recreation Division 351 North Cleveland Avenue Attn: Mark Haddock Hagerstown, MD 21740

PROPOSAL #	DATE	
3259	11/05/2024	

ACTIVITY	QTY	RATE	AMOUNT
Sourcewell contract 010521-LTS-5 City of Hagerstown-Account # 18203			
CN430PG02 6 Foot Bench with back Inground Perforated	3	1,196.00	3,588.00
SG111PGGG10 Perforated, 8 ft. Green, Picnic tables	11	1,303.00	14,333.00
LR305PG02 Signature Perforated, Green, Trash Receptacle with Door	13	729.00	9,477.00
SB100NG02 Flat Top Trash Receptacle Lid with Bonnet	19	167.00	3,173.00
LR310N Trash Receptacle Liner	19	45.00	855.00
Discount Sourcewell Discount	1	-1,750.00	-1,750.00
Freight Freight to deliver to Hagerstown MD-lift gate included	1	3,086.10	3,086.10

Thank you for your business! Attached is your invoice. We accept payment directly through the secure link. Please contact us if you have questions about your invoice.
Proposals are valid for thirty days.

SUBTOTAL	32,762.10
TAX	0.00
TOTAL	**$32,762.10**

Accepted By

Accepted Date

For POS # 7503-21-4122

Mark Haddock 41545000-5837-C0237

From: Metro Recreation Inc <quickbooks@notification.intuit.com>
Sent: Tuesday, November 5, 2024 10:22 PM
To: Mark Haddock
Subject: Estimate 3259 from Metro Recreation Inc
Attachments: Estimate_3259_from_Metro_Recreation_Inc.pdf

We are not Buying Bleachers
(30,000 + 5,000)
35,000
Spent 1,422 on other trash can lids

PROPOSAL 3259

Metro Recreation Inc

$32,762.10

Review and approve

Powered by QuickBooks

Dear Mark, I added 1 table, one of each trash receptacle, lids etc. and the corrected freight. Sorry for the oversight.

Please review the estimate below. Feel free to contact us if you have any questions. We look forward to working with you.

Thanks for your business!
Metro Recreation Inc

Metro Recreation Inc

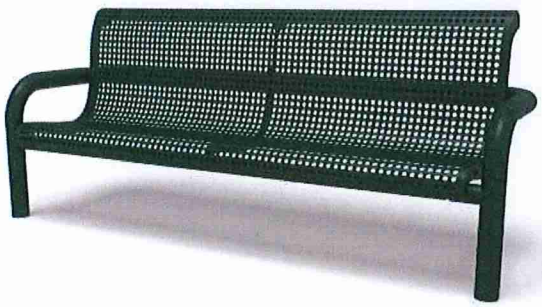
4907 Camden Pl N Jefferson, MD 21755-7312 USA

+12404092870

mike@metrorecreation.com

www.metrorecreation.com

Outdoor



HERITAGE COLLECTION

Contemporary Perforated Inground Bench

$1,196.00

Color | Green

Built-to-Order Colors: Ships in 14-24 Business Days

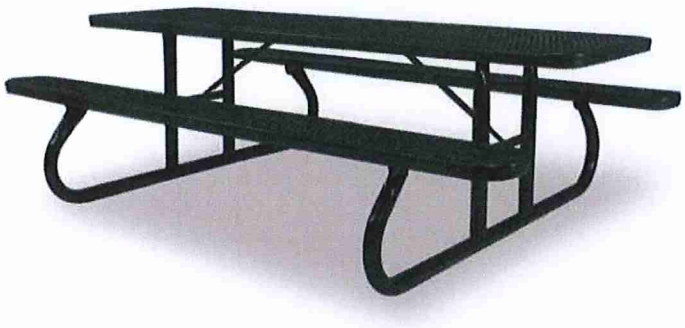
1 Add to cart

Ships in: 14-24 Business Days #CN430PG02

Product Description

Rain or shine, our durable, Plastisol-coated oudoor Heritage line can withstand the worst weather conditions and heavy-use. Our Contemporary perforated indoor bench is designed with contoured bends in the framework to match a variety of environments. From retail dining to botanical gardens, this bench will enhance your setting's needs.

Portable



HERITAGE COLLECTION

Signature Perforated Picnic Table

$1,303.00

Color | Green

Built-to-Order Colors: Ships in 14-24 Business Days

Size | 8'

6' 8'

1 Add to cart

Ships in: 14-24 Business Days #SG111PGGG10

Product Description

The Signature Perforated Picnic Table is timeless, durable, and dependable. Crafted from steel with our exclusive plastisol coating, it's built to last. Elevate any outdoor setting with its perforated pattern design.

With Side Door



HERITAGE COLLECTION

Signature Perforated Trash Receptacle w/ Door

$729.00

Color | Green

Built-to-Order Colors: Ships in 14-24 Business Days

1 Add to cart

Ships in: 14-24 Business Days #LR305PG02

Product Description

The Signature Perforated Trash Receptacle w/ door is timeless, durable, and dependable. Crafted from steel with our exclusive plastisol coating, it's built to last. Elevate any outdoor setting with its Diamond pattern design while facilitating easy trash removal with the addition of the side door.

22 or 32 Gallon



HERITAGE COLLECTION

Flat Top Trash Receptacle Lid with Bonnet

$167.00

Color | Green

Built-to-Order Colors: Ships in 14-24 Business Days

1 Add to cart

Ships in: 14-24 Business Days #SB100NG02

Product Description

The Flat Top Trash Receptacle Lid with Bonnet for 22 and 32-gallon trash can receptacles, maintains cleanliness outdoors. Featuring a downward slant lid with a 14-inch bonnet to prevent rain from flooding your trash receptacle. Coated with our durable powder coating, it withstands outdoor conditions, ensuring lasting appearance and functionality.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Toro Aerator and Toro Bullseye RapidSeed 590 - Turf Equipment and Supply Company (Jessup, MD) $ 52,492.71

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Aerator_and_RapidSeed_590.pdf	Toro Aerator and RapidSeed 590

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Streets

Department Director or Manager: Eric B. Deike

Account/Project Name: Golf Course - Vehicles/Equipment

Account No: 5785001-5850 CIP Control No. C0395

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $($52,492.71)

Fiscal Year: 24-25 Source of Funds: Reallocated ARPA

Quantity	Description	Value
1	Toro ProCore 864 Aerator	$ 37,686.01
1	Toro Bullseye RapidSeed 590	$ 14,806.70
	TOTAL VALUE OF PROJECT	$ $ 52,492.71

ABOVE TO BE USED FOR: Aeration involves perforating the soil with small holes to allow air, water, and nutrients to penetrate the grass roots. This helps the roots to grow deeply and produce a stronger, more vigoruos lawn. The seeder provides random seed dispersement quickly and efficiently. Both devices can be used at other locations other than the golf course.

RECOMMENDED VENDOR:

Business Name: Turf Equipment and Supply Company

Business Address: 8015 Dorsey Run Road

City/State/Zip: Jessup, MD 20794

Bid/Proposal/Quote No.: Dated November 7, 2024 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: Price per the Sourcewell	contract #031121-TTC	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
X	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This equipment will provide staff the means to aerate and seed the soil as necessary for The Greens at Hamilton Run Golf Course. These can also be used on large sports fields such as Fairgrounds Parks. As City facilities are used more often, staff requires equipment that works quickly and efficiently.

EB Dah 11/7/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Tyler Frey 11/7/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate reallocated ARPA funding for this purchase.

Michelle Hepburn 11/7/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

TURF EQUIPMENT AND SUPPLY COMPANY

TURF-EQUIPMENT.COM

November 7, 2024

Mark Haddock
City of Hagerstown
351 North Cleveland Ave.
Hagerstown, MD 21740

Thank you for your interest in Toro equipment distributed by Turf Equipment and Supply Company.

- Pricing is based on Toro's Sourcewell Contract #031121-TTC
- Pricing includes set up and delivery, but applicable sales tax is not included.
- This quote is good until December 31, 2024.

Quantity	Equipment Description	Price
1	**Toro ProCore 864 Aerator** Model #09715 • 64" Aeration Swath • 3-Point Hitch Mount • 35HP PTO Tractor Recommended • Weight – 1,575 lbs. • ¾" Solid Tines and Turf Guards *Estimated Product Availability: 6-8 Months from Order Date*	$37,686.01 Each Sourcewell Contract New Unit Price

Please contact me with any questions about this quote.

Mike Huey
Commercial Territory Manager
443.896.7172
mikehuey@turf-equipment.com

This quote is exclusive and confidential for the City of Hagerstown

TORO

ProCore® 864/1298

LARGE AREA AERATORS

FEATURES

- *Precision-balanced coring heads deliver remarkably smooth operation*
- *Impact resistant system withstands the most rugged conditions*
- *RotaLink™ delivers superior hole quality*
- *Oversized gear box for robust operation*

Smooth operator.

The same ground-breaking technology that allowed the ProCore 648 to revolutionize greens aeration is available for large-area applications. The precision-balanced coring heads run smoothly, even in the raised position with the PTO engaged. This will save you valuable time in turn arounds and avoiding ground obstacles. The ProCore 864 and 1298 deliver exceptional aeration and productivity in an easy to use, robust design.



ProCore® 864



ProCore® 1298

Call your Toro distributor at 800-803-8676

ProCore® 864 & 1298 Specifications*

	PROCORE 864, MODEL 09715	PROCORE 1298, MODEL 09716
AERATION WIDTH	64 inches / 163 cm	98 inches / 249 cm
AERATION DEPTH	5 inches / 12.7 cm maximum**	5 inches / 12.7 cm maximum**
TRACTOR SIZE	30 HP @ PTO minimum 35 HP @ PTO recommended	40 HP @ PTO minimum 50 HP @ PTO recommended
TRACTOR CONNECTION	3-point Category 1 or 2	3-point Category 2
TRACTOR PTO	540 RPM	540 RPM
FORWARD HOLE SPACING (TRACTOR DEPENDENT)	Variable up to 4.5 inches / 11.4 cm	Variable up to 4.5 inches / 11.4 cm
LATERAL HOLE SPACING (TINE HEAD DEPENDENT)	1.3 - 2.6 inches / 3.3 - 6.6 cm	1.3 - 2.6 inches / 3.3 - 6.6 cm
NUMBER OF TINE HEADS	8	12
OVERALL WIDTH	67 inches / 170 cm	101 inches / 256.5 cm
HEIGHT	38.5 inches / 98 cm	38.5 inches / 98 cm
LENGTH	35 inches / 89 cm	35 inches / 89 cm
WEIGHT	1575 lbs / 714 kg	2300 lbs / 1043 kg
CERTIFICATION	ANSI B71.4-2017, CE and EU machinery directives	
WARRANTY	Two-year or 500-hour limited warranty. Refer to Operator's Manual for further details	

TINE HEADS

Model	Tine Heads:	Lateral Spacing	Mount Diameter
09737	Mini Tine Head (1 row of 6)	1.3"	3/8" (10 mm)
09736	Mini Tine Head (2 rows of 5)	1.6"	3/8" (10 mm)
09739	Needle Tine Head	1.6"	5 mm or 8 mm
09794	3 Tine Head	2.6"	3/4" (19 mm)
09796	4 Tine Head	2.0"	3/4" (19 mm)
09797	3 Tine Head HD	2.6"	7/8" (22 mm)
09719	QuickChange® 4-Tine	2.0" (5.1 cm)	3/4" (19 mm) or 7/8" (22 mm)

PRODUCTIVITY RATES

Tractor Speed	Spacing	ProCore 864		ProCore 1298	
mph (km/hr)	Forward Hole Spacing	sq. ft. / hr.	(sq. m / hr.)	sq. ft. / hr.	(sq. m / hr.)
0.5 (0.8)	1.0" (25 mm)	14,400	(1,338)	22,050	(2,049)
0.8 (1.2)	1.5" (38 mm)	21,600	(2,007)	33,075	(3,073)
1.0 (1.6)	2.0" (51 mm)	28,800	(2,676)	44,100	(4,097)
1.3 (2.1)	2.5" (64 mm)	36,000	(3,345)	55,125	(5,121)
1.5 (2.5)	3.0" (76 mm)	43,200	(4,013)	66,150	(6,146)
1.8 (2.9)	3.5" (89 mm)	50,400	(4,682)	77,175	(7,170)
2.0 (3.3)	4.0" (102 mm)	57,600	(5,351)	88,200	(8,194)
2.3 (3.7)	4.5" (114 mm)	64,800	(6,020)	99,225	(9,218)

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Hole depths greater than 4 inches can only be achieved with 6.5 inch length tines and with turf holders removed. Some degradation in hole quality may be observed in this configuration.

TURF EQUIPMENT AND SUPPLY COMPANY

TURF-EQUIPMENT.COM

November 7, 2024

Mark Haddock
City of Hagerstown
351 North Cleveland Ave.
Hagerstown, MD 21740

Thank you for your interest in Toro equipment distributed by Turf Equipment and Supply Company.

- Pricing is based on Toro's Sourcewell Contract #031121-TTC
- Pricing includes set up and delivery, but applicable sales tax is not included.
- This quote is good until December 31, 2024.

Quantity	Equipment Description	Price
1	**Toro Bullseye RapidSeed 590** Model #46440 • 59" Seeding Swath • 3-Point Hitch Mount – Category 1 • Hopper Capacity – 8 cubic feet • Dimple Seeder • 30HP Tractor Required, 1,030 lbs. Lift Capacity *Estimated Product Availability: In-Stock at Toro*	$14,806.70 Each Sourcewell Contract New Unit Price

Please contact me with any questions about this quote.

