

**Regular Session (7th Voting Session)**  
**Mayor and City Council**  
**March 25, 2025**  
**Agenda**

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**The agenda and meeting packet is available  
at [www.hagerstownmd.org/government/agenda](http://www.hagerstownmd.org/government/agenda)**

**7:00 PM - March 25, 2025 - REGULAR SESSION -***Council Chambers, 2nd floor, City Hall*

**I. CALL TO ORDER**

Mayor William B. McIntire

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. ANNOUNCEMENTS**

- A. A. Rules of Procedure – Effective December 17, 2024
- 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, April 1, 2025 – Work Session at 4:00 p.m.
  - 2. Tuesday, April 8, 2025 - Work Session at 4:00 p.m.
  - 3. Tuesday, April 15, 2025 – Work Session at 4:00 p.m.
  - 4. Tuesday, April 22, 2025 – Regular Session at 7:00 p.m.
  - 5. Tuesday, April 29, 2025 – No Meeting Scheduled

**V. APPOINTMENTS**

- A. Board of Zoning Appeals
  - Scott Bowen – Term to Expire May 31, 2027
  - David Haller – Alternate Member – Term to Expire March 25, 2028

**VI. PROCLAMATION**

- A. Woman's History Month
- B. Kathleen Maher – Retirement Recognition

**VII. 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\*\*](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, March 25, 2025. 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.

## **VIII. PUBLIC HEARINGS**

Citizen Comments are welcome during public hearings and shall be limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to [councilcomments@hagerstownmd.org](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, March 25, 2025. 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.

Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) ZT-2024-04

Cannabis-related Land Management Code Amendments

Proposed PUD-R Overlay Map Amendment Doub Farm Landis Road ZM-2024-04

## **IX. MINUTES**

February 4, 2025, February 11, 2025, February 18, 2025, and February 25, 2025

## **X. CONSENT**

### **C. Police**

1. 2024 Chevrolet Tahoe SSV – Hertrich Fleet Services (Milford, DE) \$ 51,961.00
2. Two (2) 2025 Ford Interceptors – Keystone Ford (Chambersburg, PA) \$ 91,600.00
3. Unlimited Third-Party Storage – Axon Enterprise, Inc. (Scottsdale, AZ) \$ 28,191.67

### **D. Public Works**

1. Replacement of Sliding Boards - Playground Specialist (Thurmont, MD) \$ 10,132.40
2. Replacement of Sliding Boards - Metro Recreation Inc. (Jefferson, MD) \$ 27,278.91
3. Street Sweeper Repairs -- Maryland Industrial Truck (Linthicum, MD) \$ 26,861.98
4. Potterfield Pool Chemicals - Amato Industries, Inc. (Silver Spring, MD) \$ 28,000.00

### **E. Utilities**

1. Light - SCADA System Hardware Upgrade -- AVISTA Realtime Systems (Elkridge, MD) \$45,400.00
2. Water: Purchase 1.5-inch Meters -- Core & Main (Martinsburg, WV) \$208,500.00
3. Water: Purchase Migratable MXUs -- LB Water (Chambersburg, PA) \$56,970.00
4. Water: RC Willson High Service Pumps VFDs -- Ram Industrial Services (Camp Hill, PA) \$235,045.00
5. Water: Emergency Action Plans for Edgemont, Smithsburg, and RC Willson -- Hazen and Sawyer (Baltimore, MD) \$44,538.00
6. Wastewater: Hebb Road Pump Station 33 Construction Change Order -- Garney Companies, Inc. (Fairfax, VA) \$282,043.93

## **XI. UNFINISHED BUSINESS**

- A. Approval of an Ordinance: Amend the City Code by Repealing and Re-enacting Chapter 140, the Land Management Code
- B. Approval of an Ordinance: Chapter 224, Tax Sale Repurpose Program Amendments



- C. Approval of an Ordinance: Chapter 64, Article III, Property Maintenance Standards, Amending and Adding sections for Pools
- D. Approval of an Ordinance: Quit Claim for 528 E. Franklin Street

## **XII. NEW BUSINESS**

- A. Introduction of an Ordinance: Chapter 186 Nuisance Abandoned Vehicles
- B. Introduction of an Ordinance: Quit Claim of Alley at Washington County Transit
- C. Approval of a Resolution: Perpetual and Permanent Water Line Easement Bowman Spielman, LLC
- D. Approval of a Resolution: Perpetual and Permanent Water Line Easement Bowman Group, LLP
- E. Approval of a Resolution: Establishing Parking Facilities Rates and Fees - Special Event Rates Applicable to Hub City Garage and University District Parking Decks Only
- F. Approval of a Resolution: Acceptance of Easement from Habitat for Humanity
- G. Approval of a Resolution: 2025 Summer Camp Program
- H. Approval of 2025 Fireworks Dates at Meritus Park
- I. Appalachian Regional Commission (ARC) FY26 Project Funding Requests
- J. Approval of Invest Hagerstown Extension Request for MarketPlace, LLC
- K. Approval of the Contract for Submittable Holdings, Inc. for the Establishment of a Grant Management Portal for City Incentive Programs
- L. Approval of Wastewater Deduct Meter for 45 W Oak Ridge Drive
- M. Approval of FY26-FY28 Pavement Preservation Lists

## **XIII. GENERAL CITIZEN COMMENTS**

- A. General Citizen Comments are welcome and shall be limited to three minutes.
- B. Citizens are welcome to provide comments in person or by sending an email to [councilcomments@hagerstownmd.org](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, March 25, 2025. 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.

## **XIV. CITY ADMINISTRATOR'S COMMENTS**

## **XV. MAYOR AND COUNCIL COMMENTS**

## **XVI. ADJOURN**

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

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**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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**Topic:**

Mayor William B. McIntire

**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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**Topic:**

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**Mayor and City Council Action Required:**

**Discussion:**

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**Action Dates:**

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MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

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**Topic:**

Board of Zoning Appeals

Scott Bowen – Term to Expire May 31, 2027

David Haller – Alternate Member – Term to Expire March 25, 2028

**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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**Topic:**

Woman's History Month

**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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**Topic:**

Kathleen Maher – Retirement Recognition

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) ZT-2024-04

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MCC\_Mar\_25\_PH\_POM\_packet.pdf

**Description**

POM text amendment  
packet



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: [planning@hagerstownmd.org](mailto:planning@hagerstownmd.org)

Telephone: 301-739-8577, ext. 138 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

### MEMORANDUM

**TO:** Scott Nicewarner, City Administrator

**FROM:** Joanna Wu, Planner

**DATE:** March 20, 2025

**SUBJECT:** Public Hearing – ZT-2024-04 – Commercial Uses and Outdoor Recreation in the POM Zoning District

#### Public Hearing

Staff will be present for the March 25 regular session to present for the public hearing on the text amendment for commercial uses and outdoor recreation in the POM Zoning District. Two ads were placed to advertise for this hearing.

#### Background

This proposal was requested by a property owner as they are having difficulty finding prospects for raw land in the POM zoning district. The property owner is also looking to construct pickleball courts in this zoning district.

#### Proposal

The proposal allows more flexibility for permitted uses by removing the performance standards for certain commercial uses in the POM zoning district. This is reflected by removing the sections detailing the standards in Section F of the Zoning Ordinance and depicted in the use chart in Section Z. The caps proposed on restaurants and retail match the CL requirements to ensure high intensity uses do not take place in the POM zoning district. The proposal also differentiates between fitness recreational sports centers, with and without outdoor fields and courts. Those with outdoor courts/fields would require a special exception from the Board of Zoning Appeals with POM and I-MU zoning.

#### Planning Commission

The Planning Commission held a Public Review Meeting on January 29<sup>th</sup> for this text amendment and recommended approval for this proposal.

#### Next Steps

The Mayor and City Council will open the public comment period for 10 days. A follow-up discussion is scheduled for the April 8<sup>th</sup> work session.

Attachments: POM Text Amendment Proposal

# LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-19	Is this a new issue or one previously discussed?	New
Version: 1	Is this new text proposed since last discussion in need of initial review?	New
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Allow for more permitted uses in the POM zoning district.		
<b>Justification:</b> A property owner is having difficulty finding prospects for POM zoned raw land. The code restrictions in this market are too restrictive. The proposal seeks to remove any language regarding performance standards for permitted uses in the POM zoning district. The property owner is exploring the idea of pickleball courts at a POM-zoned property. There is currently no distinction between outdoor and indoor fitness and recreational sports centers, which may not be appropriate in all locations.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

## Removing the performance standards on certain commercial uses in the POM

### Article 4, Section F.2.b(5)

~~(5). Uses identified in the POM District in the Use Chart cited in Section Z as a permitted use, but marked with reference to this Subsection shall:~~

- ~~(a). Not exceed 25% of the gross floor area of the building (except restaurants), or~~
- ~~(b). Not exceed in the aggregate 20% of the gross floor area of a group of adjacent buildings under common ownership or a group of buildings designed and approved as a unified development or business park, as designated on the approved Site Plan(s) or subdivision development plan.~~
- ~~(c). Gasoline service stations (4471) are not permitted in the POM District, including incidental sales associated with a convenience store.~~
- ~~(d). Retail uses shall not be the sole occupant of a structure.~~
- ~~(e). See Article 5, Subsection I.9 regarding nonconforming commercial subdivisions.~~

Removing special restrictions (denoted with “#”) for property occupation, while matching the restaurant size capacity with the CL

#### Article 4, Section Z

	POM
Restaurants (7221 and 7222), no limit on size	P#
Restaurants (7221 and 7222), not to exceed 3,000 square feet per establishment	P
Dry cleaning and laundry services (8123)	P# P
Hair, nail and skin care stores, ear piercing services, hair replacement services, permanent makeup salons (81211) and dog grooming establishments	P# P
Retail and wholesale trade (44-45) excluding autos and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult entertainment businesses up to 5,000 square feet in net floor area per business. This provision shall also include retail bakers (311811) and retail confectioneries (311320). Regulation of specific trade uses that are found elsewhere in the chart shall prevail. (Ed. Note: See Page 4-163 regarding gasoline sales)	
Same as above ( <a href="#">Retail and wholesale trade</a> ), up to 15,000 square feet in net floor area per business	P# P
Tanning and depilatory salons (812199)	P# P

Make distinction between fitness and recreational sports centers which have outdoor fields and courts and those which do not.

	N-MU	CC-MU	CL	CG	CR	PO M	INST	I-MU	IR	IG	C	LC	PUD -V	PUD -R
Fitness and recreational sports centers, without outdoor fields and courts	P	P	SE	P	P	P# P	P	P**	P	P	P	P	P	P
Fitness and recreational sports centers, with outdoor fields and courts				P	P	SE	P	SE	P	P	P		P	P

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

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**Topic:**

Cannabis-related Land Management Code Amendments

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

M\_CC\_Public\_Hearing -  
\_Cannabis\_related\_LMC\_amendments.pdf

**Description**

Public Hearing - Cannabis  
related LMC amendments





# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department


One East Franklin Street • Hagerstown, MD 21740

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## MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director 

SUBJECT: Public Hearing – Cannabis-related Land Management Code Amendments (ZT-2024-03)

DATE: March 20, 2025

Staff will be present at the March 25 regular meeting to make a presentation for the public hearing on a package of amendments to the Land Management Code related to cannabis which were forwarded by the Planning Commission.

While most of these provisions were part of the 2024 annual package of amendments in process of approval this month (ZT-2024-02), we pulled this material out for separate review because we know that Councilman Aleshire will not vote in favor of any code provisions related to cannabis (conflict between Federal and State law). An additional amendment related to cannabis was forwarded to the Mayor and Council on January 29, 2025 (ZT-2024-03), but we held it back for inclusion with the rest of the cannabis-related amendments so that all the cannabis reviews could happen at once. We are now processing all of the cannabis-related amendments as ZT-2024-03.

### State Law Guiding the City's Approach to Cannabis-related Land Uses

While not permitted by Federal law, State law legalized cannabis for medical and adult use and specified how several cannabis-related business categories are to be licensed by the State and how local jurisdictions are to handle approval of such uses via local regulations. With the exception of on-premise cannabis consumption facilities (like hookahs for cannabis), local jurisdictions are prohibited from unreasonably restricting the location of cannabis enterprises via local regulations. We are allowed to prohibit the on-premise cannabis consumption facilities, however, and we do. We are allowed to require distancing between cannabis dispensaries (retail stores) and distancing between the dispensaries and certain other "protected" classes of land uses. Last year, State law was amended to say that local jurisdictions may not adopt provisions for cannabis dispensaries (retail stores) that are more restrictive than what are in place for alcohol retail stores. Provisions were also added related to micro-enterprises and incubators.

The 2024 amendments addressing cannabis were sparked by the pending State law change to enable Hagerstown to continue to restrict where dispensaries may locate and to address appropriate provisions related to the other cannabis land use types.

## Cannabis-related Enterprises in Hagerstown

To date, staff are aware of five State-licensed cannabis-related enterprises in Hagerstown. There are two dispensaries on CR zoned land in the Wesel Blvd and Valley Mall Road area. There are three indoor plant cultivators and processors – two in the vicinity of Frederick Street (one on IG zoned land and one on IR zoned land) and one on Western Maryland Parkway on IG zoned land. The State licensing process for new cannabis-related enterprises opened up this year, so we may see other businesses seeking locations in the city as the year unfolds.

## Proposed Amendments

### 1. New Definitions

- a. Cannabis Incubator – a new use created by the State to house micro-growers, micro-processors, and micro-dispensaries. Micro-dispensaries are delivery only, so they function more like a warehouse.
- b. CBD and Hemp Stores – at present the code is silent on this use and treats it as “retail.” A definition is needed to make the use distinct from cannabis dispensaries and tobacco stores. While there are many stores that carry some CBD or hemp products, this definition is for those enterprises whose primary activity is sale of CBD, hemp, etc.

### 2. Modifications to Indoor Plant Cultivation and Processing Facilities (growers and processors)

- a. Exclude from locating in CC-MU and POM zoning districts. This is proposed due to the odors associated with this use which could be a nuisance in an office park or in a mixed-use area. The use would still be allowed in I-MU, IR, and IG zones.
- b. Allow this type of use of any size in the PUD-R overlay zone. Currently only allowed if 25,000 square feet or less in gross floor area. An economic prospect requested this amendment with the support of DCED staff. The special setbacks and design provisions that can be created in PUD overlay zones can address proper buffering of any such use. *This is the amendment forwarded by the Planning Commission on January 29, 2025.*

### 3. New provisions for Cannabis Incubators

- a. Allow as indoor plant cultivation and processing facilities are allowed. By right in IR and IG and, if 25,000 square feet or less in gross floor area, in I-MU. With special exception in I-MU if over 25,000 square feet in gross floor area.



4. **Provide consistency between Cannabis Dispensaries and CBD/Hemp Stores and Alcohol Retail Stores**
  - a. Add CBD/Hemp stores and Alcohol Retail Stores to the same land use classification as tobacco stores, vapor or hookah lounges, and cannabis dispensaries. These uses are only allowed in the CG, CR, PUD-V, and PUD-R zones and they must be setback from one another by 500 feet. Currently all of the CBD/Hemp stores, tobacco stores, and cannabis dispensaries are located in CG and CR zones. Currently, alcohol retail stores are just classified as "retail" and are allowed in all commercial and mixed-use zones, which is much less restrictive than what is permissible for cannabis dispensaries. 15 of the 18 alcohol retail stores in the city are within the CG and CR zones, and the Liquor Board ensures such stores are distanced at least 500 feet from one another. With this change, the two alcohol retail stores in the CC-MU would become non-conforming. Another is already non-conforming in an RO zone. There is one hookah/vape lounge in the city and its in the CG zone.
5. As allowed by State law, require 500 Foot Distancing of #4 Uses from Certain "Protected" Classes of Land Uses:
  - a. Primary or secondary schools
  - b. Licensed or registered child day care provider
  - c. Playground
  - d. Recreation Center
  - e. Library
  - f. Public Park
  - g. Religious Sanctuary

#### **Potential Revision in Response to Council Inquiry at March 11 Work Session**

Councilwoman Anderson asked if a karate studio would be considered one of the protected classes requiring the 500 foot separation from cannabis, tobacco, etc. Staff felt the list of uses did not obviously include karate studios. If the Council so desires, the list could be slightly modified to have 'Fitness and Recreational Sports Centers' replace 'Recreation Center,' and then add a definition for that existing use in our code. The following is a possible definition suggested by staff:

**Fitness and Recreational Sports Center** -an establishment primarily engaged in operating fitness and recreational sports activities featuring exercise and other physical fitness conditioning or recreational sports activities. Such establishments could include publicly- or privately-operated facilities and could be focused on one type of sports or recreational activity or multiple sports and recreational activities. Such establishments could be solely indoors or could include outdoor fields, courts, etc.

## Public Hearing - Cannabis-related Land Management Code Amendments

March 20, 2025

Page 4

### Next Steps

Leave the record open for 10 days to allow for additional input. Follow-up discussion on April 8.

### Attachments

C: Jill Thompson, Director of DCED  
Doug Reaser, Economic Development Manager  
Planning Commission

# LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-16	Is this a new issue or one previously discussed?	Previous
Version: 3	Is this new text proposed since last discussion in need of initial review?	Yes
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Amendments to cannabis related enterprises and to have alcohol sales stores be consistently treated with cannabis sales stores.		
<b>Justification:</b> To be consistent with amended State cannabis regulations and meet local priorities for location of certain uses.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

## Article 3: Definitions

**CANNABIS INCUBATOR** - a State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland.

**CBD AND HEMP STORES** – a business establishment for which more than 50% of sales are based on retail sale of products derived from hemp or cannabidiol (CBD) with a tetrahydrocannabinol (THC) concentration less than 0.3% on a dry weight basis, and any paraphernalia utilized with such products. Any products containing greater than 0.3% THC are regulated by the State of Maryland and only allowed for sale in a State-licensed cannabis dispensary.

## Article 4: Zoning

### Section Z. Chart of Permitted and Special Exception Uses

Due to the odor associated with cannabis growers and processors, Planning Commission recommends deleting Indoor plant cultivation and processing facilities from the CC-MU and POM zones, and adding cannabis incubators of certain sizes to the industrial districts as allowed for the indoor plant cultivation and processing facilities.

At the request of an economic development prospect, the Planning Commission also recommends allowing indoor plant cultivation and processing facilities of any size in the PUD-R, which is currently limited to facilities 25,000 sq.ft. or less in gross floor area.

Use	CC-MU
Indoor plant cultivation and processing facilities, when interior space is 5,000 sq.ft. or less in gross floor area.	P

Use	POM	I-MU	IR	IG	PUD-R
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Indoor plant cultivation and processing facilities, when interior space is 25,000 sq.ft. or less in gross floor area.	SE	P	P	P	P
Indoor plant cultivation and processing facilities, when interior space is over 25,000 sq.ft. in gross floor area.	SE	SE	P	P	P
Cannabis Incubator, when interior space is 25,000 sq.ft. or less in gross floor area		P	P	P	
Cannabis Incubator, when interior space is over 25,000 sq.ft. in gross floor area.		SE	P	P	

2024 amendment to State law requires cannabis dispensaries to be treated the same as alcoholic beverage stores in local zoning codes. Currently, alcoholic beverage stores are interpreted under the broad category of retail while cannabis dispensaries are more restricted in their permitted locations.

Rather than allowing cannabis dispensaries in all commercial zones as is the case for alcoholic beverage stores, Planning Commission recommends adding alcoholic beverage stores, as well as CBD and Hemp stores, to the same use category as tobacco stores, vapor and hookah lounges, and cannabis dispensaries, with the same 500 foot separation requirement from all uses in this category. The vast majority of alcoholic beverage stores in the city are in the CG and CR districts, and the County Liquor Board ensures these uses are not placed close to one another. The two CC-MU stores would become non-conforming but still permitted to operate.

State law also allows local jurisdictions to require a maximum 500-foot separation distance between cannabis dispensaries and pre-existing primary and secondary schools, child day cares, playgrounds, rec centers, libraries, parks and places of worship. The Planning Commission recommends that all uses in this category have a mandatory minimum 500 sq.ft. separation distance from these other 7 uses.

Use	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, <b>CBD and Hemp stores, alcoholic beverage stores</b> , and cannabis dispensaries and sales facilities located at least 500 feet from any existing tobacco store, vapor and hookah lounge, or cannabis dispensary and sales facility <b>use in this category. These uses shall also be located at least 500 feet from any pre-existing primary or secondary school, licensed or registered child day care provider, playground, recreation center, library, public park, or religious sanctuary.</b>	P	P	P	P

March 3, 2025

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

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**Topic:**

Proposed PUD-R Overlay Map Amendment Doub Farm Landis Road ZM-2024-04

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

PUD-R\_Map\_Amendment.pdf

**Description**

March 25, 2025 Public  
Hearing Proposed PUD-R  
Overlay Map Amendment  
Doub Farm- Landis Road-  
ZM-2024-04



# CITY OF HAGERSTOWN, MARYLAND

## Planning & Code Administration Department


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### MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP, Development Review Planner and Zoning Administrator

DATE: March 19, 2025

SUBJECT: March 25, 2025 Public Hearing  
Proposed PUD-R Overlay Map Amendment  
Doub Farm – Landis Road – ZM-2024-04

Staff will be present at the March 25<sup>th</sup> regular session to make a public presentation for the public hearing for a proposed PUD-R (Planned Unit Development – Regional) Zoning Overlay on the Doub Farm property.

### PLANNING COMMISSION RECOMMENDATION:

The Planning Commission conducted a public review meeting on this matter on Wednesday, January 29, 2025. The Applicant was represented by the project engineer, Gordon Poffenberger of Fox and Associates, and representatives of the homebuilder that desires to purchase the Phase 1 residential portion of the development from the applicant. Approximately 50 persons attended the hearing, speaking mostly in opposition to the proposal, citing approximately fifteen issues of concern with the development.

After considering the information in the record and the testimony provided by the Applicant and opponents, the Planning Commission voted to recommend to the Mayor and City Council that this proposed plan be **DENIED**. The Planning Commission isn't against a PUD proposal at this location, but finds the following issues with this specific proposal:

1. The Commission does not believe the proposed plan is a "predominantly commercial" mixed-use development as required by Article 4, Section J.1 of the Land Management Code.
2. If the single-family and townhouse residential sections of Phase 1 are built-out, the Commission is concerned that there will not be sufficient remaining development potential for the Phase 2 area to justify the cost of building the expensive access road from Dual Highway. This will result in the lands in the proposed Phase 2 area remaining undeveloped indefinitely and there is no way to ensure the commercial, apartment and mixed use development will come if the exclusively residential portion of the development is built first.
3. There is no way short of a large bond to ensure the Dual Highway connection will be built.



**BACKGROUND:**

PUD- R Overlay: The PUD provisions of the Zoning Ordinance were re-written a few years ago, with the intent to require PUDs to be a mixture of commercial and residential uses, generally in a town or village environment, mixing the uses and housing types. Two types were created – PUD-R (Regional) and PUD-V (Village) with somewhat different design standards and permitted uses, adjusted for the size of a proposed tract and its visibility and access from major transportation corridors.

This is the first application proposing to use one of the new planned unit development provisions to be submitted.

Doub Property: This property was annexed into the City in 2009. At the time, the developer was planning a major regional shopping center with bigbox stores, a cineplex and other commercial uses. The annexation was approved by the Mayor and City Council with a list of conditions. The County Commissioners did not provide express approval and the property was prevented from development for five years using City zoning. In the mean time, the economy having changed, the shopping center developer exited the picture, and efforts to develop the property exclusively for commercial use have been unsuccessful. The developer now proposes a mixed use development. A proposed amendment to the annexation agreement's list of conditions is under review with the City Attorney. Per the agreement, approval is required by both the City and the property owners for any revision to the agreement.

**PUD-R (PLANNED UNIT DEVELOPMENT – REGIONAL) PROPOSAL:**

A contract purchaser of the Doub Farm has filed this zoning overlay application for a PUD-R (Planned Unit Development – Regional) Overlay in order to develop this 112.22 acre tract. The plan shows:

20 single-family dwellings facing Landis Road	(tan color)
395 townhouse dwellings	(blue color)
120 apartment units	(purple color)
1 industrial tract	(brown color)
Mixed use commercial/residential area <sup>1</sup>	(light brown color)
Open space, stormwater management, etc.	(green color)

As a zoning exhibit, numbers are approximate. The exact number of dwelling units or configuration and size of commercial spaces is generalized and the exhibit intended to set the zoning requirements for this development. Exact configuration and unit yield would be set with the development plan. Access to the development is proposed at three places:

1. Landis Road at the existing "S-curve" in that road
2. Landis Road, at approximately mid-way of the site's frontage on Landis Road
3. A new four-lane road connecting the south end of the site to Dual Highway.

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<sup>1</sup> The commercial area is anticipated to be four pad sites, each of which would be planned for a mixed-use building with an approximate footprint of 12,000 square feet each, with commercial uses on the first floor with two upper levels of residential units. However, the applicant is not obligated to this configuration and reserves in this proposal to include all commercial and institutional uses permitted in the PUD-R District at this location, without exclusion.

The portion of the site intended for industrial use would front a new street in the development but would also have a point of access on Landis Road. The new street from Dual Highway would also provide access to the adjoining raw land to the east, currently outside of city limits. The Applicant has worked with staff and created a 2.2 acre "town green" park in the middle of the residential area as a focal point along the main north-south street through the center of the site. The new collector road from Dual Highway will be lined on the north by apartment buildings and the south by four mixed use buildings with first floor commercial and upper floor residential in a "main street" configuration.

The process requires the applicant propose their own bulk requirements for ultimate review and approval by the Mayor and Council, which are shown in the chart at the top of the plan.

According to estimates provided by the applicant, at build-out, the total valuation of the development would be approximately \$315,000,000.

## ANALYSIS OF PROPOSAL:

Section J of the Zoning Ordinance governs the creation of PUD Overlays. It is this section that sets the standards by which the Mayor and Council shall review and consider in a PUD proposal before making its decision whether to approve, approve with changes or reject the application. The following content is extracted from the Ordinance, but may be edited for brevity and relevance. Please consult Chapter 140 (Land Management Code), Article 4 (Zoning), Section J (Overlay Districts) for the references in their entirety. **Staff comments are in bold underlined italics.**

### 1. Planned Unit Developments (PUD).

- a. **Purpose.** The PUD District is established to permit and promote community scale, open air streetscape/ main street style commercial and mixed-use areas consisting of businesses serving the shopping and service needs of the community at large in an attractive public realm and promote public convenience and accessibility and contain common spaces, commercial, office and residential uses, and even limited warehousing and light manufacturing if designed in keeping with the scale of the development. The PUD District is designed to be flexible in development controls, but requires integrated design and appropriate transitions to surrounding existing land uses and promotes a diverse mix of housing options. The district is not intended to be accomplished in a fragmented, lot-by-lot fashion, developed with a single type of land use, nor developed in a manner where uses are segregated into dedicated pods throughout the tract. The uses will develop in an orderly manner in order to ensure achievement of a development with multiple uses and will be developed on a harmonious architectural theme and in a manner that focuses traffic flow on vehicles, bicycles and pedestrians. **Next three paragraphs omitted.**

In all PUD development, housing types are required to be mixed and to the degree possible, commercial and residential uses mixed in buildings and streetscapes. The Mayor and Council shall only approve a concept plan and the Planning Commission shall only approve development plans and site plans that generally integrate housing types and commercial types and do not create segregated areas or pods that separate housing types and commercial use types. **In their analysis, the Mayor and City Council will need to determine whether this intent of mixing uses and housing types has been met.**

b. Location.