Mike Huey
Commercial Territory Manager
443.896.7172
mikehuey@turf-equipment.com

This quote is exclusive and confidential for the City of Hagerstown

BULLSEYE™

RapidSeed™ 430/590

SEEDERS

FEATURES

- Working Speed of up to 7.5 mph (12 km/h) – *saves time and money*
- Quickly Adjust Calibration – *fast, easy and precise seeding rate adjustability*
- Large Seed Hopper – *less time spent on refills*
- Spiked Disk Roller – *random dispersement of seed with no drill lines*
- Ground-Driven Design – *fewer moving parts results in reduced maintenance and lower cost of ownership*
- Seeding Element Design – *works well with all varieties, providing great accuracy even with small bentgrass seed*

Efficient and Productive Overseeding.

The Bullseye RapidSeed 430 and 590 are ideal for sports fields and golf courses where economy and random seed dispersement is important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas.

The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.





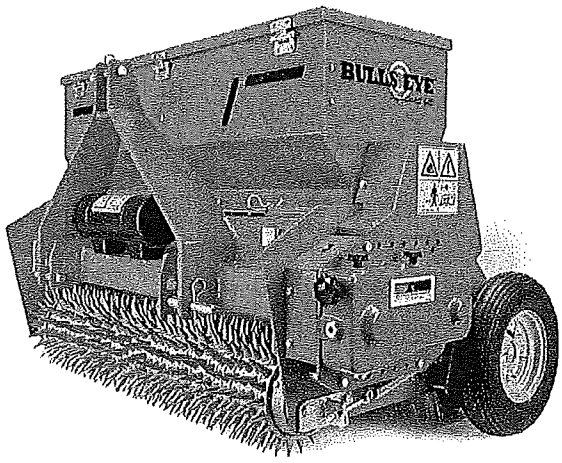
©2021 The Toro Company. All rights reserved. Rev. 01/21

Call your Bullseye distributor at 800-803-8676

BULLS•EYE™

RapidSeed™ 430/590*

The Bullseye RapidSeed 430 and 590 are ideal for sports fields and golf courses where economy and random seed dispersement is important. Both RapidSeed overseeding machines offer the same accurate means to produce thousands of holes, deliver the seed and brush in, all with a single machine. Available in two widths, there is a unit for tighter, more undulating areas or larger areas. The spikes are conical-shaped, so more seed actually drops into the holes. The seeds drop when the side wheel turns, so there is no spillage of seed when the machine is not in operation. An optional replacement rear spiked roller can be added to double the number of holes per pass. The optional hydraulic lift wheel kit allows the seeder to be towed behind even a Workman® HDX and provides improved ground-following ability.



	BULLSEYE RAPIDSEED 430, MODEL 46435	BULLSEYE RAPIDSEED 590, MODEL 46440
WORKING WIDTH	43" (109.2 cm)	59" (149.8 cm)
NUMBER OF HOLES WITH ONE SPIKED ROLLER	87 per square foot (990 per square meter)	
EFFECTIVE DIMPLE SPACING	1.2" (3.04 cm)	
HOPPER CAPACITY	6 cubic feet (168 liters)	8 cubic feet (225 liters)
SEEDING RATE	Fully adjustable for any type of seed	
TRACTOR REQUIRED	20 hp (14.9 kW) with 992 lbs. (450 kg) lift capacity	30 hp (22.4 kW) with 1,213 lbs. (550 kg) lift capacity
WORKING SPEED	Up to 7.5 mph (12 km/h)	Up to 7.5 mph (12 km/h)
WEIGHT	836 lbs. (379.2 kg)	1,030 lbs. (467.2 kg)
DIMENSIONS	Width 60" (152.4 cm) Height 40" (101.6 cm) Length 35" (88.9 cm)	Width 76" (193 cm) Height 40" (101.6 cm) Length 35" (88.9 cm)
WARRANTY	One-year limited warranty. Refer to the Operator's Manual for further details.	

	BULLSEYE RAPID SEED 430 – ACCESSORIES	BULLSEYE RAPID SEED 590 – ACCESSORIES
DRAWBAR HITCH & WHEEL KIT	Requires hydraulics and 450 lb. (204.1 kg) tongue weight capacity, model 46436	Requires hydraulics and 550 lb. (249.4 kg) tongue weight capacity, model 46441
WEIGHT KIT	Single 44 lb. (19.9 kg) weight. Holds up to 6, model 46432	Single 44 lb. (19.9 kg) weight. Holds up to 12, model 46432
SPIKED REAR ROLLER KIT	Increases number of holes per square foot; 174 lbs. (78.9 kg), model 46437	Increases number of holes per square foot; 231 lbs. (104.7 kg), model 46442

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only. Actual products offered for sale may vary in design, required attachments and safety features. Consult your local Toro Distributor.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Light - MEA FY24 SOLE Grant Material - LED Light Fixtures -- Signify North America (Somerset, NJ) $152,849.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Light_-_LED_Light_Fixtures.pdf	Signed Consent Form
CONSENT_FY24_SOLE_GRANT_-_LED_FIXTURES_202411.pdf	CONSENT
24-00213__FY2024_SOLE_GRANT___NOV_2024.pdf	Quotation

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/19/2024 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: MEA FY24 SOLE Grant Material - LED Light Fixtures

Account No: 5085001-583013-C0546 CIP Control No. G0508

Budget Amount: $200,000.00 Account Balance: $200,000.00 Unbudgeted Amount: $0.00

Fiscal Year: 2025 Source of Funds: Grant: $111,000.00 and Electric Utility Capital: $41,849.00

Quantity	Description	Value
425	LED, Cobrahead, 108 Watt, Type III, 3000K	$ 112,625.00
96	LED, Retrofit Kit for Hagerstown Fixtures, 70 W, Type III, 3000K	$ 40,224.00
	TOTAL VALUE OF PROJECT $	$ 152,849.00

ABOVE TO BE USED FOR: LED Fixtures and retrofit kits for the FY24 MEA SOLE Grant

RECOMMENDED VENDOR: Business Name: Signify North America (#11146)

Business Address: 200 Franklin Square Drive

City/State/Zip: Somerset, NJ 08873

Bid/Proposal/Quote No.: 24-00213 Sole Source? X Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to purchase direct from the manufacturer of standardized equipment.

Nathan Fridinger Digitally signed by Nathan Fridinger Date: 2024.11.03 11:44:35 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 22:54:48 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - need updated W9

Signature / Date 11/4/24

(3) Chief Financial Officer

COMMENTS

Approve this grant funded purchase

Signature / Date 11/5/24

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 11/5/24

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

DEPORTER, DOMINICK & ASSOCIATES

To: NATHAN **City of Hagerstown Md 10027043**	**Job Name: CITY OF HAGERSTOWN 2024 SOLE GRANT** **Project Name: CITY OF HAGERSTOWN** **Entry Date: 10/17/2024**

Qty	Type	Mfg	Description	Unit Price	Extd.Price
425	RFM108	SIG	RFM-108W48LED3K-G2-R3M-UNV-DMG-PHXL-RCD-GY3	$265.00	$112,625.00
96	LEDKIT	SIG	SA4284D-N3N73042A5NNNNH	$419.00	$40,224.00
			TOTAL:		**$152,849.00**

MFG Code	F.O.B	TERMS	Lead Time
SIG	**/ FREIGHT ALLOWED AT $3,000 OR MORE. POLE ORDERS OF LESS THAN 6 POLES SUBJECT TO $300 FUEL SURCHARGE. $200 FRT AND HANDLING ON ORDERS UNDER $3,000.00**	**SHIP ORDER COMPLETE**	

Prices firm for entry by: **Shipment by:**

PRICING VALID FOR 30-DAYS, UNLESS OTHERWISE NOTED

ORDER CANCELATIONS MAY RESULT IN PENALTIES FOR PART OR ALL OF ORDER VALUE

CONTROL NODES, PHOTO CELLS OR SHORTING CAPS BY OTHERS

LEAD TIMES ARE ESTIMATES AND ARE NOT GUARANTEED

FREIGHT NOT INCLUDED, UNLESS OTHERWISE NOTED

APPROVED OR SIGNED COPIES OF SUBMITTALS REQUIRED TO RELEASE ORDER

DDA IS NOT RESPONSIBLE FOR MEETING SPECIFICATIONS OR SPECIAL CONDITIONS NOT FURNISHED BY DISTRIBUTOR AT TIME OF QUOTE REQUEST

CHANGES IN QUANTITIES MAY REQUIRE A RE-QUOTE

ADDITIONAL COSTS FOR ENGINEERING OR CALCULATIONS NOT INCLUDED UNLESS OTHERWISE NOTED

SALES TAX IS NOT INCLUDED IN QUOTE TOTAL

Printed - NS: 10/17/24 15:47:42 Per: Henry Wilson Email: henry@ddallc.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Light - HLD Facility Back-Up Generation -- Fidelity Power Systems (Sparks, MD) $157,160.42

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Light_-_Diesel_Generator.pdf	Signed Consent Form
Turnkey_Quotation_-_Hagerstown_Light_Department_Reduced.pdf	Quotation
CONSENT_202411_HLD_Facility_Back-Up_Generation.pdf	CONSENT GENERATOR

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/19/2024 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: HLD Facility Back-Up Generation

Account No: 5085001-5821 CIP Control No. ARP72

Budget Amount: $0.00 Account Balance: $0.00 Unbudgeted Amount: $<157,160.42>

Fiscal Year: FY25 Source of Funds: Reallocated ARPA Funding

Quantity	Description	Value
1	100 kVA Outdoor Diesel Generator with Automatic Transfer Switch	
	and associated equipment. Turn-Key Installation per Quotation:	
	Hagerstown Light Department, dated November 4, 2024.	$ 157,160.42
	TOTAL VALUE OF PROJECT $	$ 157,160.42

ABOVE TO BE USED FOR: Install back-up electrical generator at the HLD facility located at 425 E Baltimore Street housing Electric and Central Maintenance Garage Operations.

RECOMMENDED VENDOR:

Business Name: Fidelity Power Systems

Business Address: 25 Loveton Circle

City/State/Zip: Sparks, MD 21152

Bid/Proposal/Quote No.: Sourcewell Contract 020923-PWT Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval.

Nathan Fridinger Digitally signed by Nathan Fridinger Date: 2024.11.04 11:03:22 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.04 11:45:08 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 11/4/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate reallocated ARPA funding to cover this purchase.

Michelle Hepburn 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

TURNKEY AGREEMENT

Hagerstown Light Department

Presented to

Hagerstown Light

Department

Prepared by

David Alexander
Commercial Generator Sales| Fidelity Power Systems
410-365-2433| davida@fidelity-ps.com

November 4, 2024

Fidelity Power Systems® is one of the nation's largest distributors of REHLKO® generators and power systems. We offer a full line of commercial, industrial, and residential emergency power systems, including stand-by generators, automatic transfer switches, paralleling switchgear, and replacement parts.

Fidelity Power Systems has a long and successful history of delivering reliable backup power solutions to companies of all sizes. Dedication to reliability, innovative solutions, and continuous advancements allows Fidelity Power Systems to be a top name in power generation in the Mid-Atlantic.

Fidelity Power Systems' award-winning service teams are staffed with factory-trained and authorized service technicians who specialize in emergency power systems, supporting commercial, industrial, health care, critical facilities, and more.

November 4, 2024

Quotation:Hagerstown Light Department

Thank you for the opportunity to submit our updated proposal for this scope of work. We look forward to a successful partnership and hearing from you soon.

If we can be of further assistance or help answer any questions you may have, please feel free to contact us directly.

Respectfully,

David Alexander

Commercial Generator Sales
Email Address: davida@fidelity-ps.com
Office: 410-771-9400
Cell: 410-365-2433

FIDELITY POWER SYSTEMS

EXECUTIVE SUMMARY

This proposal is to add a 100kW generator set at the Hagerstown Light Department. The new model 100REOZJF generator from Rehlko with a diesel sub-base fuel tank, and new ATS from Rehlko. Installation will be by MEC Electric.

PROPOSED SCOPE OF WORK

Installation Scope by MEC Electric:

Our proposal is based on the following information:
Cutsheet of new equipment
Walk through of the facility
Below scope of work

- Excavate from the existing utility pole to location of new 600-amp transfer switch.
- Excavation for new concrete pad and conduits from new the ATS to the new generator.
- Provide and install two (2) 4" pvc conduit with pull ropes from utility pole to the new transfer switch.
- Install one (1) supplied 600-amp, 240-volt, 3-phase, 4-wire, NEMA 3R transfer switch at location near existing service.
- Supply and install two (2) 2 1/2" pvc conduit with 4-#3/0 & 1- #4 conductors in each conduit from the ATS to the generator.
- Supply and install one (1) 1" pvc conduit with conductors from the ATS to the generator for start/stop signals.
- Supply and install one (1) 1" pvc/emt conduit with 5-#12 conductors from the generator into the building to the closest 120-volt panel to power the block heater and battery charger circuits. (See clarifications)
- Supply and install one (1) 1" conduit with conductors from the new ATS into the building and install the remote annunciator. (See clarifications)
- Demo out the existing service drops to the existing panels.
- Supply and install two (2) 4" emt conduits with 4 - #350's & 1 – 1/0 from the ATS to the new NEMA 3R wireway.
- Supply and install one (1) new NEMA 3R wireway at the location where the existing LB condulets enter the building, mount the new wireway and install 4" conduits from the trough to the existing panels.
- Tap the set of parallel 350 & 1/0 ground to 4 #600's & 1-1/0 to feed the existing panels.
- Installation of one (1) new 192"x 160"x 10" concrete generator pad.
- Installation of one (1) supplied 100-kw generator and (1) supplied transfer switch.
- Fidelity Power Systems will fill the generator with diesel fuel one (1) time only.
- Delivery of Generator and ATS. Off loading by MEC using pettibone.
- All work to be performed during normal 40 hour work week, Monday thru Friday, 7 am to 3:30 pm excluding holidays - (1) 8 hour shift per day
- Start up and load testing by Fidelity Power Systems.
- Warranty filed by Fidelity Power Systems

PROPOSED SCOPE OF WORK - Continued

NOTES

This price is based on normal shipping schedules (u.o.n). All work to be performed during normal working hours (u.o.n.) Monday through Friday. Excludes all handling, removing, replacement/disposal of PCB, Mercury and asbestos related items. All work areas to be free and clear from any hazardous materials. Our trash removal to G.C./ owner provided container on site. All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviations from the above

EXCLUSIONS & CLARIFICATIONS

- Proposal is based on 2021 NEC electrical installation requirements and standards.
- Proposal is based on the project as not being tax exempt, does not require scale wages and will have normal weekday working hours.
- Proposal is based on supplying conduit and wiring up to 100’ into the building to the nearest 120-volt electrical panel to supply power for the generator block heater and battery charger.
- Proposal is based on supplying conduit and wiring up to 100’ into the building to install the new remote annunciator.
- Electrical Permitting.
- Removal and reinstall of fencing around site
- Power Company Fee’s.
- Re fueling (topping off) after load tests.
- Painting, cutting, and patching of walls, floors, and ceilings.
- Concrete and macadam cutting and patching.
- Roof penetrations and patching.
- Dumpster and dumpster fees.
- Temporary electric and data to building or job trailers.
- Fire Alarm conduit, wiring, devices, and terminations.
- Security/ Access systems conduit, wiring, devices, and terminations
- Telecommunications/Data systems conduit, wiring, devices, and terminations.
- Audio/Video systems conduit, wiring, devices, and terminations.
- Low voltage systems conduit, wiring, devices, and terminations.
- Timeclocks, VFD’s for mechanical equipment.
- Supplying and installation of exhaust fans, unit heaters and other mechanical equipment
- Attic Stock/spare parts.
- Rock removal and additional equipment and labor needed to remove.