First paragraph is omitted as not relevant, pertaining to the PUD-V District.

The PUD-R District may be established in the N-MU, CG and CR Districts. The area proposed to be zoned as a PUD-R District shall have an area of at least fifteen (15) acres. The base zoning district for this property is CR (Commercial Regional). The property is over 100 acres in area. This proposal complies with both of these provisions.

Since the residential component of a PUD rarely supports the commercial component in its entirety, all PUD Districts established after April 24, 2020 shall front on a collector or arterial street, as defined by the City Engineer's office, or upgrade existing local street(s) to collector or arterial status that will create frontage for the development. This is for the purpose of ensuring that there is sufficient regional and drive-by traffic and visibility to contribute to the economic viability of the commercial component of the PUD development. This tract fronts on Interstate 70 and will connect to Dual Highway, both of which are arterial roads. Certain streets within the development will be constructed to collector street standards. As a county road, Landis Road is not rated on the City's right of way map. This proposal meets this requirement.

c. Principal Permitted Uses and Special Exception Uses

(1) All uses in these districts shall be permitted, permitted by special exception in accordance with general and specific performance criteria found in Subsection U.7.a, or not permitted as enumerated in Section Z of this Article. The uses permitted in a PUD are enumerated in the use chart in Section Z.2. of the Zoning Ordinance, and not limited by the Overlay process. Those uses permitted by right or special exception, as depicted in Section Z.2 will be permitted in this development. The applicant states that they request the approved overlay include the potential of all uses listed as permitted in Article 4, Section Z.2 in the PUD-R District be permitted in this development. Given this is new structure in the Ordinance, and the Ordinance states that those uses are permitted by right or special exception, previously legislatively determined to be consistent with the district's intent, Staff recommends that any approval not contain provisions or conditions to curtail the list of permitted uses to less than what is permitted by the Permitted Uses chart in Article 4, Section Z.

(2). A PUD District shall be a mixed-use area and shall contain a mixture of residential types and commercial uses. Residential types shall be mixed among each other and not segregated into housing type pods. Mixing of commercial and residential uses in mixed use buildings and in compatible adjacency is a defining element of a PUD-R development. Five different housing types are proposed. The Mayor and City Council will need to determine whether this provision is met.

d. Accessory Uses.

(1) Uses and structures customarily accessory and incidental to any principal permitted use or authorized special exception use.

- (2). Home workstations, subject to the requirements of Subsection K.10 of this Article. The requirements shall not be relaxed for residences in zoning districts where commercial uses may be enumerated as a permitted use in that district.
- (3). Home day-care of up to eight (8) children, as licensed by the State of Maryland. Rest of this section omitted for brevity.

Since this process sets the zoning for the development, notes have been added addressing these accessory use provisions.

e. General Requirements for a Planned Unit Development.

Applications for planned development shall meet the following requirements:

- (1) The area proposed for a planned unit development shall be in one ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of the property included in the development plan. The owner is the applicant.
- (2). The site shall be of a size and shape suitable for the development proposed. At over 100 acres in area and generally rectangular in shape, the site is more than sufficient in size and shape on which to construct a PUD development.
- (3). The site is or can be served with public water and wastewater facilities. Public water and wastewater facilities shall be required in all PUDs. Water and wastewater facilities are available in the immediate area and would be provided by the City of Hagerstown. If it is determined for some reason in the future that water and wastewater services cannot be provided to this site, the PUD would be void.
- (4). The site shall be located adjacent to adequate highway facilities capable of serving existing traffic and that expected to be generated by the proposed development, as well as create exposure for commercial elements of the PUD. Opportunities for adjusting local public transportation service to the development should be explored by the developer. The first phase planned is the townhouse and single-family home component. The northern half of the site will contain about 415 homes, with two points of access onto Landis Road – a rural road which connects to Dual Highway via Day Road, to Mt. Aetna Road via Londontowne Drive and Abbey Lane and to White Hall Road. The Subdivision Ordinance stipulates "two or more public street access points are required where the number of dwelling units exceeds 100". Both Staff and the Planning Commission have advised that to have over four hundred units accessed by two points onto a single, rural country road is ill advised, yet the Applicant has offered no provision that guarantees the proposed direct access to Dual Highway will be built as the development moves forward.
- (5). The owners or developers must indicate that they plan to begin construction of the development within three years after final approval. If construction does not begin within three years, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. If an appeal is pending on approval of a PUD, the three year clock will not start until the conclusion of the appeal process. For the purposes of this Section, construction shall mean securing Planning Commission approval of the development

plan or site plans for the first phase of development, securing grading permits for that section or those sections, and bona-fide commencement of site construction unless some alternative definition is incorporated by the Mayor and City Council into the Ordinance rezoning the property to include a PUD Overlay. No comment.

**f. Application Procedures.**

The following procedures shall be followed with respect to all applications for PUD District zoning:

- (1). Step I. Preliminary Consultation. A preliminary consultation shall be held between the Planning Commission and the applicant or developer of the proposed planned unit development. The application for PUD District zoning shall be accompanied by a concept plan prepared by a registered professional engineer, registered architect or landscape architect or registered land surveyor. The concept plan shall be to scale and contain sufficient information to establish the identity of proposed uses and approximate dimensions and locations of proposed major structures, general street alignments, regional and/or local open space, pedestrian walkways and project boundaries. The preliminary consultation with the Planning Commission was completed in late 2024.

The Concept Plan. In addition to the basic intent of a Concept Plan as defined in Article 3, for the purposes of a PUD Overlay District, the Concept Plan is a generalized, nonspecific plan that shows the general intent of the layout and arrangement of the development in what is generally known as a "bubble plan" format. It allows the developer to obtain approval of the overlay zoning provided by the PUD without having to invest in detailed engineering studies or other expensive services. See below example. The zoning exhibit, attached hereto, is that concept plan. The following paragraph of the Ordinance text ends with a list of six requirements of the plan. The zoning exhibit provides the required items in this list of six elements. That list is omitted here for brevity. Item (f) refers to the "regional streetscape focal point". In this case, the main north-south connector road through the development serves this purpose. It is bisected by a "village green" type park, lined with townhouses. Although not stated outright, these units will not have front garages or driveways and will be constructed close to the street, as reflected in the proposed setback chart. Extending building location near this street with minimal setbacks in the apartment and commercial section of the development along this road will serve to extend this regional focal point.

A draft forest stand delineation was not submitted, however, the project engineer states that one was prepared in the era of when the property was annexed and since it was (and is) farmland, there was no qualifying forest at the time. The delineation will need to be updated for the subdivision development plan, but given circumstances in this case, it serves no purpose to require it at this stage for this development.

Conceptual or sample building elevations of the townhouses, single-family homes and apartment buildings have been provided, however nothing has been provided for any of the commercial and mixed use development. These are required by the Ordinance, however while the Applicant contemplates mixed use

buildings, they are not far enough along to determine exact nature of the commercial element of the development.

At the overlay stage, the intent of requiring conceptual elevations is to show general intent of the development of how it intends to meet the Ordinance requirement that the architecture of the commercial area be coordinated. PUD communities are not intended by the City's Ordinance to be developed using random, uncoordinated corporate architecture from site to site. It is not intended at this stage to be detail-specific. If this Overlay is to be approved, Staff suggests that either 1) generalized concepts be required to be provided by the Applicant to be included in the plan, or 2) the Applicant be required to note on the exhibit that states compliance with this section is required and will be determined by the Planning Commission at the site plan stage of development.

- (2). Step II. Planning Commission Review and Action. The Planning Commission shall hold a review and make its recommendations to the Mayor and City Council in accordance with the Zoning Map amendment provisions enumerated in Subsection A.9 of this Article. This was completed by the Planning Commission, which recommends denial of this PUD-R overlay as proposed. See page 1 of this report.
- (3). Step III. Mayor and City Council Action. Upon receipt of the recommendation of the Planning Commission, the Mayor and City Council shall hold a review of the application in accordance with said Subsection A.9, consider the recommendations of the Planning Commission and take formal action to approve or disapprove the PUD District Zoning Map amendment. The Mayor and City Council public hearing for this project is scheduled for March 25, 2025. This report is prepared as part of that process. After taking testimony from those for and against the proposal, the Mayor and Council will need to decide whether to approve, approve with conditions or adjustments, or deny this application.
- (4). Step IV. Development Plan and Site Plan Review and Action. Upon Mayor and City Council approval of a PUD District Zoning Map Amendment, the applicant shall prepare detailed development plans and site plans, as may be required in accordance with the site plan requirements delineated in Section S of this Article, and in accordance with the subdivision and site development standards found in Article 5, as may be applicable. Development plans and site plans shall be in substantial conformance with the Concept Plan adopted with the creation of the PUD, or as may later be amended by the Mayor and City Council. Should the Mayor and City Council approve the overlay, the development will then begin to move through the normal subdivision and land development process, using the adopted zoning exhibit as the established zoning/land use plan for the property. The development will be required to address the normal subdivision and site plan processes and standards set forth in the Land Management Code in the same manner any other subdivision or site plan would be required to do.

g. Off-Street Parking.

See Section O of this Article for parking requirements for all uses in the PUD Districts. Uses in the PUD overlays are subject to the same parking requirements as any other development. When a development plan is submitted for the residential subdivision

and site plans are submitted for the commercial, mixed use and apartment developments, all proposed uses must comply with Section O of the Zoning Ordinance like any other development.

h. Density of Development, Minimum Lot Size and Other Bulk Requirements.

There is no specific prescribed permitted residential density, setbacks, height limitations or minimum lot size for a PUD Development. The rest of this paragraph is omitted for brevity. The setbacks are set by this process, with the developer making a proposal and the Mayor and City Council setting the final bulk requirements with the approval of the overlay. The proposed bulk requirements are shown on page 1 of the zoning exhibit. The Mayor and City Council will need to determine whether the proposed bulk requirements create a "dense traditional development" as envisioned by this provision.

i. Special Design Requirements in the PUD-V Overlay.

Omitted as not relevant to a PUD-R Overlay.

j. Special Design Requirements in the PUD-R Overlay.

(1). Design Requirements. A PUD-R Development shall be designed in accordance with design requirements as set forth in Article 5, Section E (Subdivision Design Principles and Standards). If the zoning is approved, the development would proceed through the City's normal development process.

(2). Minimum Size of Dwelling Units. All new residential units shall comply with the requirements of Section K.18. This will be confirmed at the building permit stage.

(3). Regional Streetscape Focal Point (RSFP) and Mixture of Residential Uses. A PUDR Overlay shall have as its focus a mixed use traditional "main street" corridor consisting of mixed-use buildings three or more stories in height, that include residential uses, utilizing minimal setbacks, a mixture of green and hardscape open space amenities, rearload parking and such other design features that accomplish this design expectation. The Planning Commission and the Mayor and Council may consider a design that contains this feature on only one side of a streetscape if necessary only to accommodate the unique site constraints of a property proposed for this form of development. However the preferred design is a two-sided urban mixed use streetscape and the one-side option shall be applied only when it is clearly shown that a two-sided mixed-use streetscape cannot be achieved due to site limitations and is not created by developer intent or choice. Housing types (single-family, semi-detached, townhouse and apartment dwellings) shall be mixed and not segregated into individualized pods. An exception can be made when it is necessary to transition effectively to existing surrounding development in accordance with (6) below. As negotiated with staff, a central village green park is being used as the RSFP. houses facing the park along the north-south collector will be constructed with small front yards and no front yard driveways or garages. Apartment and mixed use properties would be along this road in the southern portion of the development. There are five types of dwellings (single-family homes, garage townhouses, townhouses with rear parking, apartments and mixed use buildings

with upper level apartments). The Mayor and City Council will need to determine whether this configuration and plan meets the requirements of this section.

(4). Open Space.

- (a) Open space shall be so located and designed to complement the development and serve as an amenity to the development. Common open space shall comprise not less than ten percent (10%) of the total gross area. The amount of active and passive open space in this development, per the zoning exhibit, is 14.8% of the overall tract (approximately 16.5 acres). A 2.2 acre central green is located in the middle of the townhouse area, with other pockets strategically located at places around the development.
- (b). Character-defining open space in the form of hardscaped areas in the RSFP that are available to all residents and visitors shall be included in meeting the minimum ten percent (10%) open space requirement. This provision was included to allow for hardscaped areas in more "main street" configurations of the RSFP to be included in "open space". There will be additional open spaces created with the apartment development and the mixed use buildings. In this case, the developer took a different approach with the RSFP, focusing more on a village park environment as this central focal point, rather than a "main street" environment. When site plans are submitted for the mixed-use buildings and the apartments, they will be assessed for providing additional open space hardscape amenities that will be knitted into the RSFP. The "village green" park and attention to the placement of buildings and amenities in the portion of the development south of the park will accomplish the "character-defining open space" as expected by this section.
- (c). Forest retention and reforestation required to meet the terms of Article 7 may be included as part of the required open space, provided it is not located in flood plains or other residual areas, and that wooded area is included in a comprehensive strategy for recreation and aesthetics within the development. The relationship and interaction of forest conservation with required open space shall be demonstrated to the Planning Commission's and Mayor and City Council's satisfactions that sufficient open space is provided meeting the general recreational needs of the development. Some of the forest conservation requirement for this development will be met with the use of street trees, but this will be limited due to the difficulty in placing street trees along streets that have townhouses with front load garages and driveways. There is an area reserved for open-space and forest conservation that serves as a buffer between the residential area and the industrial/commercial area.
- (d). Such open space shall include land area to be developed as recreational areas or which is designated for the common use of all occupants and visitors of the planned unit development but shall not include streets, storm water management facilities (unless specifically designed to be a community amenity or natural feature), off-street parking areas, or utility easements, but shall include hardscaped community areas in the RSFP. Such open space shall not be comprised of accumulations of leftover remnants of land on the site, but shall constitute meaningful contiguous areas of land or a planned, coordinated strategy



of distributed open space areas intended to enhance the urban environment experience subject to the approval of the Planning Commission based on reasons set forth in this Article. The central "green" will function as both passive open space and as a focal point for the development. For all or part of the 5.7 acre stormwater management area to be considered part of the open space, when development plans are submitted, they will need to demonstrate that design elements are included that make it usable for some form of community amenity or natural feature). Open space lots and places, both for active and passive recreation are located strategically throughout the development and do not consist of leftover remnants.

(e). Open space also should provide for the preservation of significant natural features on the land and/or provide recreational amenities for the use of the residents of the development. The Planning Commission must be furnished satisfactory evidence as a condition for approval that such open space area will be continued and that perpetual maintenance is provided for. The site is mostly common farmland with no site features of particular uniqueness. During the annexation process, it was alluded to by residents that there may be a farm cemetery on the property, but the developer has found no evidence of it. If it did exist and was a feature of the existing landscape, incorporating it into the design and use of open space could have preserved such an cultural feature. But, the natural environment on this site is not unique and there are no surviving buildings or other noticeable cultural features.

(f). Open space will be for the benefit of the residents and visitors of the development, however, these features and amenities (other than the RSFP hardscape/greenscape) may be made available for use by the general public through dedication to and acceptance by the Mayor and City Council as a city park. There are several large tracts around the edges of the city that are recent annexations where the tract is not close to any government parkland. Staff is in discussion with the City administration on devising a uniform method of considering whether to accept certain open space areas built in new large subdivisions on the edges of the municipality into the city parks system when they are in areas with a deficiency of available parkland. During this process, the City may consider accepting some of the open space in this development into the City park system, but it is premature to speculate at this time whether this will come to fruition. The most recent example of such a decision was the acceptance of Terps Park, located in the Collegiate Acres subdivision, into the city system.

(5). Maximum Allocation of Commercial Uses and Residential Uses. All PUD-R developments shall include both non-residential (commercial) and residential elements. The intent of the PUD-R Overlay is to be predominantly non-residential and mixed-use in character and land use. While this Section does not establish minimum or maximum percentages of land that shall be allocated for commercial or residential use, the Planning Commission shall not recommend and the Mayor and City Council shall not approve a PUD-R Overlay proposal that is not predominantly non-residential and mixed-use in nature. The Mayor and City Council, will need to determine whether this planned development configuration meets the intent of a

**PUD-R overlay to be "predominantly non-residential and mixed-use in character and land use."**

- (6). Compatibility with Neighboring Developments. The perimeter of infill PUD developments shall consider neighboring developments and established building patterns with regards to use, density, street orientation, and landscaping. **Landis Road will be lined with single-family detached dwellings. There are single-family detached dwellings on larger lots located on the north side of Landis Road. The area to the west is predominantly a residential condominium complex and a house of worship. Staff believes that this provision has been met.**
- (7). Fences. Requirements for fencing on residential properties in the PUD-R District shall be the same as is required for all residential properties, per Section K.1. **A general note has been placed on the zoning exhibit regarding this issue, as the zoning exhibit sets the zoning for the area impacted by the overlay.**
- (8). Industrial Performance Standards. See Subsection K.20. **A general note has been placed on the zoning exhibit regarding this issue.**

**k. Approval at the Discretion of the Mayor and Council.**

No party is entitled by law to approval of a PUD Overlay. Approval of such an overlay is a discretionary legislative act of the Mayor and City Council. No PUD Overlay shall be approved unless determined to be in compliance with the requirements of this Subsection and achieves the purpose of this Subsection. **No additional comment.**

**OTHER CONSIDERATIONS:**

**Ongoing Issues with and Observation of Vehicle-Pedestrian Conflicts in Garage-Front Townhouse Developments** - The plan calls for most of the townhouses to be garage-front townhouses, apparently with two-car deep, single-width driveways. The streets on which they will be located are long straight-aways. Given the rhythm of driveways and aprons in front of such homes, there is little to no available on-street parking in these locations.

Staff have identified this as a problem in other townhouse developments in and out of the city, citing Collegiate Acres and Pangborn Park as examples. This frequently results in cars being parked across the public sidewalk, impeding pedestrian traffic and encouraging the casual use of front lawns of townhouses for additional unpaved parking. However, the Zoning Ordinance does not prohibit garage-front townhouses. Overflow lots when provided, are often viewed as inconvenient.

Given the nature of this type of development and past experience, staff believes that the sidewalks on both sides of the east-west streets in the townhouse area will be unusable for typical pedestrian use. Pedestrians will be forced into the streets to get around cars parked across the sidewalk. The city's police force does not have the resources to proactively engage this issue. This will leave enforcement - if there is any - to a homeowner's association.

**AGENCY COMMENTS:**

See attached comments from the City Engineer and the Hagerstown Fire Marshal.

**NEXT STEPS:**

Typically, the record is left open for 10 days following the hearing. Follow-up discussion is scheduled for April 8. The Mayor and City Council will need to determine how to move forward with this proposal. The decision will need to include Findings of Fact as the basis for the decision whether this proposal meets the criteria set forth in the previous pages of this staff report and will need to be addressed in the findings.

Attachments:           Zoning Exhibit (3 pages)  
                              City Engineer Comments  
                              Fire Marshal Comments

Copy:                    Kathleen A. Maher, AICP, Director, PCAD  
                              Jill Thompson, Director, DCED  
                              Doug Reaser, Economic Development Manager, DCED  
                              Gordon Poffenberger P.E., Fox and Associates, for the Applicant



# CITY OF HAGERSTOWN, MARYLAND

Engineering Department

January 24, 2025

To: Stephen Bockmiller, Zoning Administrator/Development Planner

From: Jim Bender, City Engineer JB

Location: Landis Road

Doub Farm Overlay Plan

Thank you for the opportunity to review the referenced zoning/overlay plan which we received on January 8, 2025. We offer the following comments:

1. In general, we have no objection to the proposed overlay scheme. However, we do question the "Commercial/Industrial" area proposed at the eastern end of the property; that land borders existing residential development along Landis Road, and land that is zoned "RT" in Washington County. Buffering from the existing/potential residential development should be considered.

While this plan was submitted for purpose of defining the land use overlays for the property, we offer the following comments from our August 2024 review of a concept plan for the development. While the layout on the current plan is somewhat different than that shown on the concept plan, many of our previous comments will still apply.

2. Approval of this plan is contingent upon obtaining access approval from Washington County for connections to Landis Road. Access approval will also be required for driveways at the 22 single family lots.
3. Previous concepts for Doub Farm showed connections to Dual Highway and Landis Road, just as this concept plan does. However, in those previous comments, the connection to Dual Highway was proposed during early phases of the development; in this case, the connection to Dual Highway is delayed until the third and final phase of development. This means that Landis Road would be the only means of access for 650+ residential units and 50,000 square feet of retail development. Washington County may set a limit on the number of units that can be occupied before the connection to Dual Highway is required. The City Fire Marshall may also set a limit on the number of units that can be occupied before the second connection to Landis Road is required.
4. The minimum right-of-way widths for City local streets is 60'; the internal R/W widths are not labeled, but they scale to approximately 50'. Sidewalks are required on both sides of the streets.
5. Many of the interior streets are straight shots, which will encourage speeding. Traffic calming should be incorporated in an attempt to keep speeds down.
6. Is there a typical townhouse lot layout schematic? Are these garage townhouses, and how deep would the driveways be?
7. In the interior of the townhouse blocks there are narrow open areas – are these just open space areas, or are some of them paved alleys?

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8. On Landis Road where the multiple existing culverts cross under the roadway, it appears that the road is not being widened; Washington County may require the culverts to be extended and the road widened in that area.
  9. Without seeing a parking tabulation, it is impossible to know whether adequate parking is being provided. We note that it will be difficult to create on-street parking spaces on the interior townhouse street network if there are driveways at every unit.
  10. Do the lane assignments on the access road from Dual Highway match the lane assignments that were assumed in the Traffic Impact Study?
  11. No stormwater management design was submitted, so we cannot comment on the adequacy of the design shown on the concept plan.
  12. We reserve the right to make additional comments during our review of revised concepts, or future site development plans.



# HAGERSTOWN FIRE DEPARTMENT

929 ELDRIDGE DRIVE, HAGERSTOWN, MD 21740


TELEPHONE: 301.790.2476

FAX: 301.797.7448

Douglas P. DeHaven  
Plans Examiner

January 13, 2025

TO: PLANNING DEPARTMENT

FROM: Douglas P. DeHaven, Plans Examiner 

SUBJECT: 20250037 – Doub Farm PUD, Hagerstown

Pursuant to your application, you are advised that the Annotated Code of Maryland, Public Safety Article Section 6-317(a) requires that new construction, alterations, and additions be in accordance with the Maryland State Fire Prevention Code, including NFPA Standard 101, Life Safety Code and NFPA Standard 1, Fire Prevention Code (2018 editions). A review has been made of the final plan submitted for the above-referenced project and the following comments are noted from a fire protection standpoint.

A review has been made of the plans submitted for the above-referenced project and the following comments are noted from a fire protection standpoint:

**COMMENTS:**

All work shall be in compliance with NFPA 1-Fire Code, and NFPA 101-Life Safety Code (edition in effect at time of submittal) as adopted.

This will include the requirements for fire department access and building fire flow requirements for the design provided for review.

The above comments are based upon information contained on your submittal only and do not address unsatisfactory conditions resulting from omissions, errors, or failure to clearly indicate conditions. You are requested to provide this office with a WRITTEN POINT BY POINT response in order that all issues can be resolved prior to construction. Contact shall be made with this office at 301-790-2476 to schedule the necessary inspections of this project prior to use and occupancy. Code references are from NFPA Standard 101, Life Safety Code and NFPA Standard 1, Fire Prevention Code (2018 editions) unless otherwise noted.

cc- Design Consultant

**VISION:** Ensure a safe, resilient community while maintaining public trust.

**MISSION:** Provide diverse services for community safety.

**VALUES:** Professional, Respect, Integrity, Dependable, Empathy

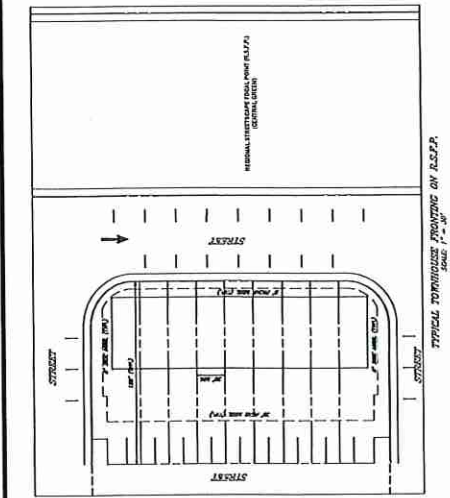
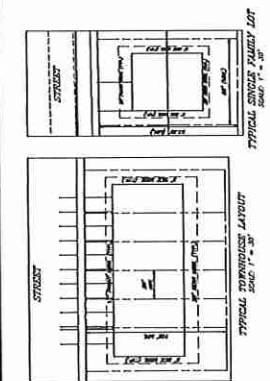






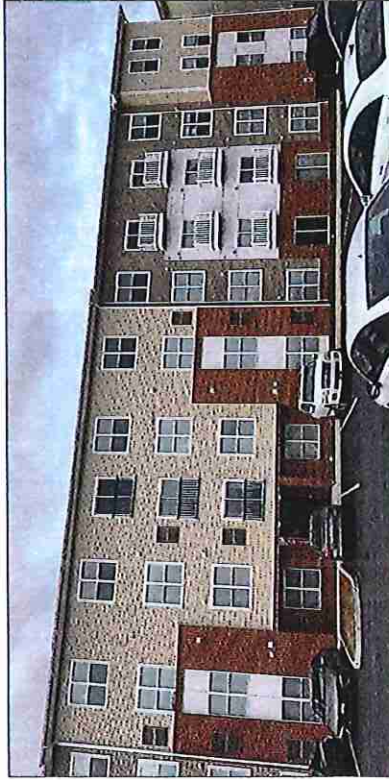
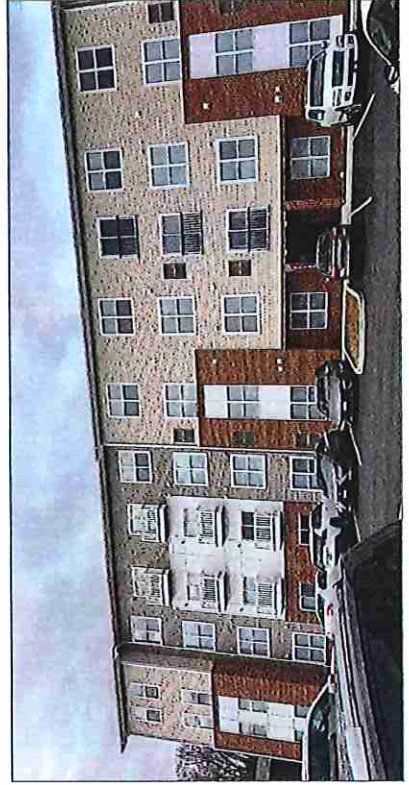


**NOTE:**  
 ARCHITECTURAL EXAMPLES SHOWN ARE FOR ILLUSTRATIVE PURPOSES ONLY. THESE EXAMPLES ARE PROVIDED TO SHOW GENERAL SIZE SCALE, ROUGH DESIGN AND MATERIALS. THESE EXAMPLES SHALL NOT BE INTERPRETED AS FINAL BUILDING ELEVATIONS FOR PROPOSED BUILDINGS. FINAL DESIGN WILL BE PROVIDED AS PART OF THE SITE PLAN APPROVAL PROCESS.