TERMS & CONDITIONS

Throughout this Agreement:

Hagerstown Light Department shall be known as the **OWNER/BUYER**.

Fidelity Power Systems® shall be known as the **SELLER/CONTRACTOR**.

Notwithstanding any provision in the bid documents to the contrary, if as a result of the COVID-19 epidemic, Fidelity Power Systems work is delayed, disrupted, suspended, or otherwise impacted, or if, subsequent to the date of the Proposal, any COVID-19 guidelines and/or regulations are enacted by the Centers for Disease Control, U.S. Department of Labor, U.S. Department of Health and Human Services, and/or any comparable state or local agencies having jurisdiction over Fidelity Power Systems home office and/or the location of the Project, then Fidelity Power Systems shall be entitled to an equitable adjustment to the Project schedule and to the contract price. This provision is an essential term of this Proposal and shall be incorporated by reference into the contract.

All acts in fulfillment of this order which are done outside of the State of Maryland are intended and shall be construed as interstate commerce and not as business done by Seller as a foreign corporation in any other state; no claims or rights to the contrary shall be asserted.

Seller will extend standard Manufacturers warranties on equipment furnished under this contract but no other service or guarantee is given unless otherwise stated in this form. The contractor guarantees all workmanship, equipment and material for the period specified on the first page of this contract, from the date the system is started up for the beneficial use of the Owner, or upon completion of the Contractors work defined herein, whichever occurs first.

This contract, its price and performance are all subject to delays or inability to perform caused by or resulting from labor scarcity, strikes, either on the work done this contract or any other work affecting the same directly or indirectly, lockouts, accidents, fire, floods, breakdowns, war, riot, rebellion, lack of material, delays of transportation, acts of Government, including but not restricted to priorities and allocations, regulations, or any other Government agency, judicial authority, acts of God, or any other cause beyond the Sellers ability to obtain materials with priorities, allotments, or certificates, as furnished by the Buyer.

Deliveries may be withheld at any time if Seller believes that Buyers credit has become impaired or if payments are not promptly made as provided herein, but Buyer remains liable for all shipments previously made and for damages suffered by the Seller. In the event Buyer requires Seller to delay shipment or erection of the equipment under this order, payment for the equipment shall not be withheld on such account and Buyer agrees to pay to the Seller any increased cost of loss caused by said delay. In the event the Buyer breaches this contract in any manner, the Seller shall be under no obligation to make further shipments and may elect to forfeit the deposit and any other payments on account as liquidated damages, or the Seller may pursue any legal or equitable remedy as provided by law. In the event the Buyer shall return the said property without the consent in writing of the Seller, the latter may store the same to the order and at the expense of the Buyer. In case of default in the terms of payment, as stated herein, the Buyer agrees to pay the full amount of indebtedness due, plus charges and fees stated on the first page of this contract.

TERMS & CONDITIONS (CONTD.)

It is understood that the Seller will be provided with all the usual construction services such as light, power, water, toilet facilities, storage space, trash removal from common trash site, and any other space requirements including free and unobstructed access necessary in conjunction with this Proposal without cost to Seller.

The title and ownership of goods called for and furnished hereunder shall remain with Seller until full and final payment therefore shall have been made by the Buyer. In case of default, Seller may repossess the goods covered hereunder, wherever found, and shall not be liable in any action of law, on the part of Buyer, for such reclamation of its property, nor for the return of any money or monies which may have been paid by the Buyer in part payment therefore. The Buyer shall provide and maintain adequate insurance for the equipment herein specified against loss or damage by fire or other causes during the time between delivery and final payment, in an amount fully protecting the Seller, and loss or damage by fire or other causes within such period shall not relieve the Buyer from his obligation under this contract.

Any changes which increase the cost of erection to the Seller such as, but not limited to, architectural changes, interference with other trades, relocation of equipment, duct work, grilles, registers, piping, insulation, etc. shall be considered extra work not included in the price quoted in this Proposal. The additional cost of this work will be billed to the Buyer.

Back Charges: No claim for services rendered or materials or equipment furnished by the Buyer to the Seller or purportedly on behalf of the Seller shall be made unless authorized in writing by the Seller unless the Seller shall have unreasonably refused to give such authorization.

Liability of Seller arising out of the design, manufacture, sale, erection or performance of the equipment hereunder, or its use whether on the warranties or otherwise, except as herein provided, shall not in any case exceed the cost of correcting defects in the equipment or workmanship. No claim for consequential damages shall be made by the Buyer. In no event shall the Seller be liable for liquidation or other damages suffered by the Buyer unless agreed to herein. Seller shall not be liable for any defective material repaired or replaced without Sellers written consent.

Orders submitted on Buyers own purchase form, which forms may contain statements, clauses, or conditions modifying, adding to, repugnant to, or inconsistent with the terms and provisions herein contained, are accepted by the Seller only upon condition and with the express understanding that notwithstanding any such statements, clauses, or conditions, contained in any order forms of Buyer, the liabilities of Seller shall be determined solely by its own terms and conditions of sale, and in accepting and consummating any such order Seller shall not be deemed in any way to have changed, enlarged, or modified its liability or obligations as fixed by the terms and conditions of sale stated by Seller herein.

Payment to the Seller of amounts due under this contract shall not be contingent upon, nor shall it be delayed by, prior payment of any insurance claim to a third party by the Buyer or representative thereof.

QUOTATION: Hagerstown Light Department

SCOPE OF WORK INVESTMENT*

TOTAL PROPOSED PRICE = $157,160.42 See Attachment A for Sourcewell pricing breakdown

* Taxes not included in pricing above. If your organization has tax exempt status, please provide tax exempt paperwork.

PRICING POLICY

- Pricing valid for thirty (30) days unless extended by Fidelity Power Systems.
- If bond required, add 2% to total price.
- A service charge of 1.5% per month will be applied to all balances over thirty (30) days unless customer and Fidelity Power Systems mutually agree otherwise.

PAYMENT TERMS & SCHEDULE

- Net 30 days, Fidelity Power Systems retains title to said property and accessories until paid in full.
- Payment Schedule:
  - 50% Due within 30 days of order
  - 40% Due when generator ships from factory
  - 10% Due on day of startup and commissioning

		FIDELITY POWER SYSTEMS	
Signature	_____	Signature	_____
Title	_____	Title	Commercial Sales
Print Name	_____	Print Name	David Alexander
Date	_____	Date	_____

PLEASE SIGN AND RETURN TO:

By Email: davida@fidelity-ps.com

By Mail: Fidelity Power Systems
25 Loveton Circle Sparks,
MD 21152
ATTN: David Alexander

FIDELITY POWER SYSTEMS WILL SIGN AND RETURN A FULLY EXECUTED HARD COPY TO YOU FOR YOUR RECORDS.

FIDELITY
POWER SYSTEMS



THANK YOU

Contact Us

David Alexander
Commercial Generator Sales | Fidelity Power Systems 410-365-2433
davida@fidelity-ps.com

Rehlko

Model: 100REOZJF	**kW:** 100	**Voltage:** 120/240	**Phase:** 3	**Wire:** 4	**Hertz:** 60
Fuel: Diesel	**Cooling:** Radiator		**Configuration:** Outdoor		

Bill of Materials

Qty (1) Generator configured as follows:

Certifications:

- Engine is factory certified to meet EPA Emergency Standby emissions
- UL2200

Options Installed on Generator:

Controller:

- APM603 Full Color Touch Screen Controller with display of all electrical parameters, engine parameters and alarms. Equipped to provide on board paralleling including generator and load management. Utilizes Modbus, Ethernet or Bacnet communication protocols. Integral voltage regulation providing 0.25% voltage regulation
    - Controller options:
        - Dry Contacts I/O module
        - Run Relay
        - Manual Speed Adjust

Enclosure:

- Rehlko factory Sound Attenuated outdoor weather housing, with internally mounted critical silencer designed to reduce ambient noise level to approximately 75 dBA at 23 Feet.

Fuel Tank:

- 209 gallon capacity, sub-base fuel tank UL 142 Listed, double-wall construction, equipped with fuel level gauge, low level alarm, and fuel-in-rupture-basin-alarm.
- Sized to run for 24 hours at 100% load.

Engine Options:

- Electronic Governor
- Steel skid base with end caps and lube oil drain extension
- Initial fill of Lube Oil and Anti-Freeze
- Qty (1) Battery Set with Cables
- Qty (1) Rehlko Battery Charger -installed 10 Amp
- Block Heater
- Alternator Strip Heater

Circuit Breaker

- (1) Square D, 400 amp circuit breaker
    - Electronic LSI trip
    - 100% Rated

Ship Loose Items:

- Qty (1) Remote Emergency Stop
- Qty (1) Remote Annunciator
- Qty (1) Operations and Maintenance Manual (electronic copies available)

Testing and Warranty:

- Certified Factory Test Report
- Factory 0.8 Power Factor Test
- Job Site Delivery - Off loading by Others
    - Generator to be delivered in 1 Piece
    - Unit overall Dimensions: 140"L x 46"W x 89"H
    - Overall weight: 4375 lbs.
- Initial Startup and Customer Demonstration
- Jobsite 2-hour load test with portable resistive load bank – during normal business hours assuming reasonable access **NOTE: If reasonable access is not provided additional costs may apply. A maximum of 50 feet of load bank cables will be brought to the jobsite by Fidelity technician for the purpose of performing the site load bank testing of the generator.**
- Warranty: 1 Year begins on date of start-up

Transfer Switch:

- **(1) Rehlko Automatic Transfer Switch, Model KUP-DFTC-0600S-XS**
  600 amps, 240 V / 60 Hz, 3 pole, 4 wire, NEMA 3R
  Mechanism: Service Entrance Rated Transition: Programmed
  ATS Warranty: 1 Year begins on date of start-up

Sourcewell Pricing Details

Item	List Price	Sourcewell Member Discount	Net Price
Generator set	$59,127.00	32%	$40,206.36
ATS	$23,614.00	30%	$16,529.80
Batteries and O&M's	$950.00	5%	$902.50
Total Freight – all components	$4,000.00	0%	$4,000.00
Start-up, Load Bank Testing, Training	$3,800.00	5%	$3,610.00
Electric Installation	$96,507.35	5%	$91,911.76
		Total Sourcewell Price	**$157,160.42**

Estimated Lead Time for Equipment

Generator – 22-24 weeks from approval and release

ATS – 8-10 weeks from approval and release

Thank you for the opportunity to provide this quotation – David Alexander
Please feel free to contact me with any further inquiries 1-800-787-6000 ext. 2576

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Light - Distribution Line Transformers -- United Utility Supply (Chambersburg, PA) $37,200.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Light_-_Transformers.pdf	Signed Consent Form
CONSENT_DISTRIBUTION_TRANSFORMERS_202411.pdf	CONSENT
United_Utility_Supply_Contract_Extension_FY25.pdf	Contract Extension
SEPT_2024_XFRMR_PRICING.pdf	Quotation

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/19/2024 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Distribution Line Transformers

Account No: 5085001-583008 CIP Control No. _____

Budget Amount: $250,000.00 Account Balance: $95,945.17 Unbudgeted Amount: $0.00

Fiscal Year: FY25 Source of Funds: Electric Utility Capital Funds

Quantity	Description	Value
12	Transformer, Polemount, Single Phase, 50 kVA, 120/240V	$ 37,200.00
	$3,100.00 ea.	
	20 Weeks	
	TOTAL VALUE OF PROJECT $	$ 37,200.00

ABOVE TO BE USED FOR: The transformer units are required to provide electrical power to HLD customers for new services, service upgrades, and maintenance.

RECOMMENDED VENDOR:

Business Name: United Utility Supply (#1876)

Business Address: 21 Sunset Blvd

City/State/Zip: Chambersburg, PA 17202

Bid/Proposal/Quote No.: B1784.23 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval. The blanket contract with UUS was extended through FY25. Individual prices are subject quarterly adjustments.