TYPICAL APARTMENT ELEVATIONS



TYPICAL TOWNHOUSE ELEVATION



SHEET 1 OF 1  
 PROJECT: DOUB FARM  
 ADDRESS: 1200 DAY ROAD  
 CITY: WASHINGTON, DC  
 COUNTY: DISTRICT OF COLUMBIA  
 DATE: 01/15/2015  
 DRAWN BY: J. L. [illegible]  
 CHECKED BY: [illegible]  
 APPROVED BY: [illegible]

DOUB FARM  
 BUBBLE PLAN  
 SITUATE BETWEEN DAY ROAD AND LANDS ROAD  
 CITY OF WASHINGTON  
 WASHINGTON COUNTY, MARYLAND

FOX & ASSOCIATES, INC.  
 ENGINEERS • SURVEYORS • PLANNERS  
 111 W. KENYON ROAD  
 SUITE 200  
 WASHINGTON, DC 20005  
 PHONE: (202) 462-1100  
 FAX: (202) 462-1101  
 WWW.FOXANDASSOCIATES.COM

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

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**Topic:**

February 4, 2025, February 11, 2025, February 18, 2025, and February 25, 2025

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Minutes.pdf

**Description**

Motion: Minutes

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** March 25, 2025

**TOPIC:** Approval of Minutes

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

**MOTION:** I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on February 4, 2025, February 11, 2025, February 18, 2025, and February 25, 2025.

DATE OF PASSAGE: March 25, 2025

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

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**Topic:**

2024 Chevrolet Tahoe SSV – Hertrich Fleet Services (Milford, DE) \$ 51,961.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Consent\_Agenda.pdf  
HPD\_-\_2024\_Chevrolet\_Tahoe\_SSV.pdf  
CONSENT\_FORM\_-\_HERTRICH.pdf  
QUOTE\_-\_HERTRICH.pdf  
Hertrich\_Through\_2026.pdf

**Description**

Motion: Consent Agenda  
Signed Consent  
Consent Form  
Quote  
Contract

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** March 25, 2025

**TOPIC:** Consent Agenda

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

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

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

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



## PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: March 25, 2025 Special Session Date: \_\_\_\_\_

Originating Department: Police Department Division (if applicable): \_\_\_\_\_

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (1) 2024 Chevrolet Tahoe SSV

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: \$ 1,118,055 Account Balance: \$ 209,465 Inbudgeted Amount: \$ \_\_\_\_\_

Fiscal Year: FY26 Source of Funds: CIP-Transfer from G.F.

Quantity	Description	Value
	2024 Chevrolet Tahoe SSV	\$ 51,961.00
TOTAL VALUE OF PROJECT		\$51,961.00

ABOVE TO BE USED FOR: Patrol Use

**RECOMMENDED VENDOR:** Business Name: Hertrich Fleet Services  
Business Address: 1427 Bay Road  
City/State/Zip: Milford, Delaware 19963

Bid/Proposal/Quote No.: \_\_\_\_\_ Sole Source? ☒ Yes ☐ No

OTHER VENDORS		
Firm	City/State	Total Amount
Maryland Statewide Contract		
BPO #001B4600229		



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 follows our goal of outfitting sworn staff with a take home car. All purchasing guidelines have been followed. Funding to cover this purchase comes from our vehicle CIP account.

*Chaf Paul* 3/12/25  
Signature / Date

\_\_\_\_\_  
Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tyler Fries* 3/13/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - there is funding available to cover this vehicle purchase.*

*Michelle Hope* 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Scott Newmann* 3/14/25  
Signature / Date





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 3/12/25

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

# HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep  
Lincoln - Mercury - Buick - GMC - Toyota - Nissan

(800) 698-9825

(302) 422-3300

Fax: (302) 839-0555

## HAGERSTOWN

In Stock

### MARYLAND STATEWIDE CONTRACT 2024 POLICE – BPO# 001B4600229

#### TYPE 10-P: TAHOE

2024 Chevrolet Tahoe SSV

Includes Standard Equipment - 40/20/40 Split Bench Front Seat,  
5.3L V8 ECOTEC3, Vinyl Floor / Vinyl Rear Seat, Bluetooth, Rear Camera

✓	Code	Description	Amount
	CK15706	2024 Chevrolet Tahoe SSV 4WD	\$ 49,996
	AMF	4 Extra FOBS (programmed)	\$ 325
	B30/B58	Carpet w/Mats	\$ 195
	6J3	Wiring, Grille Lamps & Siren Speakers	\$ 92
	6J4	Wiring, Horn & Siren Circuit	\$ 55
	6J7	Headlight & Tail Light Flashers (needs connecting)	\$ 50
	UT7	Auxiliary Ground Studs – Cargo Area	\$ 88
	6C7	Red / White Auxiliary Dome Light	\$ 170
	AKO	Deep Tinted Glass	\$ 295
	V76	Black Tow Hooks	\$ 150
	PQA	Safety Package	\$ 395
	VPV	Ship thru Kerr Industries	\$ 150
	Interior	Jet Black Premium Cloth	
	No Charge Colors	GJW – Empire Beige	
		Total for Vehicle	\$ 51,961

Please contact us with any questions or to place an order.

Susan Hickey - [shickey@hertrichfleet.com](mailto:shickey@hertrichfleet.com) - or call 800-698-9825

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B5600291

PRINT DATE: 03/07/25

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### SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

### VENDOR ID:

HERTRICH FLEET SERVICES INC  
1123 INDUSTRIAL PKWY

DENTON, MD 21629  
(800 ) 698-9825

### REFER QUESTIONS TO:

MATTHEW SMITH  
(410 ) 767-3039  
MATTHEW.SMITH2@MARYLAND.GOV

ITB:	EXPR DATE: 03/01/26 POST DATE: 02/25/25	DISCOUNT TERMS: . CONTRACT AMOUNT:	NET 30 DAY .00
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### 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  
FLEET VEHICLES TYPE 4 - POLICE SEDANS

\*\*\*\*\*

THIS IS THE FIRST AND FINAL RENEWAL EFFECTIVE 3/1/2025 THROUGH 2/28/2026 UNDER THE SAME TERMS & CONDITIONS.

VENDOR CONTACT: SUSAN HICKEY  
VENDOR PHONE: SHICKEY@HERTRICHFLEET.COM  
VENDOR EMAIL: 800-698-9825

CONTRACT TERM: ONE (1) YEAR WITH ONE (1) ONE-YEAR OPTION.

CONTACT VENDOR REGARDING AVAILABILITY OF 2024 FORD POLICE INTERCEPTOR HYBRID, LINE 49, BEFORE PLACING AN ORDER.

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM OF FIVE (5) GALLONS OF GASOLINE.

DEALER MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION (MVA) DEALER'S LICENSE. DEALER MUST ALSO POSSESS

A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON REQUEST.

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## STATE OF MARYLAND

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### TERMS (cont'd):

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

DEALER WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE,

AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT. OF MANAGEMENT.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

TIRES: TIRES RECALLED BY ANY MANUFACTURER WILL NOT BE ACCEPTED. IF A MODEL TIRE IS RECALLED BETWEEN CONTRACT AWARD AND VEHICLE DELIVERY, IT WILL BE THE RESPONSIBILITY OF THE DEALER TO REPLACE ANY SUCH TIRES PRIOR TO DELIVERY OF THE VEHICLE

THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

#### PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

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## STATE OF MARYLAND

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

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### TERMS (cont'd):

3. FAILURE TO REMIT PROCESSING 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.

PURCHASES BY OTHER ENTITIES - INDEFINITE QUANTITY CONTRACTS:  
THIS PROVISION APPLIES TO INDEFINITE QUANTITY CONTRACTS.  
PURSUANT TO THE STATE FINANCE AND PROCUREMENT ARTICLE, SECTION 13-110 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT FOR ENTITIES DESCRIBED IN (6) (A) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
  - (I) RECEIVES STATE MONEY; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
  - (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
  - (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR
- (6) A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
  - (B) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
  - (B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
- (7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF

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### TERMS (cont'd):

MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

CONTRACTOR BEARS THE RISK OF DETERMINING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM039467/001IT821413 INCORPORATED HEREIN BY REFERENCE.

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
0001	07006	EA	39,996.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-6-P 1/2 TON PICK UP TRUCK; POLICE SPECIAL SERVICES; V-8 ENGINE; 4WD; 4X4 2024 RAM 1500 SSV				
0008	07006	EA	695.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-6-P 1/2 TON PICK UP TRUCK; POLICE SPECIAL SERVICES; V-8 ENGINE; 4WD; 4X4 OPTION - ALLOY WHEELS				
0010	07006	EA	47,092.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL				

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER

0011	07006	EA	405.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL  
INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER  
OPTION - OUTSIDE HEATED MIRRORS

0012	07006	EA	180.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL  
INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER  
OPTION - REAR INSIDE DOOR LOCKS AND HANDLES DEACTIVATED

0015	07006	EA	100.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL  
INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER  
OPTION - LED SPOTLIGHT DELETE (CREDIT) IF APPLICABLE

0016	07006	EA	610.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL  
INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER  
OPTION - FACTORY OEM CONSOLE



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0017	07006	EA	255.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-6-PP 1/2 TON PICK UP TRUCK; CERTIFIED PURSUIT RATES; 6 OR 8 CYL  
INDER ENGINE; 4X4  
2025 FORD F-150 POLICE RESPONDER  
OPTION - RUNNING BOARDS

0019	07006	EA	39,127.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-P6 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-6 ENGINE; FOR OFF-ROAD TRANSPORT  
2025 DODGE DURANGO PPV V6

0020	07006	EA	225.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-P6 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-6 ENGINE; FOR OFF-ROAD TRANSPORT  
2025 DODGE DURANGO PPV V6  
OPTION - PACKAGE CLOTH REAR SEATS/CARPET

0023	07006	EA	549.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-P6 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-6 ENGINE; FOR OFF-ROAD TRANSPORT  
2025 DODGE DURANGO PPV V6  
OPTION - LED SPOTLIGHT DELETE (CREDIT) IF APPLICABLE

0024	07006	EA	375.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-P6 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-6 ENGINE; FOR OFF-ROAD TRANSPORT  
OPTION - FACTORY OEM CONSOLE



# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

BPO NO: 001B5600291

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PAGE: 07

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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0026	07006	EA	435.0000	
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### AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P6 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-6 ENGINE; FOR OFF-ROAD TRANSPORT

2025 DODGE DURANGO PPV V6

OPTION - FULL WHEEL COVERS

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0029	07006	EA	42,018.0000	
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### AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P8 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-8 ENGINE; FOR OFF-ROAD TRANSPORT

2025 DODGE DURANGO PPV V-8

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0031	07006	EA	225.0000	
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### AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P8 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-8 ENGINE; FOR OFF-ROAD TRANSPORT

2025 DODGE DURANGO PPV V-8

OPTION - PACKAGE CLOTH REAR SEATS/CARPET

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0034	07006	EA	549.0000	
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### AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P8 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-8 ENGINE; FOR OFF-ROAD TRANSPORT

2025 DODGE DURANGO PPV V-8

OPTION - LED SPOTLIGHT DELETE (CREDIT) IF APPLICABLE

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0035	07006	EA	375.0000	
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### AUTOMOBILES AND STATION WAGONS

TYPE 4-9-P8 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-8 ENGINE; FOR OFF-ROAD TRANSPORT

2025 DODGE DURANGO PPV V-8

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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OPTION - FACTORY OEM CONSOLE

0036	07006	EA	435.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-P8 MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; V-8 ENGINE; FOR OFF-ROAD TRANSPORT  
2025 DODGE DURANGO PPV V-8  
OPTION - FULL WHEEL COVERS

0039	07006	EA	44,187.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-MP MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; E-85; FOR OFF-ROAD TRANSPORT  
2025 FORD POLICE INTERCEPTOR UTILITY

0041	07006	EA	220.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-MP MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; E-85; FOR OFF-ROAD TRANSPORT  
2025 FORD POLICE INTERCEPTOR  
OPTION - PACKAGE CLOTH REAR SEATS/CARPET

0044	07006	EA	376.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-MP MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT  
RATED; E-85; FOR OFF-ROAD TRANSPORT  
2025 FORD POLICE INTERCEPTOR  
OPTION - LED SPOTLIGHT DELETE (CREDIT) IF APPLICABLE

0045	07006	EA	390.0000	
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AUTOMOBILES AND STATION WAGONS

\*\*\* CONTINUED, NEXT PAGE \*\*\*

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
TYPE 4-9-MP MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT RATED; E-85; FOR OFF-ROAD TRANSPORT 2025 FORD POLICE INTERCEPTOR OPTION - FACTORY OEM CONSOLE				
0046	07006	EA	370.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-9-MP MID-SIZE UTILITY VEHICLE; AWD; CERTIFIED POLICE PURSUIT RATED; E-85; FOR OFF-ROAD TRANSPORT 2025 FORD POLICE INTERCEPTOR OPTION - FULL WHEEL COVERS				
0049	07006	EA	46,288.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-9-MPH MID-SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE PURSUIT RATED; HYBRID; FOR OFF-ROAD TRANSPORT 2025 FORD POLICE INTERCEPTOR HYBRID				
0051	07006	EA	220.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-9-MPH MID-SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE PURSUIT RATED; HYBRID; FOR OFF-ROAD TRANSPORT 2025 FORD POLICE INTERCEPTOR HYBRID OPTION - PACKAGE CLOTH REAR SEATS/CARPET				
0054	07006	EA	350.0000	
AUTOMOBILES AND STATION WAGONS TYPE 4-9-MPH MID-SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE PURSUIT RATED; HYBRID; FOR OFF-ROAD TRANSPORT 2025 FORD POLICE INTERCEPTOR HYBRID OPTION - LED SPOTLIGHT DELETE (CREDIT) IF APPLICABLE				

# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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0055	07006	EA	390.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-MPH MID-SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED; HYBRID; FOR OFF-ROAD TRANSPORT  
2025 FORD POLICE INTERCEPTOR HYBRID  
OPTION - FACTORY OEM CONSOLE

0056	07006	EA	70.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-9-MPH MID-SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED; HYBRID; FOR OFF-ROAD TRANSPORT  
2025 FORD POLICE INTERCEPTOR HYBRID  
OPTION - FULL WHEEL COVERS

0059	07006	EA	52,627.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-10-P FULL SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED  
2025 CHEVROLET TAHOE PPV

0060	07006	EA	800.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-10-P FULL SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED  
2025 CHEVROLET TAHOE PPV  
OPTION - DRIVER'S SIDE SPOTLIGHT

0061	07006	EA	275.0000	
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AUTOMOBILES AND STATION WAGONS  
TYPE 4-10-P FULL SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED  
2024 CHEVROLET TAHOE PPV

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# BLANKET PURCHASE ORDER

## STATE OF MARYLAND

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

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>	
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OPTION - PACKAGE CLOTH REARS SEATS/CARPET

0065	07006	EA	350.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P FULL SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED

2025 CHEVROLET TAHOE PPV

OPTION - FACTORY OEM CONSOLE

0068	07006	EA	2,248.0000	
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AUTOMOBILES AND STATION WAGONS

TYPE 4-10-P FULL SIZE UTILITY VEHICLE; AWD OR 4X4; CERTIFIED POLICE  
PURSUIT RATED

2025 CHEVROLET TAHOE PPV

OPTION - WHERE 2WD OPTION, (CREDIT)

END OF ITEM LIST

\*\*\*\*\* LAST PAGE \*\*\*\*\*

AUTHORIZED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BUYER AUTHORIZED DESIGNEE

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

---

**Topic:**

Two (2) 2025 Ford Interceptors – Keystone Ford (Chambersburg, PA) \$ 91,600.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

HPD\_-\_2-\_2025\_Ford\_Interceptors.pdf  
CONSENT\_FORM\_-\_KEYSTONE\_FORD.pdf  
2025\_Interceptor\_Utility\_Proposal\_In-Coming.pdf

**Description**

Signed Consent  
CONSENT FORM  
QUOTE





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 continues our advancement to outfit the sworn staff with take home cars per the goal we set forth. Funding comes from our CIP account. All purchasing guidelines have been followed.

*Chef Paul* 3/12/25  
Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tyler French* 3/13/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - funding is available in the budget for this vehicle purchase*

*Michelle* 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Scott McNamee* 3/14/25  
Signature / Date



# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: March 25, 2025 Special Session Date: \_\_\_\_\_

Originating Department: Police Department Division (if applicable): \_\_\_\_\_

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (2) 2025 Ford Interceptors

Account No. 4510000 5842 CIP Control No. C0129

Budget Amount: \$\_\_\_\_\_ Account Balance: \$\_\_\_\_\_ Unbudgeted Amount: \$\_\_\_\_\_

Fiscal Year: FY26 Source of Funds: CIP

Quantity	Description	Value
	2025 Ford Interceptors AWD (\$45,800 / each)	\$ 91,600.00
TOTAL VALUE OF PROJECT		\$91,600.00

ABOVE TO BE USED FOR: Patrol Use

**RECOMMENDED VENDOR:** Business Name: Keystone Ford  
Business Address: 301 Walker Road  
City/State/Zip: Chambersburg, Pennsylvania 17201

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

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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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**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS This purchase continues our advancement to outfit the sworn staff with take home cars per the goal we set forth. Funding comes from our CIP account. All purchasing guidelines have been followed.

 3/12/25  
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: , City Of Hagerstown**  
1 East Franklin St, 2nd Floor  
Hagerstown, MD 21740  
Office: 301-739-8577

---

**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515

---

**Client Proposal**

Prepared by:  
Chad M Sites  
Office: 717-709-6263  
Email: [csites@keystoneford.com](mailto:csites@keystoneford.com)  
Quote ID: HagPD5  
Date: 03/06/2025



## Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

03/06/2025



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

# Selected Equip & Specs

## Dimensions

- Conventional Capacity: 5,000 lbs.
- Vehicle body length: 198.8"
- Vehicle body height: 69.3"
- Front track: 66.9"
- Interior rear cargo volume: 52.0 cu.ft.
- Max interior rear cargo volume: 90.3 cu.ft.
- Headroom first-row: 40.7"
- Leg room first-row: 43.0"
- Shoulder room first-row: 61.8"
- Hip room first-row: 59.3"
- GCWR: 10,500 lbs.
- Vehicle body width: 82.6"
- Wheelbase: 119.1"
- Rear track: 66.9"
- Interior rear cargo volume with seats folded: 90.3 cu.ft.
- Total passenger volume: 118.0 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 40.7"
- Shoulder room second-row: 61.3"
- Hip room second-row: 59.1"

## Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 260 lb.-ft. @4000 RPM
- Heavy-duty radiator
- Automatic full-time AWD
- Recommended fuel: regular unleaded
- All-speed ABS and driveline traction control
- \* **3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
- Horsepower: 285 HP @6500 RPM
- Engine oil cooler
- 10-speed automatic
- All-wheel drive
- Easy Fuel capless fuel filler
- Permanent locking hub control

## Fuel Economy and Emissions

- Gasoline secondary fuel type
- \* **E85 additional fuel types**
- ULEV II emissions

## Suspension and Handling

- Standard ride suspension
- Gas-pressurized rear shock absorbers
- Gas-pressurized front shock absorbers

## Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Independent rear suspension
- Multi-link rear suspension
- Rack-pinion steering
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill start assist
- Strut front suspension
- Front coil springs
- Rear anti-roll bar
- Electric power-assist steering system
- 2-wheel steering system

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

## Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

03/06/2025



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

# Selected Equip & Specs (cont'd)

## Body Exterior

- Trailer wiring harness
- Clearcoat paint
- Body-coloured bodyside cladding
- Black side window trim
- Black windshield trim
- Front tow hook
- Black front bumper rub strip
- Black grille
- Standard style side mirrors
- Black door mirrors
- Conventional right rear passenger door
- P255/60RW18 AS BSW front and rear tires
- 4 doors
- Monotone paint
- Black wheel well trim
- Black door handles
- Body-coloured front bumper
- Body-coloured rear bumper
- Black rear bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- \* **Exterior mirror LED spot lights**
- Conventional left rear passenger door
- Liftgate rear cargo door
- 18 x 8-inch front and rear black steel wheels

## Convenience

- Power door locks
- Power tailgate/rear door lock
- Day/Night rearview mirror
- Cargo area tray/organizer
- Power cargo area access release
- Rear window defroster
- Fixed interval rear windshield wipers
- 2 beverage holders
- Dashboard storage
- Trip computer
- Keyfob activated front door locks
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Driver foot rest
- Heated rear wiper park
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Retained accessory power
- PRND in IP

## Comfort

- Automatic climate control
- Rear climate control system
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Dual-zone front climate control
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

## Seats and Trim

- Seating capacity: 5
- Driver seat with 8-way directional controls
- Height adjustable front seat head restraints
- Bucket front seats
- Front passenger seat with 8-way directional controls
- Manual front seat head restraint control

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## Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

03/06/2025



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

### Selected Equip & Specs (cont'd)

- Manual reclining driver seat
- Power driver seat fore/aft control
- Power reclining passenger seat
- Power passenger seat fore/aft control
- Fixed rear seats
- Split-bench rear seat
- Front passenger seat with 2-way power lumbar
- Power height adjustable driver seat
- Power driver seat cushion tilt
- Power height adjustable control passenger seat
- Power passenger seat cushion tilt
- Height adjustable rear seat head restraints
- Driver seat with 2-way power lumbar
- Cloth front seat upholstery

### Entertainment Features

- 1 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- External memory control
- Speakers number: 4
- Voice activated audio controls
- Wireless audio streaming
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Integrated roof audio antenna

### Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- In-radio display clock
- Driver information center
- Engine/electric motor temperature gauge
- Traction battery level gauge
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Speed sensitive wipers
- Rear reading lights
- High mounted center stop light
- Fade interior courtesy lights
- Digital/analog instrumentation display
- Full gauge cluster screen
- Redundant digital speedometer
- Tachometer
- Engine hour meter
- Gauge cluster display size (inches): 12.30
- Projector beam headlights
- Auto on/off headlight control
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- LED brake lights

### Technology and Telematics

- Vehicle integrated emergency SOS system
- Smart device mirroring
- 2 USB ports
- Bluetooth handsfree wireless device connectivity
- Fleet Telematics Modem selective service internet access

### Safety and Security

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

- Driver front impact airbag
  - Curtain first and second-row overhead airbags
  - Seat mounted side impact front passenger airbag
  - Passenger side knee airbag
  - Rear seat center 3-point seatbelt
  - Front seatbelt pretensioners
  - Fleet Telematics Modem vehicle tracker
  - BLIS (Blind Spot Information System)
  - Rear Cross-Traffic Braking collision mitigation
  - External acoustic pedestrian alert
  - Electronic stability control system with anti-rollover
  - Manual rear child safety door locks
- Seat mounted side impact driver airbag
  - Passenger front impact airbag
  - Airbag occupancy sensor
  - 7 airbags
  - Front height adjustable seatbelts
  - 2 seatbelt pre-tensioners
  - Security system
  - Pre-Collision Assist with Pedestrian Detection
  - Pre-Collision Assist with Pedestrian Detection
  - Rear camera with washer
  - Reverse Sensing System rear parking sensors

Dimensions

General Weights

* Curb weight	4,718 lbs.	* GVWR	6,465 lbs.
Payload	1,670 lbs.		

Trailing Weights

Conventional capacity	5,000 lbs.	GCWR	10,500 lbs.
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Off Road

Min ground clearance	7.6"	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

Vehicle body length	198.8"	Vehicle body width	82.6"
Vehicle body height	69.3"	Wheelbase	119.1"
Front track	66.9"	Rear track	66.9"

Interior Measurements

Interior rear cargo volume	52.0 cu.ft.	Max interior rear cargo volume	90.3 cu.ft.
Interior cargo area max width	47.9 "	Interior rear cargo volume with seats folded	90.3 cu.ft.
Length to rear seat	46.2 "		

Interior Volume

Total passenger volume	118.0 cu.ft.
------------------------	--------------

Headroom

Headroom first-row	40.7"	Headroom second-row	40.4"
--------------------	-------	---------------------	-------

Legroom

Leg room first-row	43.0"	Leg room second-row	40.7"
--------------------	-------	---------------------	-------

Shoulder Room

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

## Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

03/06/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507



## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

## Selected Equip & Specs (cont'd)

Shoulder room first-row ..... 61.8"

Shoulder room second-row ..... 61.3"

### Hip Room

Hip room first-row ..... 59.3"

Hip room second-row ..... 59.1"

## Powertrain

### Engine

**\* Engine 3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**

Engine cylinders ..... V-6

Ignition ..... Spark ignition system

Engine block material ..... Iron engine block

Valves per cylinder ..... 4

Engine location ..... Front mounted engine

Engine mounting direction ..... Longitudinal mounted engine

Cylinder head material ..... Aluminum cylinder head

### Engine Specs

Displacement ..... 3.3L

Bore ..... 3.56"

Compression ratio ..... 12.0

cc ..... 204 cu.in.

Stroke ..... 3.41"

### Engine Power

Horsepower ..... 285 HP@6500 RPM

Torque ..... 260 lb.-ft. @4000 RPM

### Alternator

**\* Alternator amps ..... 250A**

**\* Alternator type ..... Regular duty alternator**

### Battery

Battery amps ..... 92Ah

Battery rating ..... 850CCA

Battery type ..... HD lead acid battery

### Engine Extras

Engine cooler ..... Engine oil cooler

Radiator ..... Heavy-duty radiator

### Transmission

Transmission ..... 10-speed automatic

Transmission electronic control ..... Transmission electronic control

Lock-up transmission ..... Lock-up transmission

Overdrive transmission ..... Overdrive transmission

First gear ratio ..... 4.696

Second gear ratio ..... 2.985

Third gear ratio ..... 2.146

Fourth gear ratio ..... 1.769

Fifth gear ratio ..... 1.52

Sixth gear ratio ..... 1.275

Reverse gear ratio ..... 4.866

Seventh gear ratio ..... 1

Eighth gear ratio ..... 0.854

Ninth gear ratio ..... 0.689

Tenth gear ratio ..... 0.636

Selectable mode transmission ..... Selectable mode transmission

Transmission oil cooler ..... Transmission oil cooler

### Drive Type

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

4WD type	Automatic full-time AWD	Drive type	All-wheel drive
<i>Drivetrain</i>			
Axle ratio	3.73		
<i>Exhaust</i>			
Tailpipe	Stainless steel dual exhaust		
<i>Fuel</i>			
Fuel type	regular unleaded		
<i>Fuel Tank</i>			
Capless fuel filler	Easy Fuel capless fuel filler	* Fuel tank capacity	21.40 gal.
<i>Drive Feature</i>			
Traction control	All-speed ABS and driveline traction control	Locking hub control	Permanent locking hub control
<i>Provisions</i>			
Provisions	Police/fire provisions		

Fuel Economy and Emissions

<i>Fuel Economy</i>			
Secondary fuel type	Gasoline secondary fuel type		
<i>Emissions</i>			
Emissions	ULEV II emissions	Emissions tiers	Tier 2 Bin 5 emissions
<i>Fuel Economy (Alternate 1)</i>			
* Additional fuel types	E85 additional fuel types		

Suspension and Handling

<i>Suspension</i>			
Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers
Rear shock absorbers	Gas-pressurized rear shock absorbers		

Driveability

<i>Brakes</i>			
Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes
<i>Brake Assistance</i>			

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

Hill start assist	Hill start assist	Brake assist system	Brake assist system
Front Suspension			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		
Front Spring			
Regular front springs	Regular front springs	Springs front	Front coil springs
Rear Spring			
Springs rear	Rear coil springs	Rear springs	Regular grade rear springs
Rear Suspension			
Rear anti-roll	Rear anti-roll bar	Suspension type rear	Multi-link rear suspension
Suspension ride type rear	Independent rear suspension		
Steering			
Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels			
Front wheels diameter	18"	Front wheels width	8"
Rear Wheels			
Rear wheels diameter	18"	Rear wheels width	8"
Front And Rear Wheels			
Appearance	black	Material	steel
Front Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		
Rear Tires			
Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Body Exterior

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## Prepared for:

City Of Hagerstown

Prepared by: Chad M Sites

03/06/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507



## 2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

## Selected Equip & Specs (cont'd)

### Trailer

Towing capability ..... Trailer towing capability

Towing hitch ..... Trailer hitch

Towing class ..... Class III tow rating

Towing wiring harness ..... Trailer wiring harness

### Exterior Features

Number of doors ..... 4 doors

\* **License plate front bracket** ..... **Front license plate bracket**

\* **Skid plate** ..... **1 underbody skid plate**

### Body

Body panels ..... Galvanized steel and aluminum body panels with side impact beams

### Mirrors

Convex spotter ..... Convex spotter in driver and passenger side door mirrors

### Spare Tire

Spare tire ..... Full-size spare tire with steel wheel

Spare tire location ..... Spare tire mounted under the cargo floor

### Aerodynamics

Spoiler ..... Rear lip spoiler

### Wheels

Wheel covers ..... Wheel hub covers

## Convenience

### Door Locks

Door locks ..... Power door locks

Tailgate control ..... Power tailgate/rear door lock

Keyfob door locks ..... Keyfob activated front door locks

### Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

### Rear View Mirror

Day/Night rearview mirror ..... Day/Night rearview mirror

### Exterior Mirrors

Door mirrors ..... Power door mirrors

Folding door mirrors ..... Manual folding door mirrors

### Front Side Windows

First-row windows ..... Power first-row windows

### Overhead Console

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

Overhead console	Mini overhead console	Overhead console storage	Overhead console storage
<i>Driver Visor</i>			
Visor driver mirror	Driver visor mirror		
<i>Passenger Visor</i>			
Visor passenger mirror	Passenger visor mirror		
<i>Power Outlets</i>			
12V power outlets	2 12V power outlets		
<i>Cargo Features</i>			
Cargo tie downs	Cargo area tie downs	Cargo light	Cargo area light
<i>Cargo Trim</i>			
Cargo floor type	Carpet cargo area floor	Trunk lid trim	Plastic trunk lid trim
<i>Pedals</i>			
Driver foot rest	Driver foot rest		
<i>Remote Releases</i>			
Cargo access	Power cargo area access release		
<i>Rear Windshield</i>			
Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
Rear windshield wipers	Fixed interval rear windshield wipers	Heated wiper area	Heated rear wiper park
<i>Storage</i>			
Door bins front	Driver and passenger door bins	Number of beverage holders	2 beverage holders
Glove box	Locking glove box	Dashboard storage	Dashboard storage
<i>Windows Feature</i>			
One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows
<i>Windows Rear Side</i>			
Second-row windows	Power second-row windows	Third-row windows	Fixed third-row windows
<i>Miscellaneous</i>			
Trip computer	Trip computer	PRND in IP	PRND in IP
Accessory power	Retained accessory power		

Comfort

<i>Climate Control</i>			
Climate control	Automatic climate control	Dual-zone front climate control	Dual-zone front climate control
Cabin air filter	Cabin air filter	Rear climate control	Rear climate control system



2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material Cloth headliner materialHeadliner coverage Full headliner coverage

Door Trim

Door panel insert Metal-look door panel insert

Floor Trim

Floor covering Full vinyl floor coveringFloor coverage Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholsteryRear seatback upholstery Carpet rear seatback upholstery

Steering Wheel

Steering wheel material Urethane steering wheelSteering wheel telescopic Manual telescopic steering wheel

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controlsHeight adjustable driver seat Power height adjustable driver seat

Driver seat fore/aft control Power driver seat fore/aft controlDriver seat cushion tilt Power driver seat cushion tilt

Passenger seat directionFront passenger seat with 8-way directional controlsSplit front seats Bucket front seats

Reclining passenger seat Power reclining passenger seatHeight adjustable passenger seat Power height adjustable control passenger seat

Passenger seat fore/aft control Power passenger seat fore/aft controlPassenger seat cushion tilt Power passenger seat cushion tilt

Front head restraints Height adjustable front seat head restraintsFront head restraint control Manual front seat head restraint control

Reclining driver seat Manual reclining driver seat

Rear Seats

Bench seats Split-bench rear seatRear seats fixed or removable Fixed rear seats

Folding second-row seats 35-30-35 folding rear seatsRear seat direction Front facing rear seat

Rear seat folding position Fold forward rear seatbackRear head restraints Height adjustable rear seat head restraints

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

Rear head restraint control . . . . . Manual rear seat head restraint control	Number of rear head restraints . . . . . 3 rear seat head restraints
<i>Lumbar Seats</i>	
Driver lumbar . . . . . Driver seat with 2-way power lumbar	Front passenger lumbar . Front passenger seat with 2-way power lumbar
<i>Front Seat Trim</i>	
Front seat upholstery . . . . . Cloth front seat upholstery	Front seatback upholstery . . . . . Vinyl front seatback upholstery
<i>Interior Accents</i>	
Interior accents . . . . . Metal-look interior accents	
<i>Gearshifter Material</i>	
Gearshifter material . . . . . Urethane gear shifter material	

Entertainment Features

<i>Displays</i>	
Primary touchscreen display . . . . . Primary touchscreen display	Number of first-row displays .1 total number of 1st row displays
Primary display size . . . . . 8 inch primary display	
<i>Radio Features</i>	
Aux input jack . . . . . Auxiliary input jack	External memory . . . . . External memory control
Seek scan . . . . . Seek scan	
<i>Speakers</i>	
Speakers . . . . . Standard grade speakers	Speakers number . . . . . 4
<i>Audio Features</i>	
Steering mounted audio control . . . . . Steering wheel mounted audio controls	Speed sensitive volume . . . . . Speed sensitive volume
Voice activated audio . . . . . Voice activated audio controls	Wireless streaming . . . . . Wireless audio streaming

Lighting, Visibility and Instrumentation

<i>Instrument Panel Trim</i>	
Panel insert . . . . . Metal-look instrument panel insert	
<i>Instrumentation</i>	
Trip odometer . . . . . Trip odometer	Instrumentation display Digital/analog instrumentation display
<i>Instrumentation Displays</i>	
Speedometer . . . . . Redundant digital speedometer	Driver information center . . . . . Driver information center
Clock . . . . . In-radio display clock	

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

Instrumentation Gauges

Tachometer	Tachometer	Traction battery level gauge	Traction battery level gauge
Engine/electric motor temperature gauge	Engine/electric motor temperature gauge	Gauge cluster display size (inches)	12.30
Engine hour meter	Engine hour meter		

Instrumentation Warnings

Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low washer fluid warning	Low washer fluid warning
Low brake fluid warning	Low brake fluid warning	Battery charge warning	Battery charge warning
Headlights on reminder	Headlights on reminder	Key in vehicle warning	Key in vehicle warning
Door ajar warning	Door ajar warning	Trunk warning	Rear cargo ajar warning
Service interval warning	Service interval indicator	Low tire pressure warning	Tire specific low air pressure warning

Glass

Tinted windows	Deep tinted windows
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Headlights

Headlights	LED low and high beam headlights	Headlight type	Projector beam headlights
Auto headlights	Auto on/off headlight control	Multiple headlights	Multiple enclosed headlights

Front Windshield

Wipers	Variable intermittent front windshield wipers	Speed sensitive wipers	Speed sensitive wipers
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Interior Lighting

Variable panel light	Variable instrument panel light	Front reading lights	Front reading lights
Rear reading lights	Rear reading lights		

Lights

Interior courtesy lights	Fade interior courtesy lights	LED brake lights	LED brake lights
High mount stop light	High mounted center stop light		

Technology and Telematics

Connectivity

Handsfree	Bluetooth handsfree wireless device connectivity	Smart device integration	Smart device mirroring
Emergency SOS	Vehicle integrated emergency SOS system		

Internet Access

Internet access	Fleet Telematics Modem selective service internet access
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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Selected Equip & Specs (cont'd)

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ..	Driver front impact airbag	Number of airbags .....	7 airbags
Front impact airbag passenger .....	Passenger front impact airbag	Knee airbag .....	Passenger side knee airbag
Front side impact airbag driver .....	Seat mounted side impact driver airbag	Front side impact airbag passenger .....	Seat mounted side impact front passenger airbag
Occupancy sensor .....	Airbag occupancy sensor	Overhead airbags .....	Curtain first and second-row overhead airbags

Seatbelts

3-point seatbelt .....	Rear seat center 3-point seatbelt	Height adjustable seatbelts .....	Front height adjustable seatbelts
Seatbelt pretensioners .....	Front seatbelt pretensioners	Seatbelt pretensioners number .....	2 seatbelt pretensioners

Security System

Vehicle tracker .....	Fleet Telematics Modem vehicle tracker	Security system .....	Security system
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Active Driving Assistance

Blind spot .....	BLIS (Blind Spot Information System)	Forward collision warning .....	Pre-Collision Assist with Pedestrian Detection
Rear collision warning .....	Rear Cross-Traffic Braking collision mitigation	Pedestrian detection .....	Pre-Collision Assist with Pedestrian Detection
External acoustic pedestrian alert .....	External acoustic pedestrian alert		

Cameras

Rear camera .....

Rear camera with washer

Traction Control

Electronic stability control ..

Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors .....

Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks ..

Manual rear child safety door locks

**Prepared for:**  
City Of Hagerstown  
Prepared by: Chad M Sites  
03/06/2025



Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Warranty

Standard Warranty

*Basic Warranty*

Basic warranty ..... 36 months/36,000 miles

*Powertrain Warranty*

Powertrain warranty ..... 60 months/100,000 miles

*Corrosion Perforation*

Corrosion perforation warranty ..... 60 months/unlimited

*Roadside Assistance Warranty*

Roadside warranty ..... 60 months/60,000 miles

*Hybrid/Electric Components Warranty*

Hybrid/electric components warranty ..... 96 months/100,000 miles

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**Prepared for:**

City Of Hagerstown

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03/06/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515 | Quote ID: HagPD5

**As Configured Vehicle**

<b>Code</b>	<b>Description</b>	<b>MSRP</b>
K8A	Base Vehicle Price (K8A)	\$49,515.00
500A	Order Code 500A <i>Includes:</i> - 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
99B	Engine: 3.3L V6 Direct-Injection <i>(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.</i>	-\$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
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel <i>Includes polished stainless steel hub cover and center caps.</i>	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear <i>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.</i>	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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03/06/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

**2025 Police Interceptor Utility AWD Base (K8A)**

Price Level: 515 | Quote ID: HagPD5

**As Configured Vehicle (cont'd)**

Code	Description	MSRP
	<p>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 <a href="https://fordpro.com/en-us/telematics/">https://fordpro.com/en-us/telematics/</a> or call 1-833-811-FORD (3673).</p> <p><i>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.</i></p> <p><i>Includes:</i>  - SYNC Phoenix Communication &amp; 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.</p>	
153	Front License Plate Bracket	N/C
51T	Driver Only LED Bulb Spot Lamp (Whelen)	\$420.00
76D	Underbody Deflector Plate <i>Engine and transmission shield.</i>	\$340.00
68G	Rear-Door Controls Inoperable <i>Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.</i>	\$80.00
18D	Global Lock/Unlock Feature <i>Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second liftgate lock release + patio timer. Overhead liftgate button and blue liftgate release button on key fob will not have any function when pressed with this option.</i>	N/C
60R	Noise Suppression Bonds (Ground Straps)	\$100.00
FLADCR	Fleet Advertising Credit	\$0.00
425	50-State Emissions System  Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
UM_01	Agate Black	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C
SUBTOTAL		\$48,125.00
Destination Charge		\$1,595.00
TOTAL		\$49,720.00

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Pricing Summary - Single Vehicle

			MSRP
<i>Vehicle Pricing</i>			
Base Vehicle Price			\$49,515.00
Options			-\$1,390.00
Colors			\$0.00
Upfitting			\$0.00
Fleet Discount			\$0.00
Fuel Charge			\$0.00
Destination Charge			\$1,595.00
Subtotal			\$49,720.00
<i>Pre-Tax Adjustments</i>			
Code	Description		MSRP
6	Discount		-\$3,920.00
Total			\$45,800.00

Customer Signature

Acceptance Date

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Quote ID: HagPD5

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

		MSRP
<i>Vehicle Pricing</i>		
Base Vehicle Price		\$99,030.00
Options		-\$2,780.00
Colors		\$0.00
Upfitting		\$0.00
Fleet Discount		\$0.00
Fuel Charge		\$0.00
Destination Charge		\$3,190.00
Subtotal		\$99,440.00
<i>Pre-Tax Adjustments</i>		
Code	Description	MSRP
6	Discount	-\$7,840.00
Total		\$91,600.00

Customer Signature

Acceptance Date

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

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**Topic:**

Unlimited Third-Party Storage – Axon Enterprise, Inc. (Scottsdale, AZ) \$ 28,191.67

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

HPD\_-\_Unlimited\_Third-Party\_Storage.pdf  
CONSENT\_FORM\_-\_AXON.pdf  
QUOTE\_-\_AXON.pdf  
Axon\_Sole\_Source\_(2023).pdf

**Description**

Signed Consent  
CONSENT FORM  
QUOTE  
SOLE SOURCE LETTER

[illegible]



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 will allow us to store non-Axon video or digital evidence at an affordable costs. Funding comes from our general fund account. All purchasing guidelines have been followed.

*Cheryl Paul* 3/12/25  
Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tip O'Connell* 3/14/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - adequate funding has been identified within HPD operating budget to transfer & cover this service*

*Michelle Agnew* 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Scott Newman* 3/14/25  
Signature / Date





PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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**REVIEWED AND APPROVED AS FOLLOWS:**

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COMMENTS This purchase will allow us to store non-Axon video or digital evidence at an affordable costs. Funding comes from our general fund account. All purchasing guidelines have been followed.

 3/12/25  
Signature / Date

\_\_\_\_\_  
Signature / Date

**(2) Purchasing Agent**

COMMENTS

\_\_\_\_\_  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

\_\_\_\_\_  
Signature / Date

**(4) City Administrator**

COMMENTS

\_\_\_\_\_  
Signature / Date



Axon Enterprise Inc.  
 PO BOX 29661  
 DEPARTMENT 2018  
 PHOENIX, AZ 85038-9661  
 Ph: 1-480-991-0797, option 5, option 1  
[arinquiries@axon.com](mailto:arinquiries@axon.com)  
[www.axon.com](http://www.axon.com)  
 TIN: 86-0741227  
 DUNS Number: 832176382  
 UEI Number: TBW7MGPYURM7

## Invoice

Invoice ID INUS328032  
 Invoice Account 110659  
 Date 01-Mar-25  
 Payment Term Net 30 days  
 PO/DO #  
 Quote # Q-459359,  
 Sales Order #  
 Terms of Delivery FCA  
 Customer Reference Q-459359,

### BILL TO

Hagerstown Police Dept. - MD  
 50 N Burhans Blvd  
 Hagerstown, MD 21740-4661  
 USA

### SHIP TO

Hagerstown Police Dept. - MD  
 50 N Burhans Blvd  
 Hagerstown, MD 21740-4661  
 USA

	Ship to*	Bundled Item Number	Bundled Description	Bundled Quantity	Invoice Plan %			Amount
Bundled Line Subtotal								0.00
Line No.	Ship to*	Item Number	Description	Quantity	Unit Price	Subtotal	Invoice Plan %	Amount
1	1	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	75.00	3,383.00	253,725.00	11.111111%	28,191.67
			Tax Date 01-Mar-25					
			Shipment Date:					
Item Line Subtotal								28,191.67
Sales Amount								28,191.67
Misc. Charge								0.00
Discount								0.00
Sales Tax								0.00
Total								28,191.67
Credit Amount(s) Applied								0.00
Amount Received								0.00
Payment Due				31-Mar-25	BALANCE DUE	USD	28,191.67	

### PAYMENT REMITTANCE INFORMATION

For ACH/EFT Payment: (Preferred Method)		For Wire Transfers		For Check Payments Mail To:	For Overnight Check Payments Mail
Account Name	Axon Enterprise, Inc.	Beneficiary	Axon Enterprise, Inc.	Axon Enterprise, Inc.	Axon Enterprise, Inc.
Account Number	634912729	Account Number	634912729	PO BOX 29661	JPMorgan Chase (AZ1-2170)
Bank Routing No	122100024	Bank Routing No	021000021	DEPARTMENT 2018	Attn: Axon Enterprises 29661-2018
Reference No	INUS328032	SWIFT Code	CHASUS33	PHOENIX, AZ 85038-9661	2108 E Elliot Rd,
		Reference No	INUS328032	Reference No INUS328032	Tempe, AZ 85283
					Reference No INUS328032

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire



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January 4, 2023

**To: United States state, local and municipal law enforcement agencies**

**Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Axon Evidence (Evidence.com) Data Management Solutions<sup>1</sup>**

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

### **Axon Digital Evidence Solution Description**

#### **Axon Body 3 Video Camera (DVR)**

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- "Find my camera" feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

#### **Axon Flex 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

#### **Axon Flex 2 Controller**

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

#### **Axon Air System**

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android

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<sup>1</sup> Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



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- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

#### **Axon Body 2 Video Camera**

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

#### **Axon Fleet 3 Camera**

- High-definition Dual-View Camera with panoramic field of view, 12x zoom, and AI processing for automatic license plate reader (ALPR)
- High-definition Interior Camera with infrared illumination for back seat view in complete darkness
- Wireless Mic and Charging Base for capturing audio when outside of vehicle
- Fleet Hub with connectivity, global navigation satellite system (GNSS), secure solid-state storage, and Signal inputs
- Automatic transition from Buffering to Event mode with configurable Signals
- Video Recall records last 24 hours of each camera in case camera not activated for an event
- Intuitive mobile data terminal app, Axon Dashboard, for controlling system, reviewing video, quick tagging, and more
- Ability to efficiently categorize, play back and share all video and audio alongside other digital files on Evidence.com
- Multi-cam playback, for reviewing up to four videos, including body-worn and in-car footage, at the same time
- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with all Axon Fleet and other Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Prioritized upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM) and Signal Side Arm (SSA).
- Best-in-class install times, wireless updates and quick remote troubleshooting
- Optional Axon Aware live stream, alerts, and location updates for situational awareness
- Optional Axon ALPR hotlist alerts, plate read retention, and investigative search



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### **Axon Fleet 2 Camera**

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

### **Axon Signal Unit (ASU)**

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Signal Performance Power Magazine (SPPM)**

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

### **Axon Signal Sidearm Sensor**

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

### **Axon Interview Solution**

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and





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- interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

#### **Axon Signal Technology**

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

#### **Axon Dock**

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+A1:2011+A2:2014 Information Technology Equipment safety standards.

#### **Axon Evidence Data Management System**

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure



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- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

#### **Axon Evidence for Prosecutors**

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

#### **Attorney Premier**

- All the benefits Axon Evidence for Prosecutors
- Purpose-built user interface optimizes evidence management, review functionalities, and case relevant information
- Unlimited AI transcription of playable video and audio files
- Native image and PDF redaction software
- Ability to natively play a wide variety of 3<sup>rd</sup> party video codecs (CCTV) and extract file into an MP4
- Ability to obtain evidence directly from members of the community via secure web link
- Unlimited storage and data collected and shared by Axon partner agencies via Axon Evidence (Evidence.com)
- Available unlimited 3<sup>rd</sup> party data source storage plan
- Pro Licenses – all users have access to pro license features, including the Redaction Studio, Transcription Assistant, and Multi-Cam, and Reporting functionalities
- Transcription is Unlimited and automatic (i.e. all videos ingested into Attorney Premier are automatically transcribed)
- Discovery module designed to optimize all aspects of discovery management

#### **Axon Capture Application**

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

#### **Axon Commander Services**

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats





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### **Axon View Application**

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

### **Axon Records**

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable



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password complexity, IP-based access restrictions, and multi-factor authentication support

- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

#### **Axon Standards**

- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

#### **Axon Professional Services**

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

#### **Axon Auto-Transcribe**

- Transcribes audio to text, producing a time-synchronized transcript of incidents
- Allows searches for keywords (e.g., names, and addresses)
- Embedded time stamps when critical details were said and events occurred
- Produce transcripts in substantially less time than with manual methods
- Pull direct quotes and witness statements directly into reports

#### **Axon Support Engineer:**

- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

#### **Axon Respond for Dispatch (CAD)**

- Integration with Axon Respond for Devices (Axon Body 3) for location and/or live



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streaming in CAD.

- Integration with TASER 7 CEW devices for enhanced situational awareness.
- Native ESRI based mapping with ability to connect to ESRI online communities and your agency's local ArcGIS data.
- SaaS model reduces security and administration by local IT staff: no local installation
- Robust API and SDK allows data to be easily ingested and pushed out to other systems -- preventing data silos.
- Complete leveraging of Axon Evidence (evidence.com) sharing to allow fast, efficient, digital and secure sharing of data to DAs and Prosecutors.
- Future versions/enhancements included with minimal down time and no need to purchase an upgrade to the latest version.
- Native integration with Axon Records.
- Reliability: Fault – and disaster – tolerant infrastructure in at least four redundant data centers in both the East and West regions of the United States.
- Security Testing: Independent security firms perform in depth security and penetration testing.
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement.

#### **Axon Investigate**

- Video analysis software
- Compatible with video from cell phones, on-officer cameras, in-car camera systems, social media, and other sources
- Oriented to investigators and prosecutors
- Integration with Axon Evidence services
- Automatically identify video file codecs, formats, hash values, and other metadata
- Automatically determine the required codec necessary to play a wide variety of video formats
- Play forwards/backwards and fast forward through almost any video file
- Scrub forwards/backwards through almost any video file
- Mark and auto export an unlimited number of tagged video frames
- Create subclips from any readable media
- Batch transcode files to standard file formats (including uncompressed, lossless h.264, wmv, and more)
- Add filters to transcode workflow (including resize, deinterlace, pad, crop, blur, concatenate, etc.)
- Provide enhancement capabilities, such as stabilization, brightness adjustments, and frame averaging
- Produce dynamic frame analysis spreadsheets to xml documents
- Validate results compared with hexadecimal analysis tools
- Build and share workflows with other users
- Transcode files directly to Avid Media Composer projects
- Identify duplicate files in any folder based on md5 hash
- Produce detailed written reports via interactive PDF with embedded video and image content within iNPUT-ACE
- Extract I-frames
- Decimate



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- Canvas Editor (picture-in-picture)
- Add raw FFmpeg arguments
- Perform four types of macroblock analysis
  - 4x4 prediction removed
  - 8x8 prediction removed
  - Color coded block types
  - Quantization parameter evaluation
- Offered iNPUT-ACE Software (from Axon Enterprise)
- Variable frame rate (VFR) lightboard designed to accurately calculate time and vehicle speed from any video surveillance camera. This feature is designed to eliminate common errors that might occur during calculations based on frame rate.
- Camera match overlay tool that provides margin of error reports based on scanner, calibration, and resolution accuracy (e.g., a margin of error of +0.5 feet) for data collected from footage.