Nathan Fridinger Digitally signed by Nathan Fridinger Date: 2024.11.03 11:50:22 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 22:47:20 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frank 11/4/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in the FY25 budget

Michelle Hepburn 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Evaluated Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department
One East Franklin Street • Hagerstown, MD 21740
Telephone: 301.766.4142 • Website: www.hagerstownmd.org

May 14, 2024

Scott Shull, Area Marketing Manager
United Utility Supply
271 Sunset Blvd
Chambersburg, PA 17202

Re: B1784.23 Electrical Distribution Transformers

Mr. Schull,

The purpose of this letter is to thank you for your interest in the above referenced proposal and to inform you that the contract is being renewed for another fiscal year at the mutual consent of the City of Hagerstown and United Utility Supply. This is an official notice of the contract extension, not a Purchase Order.

This contract is valid for the period of July 1, 2024 thru June 30, 2025. The City reserves the right to extend this contract on a year-to-year basis with United Utility Supply. This is year one (1) of three (3) possible extensions.

Due to the volatility of the market for raw materials, an updated cost sheet is not necessary until we are ready to place an order.

Once again, thank you for your interest in this bid. If you have any questions, please feel free to contact me at 301-739-8577, ext. 188.

Sincerely,

Tyler French

Tyler French
Procurement Administrator

Jason Bachtell

From: Scott Shull <sshull@uus.coop>
Sent: Monday, August 19, 2024 11:48 AM
To: Jason Bachtell
Cc: Randy Rowles
Subject: RE: Transformer Pricing

Jason,

See costs below:

From: Jason Bachtell <jbachtell@hagerstownlight.org>
Sent: Friday, August 16, 2024 8:15 AM
To: Scott Shull <sshull@uus.coop>
Subject: Transformer Pricing

Good morning Scott,

We're in need of a transformer order and need pricing to begin the ordering process.

Please supply pricing for the following per our standards on file with UUS/ERMCO:

(2) - 300KVA 277/480V 3Ø PAD $17950.00 Part#EO6827A7AIOOK6
(12) – 50KVA 120/240V 1Ø POLE $3100.00 Part#E5901PC2A50AF

Thank you.

Jason M. Bachtell
Electrical Engineering Manager
Phone:
External: 301-790-2600
Internal : 567
Email: jbachtell@hagerstownlight.org
425 E Baltimore St
Hagerstown, MD 21740

www.hagerstownlight.org

DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water Treatment Chemical Chlorine - Univar Solutions, Inc. (Downers Grove, IL) $51,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_Liquid_Chlorine.pdf	Signed Consent Form
CONSENT_WATER_CHLORINE.pdf	CONSENT
WATER_SUPPORT_DOCS_CHLORINE.pdf	SUPPORT DOCS CHLORINE
WATER_SUPPORT_DOCS_CHLORINE_BID.pdf	WATER CHEMICAL BID

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: N/A

Originating Department: Utilities Division (if applicable): Water

Department Director or Manager: Nancy Hausrath

Account/Project Name: FY25 Water Plant Chemicals - Chlorine

Account No: 5270501-559103 CIP Control No. _____

Budget Amount: $200,000 Account Balance: $ 127,750 Unbudgeted Amount: $NA

Fiscal Year: 2025 Source of Funds: Water Operating Funds - FY25

Quantity	Description	Value
20	UNIVAR USA- Liquid Chlorine ($2,575.00/ton)	$ 51,500.00
	ACCOUNT BALANCE AS OF NOV 3, 2024: $127,750.00	
	TOTAL VALUE OF PROJECT	$ $ 51,500.00

ABOVE TO BE USED FOR: Chlorine purchase for November and December 2024. New Chemical Bid will become effective January 1, 2025.

RECOMMENDED VENDOR: Business Name: Univar Solutions, Inc.
Business Address: 3075 Highlands Parkways Suite 200
City/State/Zip: Downers Grove IL 60515-5560

Bid/Proposal/Quote No.: County Bid PUR -1643 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
See Attached Bid Tab		

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Adequate Funds are available in the FY25 Budget.

Tyler Puffenberger — Digitally signed by Tyler Puffenberger Date: 2023.11.15 10:11:40 -05'00'

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath Date: 2024.11.03 22:11:23 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved - TF requested via

Tyler Frey 11/4/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve there is adequate funding available to cover these needed chemical purchases.

Michelle Hepburn 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Water Chemical Bid Recommendation: NOVEMBER & DECEMBER 2024								
Account Number	**FY25 Budgeted**	**Item#**	**Description**	**Estimated Quantity**	**Unit**	**Recommended Vendor**	**Unit Cost**	**Projected Expense**
R.C. Willson Treatment Plant 52-70501								
559103	$ 200,000	1	Liquid Chlorine	20	Ton	Univar Solutions USA, Inc. Morrisville, PA	$ 2,575.00	$ 51,500.00
						TOTAL FOR JAN 2024 - DEC 2024		**$ 51,500.00**

Account Number	FY25 Budget	FY25 Expenses	Description	FY23 Expenses
R.C.Water Treatment Plant 52-70501				
559103	$ 200,000.00	$ 77,250	Liquid Chlorine	$ 215,200.00
PO Balance	**$ -**		**Account Balance**	**$ 122,750.00**

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Brenntag Northeast LLC Reading, PA	Chemrite, Inc. Buford, GA	George S. Coyne Chemical Co, Inc. Croydon, PA	Maryland Chemical Company, Inc. Baltimore, MD	North Industrial Chemicals York, PA	Shannon Chemical Corporation Malvern, PA	Univar Solutions USA, Inc. Morrisville, PA	USALCO, LLC Baltimore, MD
1	Liquid Chlorine (City of Hagerstown)	Cylinder	1-Ton Cylinder	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$2,575.00	No Bid
2	Aqueous Ammonia 19% (City of Hagerstown)	Pound	Pound Bulk	No Bid	No Bid	No Bid	$0.1970	No Bid	No Bid	$0.2921	No Bid
6	Powdered Activated Carbon (City of Hagerstown)	Ton	50-Pound Bag	$5,700.000	$3,480.000	$2,967.31250	No Bid	No Bid	No Bid	No Bid	No Bid
7	Polyaluminum Chloride (PAC) (City of Hagerstown)	Wet Ton	Wet Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$598.00
8	Caustic Soda (Sodium Hydroxide 25%) (City of Hagerstown)	Gallon	Gallon Bulk	$1.190	No Bid	No Bid	No Bid	$1.70	No Bid	$1.2106	No Bid
9A	Sulfuric Acid 93% - 95% (City of Hagerstown)	Gallon	Gallon Bulk	$3.220	No Bid	No Bid	No Bid	$3.37	No Bid	$3.090	No Bid
11	Potassium Permanganate (City of Hagerstown)	Pound	55-Pound Pail	$2.70	$2.51	No Bid	No Bid	No Bid	No Bid	$4.830	No Bid
13C	Hydrofluosilicic Acid (H_2SiF_6) 30% (City of Hagerstown)	Gallon	Gallon Mini Bulk	No Bid	No Bid	$5.92910	No Bid	No Bid	No Bid	No Bid	No Bid
27	Poly-Orthophosphate Solution (SLI-5250)	Pound	Pound Bulk	No Bid	$1.09	No Bid	No Bid	No Bid	$1.3300	No Bid	No Bid
33	Morton Salt (City of Hagerstown)	Pound	Pound Bulk 40-50 Pound Bags	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.470	No Bid

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water and Wastewater: Underground Infrastructure Marking for Distribution and Collections - USIC Locating Services, Inc. (Indianapolis, IN) $100,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_and_Wastewater_-_Underground_Line_Marking.pdf	Signed Consent Form
CONSENT_USIC_INFRASTRUCTURE_MARKING_11192024.pdf	CONSENT
B1773.23_Bid_Tabulation_Report.pdf	BID TAB
Hagerstown_Amendment_(2023-0502).docx	CONTRACT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: NA

Originating Department: Utilties Division (if applicable): Water & Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Underground Infrastructure Marking

Account No: See Below CIP Control No. NA

Budget Amount: $See Below Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 2025 Source of Funds: Water and Wastewater Operating Budget

Quantity	Description	Value
	UNDERGROUND LINE MARKING - WATER	$ 75,000.00
	UNDERGROUND LINE MARKING - WASTEWATER	$ 25,000.00
	5272501-532801 - FY25 Budget: $100,000.00	
	Balance as of November 3, 2024: $76,337.15	
	5472601-532901 - FY25 Budget: $40,000.00	
	Balance as of November 3, 2024: $27,432.21	
	TOTAL VALUE OF PROJECT $	$ 100,000.00

ABOVE TO BE USED FOR: Contract service to perform water and wastewater underground utility locating services per Maryland regualtion (Miss Utility) through June 30, 2025.

RECOMMENDED VENDOR: Business Name: USIC Locating Services, LLC

Business Address: 9045 N River Rd, Suite 200

City/State/Zip: Indianapolis, IN 46240

Bid/Proposal/Quote No.: B1773.23 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Allegheny Utility Solutions, LLC	Belfonte, PA	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS City Bid B1773.23 for HLD was amended to add Water and Wastewater. Per the previous evaluation, USIC was the lowest responsive bidder.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 22:42:48 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 22:42:59 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date 11/4/24

(3) Chief Financial Officer

COMMENTS

Approve there is adequate funding to cover these services.

Signature / Date 11/5/24

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 11/5/24

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

City Of Hagerstown
Finance Department
Tabulation Report

Title: Underground Electric Infrastructure Locating and Marking
No: B1773.23
Deadline Date/Time: 1/10/23 @ 2:00PM
Contact Person: Tyler French

Company Name	Normal locations, including insufficient Notice Locations Total Cost	No Conflict, including insufficient Notice Locations Total Cost	Business Day Emergency Locations Total Cost	Non-Business Day Emergency Locate Requests Total Cost	Vendor Forms	Acknowledged Addendum I	Acknowledged Addendum II
USIC Locating Services, LLC	$2,700.00	$2,250.00	$900.00	$900.00	Yes	No	No
Allegheny Utility Solutions LLC	$2,850.00	$7,875.00	$1,500.00	$2,250.00	Yes	Yes	Yes

AMENDMENT #1
TO
B1773.23 UNDERGROUND ELECTRIC
INFRASTRUCTURE LOCATING & MARKING

THIS AMENDMENT #1 ("Amendment") is entered into this ____ day of May 2023 (the "Amendment Effective Date") by and between USIC Locating Services, LLC ("USIC") and the City of Hagerstown, MD ("Customer"), each a "Party" and collectively, the "Parties." Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement ("Agreement" defined below).

RECITALS

WHEREAS, the Customer awarded USIC the contract for **B1773.23 UNDERGROUND ELECTRIC INFRASTRUCTURE LOCATING & MARKING** effective as of the Letter of Award dated March 6, 2023 (the "Agreement"), pursuant to which USIC provides the labor and equipment necessary to provide Locate Services relative to Locating and Marking Customer's Facilities, whever located; and

WHEREAS, the Parties wish to amend the Agreement, specifically extend the scope of Locate Services by USIC for Customer, update USIC's liability, and update the cost proposal of the Agreement which provides the charges for USIC's Locate Services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree to amend the terms and conditions of the Agreement as follows:

1. Effective as of the Amendment Effective Date, Amendment supplements and amends the scope of services, cost proposal, and limitation of liability of the Agreement.

2. On and after the Amendment Effective Date, the Services relative to locating and marking Customer's Facilities shall be amended to include the Water and Sanitary Sewer as set forth in Exhibit A herein. Exhibit A is attached hereto and incorporated herein by reference.

3. On and after the Amendment Effective Date, the following shall be included within the Contract Provisions as "Section 13 – Limitation of Liability":

    a. **REPAIR COSTS PAYABLE BY USIC SHALL NOT EXCEED $5,000.00 FOR ANY SINGLE INCIDENT OR OCCURRENCE OF DAMAGE TO CUSTOMER'S FACILITIES, SPECIFICALLY WATER AND SANITARY SEWER, REGARDLESS OF THE ALLEGED CAUSE OF THE DAMAGE, REGARDLESS OF THE NUMBER OF FACILITIES DAMAGED IN THE INCIDENT, AND REGARDLESS OF THE ALLEGED SCOPE OR AMOUNT OF THE DAMAGES. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS PROVISION IS NOT INTENDED TO EXPAND OR OTHERWISE IMPOSE LIABILITY ON USIC BUT, RATHER, IS INTENDED TO BE AN ABSOLUTE LIMIT ON USIC'S LIABILITY TO CUSTOMER FOR ANY INCIDENT INVOLVING DAMAGE TO CUSTOMER'S FACILITIES, REGARDLESS OF CAUSE.**

    b. **USIC'S TOTAL LIABILITY TO CUSTOMER UNDER THIS CONTRACT REGARDING DAMAGES TO WATER AND SANITARY SEWER FACILITIES SHALL NOT EXCEED THIRTY THOUSAND DOLLARS ($30,000.00).**

4. On and after the Amendment Effective Date, the cost proposal under the Agreement shall be amended and supplemented in Exhibit B attached and incorporated herein. The Exhibit B shall provide the pricing related to the addition of Water and Sanitary Sewer.

5. Amendment shall be in full force and effect for the entirety of the Agreement and shall renew or terminate pursuant to the terms of the Agreement.

6. Except as expressly provided and amended herein in this Amendment, all terms and conditions of the Agreement shall remain unchanged and in full force and effect unless otherwise terminated in accordance with the terms and conditions of the Agreement. This Amendment together with the Agreement (and any schedules, exhibits, attachments or supplements thereto) constitute the entire agreement between the Parties as to the subject matter of the Agreement and as referenced herein. In the event of a conflict between the terms and conditions hereof and the terms and conditions of the Agreement, the specific terms set forth in this Amendment shall govern the subject matter herein.

7. Each Party represents to the other that the person signing on its behalf has the legal right and authority to execute, enter into, and bind such Party to the commitments and obligations set forth herein.

8. This Amendment may be executed by electronic signature in counterparts (e-mail, facsimile or otherwise). The counterparts each of which shall constitute an original, but all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Amendment #1 to be executed by their duly authorized representatives, each of which shall constitute an original effective as of the Amendment Effective Date.

CITY OF HAGERSTOWN, MD	**USIC LOCATING SERVICES, LLC**
By: _____ (Signature)	By: _____ (Signature)
_____ (Please print)	Sean Lepsky (Please print)
Title: _____	Title: Vice President of Regional Sales
Date 11/3/24	

EXHIBIT A
TO
AMENDMENT #1

As of the Amendment Effective Date, the City of Hagerstown will be adding Water and Sanitary Sewer as additional utilities serviced by USIC under the Agreement known as **B177.3.23 UNDERGROUND ELECTRIC INFRASTRUTURE LOCATING AND MARKING** and awarded to USIC by City of Hagerstown on March 6, 2023.

CDC Code: **COHWS02 – Sanitary Sewer**
CDC Code: **COHW03 –Water**

EXHIBIT B
TO
AMENDMENT #1

USIC Locating Services, LLC will charge for Water and Sanitary Sewer Services identified in Amended Exhibit A under Maryland Pricing Structure as follows:

$21.00	Per Paintable Locate
$60.00	After Hours / Emergency
$5.00	No Conflict Locate

Email Invoices to: invoices@hagerstownlight.org

USIC shall render invoices and statements to Customer on a monthly basis. Each statement shall be paid by Customer within thirty (30) days of receipt of correct invoice by Customer.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater Treatment Plant Improvements - SCADA - AutomaTech (Plymouth, MA) $40,634.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_SCADA_Hardware_and_Software.pdf	Signed Consent Form
CONSENT_AUTOMATECH_CYBER_SECURITY.pdf	CONSENT
AUTOMATECH_FORTINET_SOLUTION_QUOTE.pdf	QUOTE AUTOMATECH

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Plant Improvements - SCADA

Account No: 5485001-5830 CIP Control No. C0584

Budget Amount: $ ~~1,994,239.00~~ 6,000,000 Account Balance: $ 4,717,454 Unbudgeted Amount: $ NA

Fiscal Year: 2025 Source of Funds: Wastewater Restricted Cash (CIP)

Quantity	Description	Value
	SCADA Hardware and Software - Cyber Security	$ 40,634.00
	ACCOUNT BALANCE AS OF11/3/2024: $717,454.05	
	TOTAL VALUE OF PROJECT	$ $ 40,634.00

ABOVE TO BE USED FOR: Hardware and Software for the Wastewater Treatment Plant to meet requirements for the Maryland Modernization Act for Vulnerability and cyber security. Sole Soure/Preferred Vendor - Compatibility with existing SCADA System.

RECOMMENDED VENDOR:

Business Name: AutomaTech (Vendor 2217)

Business Address: 138 Industrial Park Road

City/State/Zip: Plymouth, MA 02360

Bid/Proposal/Quote No.: Prefered Provider Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY25 Capital Budget - Project C0584 WWTP Improvements.

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 21:42:39 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath Date: 2024.11.03 21:42:55 -05'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

11/4/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in FY25 budget to cover these items.

11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

11/5/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

AutomaTech
We Make Plant Information Flow
138 Industrial Park Road Plymouth, MA 02360
Ph: (508) 830-0088 Fax: (508) 830-0111
www.automatech.com

QUOTATION

Number	145328-0
Revision	10/16/2024 16:38:16
Quote Date	10/16/2024
Page	1

Freight & taxes not included.
Orders ship FOB Factory.

Bill to: City of Hagerstown Water Production
51 West Memorial Blvd.
Water Department - Admin
Water Fund
Hagerstown, MD 21740

Ship to: City of Hagerstown Water Production
151 Park Ave.
ATTN: Duane Bartles
Hagerstown, MD 21740

Presented To	Salesman	Quoted By	Terms	Ship Via	Job/Rel #
DUANE BARTLES	DQ	Meg Tinsley	Net 30 Days	FOB Factory	Fortinet Solution-HW-D

Quantity	U/M	Item #	Description	Price	Extension
1	EA	FG-200G-BDL-809-12	FortiGate-200G Hardware plus 1 Year FortiCare Premium and FortiGuard Enterprise Protection	$12,210.00	$12,210.00
1	EA	FC-10-FG2HG-159-02-12	FortiGate-200G 1 Year FortiGuard OT Security Service (OT dashboards and compliance reports, OT application and service detection, OT vulnerability correlation, OT virtual patching, OT signatures - Application Control and IPS rules)	$1,320.00	$1,320.00
1	EA	FAZ-VM-GB5	FortiAnalyzer-VM Upgrade license for adding 5 GB/Day of Logs.	$2,277.00	$2,277.00
6	EA	FP-10-PS001-801-01-01	Remote Resource Service (FortiCare Contract) Per Day Charge for Remote Resource Service (FortiCare Contract)	$3,300.00	$19,800.00
1	EA	FC1-10-LV0VM-159-02-12	FortiAnalyzer-VM OT Security Service 1 Year OT Security Service including advanced OT analytics, risk and compliance reports, event handlers, and use-case correlation rules (for 1-6 GB/Day of Logs)	$911.00	$911.00
1	EA	FC1-10-LV0VM-248-02-12	Fortinet FortiCare 24x7 Comprehensive Support Extended Service Agreement	$607.00	$607.00
2	EA	FS-124F-FPOE	FortiSwitch-124F-FPOE L2+ managed POE switch with 24GE + 4SFP+, 24port POE with max 370W limit and smart fan temperature control	$1,595.00	$3,190.00
2	EA	FC-10-S124F-247-02-12	FortiSwitch-124F-FPOE 1 Year FortiCare Premium Support	$159.50	$319.00
1	EA	COMMENTS-AUT	ORDERING INSTRUCTIONS If payment terms have been set up, please make purchase order made out to AutomaTech and emailed to orders@automatech.com. Please include full end user contact information for registration and reference quote number above.	$0.00	$0.00

SubTotal	$40,634.00
Total	$40,634.00

Due to the current global supply chain challenges, pricing on hardware quotes is valid for 14 days.
Software quotes are valid for 30 days.
Pricing and availability are subject to change without notice.
Once confirmed hardware orders may be non-cancelable,
non-returnable or may be subject to a cancellation fee.
Invoices paid with credit card will be subject to 5% fee. Fee may

be waived if invoice is paid at time of order.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater Treatment Chemical Ferric Chloride - Kemira Water Solutions, Inc. (Laurence, KS) $28,912.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Ferric_Chloride.pdf	Signed Consent Form
CONSENT_WASTEWATER_FERRIC.pdf	CONSENT
WASTEWATER_SUPPORT_DOC_FERRIC.pdf	WWTP SUPPORT DOC
WASTEWATER_SUPPORT_DOCS_FERRIC_BID.pdf	WWTP CHEMICAL BID SUMMARY

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 19, 2024 Special Session Date: N/A

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Tyler Puffenberger

Account/Project Name: FY25 Wastewater Plant Chemical Purchase - Ferric Chloride

Account No: 5471501-559105 CIP Control No. _____

Budget Amount: $120,000.00 Account Balance: $58,004 Unbudgeted Amount: $_____

Fiscal Year: 2025 Source of Funds: Wastewater Operating Funds FY25

Quantity	Description	Value
25	KEMIRA WATER SOLUTIONS INC.- Ferric Chloride ($1,156.48/ton)	$ 28,912.00
	ACCOUNT BALANCE AS OF NOV 3, 2024: $58,004.22	
	TOTAL VALUE OF PROJECT $	$ 28,912.00

ABOVE TO BE USED FOR: Ferric Chloride for November and December 2024. New Chemical Bld will become effective in January 2025.

RECOMMENDED VENDOR:

Business Name: Kemira Water Solutions, Inc.

Business Address: 4321 W 6th Street

City/State/Zip: Laurence, KS 66049

Bid/Proposal/Quote No.: County Bid PUR -1643 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
See Attached Bid Tab		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Adequate funds are available in the FY25 Wastewater Operating Budget.

Tyler Puffenberger Digitally signed by Tyler Puffenberger Date: 2023.11.15 10:11:40 -05'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - TS requested W9

Tyler Fraer 11/14/24

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - There is adequate funding in FY25 budget

Michelle Hepburn 11/5/24

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 11/5/24

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Wastewater Chemical Bid Recommendation: November and December 2024								
Account Number	**FY25 Budgeted**	**Item#**	**Description**	**Estimated Quantity**	**Unit**	**Recommended Vendor**	**Unit Cost**	**Projected Expense**
Wastewater Treatment Plant 54-71501								
559105	$ 120,000	3	Ferric Chloride	25	Dry Ton	Kemira Water Solutions, Inc. Lawrence, KS	$ 1,156.48	$ 28,912.00
						TOTAL NOV AND DEC 2024		$ 28,912.00

Account Number	**FY25 Budget**	**FY25 Expenses**	**Description**	**FY23 Expenses**
Wastewater Treatment Plant 54-71501				
559105	$ 120,000	$ 56,540	38% Ferric Chloride	$ 94,240
Purchae Order Balance	$ 5,455.47		Account Balance:	$ 58,004.22

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Brenntag Northeast LLC Reading, PA	George S. Coyne Chemical Co, Inc. Croydon, PA	Kemira Water Solutions, Inc. Lawrence, KS	North Industrial Chemicals York, PA	Norweco, Inc. Norwalk, OH	Premier Magnesia, LLC Waynesville, NC	PVC Technologies, Inc. Detroit, MI	Univar Solutions USA, Inc. Morrisville, PA
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	$1,156.480	No Bid	No Bid	No Bid	$1,224.00	No Bid
23	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon Drum	No Bid	No Bid	No Bid	$1.400	No Bid	No Bid	No Bid	No Bid
24	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	$3.4920	No Bid	No Bid
25	Methanol (mark-up over Methanex Index for September 2023) (City of Hagerstown)	Gallon	Gallon Bulk	$0.130	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	$0.180
32	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	$19.030	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program - The Dog House

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
111924_RS_MainStreetStartupGrant.pdf	Memo: Subrecipient Grant Agree Main Street Startup

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 19, 2024

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program**

Charter Amendment	__
Code Amendment	__
Ordinance	__
Resolution	X
Other	__

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to applicant(s) identified on the attached list with the award amount shown. The Mayor and City Council also approve the template subrecipient grant agreement for the program.

Following the approval of the Resolution identifying this recipient, and future Resolution(s) for all future recipient(s), staff are authorized to execute the Subrecipient Grant Agreement according to the attached template. The deadline for each will be 10/30/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Community and Housing Development (DHCD).

DATE OF INTRODUCTION:	11/19/2024
DATE OF PASSAGE:	11/19/2024
EFFECTIVE DATE:	11/19/2024

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: November 8, 2024

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

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At the November 19, 2024 Regular Session, staff have put forth a recommendation the Main Street Startup Grant Review Committee recommends for approval for the Main Street Startup Grant program.

As a reminder, the Main Street Startup Grant program guidelines and application forms were approved by Mayor and City Council during the August 27, 2024 Regular Session. This program aims to lower the barriers that may prevent entrepreneurs from opening or expanding their small business, increase their chances of success in the early stages of operation, and assist in filling currently vacant storefronts within the Mainstreet District of our Downtown – which is part of the City's Sustainable Communities Area.

Staff were awarded $300,000 in Project Restore funding from the Maryland Department of Community and Housing Development (DHCD), with a maximum award amount of $50,000 per applicant. This is the first application to be received and recommended by the Review Committee for a utilization of the grant funding.

Staff seek approval to move forward with entering into a subrecipient agreement with the recommended applicant.

Attachments:

1. Required Motion
2. Required Resolution
3. Summary of Recommended Award
4. Awardee Subrecipient Agreement
5. Main Street Startup Grant Guidelines & Application Forms
6. Grading Matrix

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Community & Economic Development

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF SUBRECIPIENT GRANT AGREEMENTS FOR THE SUPPORT OF ELIGIBLE PROGRAMS BETWEEN THE CITY OF HAGERSTOWN AND VARIOUS NEW AND EXPANDING FOR-PROFIT ENTITIES ENUMERATED HEREIN

RECITALS

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering $350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received a grant in the amount of $300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of "Negative Economic Impacts: Assistance to Small Businesses," and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

(1) _Jovann Carter – The Dog House - $35,946

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient subject to the terms and conditions of the City's receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for Project activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
Tekesha Martinez, Mayor

Date of Introduction: November 19, 2024
Date of Passage: November 19, 2024
Effective Date: November 19, 2024

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Summary of Recommended Main Street Startup Grant Award

Name: Jovann Carter – The Dog House

Address: 20 Public Square

Award Amount: Up to $35,946

Deadline: 10/30/2025

Description: Expansion of existing downtown City business into a vacant commercial space of 4+ years. Business will be occupying 2,100sqft of commercial space and has plans for an outdoor patio for dining for its patrons. Application is for the business rental assistance associated with expanding into the new commercial space and replacement of non-working equipment. The award of the grant will allow for the business to lower associated costs with expanding their business and operations in the downtown.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, [SUBRECIPIENT 1], AND
[SUBRECIPIENT 2]

This Agreement is entered into as of this _____ day of **_____, 2024** by and between the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), [**NAME OF PROPERTY OWNER**], (“herein called “SUBRECIPIENT 1” or “PROPERTY OWNER”) and [**NAME OF BUSINESS],** ("herein called the “SUBRECIPIENT 2" or “BUSINESS”). SUBRECIPIENT 1 and SUBRECIPIENT 2 are sometimes hereinafter referred to collectively as the “SUBRICIPIENTS” or the “SUB-GRANTEES.” The SURECIPIENTS and the CITY are sometimes hereinafter referred to collectively as the “PARTIES.”