#### **Axon Justice**

- Productivity tool for prosecutors and defense attorneys
- Streamlined evidence management
- Unlimited Auto-Transcribe for audio and video
- Discovery workflows, fully integrated with Axon Evidence services
- Axon Evidence conversion and playback tools for third-party video, including body-worn, in-car, interview room, and CCTV video
- Chain of custody reports with extensive audit trail
- Free sharing with partners
- Customer-defined data retention policies

#### **Axon Customer Support**

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting



#### **Axon Brand Model Numbers**

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
  - Axon Flex 2 Camera (online) Model: 11528
  - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534



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5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
6. Axon Flex 2 Camera Mounts:
  - Oakley Flak Jacket Kit Model: 11544
  - Collar Mount Model: 11545
  - Oakley Clip Model: 11554
  - Epaulette Mount Model: 11546
  - Ballcap Mount Model: 11547
  - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Body 2 Camera Mounts:
  - Axon RapidLock Velcro Mount Model: 74054
11. Axon Flex 2 Controller, Axon Body 2 Camera, and Axon Body 3 Camera Mounts:
  - Z-Bracket, Men's, Axon RapidLock Model: 74018
  - Z-Bracket, Women's Axon RapidLock Model: 74019
  - Magnet, Flexible, Axon RapidLock Model: 74020
  - Magnet, Outerwear, Axon RapidLock Model: 74021
  - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
  - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
  - MOLLE Mount, Single, Axon RapidLock Model: 11507
  - MOLLE Mount, Double, Axon RapidLock Model: 11508
  - Mini MOLLE Mount, Axon RapidLock Model: 11703
  - Belt Clip Mount, Axon RapidLock Model: 11509
12. Axon Fleet Camera
  - Axon Fleet 2 Front Camera: 71079
  - Axon Fleet 2 Front Camera Mount: 71080
  - Axon Fleet 2 Rear Camera: 71081
  - Axon Fleet 2 Rear Camera Controller: 71082
  - Axon Fleet 2 Rear Camera Controller Mount: 71083
  - Axon Fleet Battery System: 74024
  - Axon Fleet Bluetooth Dongle: 74027
  - Axon Fleet 3 Dual View Camera: 72000
  - Axon Fleet 3 Interior Camera: 72037
  - Axon Fleet Hub: 72010
13. Axon Signal Unit Model: 70112
14. Axon Dock Models:
  - Axon Dock – Individual Bay and Core for Axon Flex 2
  - Axon Dock – 6-Bay and Core for Axon Flex 2
  - Individual Bay for Axon Flex 2 Model: 11538



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- Core (compatible with all Individual Bays and 6-Bays) Model: 70027
  - Wall Mount Bracket Assembly for Axon Dock: 70033
  - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
  - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
  - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
15. Axon Signal Performance Power Magazine (SPPM) Model: 70116
16. Axon Investigate Standard Seat License Package, 1-Year Renewal Model: 8025

### Axon Product Packages

1. **Officer Safety Plan:** Includes an X2 or X26P energy weapon, Axon camera and Dock upgrade, and Axon Evidence license and storage. See your Sales Representative for further details and Model numbers.
2. **Officer Safety Plan 7:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, Axon Aware, and Axon Records Core.
3. **Officer Safety Plan 7 Plus:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.
4. **Officer Safety Plan 7 Plus Premium:** Includes a TASER 7 energy weapon, Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon Citizen for Communities, Axon Redaction Assistant, Axon Signal Sidearm, Axon Auto-Transcribe, Axon VR Training, and unlimited first-party and unlimited third-party storage.
5. **TASER 7 Basic:** Pays for TASER 7 program in installments over 5 years including access to Axon Evidence services for energy weapon program management.
6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P energy weapons, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)
7. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges and online training content.
8. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.
9. **TASER 7 Certification with Virtual Reality (VR):** Pays for the TASER 7 program in installments over 5 years including access to Evidence.com for energy weapon program management, annual training cartridges, unlimited duty cartridges, online training content, and VR training.
10. **TASER 60:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years.



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11. **Unlimited Cartridge Plan:** Allows the agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.
12. **TASER 60 Unlimited:** Pays for X2 and X26P energy weapons and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.
13. **TASER 7 Close Quarters Dock Plan:** Pays for TASER 7 Close Quarters Plan over a 5-year period in installments including access to Evidence.com for energy weapon program management, rechargeable batteries, annual cartridge shipments, unlimited duty cartridges, and access to online training.
14. **Axon Core:** Pays for the TASER 7 CQ, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
15. **Axon Core+:** Pays for the TASER 7 energy weapon, TASER Dock, weapon Axon Evidence license, training and duty cartridges, Axon Body 3 camera, Professional Axon Evidence license, unlimited storage, camera hardware upgrade every 2.5 years, Axon Respond, Axon Signal Sidearm, and auto tagging.
16. **Corrections Officer Safety Plan:** Includes a TASER 7 energy weapon, Axon Body 3 Camera, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage.
17. **Corrections Post OSP:** Includes one TASER 7 energy weapon for every two licenses, one Axon Body 3 Camera for every two licenses, Axon Dock, Axon Camera and Dock Upgrade, Axon Evidence Licenses and unlimited Axon storage for each license.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
Axon Enterprise, Inc. 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791	Axon Enterprise, Inc. 17800 N. 85 <sup>th</sup> Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner  
Chief Operating Officer  
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, iOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Evidence, Axon Fleet, Axon Flex, Axon Interview, Axon Records, Axon Respond,





17800 N 85TH STREET  
SCOTTSDALE, ARIZONA 85255

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AXON.COM

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

---

**Topic:**

Replacement of Sliding Boards - Playground Specialist (Thurmont, MD) \$ 10,132.40

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Public\_Works\_-\_Park\_Equipment\_-\_Playground\_Specialist.pdf

**Description**

Signed Consent



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 The remainder of the playground equipment where these sliding boards attached is still in good repair. Only the sliding boards need replaced to ensure a safe and pleasurable experience for the rider.

*SB* *3/11/2025*

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tyler French 3/11/25*

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - funding has been identified to transfer to cover the costs of these slides.*

*Michelle H. 3/11/25*

Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Steve Hanna 3/13/25*

Signature / Date



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

**ADDRESS**

CITY OF HAGERSTOWN  
ATTN: SCOTT SMOOT  
351 NORTH CLEVELAND AVE  
HAGERSTOWN, MD 21740

**SHIP TO**

CITY OF HAGERSTOWN  
M/F: COLLEGIATE  
351 NORTH CLEVELAND AVE  
HAGERSTOWN, MD 21740

Proposal 32931A

DATE 11/01/2024

**SALES REP**  
TIM BOYLE

TYPE	QTY	RATE	AMOUNT
<b>PARTS</b>	1	830.00	830.00
BPL2037BST - 90 DEGREE GLIDE SLIDE BEDWAY - BROWNSTONE			

\*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	830.00
TAX (0%)	0.00
SHIPPING	175.00

Sign and return when approved. Thank you!

**TOTAL \$1,005.00**

Accepted By

Accepted Date

Fax # 301-271-9239 or Email: sales@playspec.com





**PLAYGROUND SPECIALISTS, INC.**  
29 Apples Church Road  
Thurmont, MD 21788  
8003850075  
www.playspec.com

**ADDRESS**

CITY OF HAGERSTOWN  
ATTN: SCOTT SMOOT  
351 NORTH CLEVELAND AVE  
HAGERSTOWN, MD 21740

**SHIP TO**

CITY OF HAGERSTOWN  
351 NORTH CLEVELAND AVE  
HAGERSTOWN, MD 21740

**Proposal 33626A****DATE** 03/05/2025**SALES REP**

TIM BOYLE

TYPE	QTY	RATE	AMOUNT
<b>NOTE</b> SOURCEWELL CONTRACT #010521-LTS			
<b>PLAYWORLD EQUIPMENT</b> ZZCH2697 - 72" FREESTANDING GLIDE SLIDE	1	8,586.00	8,586.00
<b>DISCOUNT</b> SOURCEWELL CONTRACT 10% DISCOUNT OFF PLAYWORLD LIST PRICE ABOVE	1	-858.60	-858.60

\*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 7,727.40

TAX (0) 0.00

SHIPPING 1,400.00

Sign and return when approved. Thank you!

**TOTAL****\$9,127.40**

Accepted By

Accepted Date

Fax # 301-271-9239 or Email: sales@playspec.com

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

---

**Topic:**

Replacement of Sliding Boards - Metro Recreation Inc. (Jefferson, MD) \$ 27,278.91

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Public\_Works\_-\_Park\_Equipment\_-\_Metro\_Recreation.pdf

**Description**

Signed Consent





PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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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 The remainder of the playground equipment where these sliding boards attached is still in good repair. Only the sliding boards need replaced to ensure a safe and pleasurable experience for the rider.

*EBH* 3/11/2025  
Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Tyler Frea* 3/11/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - funding has been identified to transfer to cover the costs of these slides*

*Michelle* 3/11/25  
Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approve*

*Christine* 3/13/25  
Signature / Date



Metro Recreation Inc.  
4907 Camden Place N.  
Jefferson, MD 21755  
1-888-4

QUOTE:

Project: Slides City of Hagerstown

**Prepared For:**

Scott Smoot  
City of Hagerstown  
351 N. Cleveland St  
Hagerstown, MD 21740  
301-739-8577 (phone)  
ssmoot@hagerstownmd.org

**Project Name & Location:**

**Prepared by:**

Metro Recreation

4907 Camden Place North  
Jefferson, MD 21755 USA  
240-409-2870 (phone)

**Ship To Address:**

Scott Smoot  
City of Hagerstown  
351 N. Cleveland St  
Hagerstown, MD 21740  
301-739-8577 (phone)  
ssmoot@hagerstownmd.org

**End User:**

Scott Smoot  
City of Hagerstown  
351 N. Cleveland St  
Hagerstown, MD 21740  
301-739-8577 (phone)  
ssmoot@hagerstownmd.org

Quote Number: R0102250043  
Quote Date: 2/28/2025  
Valid For: 30 Days From Quote Date

## Staley Typhoon

Product line: KidsChoice  
Age group:

## Global defaults

Slide Rockite  
Spiral Barrel

GREEN  
BLUE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
906443GRY	PARTS CARTON - (2) WASHER PLATES	1	1.00	60.00	60.00
929394GRN	TYPHOON DOMED BARREL CANOPY	1	18.00	645.00	645.00
929543S	TYPHOON SLIDE ASSY, DOMED (630 DEG)	1	1,500.00	5,106.00	5,106.00
HW911830-1	HRDW PKG VORTEX TYPHN BRRL L1/1	1	2.07	64.00	64.00

3/3/2025  
QUOTE: R0102247008

Page 1 of 6



## Fairgrounds Typhoon

Product line: KidsChoice

Age group:

## Global defaults

Slide Rockite

Spiral Barrel

GREEN

BEIGE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
906443GRY	PARTS CARTON - (2) WASHER PLATES	1	1.00	60.00	60.00
929394GRN	TYPHOON DOMED BARREL CANOPY	1	18.00	645.00	645.00
929543S	TYPHOON SLIDE ASSY, DOMED (630 DEG)	1	1,500.00	5,106.00	5,106.00
HW911830-1	HRDW PKG VORTEX TYPHN BRRL L1/1	1	2.07	64.00	64.00

*Hellane*

## Fairgrounds- Typhoon

Product line: KidsChoice

Age group:

## Global defaults

Slide Rockite

Spiral Barrel

GREEN

BLUE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
906443GRY	PARTS CARTON - (2) WASHER PLATES	1	1.00	60.00	60.00
929394GRN	TYPHOON DOMED BARREL CANOPY	1	18.00	645.00	645.00
929543S	TYPHOON SLIDE ASSY, DOMED (630 DEG)	1	1,500.00	5,106.00	5,106.00
HW911830-1	HRDW PKG VORTEX TYPHN BRRL L1/1	1	2.07	64.00	64.00

## City Park Groove

Product line: KidsChoice

Age group:

3/3/2025

QUOTE: R0102247008

## Global defaults

Accent	BEIGE
Clamp	BEIGE
Slide Canopy	BEIGE
Slide Rockite	BEIGE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
7146386	GROOVE II SLIDE (6' & 6'6" DECK)	1	350.00	2,958.00	2,958.00

### Pangborn Groove

Product line: KidsChoice  
Age group:

## Global defaults

Accent	BEIGE
Clamp	BEIGE
Slide Canopy	BEIGE
Slide Rockite	BEIGE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
7146386	GROOVE II SLIDE (6' & 6'6" DECK)	1	350.00	2,958.00	2,958.00

### Ridge Groove

Product line: KidsChoice  
Age group:

## Global defaults

Accent	BEIGE
Clamp	BEIGE
Slide Canopy	BEIGE
Slide Rockite	BEIGE

## Components

Part Number	Description	Qty	Weight	Unit Price	Total
7146386	GROOVE II SLIDE (6' & 6'6" DECK)	1	350.00	2,958.00	2,958.00

## Additional Items

Part Number	Description	Qty	Weight	Unit Price	Total
105295	BAG ZIPLOCK 12" X 14" X 4MIL(OFFICE USE)	1	0.00	0.00	0.00
925961	THUMB DRIVE 2GB - MREC	1	0.00	0.00	0.00
INSTALL BOOK	INSTALL BOOK FOR PP ORDERS	1	0.00	0.00	0.00

### Totals:

Equipment Weight:	5,613.21 lbs
Equipment List:	\$26,499.00
Discount Amount:	-\$1,854.93
Equipment Price:	\$24,644.07
Freight:	\$2,634.84
Installation:	\$0.00
Products by Other:	\$0.00
SubTotal:	\$27,278.91
Estimated Sales Tax*:	\$0.00
Grand Total:	\$27,278.91

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### Notes:

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This Quote shall not become a binding contract until signed and delivered by both Customer. Sales Representative is not authorized to

3/3/2025

QUOTE: R0102247008



sign this Quote on behalf of Metro Recreation Inc. or Customer and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Metro Recreation Sales Administration" via email @metrorecreation.com .

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Metro Recreation objects to any other terms proposed by the Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Metro Recreation to ship the Equipment and agrees to pay Metro Recreation Inc. the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Metro Recreation. Payment terms are Net-30 days from invoice date with Purchase Order from a government entity. All non-government agencies require 50% deposit with order and balance due upon delivery or completion. Charges are due and payable in full at 4907 Camden Place N. Jefferson MD 21744 unless notified otherwise by Metro Recreation in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Metro Recreation and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Metro Recreation Inc.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By	Printed Name and Title	Date
THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT		
By:		

Date:

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Metro Recreation to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Metro Recreation Inc. of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorney's fees plus any costs of collection incurred by Metro Recreation Inc. in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Metro Recreation as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Metro Recreation within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. METRO RECREATION INC. MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. METRO RECREATION SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE METRO RECREATION INC. HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLE'S INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns Metro Recreation Inc., and Metro Recreation Inc. hereby reserves a purchase money security interest in, the Equipment to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Metro Recreation Inc. shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Maryland without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of Frederick, Maryland.

7. Title; Risk of Loss; Insurance. Metro Recreation Inc. Retains full title to all Equipment until full payment is received by Metro Recreation Inc.

3/3/2025

Page 5 of 6

QUOTE: R0102247008

Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and Invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

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

---

**Topic:**

Street Sweeper Repairs -- Maryland Industrial Truck (Linthicum, MD) \$ 26,861.98

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Public\_Works\_-\_Sweeper\_Repair.pdf

**Description**

Signed Consent



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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	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 Street sweepers are an important tool for keeping the City clean. They require an extensive amount of maintenance due to numerous moving parts and 2 engines.

*ERD* 2/27/2025  
Signature / Date

Signature / Date

##### (2) Purchasing Agent

COMMENTS

*Approve*

*Karen L. Reed* 3/6/25  
Signature / Date

##### (3) Chief Financial Officer

COMMENTS

*Approve - this work was approved as emergency repairs were needed for ongoing operations. There is adequate funding in the FY25 budget to cover.*

*Michelle* 3/6/25  
Signature / Date

##### (4) City Administrator

COMMENTS

*Recommend Approval*

*Scott Newman* 3/13/25  
Signature / Date





## MARYLAND INDUSTRIAL TRUCKS, INC.

1330 West Nursery Road • Linthicum, Maryland 21090  
Baltimore 410.636.1255 • Fax 410. 636.5734 • Toll Free 800.481.5439  
www.mdindustrialtrucks.com

GSA Contract Hold  
GS-30F-1012H

City of Hagerstown  
February 19, 2025

**Estimate#:** W15232 revised

Thank you for allowing Maryland Industrial Trucks the opportunity to submit our estimate for repairs/modifications to your unit:

**Make:** Elgin **Model:** Whirlwind **Serial:** MV41255 **Unit #:** 93

- Evaluate unit for repairs.
- Replace impeller bearings and hardware.
- Replace impeller belt.
- Replace full load switch on rear axle.
- Replace right side deflector chute in rear hopper.
- Replace worn center broom curtain.
- Replace dirt shoe weldments and rubbers on both pick up heads.
- Replace hopper up and down switches on side of unit.
- Replace switches for cover lift and wandering hose.
- Replace right side suction nozzle transition.
- Replace breathers on pneumatic manifold.
- Replace damaged water tank and faulty water level sender.
- Replace right side damaged shutter assembly.
- Replace damaged pick up head stop bracket on right side.
- Realign left side stop bracket for pick up head.
- Adjust pick up head nozzles for proper road contact on both sides of unit.
- Remove pipe plug from tank drain and install new expansion drain plug.
- Replace two cab marker light bulbs.
- Support hose at PTO on rear engine to prevent it from rubbing the hopper lift cylinder.
- Test unit after repair.

Parts: \$ 9,561.98  
Labor: \$17,100.00  
Misc: \$ 200.00  
Total: \$26,861.98

**NOTE: A 3% fee will be added to credit card transactions.**

**\*\*NOTE\*\*** This estimate is based upon the initial inspection and may be subject to change upon further testing. Any changes will be submitted for customer approval prior to repairs being made. This estimate represents our best efforts at an accurate estimate to get the unit into proper operating condition. A 15% variance more or less may occur to cover incidentals. Maryland Industrial Trucks, Inc. will not make any additional repairs beyond the 15% variance without your consent. Price does not include any





## MARYLAND INDUSTRIAL TRUCKS, INC.

GSA Contract Holdt  
GS-30F-1012H

1330 West Nursery Road • Linthicum, Maryland 21090  
Baltimore 410.636.1255 • Fax 410. 636.5734 • Toll Free 800.481.5439

[www.mdindustrialtrucks.com](http://www.mdindustrialtrucks.com)

applicable taxes or freight. Please advise Maryland Industrial Trucks, Inc. of your consent for these repairs to be made by signing this document and providing a purchase order if required.

Again, thank you for the opportunity to quote your needs. If you have any questions, please feel free to contact me at 410-636-1255 ext: 1018 or email [dgowen@mdindustrialtrucks.com](mailto:dgowen@mdindustrialtrucks.com) . I am looking forward to doing business with you.

Sincerely,

David Gowen  
Service Manager

Accepted By: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_ P.O. #: \_\_\_\_\_

## Eric Deike

**From:** Eric Deike  
**Sent:** Wednesday, February 19, 2025 3:40 PM  
**To:** Andrea Rueckerl  
**Subject:** FW: Sweeper #93 Repair Estimate

Fund	59	SWM FND	Acct	59 -71-59-730-73001-0-0000-00
Org	5973001	INFR MAINT	Acct name	CENTRAL MNTNCE GARAGE CH
Object	5438	CMG CHRG	Type	Expense
Project			Rollup	
			Sub-Rollup	
				<input type="checkbox"/> MultiYr Fund

### 4 Year Comparison

Current Year

History

4 Year Graph

History Graph

Yr/Per 2025/08	Fiscal Year 2025		Fiscal Year 2024	
Original Budget	60,000.00		30,000.00	
Transfers In	.00		.00	
Transfers Out	.00		.00	
Revised Budget	60,000.00		30,000.00	
Actual (Memo)	23,226.58		80,317.60	
Encumbrances	.00		.00	
Requisitions	.00			
Available	36,773.42		-50,317.60	
Percent used	38.71		267.73	

**From:** Michelle Hepburn <mhepburn@hagerstownmd.org>  
**Sent:** Wednesday, February 19, 2025 2:14 PM  
**To:** Eric Deike <EDeike@hagerstownmd.org>  
**Cc:** Tyler French <TFrench@hagerstownmd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>; Todd Shaffer <tshaffer@hagerstownmd.org>; Erik Kline <EKline@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>  
**Subject:** RE: Sweeper #93 Repair Estimate

I am fine with moving forward with repair now and subsequent M&C approval in March.

Thanks,



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

[www.hagerstownmd.org](http://www.hagerstownmd.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

---

**From:** Eric Deike <[EDeike@hagerstownmd.org](mailto:EDeike@hagerstownmd.org)>  
**Sent:** Wednesday, February 19, 2025 8:26 AM  
**To:** Scott Nicewarner <[SNicewarner@hagerstownmd.org](mailto:SNicewarner@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Cc:** Jim Bender <[JBender@hagerstownmd.org](mailto:JBender@hagerstownmd.org)>; Todd Shaffer <[tshaffer@hagerstownmd.org](mailto:tshaffer@hagerstownmd.org)>; Erik Kline <[EKline@hagerstownmd.org](mailto:EKline@hagerstownmd.org)>; Donna Spickler <[DSpickler@hagerstownmd.org](mailto:DSpickler@hagerstownmd.org)>  
**Subject:** RE: Sweeper #93 Repair Estimate

Thank you

---

**From:** Scott Nicewarner <[snicewarner@hagerstownmd.org](mailto:snicewarner@hagerstownmd.org)>  
**Sent:** Wednesday, February 19, 2025 8:25 AM  
**To:** Eric Deike <[EDeike@hagerstownmd.org](mailto:EDeike@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Cc:** Jim Bender <[JBender@hagerstownmd.org](mailto:JBender@hagerstownmd.org)>; Todd Shaffer <[tshaffer@hagerstownmd.org](mailto:tshaffer@hagerstownmd.org)>; Erik Kline <[EKline@hagerstownmd.org](mailto:EKline@hagerstownmd.org)>; Donna Spickler <[DSpickler@hagerstownmd.org](mailto:DSpickler@hagerstownmd.org)>  
**Subject:** RE: Sweeper #93 Repair Estimate

Good here.



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

[www.hagerstownmd.org](http://www.hagerstownmd.org)



---

**From:** Eric Deike <[EDeike@hagerstownmd.org](mailto:EDeike@hagerstownmd.org)>  
**Sent:** Wednesday, February 19, 2025 8:14 AM

**To:** Scott Nicewarner <[SNicewarner@hagerstownmd.org](mailto:SNicewarner@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Cc:** Jim Bender <[JBender@hagerstownmd.org](mailto:JBender@hagerstownmd.org)>; Todd Shaffer <[tshaffer@hagerstownmd.org](mailto:tshaffer@hagerstownmd.org)>; Erik Kline <[EKline@hagerstownmd.org](mailto:EKline@hagerstownmd.org)>; Donna Spickler <[DSpickler@hagerstownmd.org](mailto:DSpickler@hagerstownmd.org)>  
**Subject:** FW: Sweeper #93 Repair Estimate

Scott and Michelle,

Now that the new sweeper is now operational, one of the older sweepers need some extensive overhaul work. The attached quote needs to be revised a bit but it will still cost in the \$25,000 range. I need your permissions to move forward with repairs now. While not an emergency, I would prefer not to wait until the end of March for approvals to move forward. Now is the time to make repairs before we get into the heavy sweeping season.

I am copying Jim since the work will be funded by the stormwater fund.

Please let me know if you have any questions.

---

**From:** Todd Shaffer <[tshaffer@hagerstownmd.org](mailto:tshaffer@hagerstownmd.org)>  
**Sent:** Tuesday, February 18, 2025 12:21 PM  
**To:** Brian Smoot <[BSmoot@hagerstownmd.org](mailto:BSmoot@hagerstownmd.org)>  
**Cc:** Eric Deike <[EDeike@hagerstownmd.org](mailto:EDeike@hagerstownmd.org)>; Erik Kline <[EKline@hagerstownmd.org](mailto:EKline@hagerstownmd.org)>  
**Subject:** Sweeper #93 Repair Estimate

Brian,

Please see the attached repair estimate for Sweeper #93 from MIT and let me know how you would like to proceed?

Some very costly repairs, any idea on what the damage on the water tank is from?

This unit is in worse shape than Sweeper #92, I believe those repairs were around \$14K.

Eric, with a cost like this, what would be the process of getting approval?

Thank you,



Todd W. Shaffer  
Fleet Maintenance Supervisor  
Phone: 301-739-8577 ext. 475  
Email: [tshaffer@hagerstownmd.org](mailto:tshaffer@hagerstownmd.org)  
425 East Baltimore Street  
Hagerstown, MD 21740

[www.hagerstownmd.org](http://www.hagerstownmd.org)



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

---

**Topic:**

Potterfield Pool Chemicals - Amato Industries, Inc. (Silver Spring, MD) \$ 28,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Public\_Work\_-\_Potterfield\_Pool\_Chemicals.pdf

**Description**

Signed Consent



[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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.
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	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 The bid price was \$7.00 per gallon. However, Amato Industries agreed to honor the previous year's price of \$5.50 per gallon plus a \$50 delivery fee.

*EB Duh* *2/27/2025*

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

*Approve*

*Karen L. Reese* *3/6/25*

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve - there is adequate funding in total in FY25 budget. It is anticipated funding will continue in FY26 for these supplies*

*Michelle Allen* *3/6/25*

Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Steve Newman* *3/13/25*

Signature / Date

## SWIMMING POOL &amp; WATER/WASTE WATER TREATMENT CHEMICALS

5	CHEMRITE, INC. (CHEMRITE, INCORPORATED)	1	GALLON	No Bid		
	USALCO, LLC	1	GALLON	No Bid		
	ICI Jones Chemicals Inc	1	GALLON	No Bid		
	Premier Magnesia, LLC	1	GALLON	No Bid		
	George S. Coyne Chemical Co., Inc.	1	GALLON	No Bid		
	Maryland Biochemical Company	1	GALLON	No Bid		
	Kemira Water Solutions, Inc	1	GALLON	No Bid		
	North Industrial Chemicals, Inc.	1	GALLON	No Bid		
	Maryland Chemical Company, Inc.	1	GALLON	No Bid		
	Amato Industries, Inc./Amchlor	1	GALLON	No Bid		
	Atlantic Coast Polymers, Inc.	1	GALLON	\$13.86	\$13.86	Totes are 275 gal or 2300 lbs.
	Brenntag Northeast, LLC	1	GALLON	No Bid		
	Colonial Chemical Solutions, Inc.	1	GALLON	No Bid		
	PVS Technologies, Inc.	1	GALLON	No Bid		
	<b>12.5% Sodium Hypochlorite</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	UNIVAR SOLUTIONS USA LLC	1	GALLON	No Bid		
	Shannon Chemical Corporation	1	GALLON	No Bid		
	CHEMRITE, INC. (CHEMRITE, INCORPORATED)	1	GALLON	No Bid		
	USALCO, LLC	1	GALLON	No Bid		
	ICI Jones Chemicals Inc	1	GALLON	No Bid		
	Premier Magnesia, LLC	1	GALLON	No Bid		
	George S. Coyne Chemical Co., Inc.	1	GALLON	No Bid		
	Maryland Biochemical Company	1	GALLON	No Bid		
	Kemira Water Solutions, Inc	1	GALLON	No Bid		
	North Industrial Chemicals, Inc.	1	GALLON	No Bid		
	Maryland Chemical Company, Inc.	1	GALLON	No Bid		
	Pollu-Tech, Inc. (Pollu-Tech Inc.)	1	GALLON	No Bid		
	Amato Industries, Inc./Amchlor	1	GALLON	\$7.00	\$7.00	\$7.00 PER GALLON
	Atlantic Coast Polymers, Inc.	1	GALLON	No Bid		
	Brenntag Northeast, LLC	1	GALLON	No Bid		
	Colonial Chemical Solutions, Inc.	1	GALLON	No Bid		
	PVS Technologies, Inc.	1	GALLON	No Bid		
6	<b>Powdered Activated Carbon</b>					
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended</b>	<b>Supplier Notes</b>
	George S. Coyne Chemical Co., Inc.	1	TON	\$2,966.43	\$2,966.43	
	CHEMRITE, INC. (CHEMRITE, INCORPORATED)	1	TON	\$3,430.00	\$3,430.00	7-10 Days ARO
	USALCO, LLC	1	TON	No Bid		







# CITY OF HAGERSTOWN, MARYLAND

## Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

February 19, 2025

Brian St. Clair, Secretary Treasurer  
Amato Industries Inc  
9120 Talbot Ave  
Silver Spring, MD 20910

Re: PUR-1708 Swimming Pool & Water/Wastewater Treatment Plant Chemicals

Mr. St. Clair,

The purpose of this letter is to thank you for your interest in the above referenced bid and to inform you that the 12.5% Bulk Sodium Hypochlorite is being awarded to Amato Industries, Inc. This is an official notice of award, not a Purchase Order. This contract is valid from December 1, 2024 through November 30, 2025.

Pricing submitted by Amato Industries Inc is attached to this award letter. Per the email also attached to this award letter, pricing will be \$5.50 per gallon for Potterfield Pool use only instead of the \$7.00 per gallon that was quoted to the Board of Commissioners of Washington County, Maryland RFP.

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







## Tyler French

---

**From:** Brenda L. Bass <brenda@amatoind.com>  
**Sent:** Tuesday, February 18, 2025 10:37 AM  
**To:** Tyler French; Brian St.Clair; Mary Boggs  
**Cc:** Mark Haddock; Leann Raley; Sandy Bass  
**Subject:** RE: 12.5% Sodium Hypochlorite  
**Attachments:** Award Letter Amato 2024.pdf

**Importance:** High

Tyler,

After speaking with Mary and Sandra whom you have worked with regarding past projects for the Potters field pool, we have decided to agree to the same pricing as last year 5.50 per gallon plus the 50.00 delivery fee, for Potters Field Pool only.

Please see in the award letter you sent us last year attached.

Can you please update the award letter to say Bulk sodium hypochlorite for Potters field pool. Update the dates and whatever else needs to be done.

**Respectfully,**  
Brenda L.Bass  
*Office Manager*

**Amato Industries, Inc.**  
9120 Talbot Ave.  
Silver Spring, MD 20910  
Office Hours 6:00 A.M.-4:00 P.M.  
Phone: 301-565-3220  
Email: [Brenda@amatoind.com](mailto:Brenda@amatoind.com)



---

**From:** Tyler French <tfrench@hagerstownmd.org>  
**Sent:** Tuesday, February 18, 2025 9:21 AM  
**To:** Brenda L. Bass <brenda@amatoind.com>; Brian St.Clair <brian@amatoind.com>  
**Cc:** Mark Haddock <MHaddock@hagerstownmd.org>; Leann Raley <lraley@hagerstownmd.org>  
**Subject:** 12.5% Sodium Hypochlorite

Hello,

You had submitted pricing recently to Washington County Government, Bid PUR-1708, and we are included in that bid. Can you please confirm if this is bulk delivery?

Thanks,



Tyler Ann French (she/her)  
Procurement Administrator  
Direct: 301-797-6345  
Internal : ext 188  
Email: [tfrench@hagerstownmd.org](mailto:tfrench@hagerstownmd.org)  
1 East Franklin Street  
Hagerstown, MD 21740  
[www.hagerstownmd.org](http://www.hagerstownmd.org)



To view our current bid listings, please visit <http://www.hagerstownmd.org/bids.aspx>. You can now sign up to receive email and text alerts when new bids are posted!

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

---

**Topic:**

Light - SCADA System Hardware Upgrade -- AVISTA Realtime Systems (Elkridge, MD)  
\$45,400.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Light\_-\_SCADA\_System\_Hardware\_Upgrade.pdf

202503\_SCADA\_Upgrade\_-\_Arista.pdf

**Description**

Signed Consent

CONSENT ARISTA  
03252025

[illegible]

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.
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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 of funds for existing SCADA system developer.

 Digitally signed by Nathan Fridinger  
Date: 2025.03.12 11:43:36 -04'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 13:02:30 -04'00'

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve

 3/16/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve - there is funding identified within the Light Fund to cover this project.

 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

Recommended Approval

 3/14/25  
Signature / Date







PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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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:**

<p><b>(1) Department Director and Division Manager</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div>
<p><b>(2) Purchasing Agent</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div>
<p><b>(3) Chief Financial Officer</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div>
<p><b>(4) City Administrator</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-top: -5px;">Signature / Date</div>

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

---

**Topic:**

Water: Purchase 1.5-inch Meters -- Core & Main (Martinsburg, WV) \$208,500.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Water\_-\_1.5-inch\_Meter.pdf

CONSENT\_CORE\_MAIN\_1.5-INCH\_METERS\_03252025.pdf

CORE\_AND\_MAIN\_QUOTE\_FOR\_METERS.pdf

**Description**

Signed Consent

CONSENT CORE & MAIN  
03252025

QUOTE 1.5-INCH  
METERS 03252025

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 Meters purchased as inventory are charged to CIP 5285001-5891-C0653 when installed. C0653 has a current balance of \$228,666.98. Meters will be installed in FY25 and FY26. FY26 C0653 proposed budget is \$750,000.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 10:23:25 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 10:23:36 -04'00'

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve

Tyler France 3/13/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve - there is adequate cash & funding in water to cover this inventory purchase.

Michelle 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

Recommend Approval

Scott Thewissen 3/14/25  
Signature / Date



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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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:**

<p><b>(1) Department Director and Division Manager</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>
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<p><b>(4) City Administrator</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 150px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div>



Run Date: 2/24/25

Quote



**Sold To:**  
CITY OF HAGERSTOWN  
1 E FRANKLIN ST STE 3  
HAGERSTOWN, MD 21740-4859

**Ship To:**  
CITY OF HAGERSTOWN  
51 MEMORIAL BLVD W  
HAGERSTOWN, MD 21740-6211

Customer #	153392
Order #	W495998
Date Ordered	02/24/25
Job #	
Job Name	
Customer Reference	1.5" T10 METERS
Purchase Order #	LAURIE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	
Ship Via	CORE & MAIN LP

**Branch:**  
MARTINSBURG WV  
Branch - 514  
117 Industrial Circle  
Martinsburg, WV 25403  
  
Phone: 304-263-6986

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	43ED2H11RPHG21SG5	T10 1-1/2 PROCODER METER PIT USG SG54 POTTED TO BUTTON PIT PAD FLG END ED2H11RPHG21SG54	300			695.00000	EA	208500.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	208500.00
Tax Amount:	.00
Other Charges:	.00
Total:	208500.00

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

---

**Topic:**

Water: Purchase Migratable MXUs -- LB Water (Chambersburg, PA) \$56,970.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Water\_-\_Flexnet\_Migrateable\_MXU\_Meter.pdf  
CONSENT\_LBWATER\_MXUS\_03252025.pdf  
LB\_WATER\_QUOTE\_MXU\_S.pdf

**Description**

Signed Consent  
CONSENT LB WATER  
MXUS 03252025  
QUOTE LB WATER  
MXUS 03252025

[illegible]

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**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS Meters and MXUs to be placed in service in FY25 and FY26. Once placed in service, the MXUs are charged to 5285001-5891 C0653. FY25 Balance is \$228,666.88. FY26 proposed budget for C0653 is \$750,000.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 10:39:15 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 10:39:25 -04'00'

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve

*Tyler France 3/13/25*  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve - there is adequate cash & fundity in water to cover this inventory purchase.

*Michelle 3/13/25*  
Signature / Date

**(4) City Administrator**

COMMENTS

Recommend Approval

*Scott McEnaney 3/14/25*  
Signature / Date



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# QUOTATION

L/B Water Service, Inc.  
427 SKELLY ROAD  
CHAMBERSBURG, PA 17202  
717-264-8445



Quote Number	
2048065	
Quote Date	Page
02/24/2025	1 of 2

Quote Expires On: 03/28/2025

**Proposal Submitted to:** 12865

CITY OF HAGERSTOWN  
ATT: LAURIE MARTIN  
51 WEST MEMORIAL BLVD.  
HAGERSTOWN, MD 21740

301-791-2690

**Ship To:**

CITY OF HAGERSTOWN  
WATER DEPARTMENT  
51 WEST MEMORIAL BOULEVARD  
HAGERSTOWN, MD 21740  
US

Requested By: Laurie Martin  
Cell Phone: 301-791-2690

<b>PO/Job Name</b>	<b>Salesperson</b>	<b>Entered By</b>
WF2761 / MXU520M-W-1	Travis Shover	BOB_MORT

Quantity		Item ID Item Description	Unit Price	Extended Price
Quoted	UOM			

**Delivery Instructions:** WATER DEPT.

TAKE I-81 SOUTH TOWARD HAGERSTOWN. TAKE EXIT 6A  
TO MERGE ONTO US-40 E/NATIONAL PIKE TOWARD  
HAGERSTOWN. TURN RIGHT AT SOUTH POTOMAC STREET.  
TURN RIGHT AT MEMORIAL BLVD WEST.

**DUE TO CONTINUOUSLY CHANGING SUPPLY CHAIN CONDITIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS.**

300.00	EA	MXU520M-W-1 FLEXNET MIGRATEABLE MXU - PIT VERSION WIRED SINGLE PORT	\$189.90	\$56,970.00
--------	----	---	----------	-------------

Total Lines: 1

**SUB-TOTAL:** 56,970.00  
**TAX:** 0.00  
**EXTENDED QUOTE \$:** 56,970.00

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L/B Water Service, Inc.  
427 SKELLY ROAD  
CHAMBERSBURG, PA 17202  
717-264-8445



Quote Number	
2048065	
Quote Date	Page
02/24/2025	2 of 2

Quote Expires On: 03/28/2025

Quantity		Item ID Item Description	Unit Price	Extended Price
Quoted	UOM			
<p style="text-align: center;"><b>L/B Water Service, Inc.</b> <b>TERMS AND CONDITIONS OF SALE</b></p> <p>Please see full terms and conditions at <a href="http://www.lbh2o.com">www.lbh2o.com</a>. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.</p> <p>I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.</p> <div><div>_____</div><div>_____</div><div>_____</div></div> <div><div>Signature</div><div>Title</div><div>Date</div></div>				

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

---

**Topic:**

Water: RC Willson High Service Pumps VFDs -- Ram Industrial Services (Camp Hill, PA)  
\$235,045.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Water_-_RC_Willson_High_Service_Pumps.pdf	Signed Consent
CONSENT_RCW_VFD_INDUSTRIAL_SERVICE_SOLUTIONS_03252025.pdf	CONSENT INDUSTRIAL SERVICE SOLUTIONS 03252025
QUOTE_INDUSTRIAL_SERVICE_SOLUTIONS.pdf	QUOTE VFDS 03252025
RAM_TOSHIBIA_LOCAL_DISTRIBUTOR_LETTER.pdf	LOCAL DISTRIBUTOR LETTER

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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**REVIEWED AND APPROVED AS FOLLOWS:**

**(1) Department Director and Division Manager**

COMMENTS Funding is available in the FY25 Water Capital Budget. Industrial Service Solutions is the local distributor for Toshiba. Work will rehabilitate existing Toshiba VFDs.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.11 12:45:54 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.11 12:46:06 -04'00'

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve - Will need updated W9

Tyler Freese 3/13/25  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve - there is adequate funding in the budget to cover these costs.

Michelle 3/13/25  
Signature / Date

**(4) City Administrator**

COMMENTS

Recommend Approval

Scott McNamee 3/14/25  
Signature / Date





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RAM Industrial Services, LLC  
 2850 Appleton Street  
 Suite D  
 Camp Hill, PA 17011  
 (717) 232-4414

**QUOTE NUMBER:** **1051884**

**QUOTE DATE:** 3/11/2025

**Sold To: CITHA1**

CITY OF HAGERSTOWN  
 1 EAST FRANKLIN STREET  
 HAGERSTOWN, MD 21740

**Ship To:**

CITY OF HAGERSTOWN  
 10802 WATERWORKS ROAD  
 R.C. WILLSON WWTP  
 WILLIAMSPROT, MD 21795

**Confirm To:** DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS		
		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA CONV MVI TO MV2			EACH	1.0	\$43.989.00	\$43.989.00
Work Scope <ul style="list-style-type: none"><li>• Conversion of MVi VFD to MV2</li><li>o Replacement of MVi control system</li><li>o Installation of new MV2 control system including MODBUS board</li><li>• Inspection of VFD</li><li>• Verification of I/O signals with control power</li><li>• Uncoupled and coupled tuning of VFD</li></ul>						
VFD Information Project Number - 144079 Typeform - M3A44050SAA-1 S/N - 100704240 Typeform - M3A44050SAA-1 S/N - 100704241						
Tentative schedule for each VFD						
Day 1 (10 - 12 hours) <ul style="list-style-type: none"><li>• VFD inspection</li><li>• Removal and replacement of MVi parts</li></ul>						
Day 2 - 3 (10 - 12 hours) <ul style="list-style-type: none"><li>• Completion of parts replacement</li><li>• VFD programming</li><li>• Rewiring of controls to allow bypass to stay on when VFD is isolated</li></ul>						

Continued

We appreciate the opportunity and look forward to working with you.

\* This Quotation is valid for 30 days.

\* Freight: Prepaid and Billed or Collect

\* Sales Tax: Applicable sales tax will be charged unless a completed exemption certificate is on file or received with the order

\* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL

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2850 Appleton Street  
Suite D  
Camp Hill, PA 17011  
(717) 232-4414

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**QUOTE DATE:** 3/11/2025

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1 EAST FRANKLIN STREET  
HAGERSTOWN, MD 21740

**Ship To:**

CITY OF HAGERSTOWN  
10802 WATERWORKS ROAD  
R.C. WILLSON WWTP  
WILLIAMSPROT, MD 21795

**Confirm To:** DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS	
		NET 30 FB		Billed	
QUOTED BY:		SHIPPING VIA		F.O.B.	
Lisa Shoemaker		Best Way Prepaid & Bill			
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25*** Day 4 (10 - 12 hours) • Verification of I/O with site system • Uncoupled tuning • Coupled tuning  This is an estimate only.  This estimate includes field labor hours, travel hours and expenses to complete the upgrade on the listed drive(s). Based on up to (8) 10-12 hour work day(s) by (1) Field Service Engineer(s) for the VFD(s) listed above. The price includes (1) roundtrip from Houston. This is only an estimate, actual labor hours will be billed according to the published Toshiba rate sheet, meals will be billed at \$100/day, and living expenses at cost plus 10%. This does not include work on holidays or parts shipping costs which are CPT (Prepaid and Add).  Standby time will be charged using the current field service rate schedule.					

Continued

We appreciate the opportunity and look forward to working with you.

\* This Quotation is valid for 30 days.

\* Freight: Prepaid and Billed or Collect

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\* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL

RAM Industrial Services, LLC  
 2850 Appleton Street  
 Suite D  
 Camp Hill, PA 17011  
 (717) 232-4414

# QUOTATION

Page 3 of 7

**QUOTE NUMBER:** **1051884**

**QUOTE DATE:** 3/11/2025

**Sold To: CITHA1**

CITY OF HAGERSTOWN  
 1 EAST FRANKLIN STREET  
 HAGERSTOWN, MD 21740

**Ship To:**

CITY OF HAGERSTOWN  
 10802 WATERWORKS ROAD  
 R.C. WILLSON WWTP  
 WILLIAMSPROT, MD 21795

**Confirm To:** DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS	
		NET 30 FB		Billed	
QUOTED BY:		SHIPPING VIA		F.O.B.	
Lisa Shoemaker		Best Way Prepaid & Bill			
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***					
VISUAL - TOSHIBA CONV MVI TO MV2-PARTS			EACH	2.0	\$34.911.00
Work Scope • Conversion of MV1 VFD to MV2 and controls modification to allow bypass to operate with VFD isolated o Creation of new drawings o Creation of parts kit • All required parts  Lead time of 18-20 weeks ARO  This includes all Control Plant hours and parts required to complete the above scope.  Parts kit and labor are a package and pricing is contingent on completing all listed drives. PO for the complete amount must be received before order will be accepted. In a scenario where the number of drives are reduced after the order is accepted, pricing will change or cancelation terms may apply					\$69.822.00

Continued

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Page 4 of 7

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QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA PREVENTATIVE MAINT			EACH	2.0	\$3.572.00	\$7.144.00
Work Scope <ul style="list-style-type: none"><li>Cleaning and inspection of VFD*</li><li>Inspection of power modules</li><li>Insulation test on Motor</li><li>Tightening of connections</li><li>Inspection of control cabinet</li><li>Inspection of transformer</li><li>Insulation test on transformer</li><li>Resistance tests on transformer/contactors etc.</li><li>Testing of Contactor/breaker</li><li>Analysis of Traceback and proposal of solutions</li><li>Verification of VFD/Motor/Application System</li><li>Recording of all power module serial numbers</li><li>Verification of VFD operation</li><li>Advanced PM</li></ul> *Upstream power source must be isolated before we can perform the PM						
VFD Information Project Number - 144079 Typeform - M3A44050SAA-1 S/N - 100704240 Typeform - M3A44050SAA-1 S/N - 100704241						

Continued

We appreciate the opportunity and look forward to working with you.

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# QUOTATION

Page 5 of 7

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R.C. WILLSON WWTP  
WILLIAMSPROT, MD 21795

**Confirm To:** DUANE BARTLES

CUSTOMER PO #:		PAYMENT TERMS:		FREIGHT TERMS		
		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
<p>UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***</p> <p>This price includes (1) 10 - 12 hour work day(s)/VFD to perform an Advanced PM on the above listed VFD(s). The discounted fixed price is based on the assumption that the PM is done on the same trip as the VFD upgrade.</p> <p>Standby time will be charged using the current field service rate schedule.</p>						

Continued

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		NET 30 FB		Billed		
QUOTED BY:	SHIPPING VIA		F.O.B.			
Lisa Shoemaker	Best Way Prepaid & Bill					
LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:			UNIT	QTY	UNIT PRICE	EXTENSION
UPDATED 3/11/25***THIS IS AN ESTIMATE; VALID UNTIL 4/30/25***						
/VISUAL - TOSHIBA REPL. POWER MODULES			EACH	6.0	\$19.015.00	\$114.090.00
Work Scope <ul style="list-style-type: none"><li>• Replacement of power module power supply board</li><li>• Replacement of power module fiber optic cables</li><li>• Replacement of power module IGD boards</li><li>• Replacement of IGBTs</li><li>• Replacement of diodes</li><li>• Extensive cleaning</li><li>• Full voltage and current testing of power module</li><li>• 1 year TOSHcare® Protection Plan</li><li>• This price includes crates</li><li>• Advanced Power Module Reconditioning</li></ul>						
VFD Information Project Number - 144079 Typeform - M3A44050SAA-1 S/N - 100704240 Typeform - M3A44050SAA-1 S/N - 100704241						
Power Module Information Typeform - GCI6720G050B S/N - S/N - S/N -						

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Page 7 of 7

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R.C. WILLSON WWTP  
WILLIAMSPROT, MD 21795

**Confirm To:** DUANE BARTLES

This agreement is governed by ISS Terms, Conditions, and Warranties of Sale, which can be found at this website <http://2025-02-tc.iss-na.com/> and are hereby incorporated by reference. The ISS Terms, Conditions, and Warranties of Sale are also available upon written request to [general.counsel@iss-na.com](mailto:general.counsel@iss-na.com). The information provided within this document is confidential and / or proprietary in nature and is hereby protected from further disclosure.

Net Order:	\$235,045.00
Freight:	\$0.00
Sales Tax:	\$0.00
<b>Order Total:</b>	<b>\$235,045.00</b>

We appreciate the opportunity and look forward to working with you.

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March 10, 2025

Duane Bartles, Facilities Manager  
Hagerstown Water and Wastewater  
151 Park Ave  
Hagerstown, MD 21740

Hi Duane,

This letter is to confirm that RAM Industrial Services LLC, a division of Industrial Service Solutions, is the local distributor for Toshiba Low Voltage and Medium Voltage Adjustable Speed Drives for the area including Hagerstown, MD.

We look forward to working with you on this opportunity to upgrade your existing Toshiba Medium Voltage VFD's. Let me know any questions.

Sincerely,

Carrie Kelly  
Sales Engineer  
RAM Industrial Services, LLC

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

---

**Topic:**

Water: Emergency Action Plans for Edgemont, Smithsburg, and RC Willson -- Hazen and Sawyer (Baltimore, MD) \$44,538.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

Water\_-\_Annual\_Emergency\_Action\_Plans\_High\_Hazard\_Dams.pdf

Signed  
Consent

CONSENT\_HAZEN\_EAPS\_FOR\_2025-2027\_03252025.pdf

CONSENT  
HAZEN EAP  
UPDATED  
03252025

Proposal\_for\_2025-2027\_EAP\_Updates.pdf

COST  
PROPOSAL  
HAZEN EAPS  
03252025

COST\_SUMMARY\_AND\_BUDGET\_TRANSFER\_FOR\_EAPS\_03252025.pdf

COST  
SUMMARY  
PER  
LOCATION  
AND BUDGET  
TRANSFER  
WORKSHEET

[illegible]

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 Funding is available in the FY25 Budget - a budget transfer is required to correct the current negative account balance and to cover the cost of this work. Please see above and attached. Funding for future year updates will be included in the FY26 and FY27 budgets.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 16:39:06 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 16:39:16 -04'00'

Signature / Date

Signature / Date

##### (2) Purchasing Agent

COMMENTS

Approve

Tyler France 3/13/25

Signature / Date

##### (3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified within Water to cover these services

Michelle 3/13/25

Signature / Date

##### (4) City Administrator

COMMENTS

Recommend Approval

Scott McNamee 3/14/25

Signature / Date





PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	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.
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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



Hazen and Sawyer  
One South Street, Suite 1150  
Baltimore, MD 21202 \* 410-539-7681

March 4, 2025 (Revised March 10, 2025)

Mr. Tyler Puffenberger  
Deputy Director  
City of Hagerstown  
Water and Wastewater  
1 Clean Water Circle  
Hagerstown, MD 21740

**Re: 2025 through 2027 (3 Year) Warner Gap Hollow Dam, Smithsburg Dam, and RC Willson WTP  
Levee Engineering Services for Emergency Planning and MDE Compliance**

Dear Mr. Puffenberger:

The purpose of this letter is to provide a proposed scope and fee for Engineering Services associated with the 2025 (Year 1) through 2027 (Year 3) Emergency Planning and MDE Compliance for the Warner Gap Hollow Dam, Smithsburg Dam, and RC Willson Water Treatment Plant (WTP) Levee. This information is being submitted by Hazen and Sawyer (Hazen), as requested by the City of Hagerstown (City). Hazen has been assisting the City on dam related projects dating back to 2016 and has been assisting the City on water treatment/distribution system projects since 2005. This institutional knowledge is important for this crucial infrastructure, which is needed to provide safe drinking water.

## **Background and Purpose**

The Warner Gap Hollow Dam, Smithsburg Dam, and RC Willson WTP Levee are owned and operated by the City of Hagerstown Utilities Department and contribute to the infrastructure associated with water storage and treatment for the City. The dams are designated as High Hazard (Category I) in accordance with the Maryland Code of Regulations (COR) 26.17.04.05 because loss of life as well as serious damage to structures, roads, and / or public utilities are probable should a failure of any of the structures occur. Maryland law requires owners of High and Significant Hazard Potential dams to maintain Emergency Action Plans (EAPs) for their structures. Every year, the EAPs must be reviewed and the contact information in them updated. Hazen will perform the required revisions for the City's dam EAPs from 2025 (Year 1) through 2027 (Year 3) as well as update each document to the 2025 EAP Template recently issued by the State.

## **Scope of Services**

The Hazen Team is proposing the following scope of services:

### **1. Project Management**

The Hazen Team will submit invoices and progress reports to the City on a monthly basis. Hazen will lead progress meetings and solicit feedback from the City as appropriate throughout the duration of the project.

## 2. Warner Gap Hollow Dam EAP Updates

Hazen will use the MDE Dam Safety 2025 EAP Template to update the existing EAP for the Warner Gap Hollow Dam. In addition, each year from 2025 through 2027, Hazen will perform a call-down of the notification flowcharts in the Warner Gap Hollow Dam EAP in order to verify and update (if necessary) the contact information for critical stakeholders. Hazen will also review and provide updates to the 'Emergency Services and Other Contacts' table as well as the 'Resources Available' table as necessary.

As part of the 2025 Engineering Services for Emergency Planning, Hazen will re-evaluate the EAP activation level trigger elevations currently provided in the *Guidance for Determining the Emergency Level* table. The proposed assessment will consider both spillway flow and seepage action levels. Following coordination with and the acceptance of the revised emergency level trigger elevations by the City, Hazen will develop color-coded schematics for the City's use in manufacturing and installing new staff gages at the spillway and intake tower.

All deliverables will be submitted in electronic (PDF) format.

## 3. Smithsburg Dam EAP Updates

Hazen will use the MDE Dam Safety 2025 EAP Template to update the existing EAP for the Smithsburg Dam. In addition, each year from 2025 through 2027, Hazen will perform a call-down of the notification flowcharts in the Smithsburg Dam EAP in order to verify and update (if necessary) the contact information for critical stakeholders. Hazen will also review and provide updates to the 'Emergency Services and Other Contacts' table as well as the 'Resources Available' table as necessary. All deliverables will be submitted in electronic (PDF) format.

## 4. RC Willson WTP Levee EAP Updates

Hazen will use the MDE Dam Safety 2025 EAP Template to update the existing EAP for the RC Willson WTP Levee. In addition, each year from 2025 through 2027, Hazen will perform a call-down of the notification flowcharts in the RC Willson WTP Levee EAP in order to verify and update (if necessary) the contact information for critical stakeholders. Hazen will also review and provide updates to the 'Emergency Services and Other Contacts' table as well as the 'Resources Available' table as necessary. All deliverables will be submitted in electronic (PDF) format.

## Additional Services

Additional Services for which compensation is not included will be provided upon written authorization. Additional Services and related engineering fees will be itemized, stated and agreed upon before work is undertaken and completed. If authorized in writing by the City, the Engineer shall provide additional services as follows:

1. Services not expressly included in the above scope of work.



Hazen and Sawyer  
One South Street, Suite 1150  
Baltimore, MD 21202 \* 410-539-7681

## Proposed Fees

The detailed breakdown of fees associated with the provided Scope of Services is shown in Attachment A. The total estimated fee is \$44,538.

Hazen appreciates the opportunity to present our Scope of Services and Fees. Please do not hesitate to contact me (410-539-7681, or [jhise@hazenandsawyer.com](mailto:jhise@hazenandsawyer.com)) if you have any questions or required additional information.

Regards,

A handwritten signature in blue ink, appearing to read "J. Hise", with a stylized flourish at the end.