WHEREAS, the CITY has received a grant in the amount of $300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering $350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the PROPERTY OWNER is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the PROPERTY OWNER has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, the BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main

Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL
   The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE
   The Subrecipients shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

   A. Business Rental Assistance paid directly to the Property Owner with a commitment from the business to occupy the space for a minimum of one (1) year.
   B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET
   The City shall disburse the PROPERTY OWNER its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

   The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

   Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Application Form and Development Plan which is incorporated into this agreement as Exhibit C, attached hereto and incorporated herein. unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

   Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the Subrecipients shall provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement**. Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipients by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipients within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN	SUBRECIPIENT 1 PROPERTY OWNER
Christopher Siemerling Economic Development Specialist	_____ Title -

City of Hagerstown

14 N. Potomac Street, Suite 200A
Address

Hagerstown, Maryland 21740
City, State and Zip

Telephone: 301-739-8577 ext. 822

Email: csiemerling@hagerstownmd.org

SUBRECIPIENT 2
BUSINESS OWNER

_____
Title -
[NAME OF BUSINESS]

_____
Address

_____
City, State and Zip

Telephone: _____

Email: _____

[NAME OF PROPERTY OWNER]

_____
Address

_____
City, State and Zip

Telephone: _____

Email: _____

7. GENERAL CONDITIONS

A. General Compliance
The Subrecipients agree to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor
Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipients will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipients are an independent contractor.

C. Hold Harmless

The Subrecipients will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipients' performance or nonperformance of the services or subject matter called for in this Agreement.

"Sub-grantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement."

D. Workers' Compensation

The Subrecipients shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit D, attached hereto and incorporated herein.

F. Funding Source Recognition

The Subrecipients shall insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Except as set forth in any duly executed amendment, such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipients from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipients.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if one or both of the Subrecipients materially fail to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipients to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipients, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards
   The Subrecipients agree to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles
   The Subrecipients will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained
   The Subrecipients shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

   a. Records providing a full description of the project budget and expenditures for eligible activities;

b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
c. Records required to determine the eligibility of activities;
d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention
All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipients for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Data
The Subrecipients shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure
The Subrecipients understand that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipients' responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts
The Subrecipients' obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

this Agreement shall remain in effect during any period that the Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipients expends $750,000 or more in a year in Federal awards, the Subrecipients shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of Subrecipients as set forth hereinabove. The City and Subrecipients reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the

names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

Quarter End Date	Subrecipient Due Date
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipients agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.§1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

The Subrecipients will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipients from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipients will take appropriate steps to assure compliance.

The Subrecipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipients covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipients further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipients does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipients for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENTS have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT
BY AND THROUGH
THE MAYOR AND CITY COUNCIL OF
HAGERSTOWN

By: Christopher Siemerling

Title: Economic Development Specialist

Date: _____

PROPERTY OWNER
[SUBRECIPIENT 1]

By: _____

_____

Title: _____

Date: _____

[SUBRECIPIENT 2]
BUSINESS

By: _____

_____

Title: _____

Date: _____

Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of $50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
  - Applicant/Project Need,
  - Viability of Business Plan/Business Experience & Capacity,
  - Economic Impact of the Project,
  - Proximity to Public Square,
  - Renovation Budget,
  - Square Feet Being Leased,
  - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A $10,000 grant would require a match of at least $10,000 for a total project cost of $20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to $50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

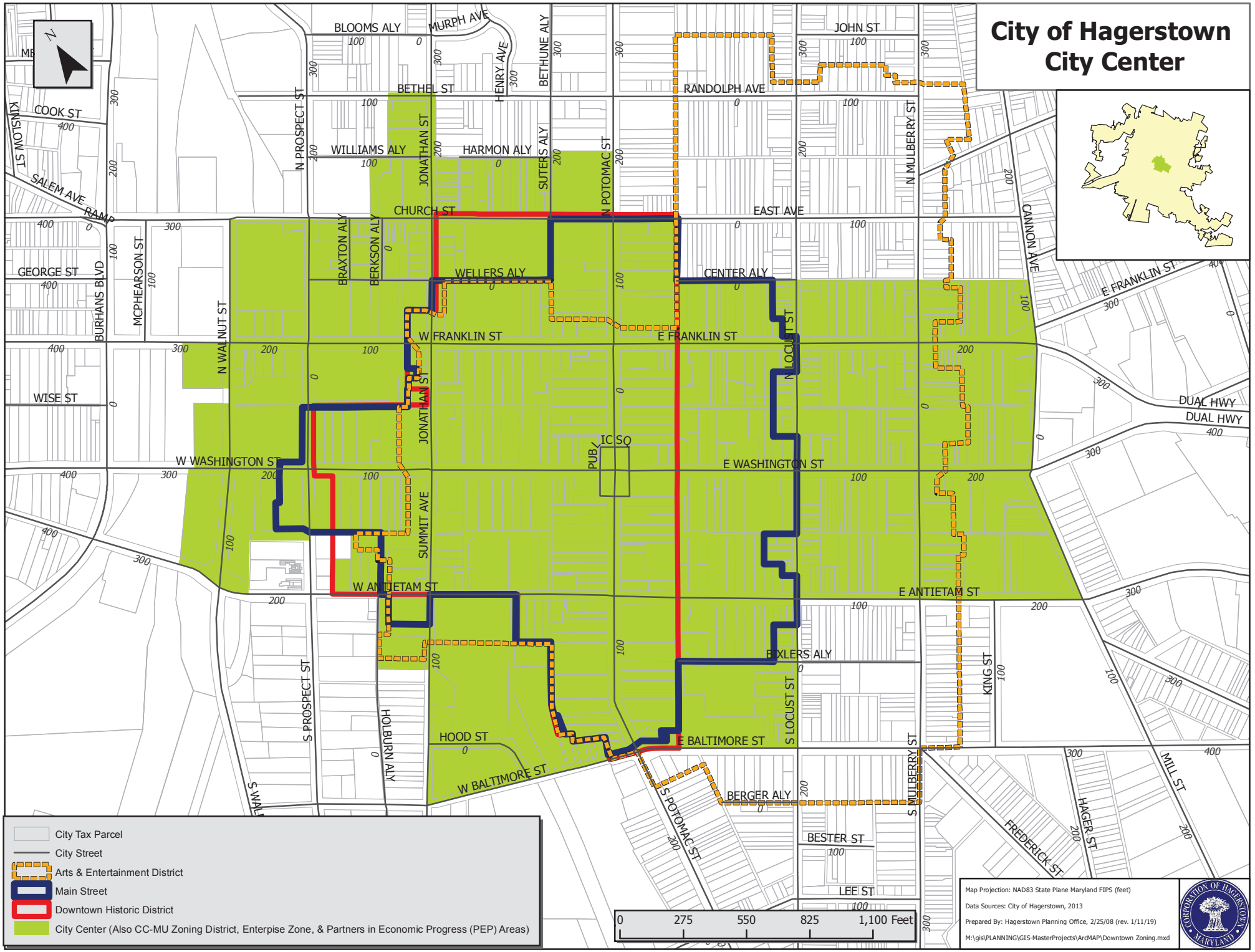
- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dced@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed and approved by a cross-department review committee, and are reviewed on a first-come, first-served basis.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope of timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

Please direct questions to:

Department of Community & Economic Development
City of Hagerstown
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: **dced@hagerstownmd.org**


City of Hagerstown
City Center
BLOOMS ALY
MURPH AVE
HENRY AVE
BETHUNE ALY
JOHN ST
BETHEL ST
RANDOLPH AVE
N PROSPECT ST
JONATHAN ST
SUTERS ALY
N POTOMAC ST
N MULBERRY ST
COOK ST
KINSLOW ST
WILLIAMS ALY
HARMON ALY
SALEM AVE RAMP
CHURCH ST
EAST AVE
CANNON AVE
BRAXTON ALY
BERKSON ALY
GEORGE ST
BURHANS BLVD
MCPHEARSON ST
WELLERS ALY
CENTER ALY
E FRANKLIN ST
N WALNUT ST
W FRANKLIN ST
N LOCUST ST
WISE ST
DUAL HWY
PUBLIC SQ
W WASHINGTON ST
E WASHINGTON ST
SUMMIT AVE
W ANTIETAM ST
E ANTIETAM ST
BOXLERS ALY
KING ST
S PROSPECT ST
HOLBURN ALY
S LOCUST ST
HOOD ST
E BALTIMORE ST
W BALTIMORE ST
S MULBERRY ST
MILL ST
BERGER ALY
S POTOMAC ST
HAGER ST
FREDERICK ST
BESTER ST
LEE ST
City Tax Parcel
City Street
Arts & Entertainment District
Main Street
Downtown Historic District
City Center (Also CC-MU Zoning District, Enterpise Zone, & Partners in Economic Progress (PEP) Areas)
0 275 550 825 1,100 Feet
Map Projection: NAD83 State Plane Maryland FIPS (feet)
Data Sources: City of Hagerstown, 2013
Prepared By: Hagerstown Planning Office, 2/25/08 (rev. 1/11/19)
M:\gis\PLANNING\GIS-MasterProjects\ArcMAP\Downtown Zoning.mxd
CORPORATION OF HAGERSTOWN MARYLAND

MAIN STREET STARTUP GRANT
Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: $_____

Grant Request Amount (Max $50,000): $_____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)
Vacant Since _____(month/year)

Terms of Lease:

Lease Start Date: _____Number of years: _____

How many new jobs will be created within 2 years of the project's completion? ____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	**Total**	**Business Owner**	**Grant Funding**
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
  - Description of the Project including renovations, improvements, and upgrades to existing facilities;
  - Description of planned occupancy; and
  - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
  - Information on the team completing the project, including:
    - Business Owner(s)
    - Property Owner(s)
    - Architects
    - Contractors
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:
By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

_____ _____

Applicant's Signature *Date*

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dced@hagerstownmd.org

	MAIN STREET STARTUP GRANT EVALUATION SHEET	
	Applicant :	
	Evaluated by:_____	
	CRITERIA:	
		Score
1	Prior entrepreneur business experience (if applicable) and renovation/adaptive re-use of commercial spaces. Capacity to accomplish project. (5 = Very Experienced; 1 = No Experience)	
2	Viability of business plan & capacity. (5 = Very Viable/Capable; 1 = Low Capability)	
3	Economic Impact of the Project (5 = Significant Impact; 1 = No Impact)	
4	Condition of the Building/Rectifying of Code Violations (5 = Severe Dilapidation/Significant Upgrades Required; 1 = Minimally Distressed/Few Upgrades Required)	
5	Renovation budget and scale of the project (5 = High $ Investment and Significant Upgrades; 1 = Minimal Investment and Non-impactful Upgrades)	
6	Proximity to Public Square. (5= On/Immediately Adjacent to Public Square; 1 = Boardering the Outskirts of the Main Street District)	
7	Square Feet Being Lease of the Space (5 = 4,000sqft or more; 1 = 750sqft or less)	
8	Length of Vacancy (5 = Long-Term Vacancy; 1 = Recently Vacant)	
9	Additional consideration will be given for any proposal that includes a speciality or "unique" business concept. (5 = Yes; 4 = No)	
10	Additional consideration may be given for any other factors that are in the best interest of the City of Hagerstown. (Discussion)	
	Total:	0

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Two (2) Full-time Positions: Support Services Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
11.19.24_Motion_for_Supp_Svcs_Positions_(003).pdf	Motion - Support Services Additional Positions

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 19, 2024

TOPIC: **Approval of two (2) full-time positions: Support Services Department**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	___X___

MOTION:

I hereby move for Mayor and Council to approve adding two (2) Support Services Specialist positions. These positions are necessary to ensure continued customer support levels and address workload changes. These positions will be funded across all applicable funds including: General, Electric, Water, Wastewater, and Stormwater.

DATE OF PASSAGE: 11/19/2024
EFFECTIVE DATE: 11/19/2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of the Execution of the Formal Collaboration of Maryland Municipal Electric Utility Alliance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MMEUA_Packet_20241119.pdf	New Business Packet

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 19, 2024

TOPIC: **Approval of the Execution of the Formal Collaboration of Maryland Municipal Electric Utility Alliance**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for Mayor and Council to approve the execution of the Formal Collaboration of Maryland Municipal Electric Utility Alliance.

DATE OF PASSAGE: November 19, 2024

CITY OF HAGERSTOWN, MARYLAND

Hagerstown Light Department
425 E Baltimore St • Hagerstown, MD 21740
Telephone: 301-790-2600
Website: www.hagerstownlight.org

November 5, 2024

To: Scott Nicewarner, City Administrator
Nancy Hausrath, Director of Utilities

From: Nathan Fridinger, Electric Operations Manager

Subject: Formation of Maryland Municipal Electric Utility Alliance (MMEUA)

Action: Approval of the execution of the Formal Collaboration of Maryland Municipal Electric Utility Alliance

Legislative and regulatory acts have been monitored by representatives from each municipal electric company ("Muni") in the State of Maryland, which includes Hagerstown, Easton, Thurmont, Williamsport, and Berlin, to collectively review proposed policies, discuss strategy, and plan goals to serve in the best interest of their communities to dampen financial burden to our customer base. Most notably, during the 2021 session, the Muni's assisted with drafting Senate Bill 53 that introduced a cap to the Solar renewable energy requirement imposed by the State. This bill continues to provide substantial cost savings to our customers each year.