Jeremy T. Hise, PE  
Associate Vice President/Project Manager

Attachment A

cc: J. Powers, Hazen  
K. Naughton, Hazen

**CITY OF HAGERSTOWN UTILITIES DEPARTMENT**

**Engineering Services for Water and Wastewater Infrastructure Projects**

**2025 through 2027 (3 Years) Warner Gap Hollow Dam, Smithsburg Dam, and RC Willson WTP Levee**

**Engineering Services for Emergency Planning and MDE Compliance**

**Attachment A - Engineering Fee Estimate**

LABOR COSTS		STAFFING HOURS							Subtotal Hours
TASK DESCRIPTION	Project Responsibility	Technical Direction	Project Manager		Lead Project Engineer	Project Engineer	Designer Drafting		
	Employee Classification	Principal	Senior Associate	Associate	Senior Principal Engineer	Principal Engineer	Principal Designer	Technician/Administrator/Senior Administrator	
	Average Hourly Rate	\$90.00	\$80.00	\$60.00	\$50.00	\$45.00	\$40.00	\$30.00	
1	Project Management	22	0	0	30	8	8	0	68
	1.1 Project Management	12			8				20
	1.2 Task Schedule and Progress Reports				12	8	8		28
	1.3 Progress Meetings	10			10				20
2	Warner Gap Hollow Dam 2025 EAP Update	6	0	0	32	44	12	8	102
	2.1 Update EAP to 2025 MDE Template	2			4	8	4	8	26
	2.2 Perform Call-Down Drill and Update Contact Information (3 Years)				12	24			36
	2.3 Evaluate/Update Emergency Action Level Triggers	2			12	4	4		22
	2.4 Prepare Schematic for Staff Gages	2			4	8	4		18
3	Smithsburg Dam 2025 EAP Update	2	0	0	16	32	4	8	62
	3.1 Update EAP to 2025 MDE Template	2			4	8	4	8	26
	3.2 Perform Call-Down Drill and Update Contact Information (3 Years)				12	24			36
4	RC Willson WTP Levee 2025 EAP Update	2	0	0	16	32	4	8	62
	4.1 Update EAP to 2025 MDE Template	2			4	8	4	8	26
	4.2 Perform Call-Down Drill and Update Contact Information (3 Years)				12	24			36
									0
									0
	Subtotal Hours	32	0	0	94	116	28	24	294
	Direct Labor Costs (\$)	\$ 2,880	\$ -	\$ -	\$ 4,700	\$ 5,220	\$ 1,120	\$ 720	\$ 14,640.00
	Labor Cost @ 2.95 multiplier (\$)	\$ 8,496	\$ -	\$ -	\$ 13,865	\$ 15,399	\$ 3,304	\$ 2,124	\$ 43,188.00

OTHER DIRECT COSTS				Qty	Unit	Unit Cost	Cost	
Other Direct Costs (Travel, etc.)				1	LS	\$ 1,000	\$ 1,000.00	
Mileage				500	Miles	\$ 0.70	\$ 350.00	
				Total Direct Cost			\$ 1,350.00	
SUMMARY OF COSTS								
							Total for Labor	\$ 43,188.00
							Other Direct Costs	\$ 1,350.00
							Total Estimated Project Cost	\$ 44,538.00



Tasks	Principal	Sr Principal Engineer	Principal Engineer	Principal Designer	Tech Admin	Total Hours
	\$ 90.00	\$ 50.00	\$ 45.00	\$ 40.00	\$ 30.00	
Project Management	22	30	8	8	0	68
1.1	12	8	0	0	0	20
1.2	0	12	8	8	0	28
1.3	10	10	0	0	0	20
Edgemont	6	32	44	12	8	102
2.1	2	4	8	4	8	26
2.2	0	12	24	0	0	36
2.3	2	12	4	4	0	22
2.4	2	4	8	4	0	18
Smithsburg	2	16	32	4	8	62
3.1	2	4	8	4	8	26
3.2	0	12	24	0	0	36
RC Willson	2	16	32	4	8	62
4.1	2	4	8	4	8	26
4.2		12	24			36
Subtotals	32	94	116	28	24	294

Edgemont	\$	540.00	\$	1,600.00	\$	1,980.00	\$	480.00	\$	240.00	\$	4,840.00
Smithsburg	\$	180.00	\$	800.00	\$	1,440.00	\$	160.00	\$	240.00	\$	2,820.00
RCW	\$	180.00	\$	800.00	\$	1,440.00	\$	160.00	\$	240.00	\$	2,820.00
Proj Man	\$	1,980.00	\$	1,500.00	\$	360.00	\$	320.00	\$	-	\$	4,160.00

Edgemont	46%	\$	1,921.22	\$	6,761.22	\$	19,945.60
Smithsburg	27%	\$	1,119.39	\$	3,939.39	\$	11,621.20
RC Willson	27%	\$	1,119.39	\$	3,939.39	\$	11,621.20
						\$	43,188.00
					Misc. Fees	\$	1,350.00
						\$	44,538.00

Budget Transfer From: 5285001-5892-C0166

Budget	\$	1,650,000.00
Transfer Out	\$	(254,459.08)
Transfer In	\$	-
Actual	\$	(70,057.28)
Encumb	\$	(31,028.28)
Available	\$	(355,544.64)

Budget Transfer To: 5274001-5306

Budget	\$	1,500,000.00
Transfer Out	\$	-
Transfer In	\$	504,459.08
Actual	\$	(331,375.93)
Encumb	\$	(1,717,266.36)
Available	\$	(44,183.21)

**Transfer Amt: \$ 88,721.21**

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

---

**Topic:**

Wastewater: Hebb Road Pump Station 33 Construction Change Order -- Garney Companies, Inc. (Fairfax, VA) \$282,043.93

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Wastewater\_-\_Hebb\_Road\_Pump\_Station\_33.pdf

CONSENT\_GARNEY\_COMPANIES\_CO\_PS33\_03252025.pdf

PUMP\_STATION\_33\_CO7\_GARNEY.pdf

PUMP\_STATION\_33\_CO8\_GARNEY.pdf

ORIGINAL\_APPROVAL\_GARNEY\_PS33.pdf

**Description**

Signed Consent

CONSENT CHANGE  
ORDER PS33 GARNEY  
03252025

CHANGE ORDER 07  
DOCS

CHANGE ORDER 08  
DOCS

ORIGINAL CONTRACT  
APPROVAL

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 Funding is available in the FY25 Capital Budget (5485001-5881 C0565). Funding for this project also included \$3,985,919.40 ARPA funding (5485001-5881-ARP32). With the exception of Change Order 7, project is complete and the new pump station is in service.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 11:34:02 -04'00'

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2025.03.12 11:34:12 -04'00'

Signature / Date

Signature / Date

##### (2) Purchasing Agent

COMMENTS

*Approve*

*Tyler France 3/13/25*  
Signature / Date

##### (3) Chief Financial Officer

COMMENTS

*Approve - there is adequate funding in the budget to cover this additional costs.*

*Michelle H. 3/13/25*  
Signature / Date

##### (4) City Administrator

COMMENTS

*Recommend Approval*

*Scott McManis 3/14/25*  
Signature / Date



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p><b>(2) Purchasing Agent</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p><b>(3) Chief Financial Officer</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>
<p><b>(4) City Administrator</b></p> <p><u>COMMENTS</u></p>          <div style="text-align: right; margin-top: 10px;"> <div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div> </div>	<div style="border-bottom: 1px solid black; width: 150px; display: inline-block;"></div> <div style="display: inline-block; vertical-align: bottom; margin-left: 5px;">Signature / Date</div>



Project No.: 77484-00 Contract No.: B1801.24 Date November 26, 2024  
 Project Name: Hagerstown PS#33  
 Owner: City of Hagerstown, Maryland  
 Engineer: Buchart Horn, Inc., 445 West Philadelphia Street, York, PA 17405  
 Contractor: Garney Companies, Inc. 3959 Pender Drive, Suite 100, Fairfax, VA 22030

**THE CONTRACT IS CHANGED AS FOLLOWS:**

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
7	PCO#12 Reese Farm Sewer Extension (see attached)	\$82,204.94	
TOTAL		\$82,204.94	
NET Change In Contract Value		\$82,204.94	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ 4,720,444.00	Present Contract Time:	266 Calendar Days
Net change by previous Change Orders	\$ 408,725.98	This Change:	8 Calendar Days
Contract Sum prior to this Change Order	\$ 5,129,169.98	Revised Contract Time	274 Calendar Days
Contract Increase by this C/O	\$ 82,204.94	Final Completion:	12/31/2024 Date
New Contract Sum including this C/O	\$ 5,211,374.92	Revised Final Completion:	1/8/2025 Date


This change order fully compensates the Contractor for all costs associated with the stipulated changes, including overhead and profit, and impacts to other items of work, disruptions to the project and delays. All other terms and conditions of the contract remain unchanged.

NOT VALID UNTIL APPROVED BY THE OWNER.

RECOMMENDED:

ACCEPTED:

APPROVED:

By:   
 BUCHART HORN, INC.  
 Engineer (Authorized Signature)

By:   
 GARNEY COMPANIES, INC.  
 Contractor (Authorized Signature)

By: \_\_\_\_\_  
 CITY OF HAGERSTOWN  
 Owner (Authorized Signature)

Date: November 26, 2024

Date: December 2, 2024

Date: \_\_\_\_\_



Buchart Horn, Inc.  
Mr. David Gill  
The Russell E. Horn Building  
445 West Philadelphia Street  
York, PA 17401

November 15<sup>th</sup>, 2024

**RE: City of Hagerstown Pump Station 33 – B1801.24**  
**PCO 12 – Reese Farm Sewer Extension**

Dear Mr. Gill,

The Owner and Engineer have requested pricing to extend a small portion of the work completed on the Original Contract. This work is in relation to previously installed MH 14 along Hebb Road. The work includes removal of a stub pipe that has been installed, installation of approximately 130 LF of 10" Gravity Sewer, installation and setting of a 48" precast concrete manhole (MH 16) and a small 8" Gravity Sewer Stub for the Reese Farm Development contractors (Others) to tie-in to when the time comes. See drawing C301-A.

This PCO includes 5 days of additional time we have projected this work to take, including clearing a small tree which will be in the way of this installation. Garney Expects this work to take a full work week to complete.

The quoted price for the entirety of this work can be found on page two of this document. Garney is hereby requesting additional compensation from the City of Hagerstown totaling \$82,204.94 for the completion of this work.

If you have any additional questions or concerns, please feel free to call me at (304)-676-2348 or email me at [jordan.montanaro@garney.com](mailto:jordan.montanaro@garney.com).

Sincerely,  
GARNEY COMPANIES, INC.

A handwritten signature in black ink, appearing to read "Jordan Montanaro", written over a light blue horizontal line.

Jordan Montanaro

Project Engineer

[jordan.montanaro@garney.com](mailto:jordan.montanaro@garney.com)

(304)676-2348

CC: Garney – T Bulford, C. Arevalo

Attachments: Cost Sheet and Drawings/Plans



## COST WORKSHEET

Date:	November 8, 2024
PCO #:	12
Owner Name:	City of Hagerstown
Owner Contract No.	B1801.24
Garney Project No.	3435

**Subject:** Reese Farm Sewer Extension

**Description:** Addition of 130 LF Of 10" sewer main, 10 LF of 8" sewer main and (1) additional manhole

**Time Extension:** 5 days

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
Les Carr	Superintendent	1	\$ 182.00	40.0	\$ 7,280.00	
Mason Pflueger	Foreman	1	\$ 108.00	40.0	\$ 4,320.00	
Edal Boquin	Equipment Operator 1	1	\$ 100.45	50.0	\$ 5,022.73	
Herbert Cabrera	Equipment Operator 2	1	\$ 88.64	50.0	\$ 4,431.82	
Elder Marcos	Equipment Operator 3	1	\$ 87.64	50.0	\$ 4,381.82	
Jose Ayala	Laborer 1	1	\$ 77.09	50.0	\$ 3,854.55	
Sean Klassen	Laborer 2	1	\$ 74.82	50.0	\$ 3,740.91	
Pedro Alfaro	Laborer 3	1	\$ 63.00	50.0	\$ 3,150.00	
			Labor Subtotal			\$ 36,181.82

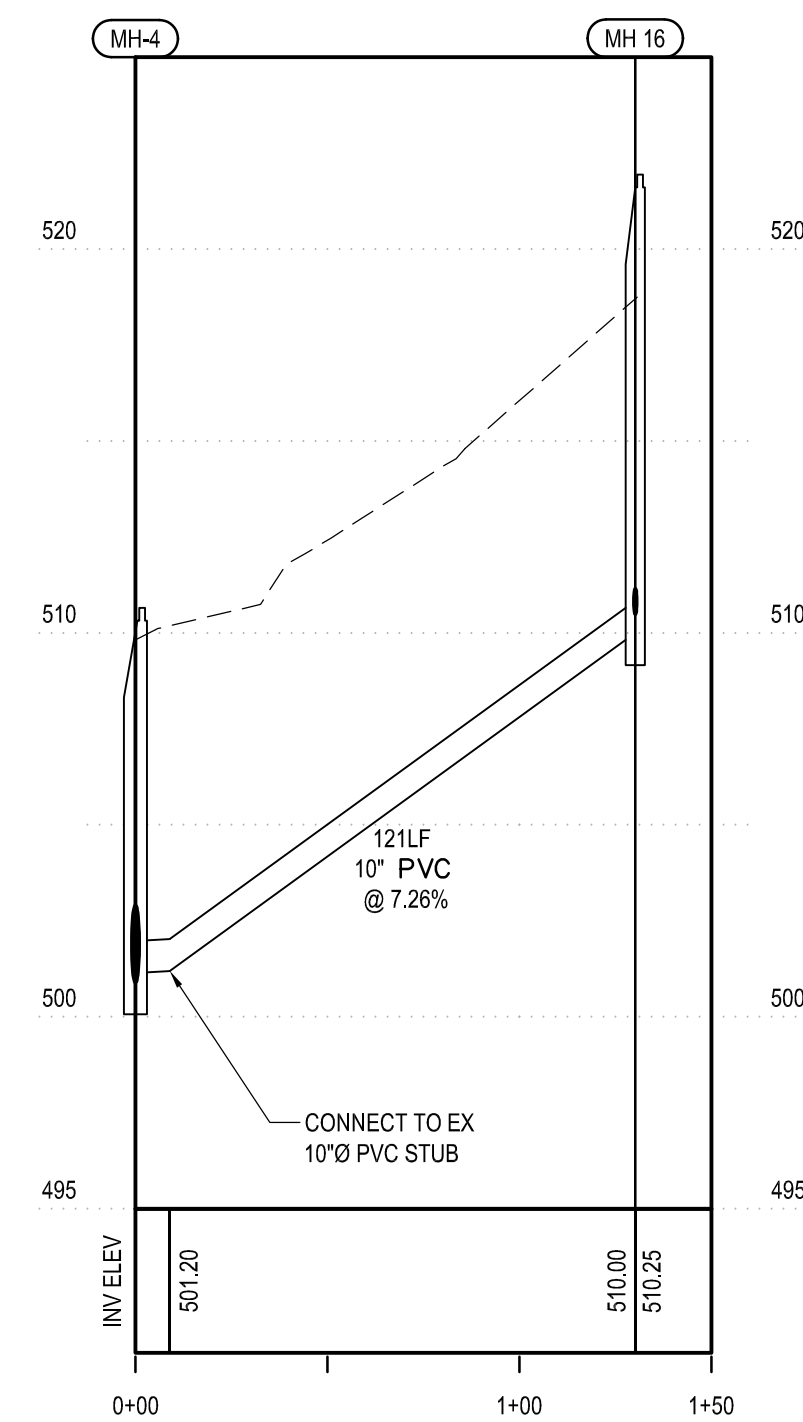
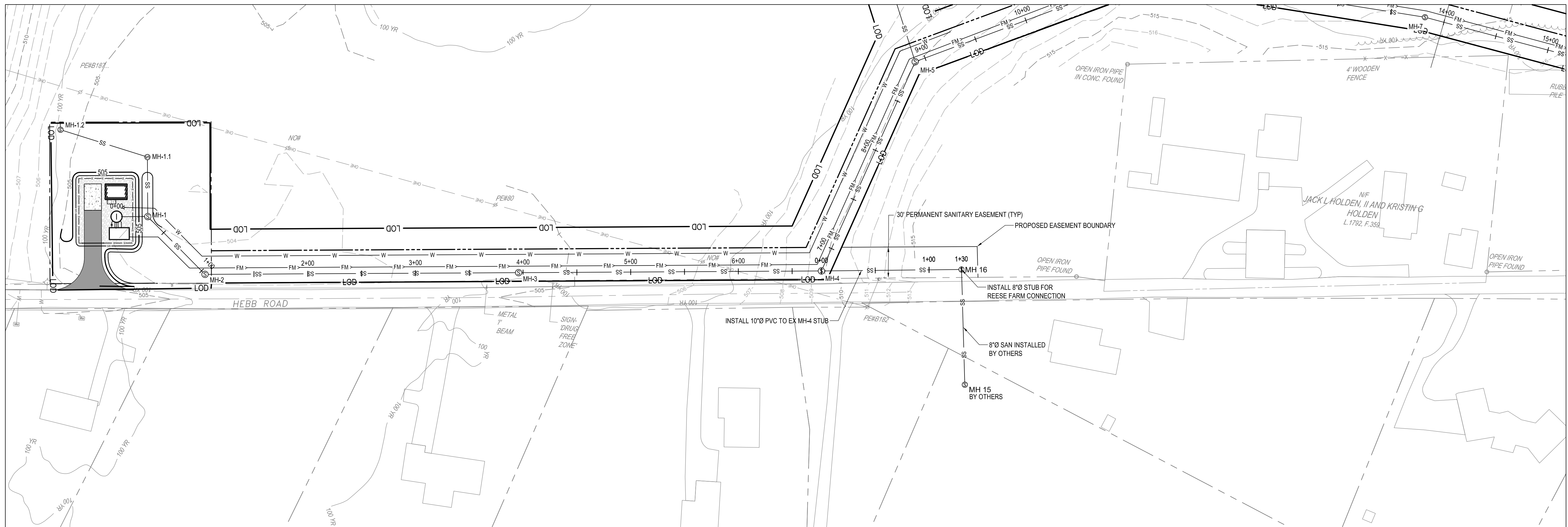
EQUIPMENT					
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals
Deere 450D LC	1	\$ 150.26	40.0	\$ 6,010.23	
Caterpillar 315C (disc. 2008)	1	\$ 114.25	40.0	\$ 4,570.11	
Deere 624L	1	\$ 90.14	40.0	\$ 3,605.72	
		Equipment Subtotal			\$ 14,186.05

SUBCONTRACTOR					
Description	Quantity	Unit	Unit Price	Extension	Totals
Potomac Edison Guy Wire Bracing/Relocation	1.0	LS	\$ 2,500.00	\$ 2,500.00	
				\$ -	
Removal of Existing Tree	1.0	LS	\$ 2,500.00	\$ 2,500.00	
				\$ -	
Survey and Layout	1.0	LS	\$ 2,500.00	\$ 2,500.00	
				\$ -	
				\$ -	
		Subcontractor Subtotal			\$ 7,500.00

[illegible]

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 36,181.82	15%	\$ 5,427.27	\$ 41,609.09	
EQUIPMENT	1	LS	\$ 14,186.05	15%	\$ 2,127.91	\$ 16,313.96	
SUBCONTRACTOR	1	LS	\$ 7,500.00	10%	\$ 750.00	\$ 8,250.00	
MATERIALS/RENTALS	1	LS	\$ 12,884.37	15%	\$ 1,932.66	\$ 14,817.03	
			Summary Subtotal				\$ 80,990.08

PCO Subtotal (Including Markup):	\$ 80,990.08
Bonds & Insurance Premium:	\$ 1,214.85
<b>TOTAL</b>	<b>\$ 82,204.94</b>



## PROFILE

SCALE  
HORIZ 0 50' 100' PLAN & PROFILE  
VERT 0 5' 10' PROFILE

SEE SHEET C-302

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed professional engineer under the laws of the State of Maryland,  
License No. 60242  
Expiration Date: 11/28/2024

HEBB ROAD PUMP STATION NO. 33  
ACROSS FROM 217 HEBB ROAD

HAGERSTOWN, MD 21740

THE CITY OF HAGERSTOWN  
UTILITIES DEPARTMENT, WASTEWATER DIVISION  
1 EAST FRANKLIN STREET HAGERSTOWN, MD 21740

1 EAST FRANKLIN STREET HAGERSTOWN, MD 21740

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[illegible]

PROJECT NO: 77484-00

FILED DATE:	09/29/2023
-------------	------------

DESIGN BY:	DATE:
DRAWN BY:	DATE:

AWN BT:	DA
ESMER BN	DA

HECKED BY: DG

BUCHART HORN, INC.

# SANITARY SEWER REESE FARM EXTENSION PLAN & PROFILE

ET NO: \_\_\_\_\_

C-301A



Project No.: 77484-00 Contract No.: B1801.24 Date March 4, 2025  
 Project Name: Hagerstown PS#33  
 Owner: City of Hagerstown, Maryland  
 Engineer: Buchart Horn, Inc., 445 West Philadelphia Street, York, PA 17405  
 Contractor: Garney Companies, Inc. 3959 Pender Drive, Suite 100, Fairfax, VA 22030

**THE CONTRACT IS CHANGED AS FOLLOWS:**

ITEM NO.	DESCRIPTION OF CHANGES	COST INCREASE	COST DECREASE
8	PCO#14 Excessive Rock Excavation Cost Work Sheet Rev4 (see attached)	\$199,838.99	
TOTAL		\$199,838.99	
NET Change In Contract Value		\$199,838.99	

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT DURATION/DATE:	
Original Contract Sum	\$ <u>4,720,444.00</u>	Present Contract Time:	<u>274</u> Calendar Days
Net change by previous Change Orders	\$ <u>490,930.92</u>	This Change:	<u>58</u> Calendar Days
Contract Sum prior to this Change Order	\$ <u>5,211,374.92</u>	Revised Contract Time	<u>332</u> Calendar Days
Contract Increase by this C/O	\$ <u>199,838.99</u>	Final Completion:	<u>1/8/2025</u> Date
New Contract Sum including this C/O	\$ <u>5,411,213.91</u>	Revised Final Completion:	<u>3/7/2025</u> Date

This change order fully compensates the Contractor for all costs associated with the stipulated changes, including overhead and profit, and impacts to other items of work, disruptions to the project and delays. All other terms and conditions of the contract remain unchanged.

NOT VALID UNTIL APPROVED BY THE OWNER.

**RECOMMENDED:**
**ACCEPTED:**
**APPROVED:**

By:   
 BUCHART HORN, INC.  
 Engineer (Authorized Signature)

By:   
 GARNEY COMPANIES, INC.  
 Contractor (Authorized Signature)

By: \_\_\_\_\_  
 CITY OF HAGERSTOWN  
 Owner (Authorized Signature)

Date: March 4, 2025

Date: March 10, 2025

Date: \_\_\_\_\_



Buchart Horn, Inc.  
Mr. David Gill  
The Russell E. Horn Building  
445 West Philadelphia Street  
York, PA 17401

February 4, 2025

**RE: City of Hagerstown Pump Station 33 – B1801.24**  
**PCO 14 – Excessive Rock Excavation**

Dear Mr. Gill,

Garney started the installation of the 21-inch gravity line from manhole 11 to manhole 13 on December 5<sup>th</sup>, 2024. This operation was to be completed by December 23<sup>rd</sup>, of 2024. Due to the unknown conditions of excessive rock, we are now scheduling it to be completed by February 21<sup>st</sup>, 2025. We have lost 3 weeks of crew time dealing with this very hard rock and have depleted all our resources.

This PCO includes 15 days of additional time it took to install the 21-inch gravity line from manhole 11 to manhole 12. This includes an additional machine with a larger hammer due to the hardness of the rock and hourly trucking needed to haul off the additional rock.

Garney is hereby requesting financial compensation from the City of Hagerstown in the amount of \$199,838.99 in accordance with Section 55 of the General Conditions for the additions under Contract B1801.24. We are also requesting a time extension of 58 days making the new Final Completion Date of March 7, 2025.

If you have any additional questions or concerns, please feel free to call me at (304) 596-7302 or email me at [tbulford@garney.com](mailto:tbulford@garney.com).

Sincerely,  
GARNEY COMPANIES, INC.

A handwritten signature in blue ink that reads "Tim Bulford".

Tim Bulford  
Project Manager  
[tbulford@garney.com](mailto:tbulford@garney.com)  
(304) 596-7302

CC: Garney – J. Montanaro, C. Arevalo  
Attachments: Cost Sheet





## COST WORKSHEET

Date: January 20, 2025  
 PCO #: 014  
 Owner Name: City of Hagerstown  
 Owner Contract No. B1801.24  
 Garney Project No. 3435

**Subject:** Excessive Rock Excavation

**Description:** Due to the unknown rock remaining, we have lost 15 shifts to complete the remaining 21-inch gravity line from MH 11 to MH 13. We were supposed to be completed by the 23rd of December, but now we are struggling to be completed by the 31st of January.

**Time Extension:** As of CO 7, our final completion date is January 8th, 2025. We are requesting to extend the substantial completion to February 21st, 2025 with a new final completion of March 7th, 2025. We are requesting a time extension of 58 days.