Because the five municipal electric utilities in four of the twenty-three Maryland Counties represent a small footprint, energy bills are often drafted without the municipal utility in mind. Forming the Maryland Municipal Electric Utilities Alliance ("MMEUA") is recommended to enhance the representation of the Muni's during legislative matters. Hagerstown's participation will help maintain the efforts put forth by promoting municipal utility awareness so that our best interests are not lost in goals best suited for Investor-Owned or Cooperative utilities.

A copy of the Articles of Formal Collaboration is attached.

Articles of Formal Collaboration
of
Maryland Municipal Electric Utility Alliance (MMEUA)

The five municipal Electric Utilities operating in the State of Maryland have voluntarily and formally aligned themselves under the following agreement. Collectively, these five utilities have shared interests and joint positions affecting the operational and financial aspects of operating an Electric Utility in the State of Maryland.

PURPOSE

The purpose of this Alliance is to create solutions to problems by any means including legislative efforts affecting the operation of municipal electric systems, to work for the general improvement of ratepayer systems through cooperative efforts, to encourage cooperation between officials and employees of member systems, and to promote the exchange of ideas and experiences and successful methods of efficient operation and management of such systems. To achieve this purpose, this Alliance may undertake any endeavor, project, undertaking, or other effort deemed by this Alliance to be appropriate, including any endeavors, projects, undertakings, or other efforts directly related to municipal electric systems for municipal operations.

NAME

The existing five Municipal electric companies, Town of Berlin Electric, Easton Utilities Electric, City of Hagerstown- Light Department, Town of Thurmont Electric, and Town of Williamsport Electric, also known as the Maryland Municipal Electric Utilities operating in the State of Maryland wish to create the Maryland Municipal Electric Utility Alliance (MMEUA).

TERM OF EXISTENCE

The Maryland Municipal Electric Utility Alliance (MMEUA) is a voluntary alliance that includes all Maryland Municipal Electric Utilities unless a utility specifically requests, in writing, that the alliance no longer include their organization. The Alliance shall exist so long as there are three participating member utilities.

MEMBERSHIP

“Member” shall refer to each municipality. Each member may nominate up to three representatives. Representatives shall be designated by each member municipality for the December annual meeting. Each member municipality, regardless of the number of participants at each meeting, will only have one vote.

This alliance does not contemplate pecuniary gain or profit to the members or representatives thereof. The alliance organized under this agreement commits to voluntary participation for no financial gain or compensation. Membership shall have no annual cost for all participants. Those participating must, in good faith, represent the municipal utility operations in the State of Maryland and in the respective aspects of financial and legislative impact for ratepayers. At times the group may engage and share in costs associated with joint services received regardless of rate recovery. To incur any costs on behalf of the alliance, unanimous consent shall be provided by the MMEUA Members and a percentage-based calculation will be used to allocate these costs to each Member based on the “Number of Customers” served on each Member’s most recently recorded EIA-861 Form.

All participating utilities shall be provided with an equal voice on all issues, and, except as to incurring of costs as set forth in the previous paragraph, a simple majority may engage in any effort representing the group at large. Any member may dissent or abstain from issues as they see fit to represent their unique interests. Only issues passed or adopted by a majority of the Alliance shall be represented as the MMEUA position; otherwise, they will be presented as a position of the individual utility.

OFFICERS

The alliance affairs shall be managed by a board of directors, as specified herein. The board shall consist of a President, a Vice President/President-Elect, and a Secretary.

The President shall serve as the presiding officer during MMEUA meetings and events. In the President's absence, the Vice President shall assume the president's responsibilities.

The Vice President and Secretary of the alliance shall be elected at the December annual meeting by the regular members. Vacancies in such offices may be filled by appointment by the board until the next annual meeting. No municipality may occupy more than one officer position.

The officers shall have such duties, responsibilities, and powers as provided in the bylaws or Maryland statutes. The number of directors may be increased or decreased from time to time by the amendment to the bylaws.

To seek nomination as an officer, a candidate must be a qualifying member of the organization in good standing. Officers must regularly attend meetings and may miss no more than two consecutive meetings.

BYLAWS

The initial board shall adopt any bylaws deemed necessary to continue to

represent the purpose of the Alliance. The bylaws shall be attached to this article of formal collaboration and reviewed and maintained as requested. Amendments to the bylaws shall be produced by the board and submitted in writing to the members thirty (30) days prior to any meeting at which the amendments will be voted upon. Amendments to the bylaws shall require the approval of the simple majority of members in good standing present at such a meeting. Three members of separate municipalities participating in a scheduled meeting shall create a quorum for voting purposes.

AMENDMENTS

Amendments to these articles and any bylaws shall be proposed by the board and submitted in writing to the regular members at least 30 days before an annual or special meeting at which the amendments are to be voted upon. Amendment to these articles should require the approval of the majority of regular members in good standing present at such meeting (i.e., no more than five votes may be cast at a given time, one from each member municipality).

MEETING AND VOTING

The alliance shall have monthly meetings scheduled by the board to maximize the members' participation. These meetings, at a minimum, shall provide a platform to interact on issues affecting the alliance. During all weeks of a Maryland Legislative session, the board may organize weekly calls with the secretary, providing legislative tracking and positions decided on all legislation for review. There shall only be one vote by each municipality. The final decision on all positions shall be recorded and distributed to all members in writing.

SIGNATORIES

In witness whereof, we, the undersigned, constituting the Members of this alliance, have executed these articles of formal collaberation.

Town of Berlin:

Printed Name	Mayor/Chief Elected Official
Signature	Date

Town of Easton:

Printed Name	Mayor/Chief Elected Official
Signature	Date

City of Hagerstown:

Printed Name	Mayor/Chief Elected Official
Signature	Date

Town of Thurmont:

Printed Name	Mayor/Chief Elected Official
Signature	Date

Town of Williamsport:

Printed Name	Mayor/Chief Elected Official
Signature	Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Noise Ordinance Exemption - Hagerstown Boxcars - December 7, 2024 and Krumpe's Donut Drop - December 31, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Noise_Ordinance_Exemption_for_Fireworks_-_Hagerstown_Flying_Boxcars_11-19-24.pdf	Motion - Noise Ordinance Exemption

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 19, 2024

TOPIC: **Approval of an Exemption from City Code Chapter 155, Noise**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for the approval of an exemption from the City Code, Chapter 155, Noise. This exemption is being granted in accordance with Section 155-5, M. to the Hagerstown Flying Boxcars for two separate fireworks displays to be held at Meritus Park on the following dates:

1. December 7, 2024 – Private Event
2. December 31, 2024 – Krumpe's Donut Drop 2024

In addition to the exemption, permits for fireworks from the Hagerstown Fire Marshal's office is required.

DATE OF PASSAGE: November 19, 2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Federal Lobbyist Contract with The Ferguson Group

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_The_Ferguson_Group.pdf	Motion - The Ferguson Group

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 19, 2024

TOPIC: **Approval of Federal Lobbyist Contract with The Ferguson Group**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for Mayor and Council approval of a contract and agreement with The Ferguson Group to represent the City of Hagerstown as Federal Lobbyists for items of interest specific to the City.

The term of the agreement is January 1, 2025 to December 31, 2025, in the amount of $ 72,000.00 to be covered in the General Fund Legal Department operating budget.

DATE OF PASSAGE: 11/19/2024

AGREEMENT
FOR
FEDERAL ADVOCACY SERVICES

Pursuant to this Agreement, the City of Hagerstown, MD (hereinafter referred to as "the client") and The Ferguson Group, L.L.C. ("TFG"), agree to assume the following obligations:

1. OBLIGATIONS OF TFG:

TFG will:

Act as a Washington Representative to the client in Washington, D.C.

A. Represent the client on legislative and regulatory matters impacting the client specifically.

B. Confer with the client and its designees at the times and places mutually agreed to by the client and TFG. This will be done on all organizational planning and program activity related to the Federal Agenda and that which has a bearing on the ability of the client to make the best use of federal program resources.

C. Coordinate with the client and its designees to develop a comprehensive strategic plan for legislative and regulatory priorities.

D. Review federal legislation under consideration, federal executive proposals, proposed administrative rules and regulations and other federal developments for the purpose of advising the client of those items that may have a bearing on the client's policies or programs.

E. Notify the client of opportunities for federal funding and relay information necessary for securing those funds.

F. Secure and furnish such detailed information as may be available on federal issues in which the client indicates an interest.

G. Review and comment on proposals of the client, which are being prepared for submission to federal agencies, when requested to do so by the client.

H. Assist the client in drafting legislation and congressional testimony.

I. Identify, develop, and cultivate on-going relationships with key congressional officials and staff members.

J. Assist the congressional delegation in any matter that is in the best interest of the client and in the same manner as any other member of the client's staff might render assistance.

K. Counsel with the client and prepare briefing materials and/or conduct briefings for the client's representatives who are preparing to meet with Members of Congress, testify before congressional committees and administrative agencies, and conduct other client business, or attend national conferences.

L. Review and assist in developing the client's Federal Agenda.

M. Consult the client's elected officials and government affairs team on federal legislative affairs.

N. Alert the client to relevant federal and foundation competitive grant opportunities.

O. Cultivate relationships with federal agencies, garner congressional support, and provide every other level of support needed to improve the client's ability to obtain competitive grants.

P. Assist with drafting legislation.

Q. Arrange appointments (and accommodations when requested) for the client's officials to facilitate the efficient and effective performance of the client's business while in Washington, D.C.

R. Submit periodic reports providing the latest information on issues of interest to the client.

2. OBLIGATIONS OF THE CLIENT:

A. The client will contract with TFG for a period of twelve (12) months from January 1, 2025 to December 31, 2025.

B. The contract amount is $72,000, payable in advance in equal monthly installments of $6,000, and will be subject to a 5% increase in subsequent contract years.

C. The client will reimburse TFG for expenses, not to exceed $1,000 for the contract period, for (1) all travel expenses incurred pursuant to paragraph 1; (2) all travel and incidental expenses for attendance at meetings by TFG outside of Washington, D.C., at the request of/approval of the client; and (3) incidental expenses incurred in the course of conducting the client's business.

D. Advise TFG of the name or names of persons authorized to request service by TFG and the person or persons to be kept advised by TFG.

E. Supply TFG with a summary of all federal issues in which the client has interests and advise TFG of any new developments, together with the pertinent details as to the substance of such developments.

F. Supply TFG with copies of budgets, planning documents, and regular reports of the client's agenda and proceedings, newspapers and other materials to assist TFG in keeping current on the client's policies and programs.

3. THE CLIENT AND TFG CONCUR THAT THE FOLLOWING EXCLUSIONS SHALL APPLY TO THIS AGREEMENT:

TFG will not:

A. Represent the interest of local constituents of the client in pursuit of federal business.

B. Represent the client before congressional committees or in any judicial or quasi-judicial hearing conducted by hearing boards or examiners of federal agencies, boards, or commissions.

C. Perform any legal, engineering, accounting, or other similar professional services.

4. Either party may terminate this agreement at any time by giving the other at least thirty (30) days' notice in writing of such termination.

This Agreement shall take effect on the 1st day of January 2025, through the 31st day of December 2025.

THE FERGUSON GROUP, L.L.C.	THE CITY OF HAGERSTOWN, MD
_____	_____
W. Roger Gwinn Chief Executive Officer	Scott Nicewarner City Administrator

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Application for FY2026 Program Open Space Funding

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Application_for_FY_2026_POS_Funding.pdf	Motion - Application for FY26 POS Funding

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: November 19, 2024

TOPIC: **APPROVAL OF APPLICATION FOR FY 2026 PROGRAM OPEN SPACE FUNDING**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of an application to Washington County Government requesting Fiscal Year 2026 Program Open Space (POS) development funding for improvements to the City's recreational facilities. The requested POS share of the projects is as follows:

1. Reconstruct Hole No 5 at The Greens at Hamilton Run Golf Course: $112,500
2. Construct a pickleball court at Fairgrounds Park: $180,000
3. Replace the roof of the Train Museum: $13,500

Date of Introduction:	November 19, 2024
Date of Passage:	November 19, 2024
Effective Date:	November 19, 2024

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: October 30, 2024

SUBJECT: Program Open Space Annual Grant Program

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking direction and approval from the Mayor and Council on recommendations for the Program Open Space (POS) grant funds for Fiscal Year 2025 - 2026 and beyond.

DISCUSSION

POS is a grant through the Maryland Department of Natural Resources (DNR). DNR places the responsibility of grant review to the local county jurisdictions. The City's request will first go to Washington County for review and must be submitted by the end of the calendar year.

Each year, staff reviews and recommends any number of projects to be submitted for POS funding. The list of projects for Fiscal Year 2025 -2026 and beyond is attached for your review.

The recommended FY25 projects in order of priority are as follows:

1. Reconstruct Hole No. 5 at The Greens at Hamilton Run: Hole No. 5 on this public golf course is located on the east side of the course on a hill. The green is where each hole is located. For Hole No. 5, the green drains poorly due to the inadequate soil makeup below the surface. It is difficult to keep grass growing on this green, creating a poor golfing experience. Plans have already been drawn up for this project and could be advertised for bidding rather quickly once POS funding is approved.

2. Construct Pickleball Court at Fairgrounds Park: The request is to construct a pickleball court near the Cleveland Ave. entrance of Fairgrounds Park. This is a currently a conceptual project as there are no construction plans at this time. The court would open and available to the public during Park hours.

3. Replace Roof of the Train Museum: The train museum is located within City Park on the southwest side of the park near the softball fields. The museum is located within the Train Hub that includes a pavilion, playground equipment and Engine 202. The roof of the museum is currently asphalt shingles that have come to the end of their life. The new roof would be a standing seam metal roof to match other roofs within the park.

Attached are photos of the proposed projects and locations.

Reconstruction of Hole No. 5 is listed as the first priority since there are construction plans for this project that already exist. There was an attempt to complete this project earlier in 2024 as part of the stormwater project at the golf course. Unfortunately, time ran out as the course was pushed to be open for the Spring of 2024. The reconstruction of Hole No. 5 had to be delayed.