LABOR						
Crew Description	Classification	Quantity	Composite Hourly Rate	Hours Each	Extension	Totals
Les Carr	Superintendent	1	\$ 182.00	120.0	\$ 21,840.00	
Mason Pflueger	Foreman	1	\$ 108.00	120.0	\$ 12,960.00	
Edal Boquin	Equipment Operator	1	\$ 100.45	120.0	\$ 12,054.55	
Herbert Cabrera	Equipment Operator	1	\$ 88.64	120.0	\$ 10,636.36	
Elder Marcos	Equipment Operator	1	\$ 87.64	120.0	\$ 10,516.36	
Jose Ayala	Laborer 1	1	\$ 77.09	120.0	\$ 9,250.91	
Sean Klassen	Laborer 2	1	\$ 74.82	120.0	\$ 8,978.18	
Pedro Alfaro	Laborer 3	1	\$ 63.00	120.0	\$ 7,560.00	
Eddie Reyes	Laborer 3	1	\$ 63.00	120.0	\$ 7,560.00	
<b>Labor Subtotal</b>						<b>\$ 101,356.36</b>

EQUIPMENT					
Description	Quantity	FHWA Hourly Rate	Hours Each	Extension	Totals
Deere 450D LC	1	\$ 150.26	120.0	\$ 18,030.68	
Caterpillar 315C (disc. 2008)	1	\$ 114.25	120.0	\$ 13,710.33	
Deere 624L	1	\$ 90.14	120.0	\$ 10,817.15	
		Equipment Subtotal			\$ 42,558.16

SUBCONTRACTOR					
Description	Quantity	Unit	Unit Price	Extension	Totals
Hourly Trucking	120.0	Hour	\$ 90.00	\$ 10,800.00	
		Subcontractor Subtotal			\$ 10,800.00

MATERIALS/RENTALS						
Description	Quantity	Unit	Unit Price	Tax	Extension	Totals
350 with 12k LBS Hammer	1	LS	\$ 16,000.00	\$ 960.00	\$ 16,960.00	
				\$ -	\$ -	
<b>Material Subtotal</b>						<b>\$ 16,960.00</b>

SUMMARY							
Description	Quantity	Unit	Subtotal	Markup %	Markup Extension	Subtotal Plus Markup	Totals
LABOR	1	LS	\$ 101,356.36	15%	\$ 15,203.45	\$ 116,559.82	
EQUIPMENT	1	LS	\$ 42,558.16	15%	\$ 6,383.72	\$ 48,941.89	
SUBCONTRACTOR	1	LS	\$ 10,800.00	10%	\$ 1,080.00	\$ 11,880.00	
MATERIALS/RENTALS	1	LS	\$ 16,960.00	15%	\$ 2,544.00	\$ 19,504.00	
<b>Summary Subtotal</b>							<b>\$ 196,885.71</b>

PCO Subtotal (Including Markup): **\$ 196,885.71**  
 Bonds & Insurance Premium: **\$ 2,953.29**  
**TOTAL \$ 199,838.99**

APPROVED  
Mayor & Council  
Date 12/19/23



V 5561

Reg 1368

## PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: December 19, 2023 Special Session Date: \_\_\_\_\_

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Pump Station 33 Construction Project

Account No: 5485001-C0800 CIP Control No. C0565

Budget Amount: \$ 1,650,000 Account Balance: \$ 1,403,071.60 Unbudgeted Amount: \$ See Below

Fiscal Year: FY24 Source of Funds: ARPA and Wastewater Fund (CIP)

Quantity	Description	Value
<u>Line 1</u>	Pump Station 33 Construction	\$ 4,720,444.00
<u>1</u>	1. Mobilization/Demobilization (\$203,748.00) ✓	
<u>2</u>	2. Construction of PS (\$1,953,421.00) ✓	
<u>3</u>	3. Construction of Gravity and Force Main (\$2,503,275.00) ✓	
<u>4</u>	4. Demolition of PS9 (\$60,000.00) ✓	
<u>5</u>	Contingency: ~10%	\$ 472,000.00
	Funding:	
	ARPA: \$4,700,000.00 (from PS33 and PS13 allocations)	
	Wastewater Cash: \$492,444.00	
TOTAL VALUE OF PROJECT		\$ 5,192,444.00

ABOVE TO BE USED FOR: Construction of new Pump Station 33 on Hebb Road to replace existing Pump Station 9 on Dual Highway. Work also include the construction of new force and gravity sewer mains and the demolition of existing Pump Station 9.

**RECOMMENDED VENDOR:** Business Name: Garney Companies, Inc.

Business Address: 3959 Pender Drive, Suite 100

City/State/Zip: Fairfax, VA 22030

Bid/Proposal/Quote No.: B1801.24 Sole Source? ☐ Yes ☒ No

### OTHER VENDORS

Firm	City/State	Total Amount
HRI	Disqualified - Incomplete Bid	
<div>RECEIVED</div> <div>DEC 20 2023</div> <div>CITY OF HAGERSTOWN UTILITIES DEPARTMENT WASTE WATER DIVISION</div>		



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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 Funds available through ARPA Grant and Wastewater Restricted Cash. Award includes a 10% construction contingency allowance for latent site conditions associated with construction.

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2023.12.07 12:32:31 -05'00'

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath  
Date: 2023.12.07 12:32:41 -05'00'

Signature / Date

**(2) Purchasing Agent**

COMMENTS

New Vendor. Will need set up in munis

*T. G. Free* 12/8/23  
Signature / Date

**(3) Chief Financial Officer**

COMMENTS

*Approve*

*Michelle Hager* 12/17/23  
Signature / Date

**(4) City Administrator**

COMMENTS

*Recommend Approval*

*Scott Threewain* 12/17/23  
Signature / Date

V 5561

Reg

City of Hagerstown  
Finance Department  
Tabulation Report

Title: Pump Station #33  
No.: B1801.24  
Deadline Date / Time: 12/01/2023 @ 2:00 PM  
Contact Person: Tyler French

Company Name	Garney Companies, Inc	HRI Bridge Company aka HRI, Inc
Mobilization/Demobilization	\$ 203,748.00	\$ 350,000.00
Construction of Pump Station 33	\$ 1,953,421.00	\$ 1,723,000.00
Construction of Gravity and Force Main	\$ 2,503,275.00	\$ 1,920,087.00
Demolition of Pump Station 9	\$ 60,000.00	\$ 36,000.00
<b>Total Cost</b>	<b>\$ 4,720,444.00</b>	<b>\$ 4,029,087.00</b>
Vendor Forms	Yes	Yes
Addendum I	Yes	Yes
Addendum II	Yes	Yes
Complete set of Contract Documents (53 pages)	Yes	No
Bidder Certification of Work Capacity	Yes	Yes
Certification by Contractor or Subcontractor regarding Equal Employment Opportunity	Yes	Yes
Subcontractor List	Yes	Yes
Pricing Sheet	Yes	Yes
Signature to Bid	Yes	Yes
Bidders Affidavit	Yes	Yes
References	Yes	Yes
Maryland's Public Information Act	Yes	Yes
10% Bid Bond	Yes	Yes





**CERTIFIED COPY OF RESOLUTION  
OF SOLE DIRECTOR OF GARNEY COMPANIES, INC.**

The undersigned, Thomas J. Roberts, hereby certifies that he is the duly elected and qualified Secretary of Garney Companies, Inc. a Missouri Corporation (the "Company"), and that as Secretary, he maintains the records and the corporate seal of the Company. The undersigned further certifies that the following is a true and correct copy of the resolution adopted by the Sole Director of the Company on the 5<sup>th</sup> day of December, 2022 and that such resolution is now in full force and effect:

**RESOLVED:** That the following individuals listed below

Michael H. Heitmann	CEO
Scott A. Parrish	President
Executive Vice President	Matthew W. Reaves
Timothy M. Behler	Vice President/COO - Eastern Plant
Wayne A. O'Brien	Vice President/COO - Western Plant
Matthew T. Foster	Vice President/COO - Western Pipe
Jason A. Seubert	Vice President/COO - Eastern Pipe
David R. Burkhart	Vice President
Stephen P. Ford	Vice President
Gregory K. Harris	Vice President
Jordan S. Carrier	Vice President
Daniel R. Smolik	Vice President
William D. Williams	Vice President
Jay L. McQuillen, Jr.	Director - Garney Federal
Thomas J. Roberts	Director of Financial Reporting/Secretary
Mark A. Kelly	Director - Business Development
Michael D. Strong	Director - General Counsel
Scott J. Reuter	Director
Jeffrey P. Seal	Director
Michael Joel Heimbuck	Director
Eric C. Wagner	Director
Brian B. Brandstetter	Director
Patrick S. Vidonish	Director

are hereby authorized and instructed to execute and deliver on behalf of the Corporation and its name, contracts, offers and bids pertaining to contracting and construction work to be performed by the Company.

**IN WITNESS WHEREOF**, the undersigned has hereby affixed his name as Secretary and caused the corporate seal of the Company to be affixed hereto this 5<sup>th</sup> day of December, 2022.



  
Thomas J. Roberts, Corporate Secretary



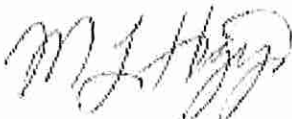
# STATE OF MARYLAND

## Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT GARNEY COMPANIES, INC. (J02507952) , QUALIFIED FEBRUARY 26, 1988, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF MISSOURI AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT INTERSTATE, INTRASTATE AND FOREIGN BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS NOVEMBER 08, 2019.



Michael L. Higgs  
Director



301 West Preston Street, Baltimore, Maryland 21201  
Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941  
MRS (Maryland Relay Service) (800) 735-2258 TTY/Voice

Online Certificate Authentication Code: L5Q1J98RUEKT\_BT\_BA0YEW  
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



**CERTIFICATION BY CONTRACTOR OR SUBCONTRACTOR  
REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Garney Companies, Inc.

CONTRACT NO. P1801.24

Name of Contractor

44-0658613

**IRS EMPLOYER IDENTIFICATION NO.**

**INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), 30 F.R. 12319-25). Any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

**CONTRACTOR'S CERTIFICATION**

Contractor's Name: Garney Companies, Inc.

Address: 3959 Pender Drive, Suite 100  
Fairfax, VA 22030

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes ☒ No ☐
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes ☒ No ☐

If yes, state what reports were filed and with what agency.

EEO Summary, Monthly Utilization, Cert: Need Payroll, Manhour Summary: Maryland Dept. of Labor

3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes ☒ No ☐
4. If answer to Item 3 is NO, please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law-U.S. Code, Title 18, Section 1001.)

Jordan S. Carrier, Vice President

Name and title of signer (Please type)

  
Signature

12/1/23

Date

Bid No: B1801.24  
 Pump Station #33  
 Bid Submittal Form  
 Submit 3 Copies

**SUBCONTRACTOR LISTING  
 PUMP STATION 33  
 CONTRACT NO. P1801.24**

THE CONTRACTOR WILL NAME BELOW THE ITEM OR ITEMS HE PROPOSES TO SUBLET, THEIR DOLLAR VALUE, THE NAME OF THE SUBCONTRACTOR(S) AND CHECK THE "MINORITY BUSINESS ENTERPRISE" COLUMN, IF THE NAMED SUBCONTRACTOR SO CONSIDERS ITSELF IN ACCORDANCE WITH MARYLAND DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ADMINISTRATION.

ITEM NO.	DOLLAR VALUE	SUBCONTRACTORS	MINORITY BUSINESS ENTERPRISE
1	\$7,500.00	Antietam Tree & Turf	No
1	\$18,450.00	Triad Engineering Inc.	No
2	\$45,275.00	Long Fence	No
2	\$112,300.00	Murray Contracting LLC	No
2	\$43,304.26	Frederick Concrete Company, Inc.	No
2	\$516,735.00	Monacacy Valley Electric, Inc.	No
3	\$523,898.00	Aaron Enterprises	No

Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies

Company Name: Garney Companies, Inc.

Base Bid for Pump Station 33 shall include the construction of Wastewater Pump Station 33, supply and installation of all pumps, motors, piping, appurtenances, electrical, generator, transfer switch, SCADA, etc., construction of a Gravity Sewer, Force Main, decommissioning, demolition, and site restoration for existing Pump Station 9. Work includes ALL equipment, materials, labor, and site work necessary for the construction of a fully operational Sewer Pump Station in accordance to the Specifications, Drawings and Contract Documents.

CITY OF HAGERSTOWN -PRICING SHEET PUMP STATION #33				
Item No.	Quantity	Description	Unit Cost (LS)	Extended Cost (LS)
1	1	Mobilization/Demobilization	\$ 203,748.00	\$ 203,748.00
2	1	Construction of Pump Station 33	\$ 1,953,421.00	\$ 1,953,421.00
3	1	Construction of Gravity and Force Main	\$ 2,503,275.00	\$ 2,503,275.00
4	1	Demolition of Pump Station 9	\$ 60,000.00	\$ 60,000.00

TOTAL BASE BID IN NUMBERS: \$4,720,444.00

TOTAL BASE BID IN WORDS: Four Million, Seven Hundred Twenty Thousand, Four Hundred Forty Four Dollars  
and Zero Cents.

Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies

**BIDDER'S MUST STATE THE FOLLOWING:**

COMPANY NAME: Garney Companies, Inc.

CONTACT NAME: Tim Bulford

TELEPHONE NUMBER: 304.596.7302


EMAIL: tbulford@garney.com

ADDRESS: 3959 Pender Drive, Suite 100

CITY: Fairfax STATE: VA ZIP 22030

This form was completed and submitted by: Jordan S. Carrier  
(Please print or type full name)

Title of Individual: Vice President

Signature of Individual: 



Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies

Garney Companies, Inc.  
Bidder's Company Name

### SIGNATURE TO BID

**NOTE:** Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

**BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.**

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the bid form.

SIGNATURE:  Date: 12/1/23

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. Do NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification:

Addendum No. 1	11/15/23	Addendum No. 2	11/17/23	Addendum No. 3	
Addendum No. 4		Addendum No. 5		Addendum No. 6	

**BIDDER'S AFFIDAVIT  
PUMP STATION 33  
CONTRACT NO. P1801.24**

**1. AUTHORIZED REPRESENTATIVE:**

I HEREBY DECLARE AND AFFIRM that I am the Vice President \_\_\_\_\_  
(TITLE)

and duly authorized representative of the firm of Garney Companies, Inc. \_\_\_\_\_  
(NAME OF FIRM)

whose address is 3959 Pender Drive, Suite 100, Fairfax, VA 22030 \_\_\_\_\_

and that I am duly authorized on behalf of said firm to make this Affidavit.

**2. BRIBERY:**

I FURTHER DECLARE AND AFFIRM that neither I, nor, to the best of my knowledge, information and belief, the above firm, nor any Officer, Director or Partner of the above firm, nor any employee of the above firm directly involved in obtaining contracts with the State of Maryland, or any County or other subdivision of the State of Maryland, has been convicted\* of bribery, or conspiracy to bribe under the laws of any State or the Federal Government, except as herein expressly stated (if any):

N/A \_\_\_\_\_  
\_\_\_\_\_

**3. NON-COLLUSION:**

In connection with the firm's price submittal for the above-captioned contract, as submitted to THE CITY OF HAGERSTOWN, MARYLAND, I HEREBY DECLARE AND AFFIRM, to the best of my knowledge, information and belief that:

- a) Said bid has been independently prepared without collusion by any Officer, Director, Partner, Employee or other representative of this firm, with any other proposer, or with any competitor; that
- b) No attempt has been or hereafter, will be made by any Officer, Director, Partner, Employee or other Representative of this firm to induce any other person, firm, or entity to submit or not submit a bid; that
- c) Any unit or total price in this bid has not been knowingly disclosed and will not be knowingly disclosed prior to its official opening, directly or indirectly, to any other bidder or to any competitor, and, that
- d) I have fully informed myself regarding the accuracy of the statements contained herein.

*\* As used herein the word "convicted" includes an accepted plea of nolo contendere.*

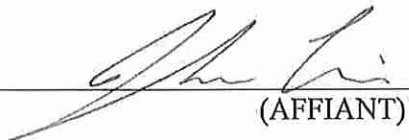


**BIDDER'S AFFIDAVIT (contd.)**

I acknowledge that this Affidavit is to be furnished to the City of Hagerstown and may be distributed to Boards, Commissions, Administrations, Department Agencies of the City of Hagerstown, of the State of Maryland, and other States and the Federal Government. I further acknowledge that this Affidavit is subject to applicable laws of the State of Maryland, both criminal and civil, and this Affidavit is to be attached to and become a part of the contract when and if awarded and executed.

I FURTHER HEREBY DECLARE AND AFFIRM, that I and the firm I herein represent, acknowledge and agree that if any misrepresentation is herein made, the City of Hagerstown, Maryland, Washington County, in their discretion shall have the right to reject this bid or terminate the contract, without liability, (as the case may be).

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT.

12/1/23 (DATE)  (AFFIANT)

Jordan S. Carrier (PRINTED OR TYPED NAME) Vice President (TITLE)

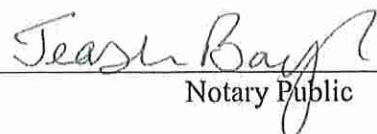
FOR Garney Companies, Inc. (COMPANY)

STATE OF Virginia COUNTY OF Fairfax  
CITY OF Fairfax

On this 1st day of December 2023, before me Jordan S. Carrier,

the above signed Officer, personally appeared known to me to be the person described in the foregoing Affidavit and acknowledged that he (she) executed the same in the capacity therein stated and for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

  
Notary Public

My commission expires 11/30/2024



Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies

The following information is required as part of your response to this solicitation.

**REFERENCES:** The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: North 40 Pump Station and Force Main

Client Name: First Utility District of Knox County, TN

Client Phone Number: 865.966.9741

Description of Work Performed:

Construction of a 1,500 GPM wet well sewage pump station, electrical, rock excavation, access to the pump station including a parking lot, the installation of 1,450 LF of 12" HDPE sewer force main, and the upsizing and rerouting of 205 LF of 8" to 12" DIP and PVC gravity sewer mains. Included 90 LF of 24" auger bore steel casing, 200 LF of 2" horizontal directional drill, 175 LF of 24" casing by open-cut, manholes, reconnection of existing laterals, bypass pumping, and dewatering.

Total Project Cost: \$1,642,820

Date of Project: December 2019 - January 2022

2. Project Name: Johnson Creek Force Main

Client Name: Chesterfield County, VA

Client Phone Number: 804.768.7483

Description of Work Performed:

This project included new water and sanitary sewer lines. The sewer lines consisted of 8,019 LF of 20" zinc-lined DIP sanitary force main including a 68 LF auger bore under a CSX railroad with 30" steel casing; three open-cut road crossings requiring maintenance of traffic, interactions with the DOT and night work; as well as 1,474 LF of 36" PVC sanitary gravity including multiple stream crossings. The waterlines included the installation of 374 LF of 12" and 324 LF of 8" DIP including a 138 LF auger bore under four lanes of traffic with 20" steel casing, as well as 1,111 LF of 2" copper service line. This project also included paving, dewatering, six 48" manholes, and a 1" water service connection.

Total Project Cost: \$3,667,344

Date of Project: May 2020 - April 2021

Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies

## REFERENCES (Cont'd)

Eastern Shore Infrastructure Improvements -  
3. Project Name: Transmission Force Main Phase I (Design-Build)

Client Name: Hampton Roads Sanitation District

Client Phone Number: 757.460.7005

This project is located on the eastern shore of Virginia and includes new sanitary force mains and lift stations to convey flows from the Towns of Nassawadox and Exmore to the Onancock WWTP. Description of Work Performed: These new facilities will provide improved wastewater treatment for the Town of Nassawadox by taking advantage of unused capacity at the Onancock WWTP. Includes the installation of sanitary force mains consisting of 24,000 LF of 12" HDPE, 42,000 LF of 10" HDPE, 13,684 LF of 6" HDPE, and 26,800 LF of 4" HDPE, as well as 2,000 LF of 12" PVC. The pipeline work includes street crossings requiring communication with affected business, VDOT permits and a detour plan, and 15,000 SF of paving. The breakdown of street crossings consists of a 1,780 LF section of 12" PVC open-cut installation down Washington Street, as well as four jack and bores ranging from 60 and 160 LF using 16" to 24" steel casings and a 500 LF horizontal directional drill. The pump station work includes the demolition of an existing facility and construction of three lift stations with submersible pumps ranging from 11 to 40 hp and the capacity to convey a peak flow of 77 GPM from Nassawadox to Exmore.

Total Project Cost: \$28,969,674

Date of Project: August 2021 - January 2023



Bid No: B1801.24  
Pump Station #33  
Bid Submittal Form  
Submit 3 Copies


**Notice: Bid Information Subject to Inspection Under Maryland's Public Information Act**

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland's Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City's Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

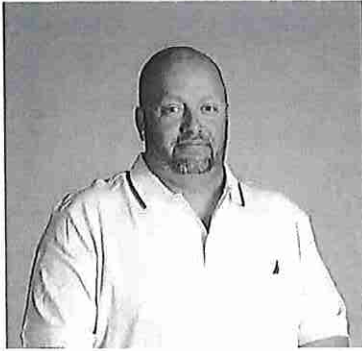
Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company's interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland's Public Information Act:

 12/1/23  
Signature Date

Garney Companies, Inc.  
Company Name



## **LES CARR**

### **Superintendent**

---

Garney Experience: 7 years

Industry Experience: 25 years

---

#### **Education**

Anne Arundel Community College,  
Coursework in Spanish for  
Construction

#### **Certifications & Training**

Certified Crane Rigger and Signal  
Person

Confined Space Entry & Rescue

First Aid & CPR Trained

Hazard Communication/MSDS

OSHA 30-Hour

OSHA Competent Person - Confined  
Space, Fall Protection, Rigging, and  
Trenching & Excavation

SHA Traffic Manager's Class

#### **References**

Joe Neuland  
Cherry Hill Construction  
(442) 324-7602

Jeffrey Maclay  
Maclay & Sons Construction  
(443) 807-0185

Luke Williamson  
Facchina  
(410) 610-1186

Phil Hilditch  
PipeWay Energy Construction, Inc.  
(410) 340-1030

#### **Professional Summary**

Leslie has worked in the construction industry his whole career as a Foreman and currently as Superintendent. He has experience operating heavy equipment, core drill machines, CL12, B100 and B5 tap machines, lasers, levels, and transits; working with trench boxes, hydraulic shoring, and slide rail systems; reading blueprints; and rigging. As Superintendent, Leslie is responsible for supervising his crew, maintaining equipment, ensuring safety on the job site, and coordinating with subcontractors for successful project completion.

#### **PROJECT EXPERIENCE**

Eastern Shore Infrastructure Improvements - Transmission Force Main  
Phase I (Design-Build)

Hampton Roads Sanitation District / \$28,969,674

##### ***Superintendent.***

Installation of sanitary force mains consisting of 106,484 LF of 4" to 12" HDPE and 2,000 LF of 12" PVC including street work requiring public relations, VDOT permits, and paving. The breakdown of street crossings consists of a 1,780 LF section of 12" PVC open-cut installation down the street, four jack and bores, and a 500 LF HDD. The pump station work includes the demolition of an existing facility and the construction of three lift stations with submersible pumps ranging from 11 to 40 hp.

Colchester Interceptor System Improvements

Prince William County Service Authority / \$11,026,926

##### ***Assistant Superintendent.***

Installation of 5,235 LF of 36" PVC sanitary sewer force main, 36" line stop with a bypass using 2,500 LF of temporary 36" HDPE, replacement of 2,132 LF of 54" CCFRPM gravity sewer via open cut and micro-tunneling, manholes and appurtenances, 1,687 LF of 42" to 8" sanitary gravity sewer, and construction of a submersible pump station with two 10 hp pumps rated at 350 gpm.

Cinder Cove Force Main Rehabilitation

Anne Arundel County, MD / \$8,603,540

##### ***Superintendent.***

Abandonment and replacement of 2,325 LF of 22" steel sanitary force main with concrete fill and replacement with 5,600 LF of 36" HDPE and 1,200 LF of 8" to 30" DIP that included 20 valve vaults and a cathodic protection system. Additional work included HDD operations to minimize wetland disturbance for three 36" sections totaling 2,685 LF, tie-ins, line stops, bypass pumping, and traffic detours.

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

---

**Topic:**

Approval of an Ordinance: Amend the City Code by Repealing and Re-enacting Chapter 140, the Land Management Code

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

LMC\_amendment.pdf

**Description**

Approval of an Ordinance:  
Amend the City Code



## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** March 25, 2025

**TOPIC:** Approval of an Ordinance: Amend the City Code by Repealing and Re-enacting, Chapter 140, the Land Management Code

Charter Amendment

Code Amendment

**Ordinance**

X

Resolution

Other

**MOTION:** I hereby move that the Mayor and City Council approve an ordinance to amend the City Code by repealing and re-enacting Chapter 140, Land Management Code. The re-enacted Land Management Code includes a collection of annual revisions for 2024 finalized by the Mayor and City Council. This re-enacted version of the Land Management Code shall be known as version 3.12.

DATE OF INTRODUCTION: 02/25/2025

DATE OF PASSAGE: 03/25/2025

EFFECTIVE DATE: 04/24/2025

## **CITY OF HAGERSTOWN, MARYLAND**

### **AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, BY REPEALING AND RE-ENACTING CHAPTER 140, LAND MANAGEMENT CODE, TO INCORPORATE A PACKAGE OF ANNUAL REVISIONS FOR 2024.**

#### **RECITALS**

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Mayor and Council have a responsibility to implement the policies of the Comprehensive Plan and provide a system of land use and development regulations that provides for harmonious use and development of land; and

WHEREAS, the Planning Commission have recommended a package of amendments to the Land Management Code to better protect our neighborhoods and facilitate desirable use and development of land within the City of Hagerstown; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate a package of fifteen revisions for 2024, as hereafter described;

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

1. The Code of the City of Hagerstown be and is hereby amended by deleting and repealing Chapter 140, Land Management Code, version 3.11, as revised.
2. The Code of the City of Hagerstown be and is hereby amended by adding thereto a new chapter, to replace Chapter 140 hereinabove repealed, to be Chapter 140, Land Management Code, to read as follows:

(See Attached Text of Chapter 140)

3. This ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

4. This revised and amended code in its entirety shall be known as version 3.12.

5. Staff is authorized to review this text and verify that all cross-referencing that appeared in the version repealed is unaffected, and where cross-references carried forward from the repealed version are found to be affected, correct affected references without affecting content of the Chapter.

Effect on penalty, forfeiture, or liability

(a) Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under this Ordinance.

Purposes for which Ordinance shall remain in effect

(b) This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:

- (1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and
- (2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

\_\_\_\_\_  
William McIntire, Mayor

Date of Introduction: February 25, 2025

Date of Passage: March 25, 2025

Effective Date: April 24, 2025

## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-02	Is this a new issue or one previously discussed?	Previous
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Eliminate landscaped islands in cul-de-sacs in most situations.		
<b>Justification:</b> Public works and the fire department have expressed concern with the ability for snow plows and fire apparatus to turn around in cul-de-sacs when there are center islands because people tend to parallel park along the bulb even when it is marked no parking. The proposed language below addresses this issue but leaves the option possible for unforeseen potential good designs in commercial areas.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 5, Section E.1.i (bottom of page 5-22.)

i. **Cul-de-Sacs and Traffic Control at New Intersections.**

Cul-de-sacs are discouraged and shall be allowed only where topographical considerations offer no practicable alternatives for connections or through traffic. Where a cul-de-sac is unavoidable, variations to standard cul-de-sac design shall be considered, including loop lanes, crescent design, or by incorporating a planting island at the terminus. Cul-de-sac streets shall not be longer than 600 feet from the nearest intersecting street. **No cul-de-sac shall be approved with a landscaped island unless the applicant can demonstrate through a turn analysis acceptable to the City Engineer, Fire Marshal and Director of the Department of Public Works that sufficient radius is provided to allow emergency vehicles and snow removal vehicles to turn around in the bulb while vehicles are parked along the exterior curb.**

**In order to maintain traffic flow, reduce potential for accidents and and improve the aesthetics of streetscapes in new residential subdivisions, the preferred method of traffic control at new intersections in residential subdivisions is the use of small roundabouts. However, the use of stop signs is not prohibited and may be approved at the discretion of the Planning Commission.**



## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-03	Is this a new issue or one previously discussed?