The pickleball court currently has no formal plans. This is only a conceptual idea for a future project. This is the second priority project as time will be needed to design this court and any amenities. The estimated cost is based on pickleball court project planned to be built in Boonsboro.

Replacement of the Train Museum roof is needed in the next few years. POS funding can be an appropriate funding source for roof replacements.

POS prefers projects that will have a useful life of at least 20 years. Proposed projects of a less useful life are typically rejected immediately by Washington County. For example, resurfacing a tennis or basketball court would not be funded but repaving plus resurfacing a tennis or basketball court would possibly be funded.

There is no guarantee that any or all the projects will be accepted. The proposed projects are submitted to Washington County Engineering Department. All the requested projects throughout the County are brought before the Washington County Board of Parks & Recreation, who review all the projects. They decide which projects will be approved to move onto the DNR.

DNR receives the Washington County proposed list of projects. All the projects throughout the State are then taken to the Maryland State Public Works Board for final approval. Until written confirmation is received, the projects should not move forward.

FINANCIAL IMPACT

The overall funding for POS was cut for FY25. It remains to be seen if funding will be restored to levels in previous years. Local funding typically requires at least a 10% match or more. If all three projects are accepted, the City match would equate to $34,000.

The City funding may or may not affect the FY26 budget. The projects are to be completed within a 5-year period of time. Therefore, City funds can sometimes be carried forward to future budgets if the projects are not completed within the proposed fiscal year. This can be due for a number of reasons including permitting, size of the project, or simply inadequate labor to complete a project in a timely manner.

RECOMMENDATION

Staff recommend submitting the entire list as attached for POS grant funding consideration. Washington County staff will review the project to determine which projects may be funded. The final decision will be made by DNR later in calendar year 2025.

Att: Project Photos
C: Parks Staff
Finance Staff

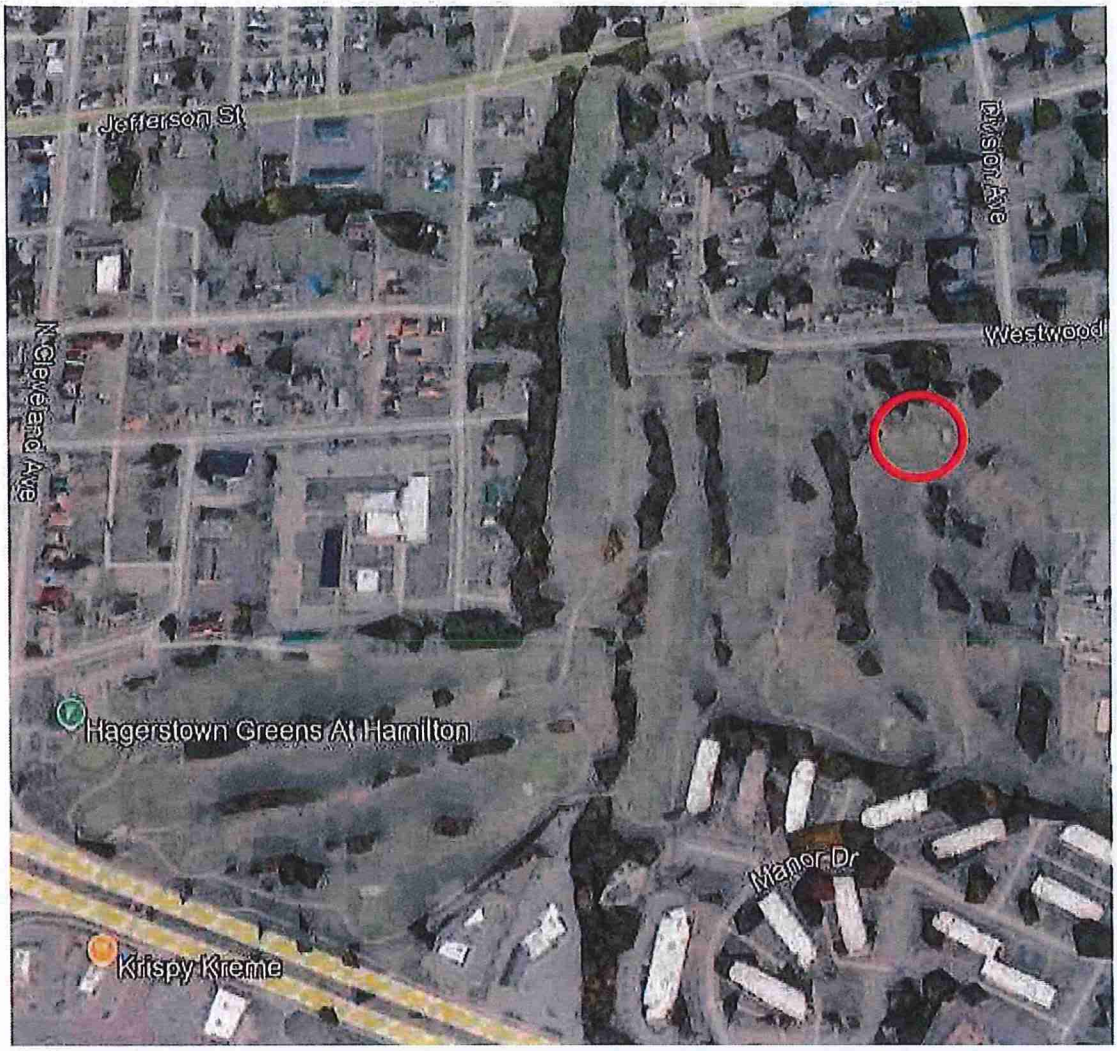
Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

CITY OF HAGERSTOWN
5-YEAR PROGRAM OPEN SPACE
PROPOSED PLAN FY26 – 30 (Listed by Priority)

Fiscal Year	CIP #	Project	Location	Est. Cost	POS Funds Requested	City Match
2026	C0522	Reconstruct Hole No. 5 at The Greens at Hamilton Run Golf Course	The Greens on Hamilton Run Golf Course	$125,000	$112,500	$12,500
2026	C0626	Construct A Pickleball Court at Fairgrounds Park	Fairgrounds Park	$200,000	$180,000	$20,000
2026	C0439	Replace Roof of the Train Museum	City Park	$15,000	$13,500	$1,500
2027	C0626	Parking Lot Improvements Near BMX	Fairgrounds Park	$250,000	$150,000	$15,000
2027	C0439	Repave Walking Paths Throughout City Park	City Park	$60,000	$54,000	$6,000
2028	C0522	Museum Drive Restrooms	City Park	$425,000	$382,500	$42,500
2028	C0047	Park Lake Improvements (replaces perimeter walls, dredge lake, landscaping, repair leaks)	City Park	$1,000,000	$200,000	$800,000
2029	C0237	Tables, Benches, Trash Cans	Multiple Parks	$54,000	$48,600	$5,400
2030	C0825	Golf Course Improvements of Cart Paths, Tee Boxes, Greens	The Greens at Hamilton Run Improvements	$100,000	$90,000	$10,000
2030	C0237	Tables, Benches, Trash Cans	Multiple Parks	$55,000	$49,500	$5,500



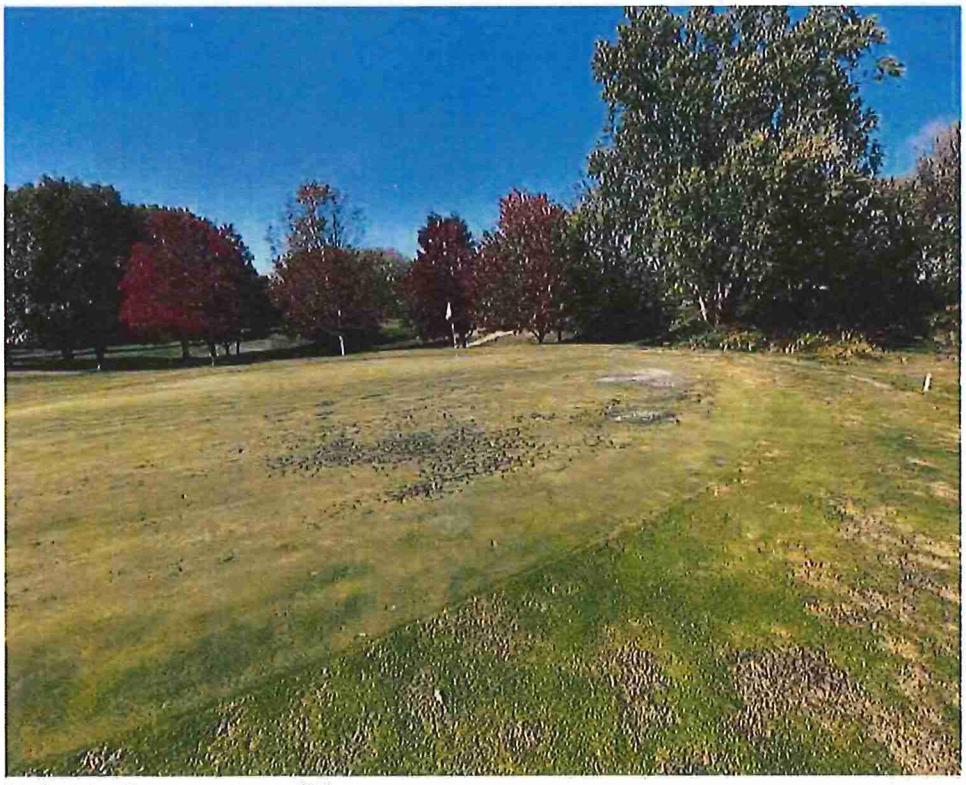
The Greens at Hamilton Run
Hole No. 5 circled in RED.



Hole No. 5 current condition.



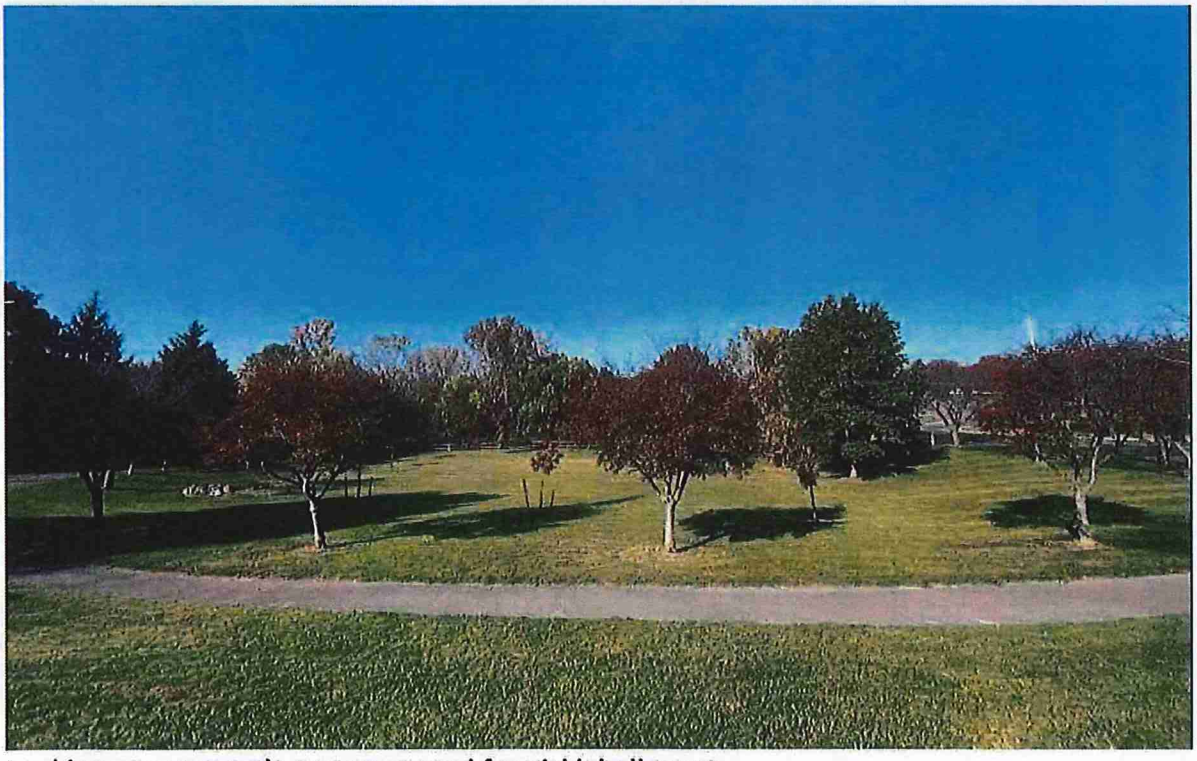
Hole No. 5 current condition.



Hole No. 5 current condition.



Fairgrounds Park
Proposed pickleball court noted by the RED square.



Looking west towards area proposed for pickleball court.



Train Hub Museum located in City Park.



Asphalt shingles to be replaced with metal roof.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Authorization to Apply for a Department of Energy Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Apply_for_Department_of_Energy_Grant.pdf	Motion; Apply for Dept Energy Grant

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 19, 2024

TOPIC: Authorization to apply for a Department of Energy grant

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move to authorize staff to apply for an Energy Efficiency and Conservation Block Grant from the Department of Energy. A total of $76,550 has been allocated to the City of Hagerstown to complete projects that result in reduced energy consumption at municipal facilities. If awarded, the funds will be used to perform lighting retrofits at the Potterfield Pool, City Hall, and on streetlights at various locations. No local matching funds are required for this grant.

DATE OF INTRODUTION: 11/19/2024
DATE OF APPROVAL: 11/19/2024
EFFECTIVE DATE: 11/19/2024

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
General Citizen Comments are welcome and shall be limited to three minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, November 19, 2024. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: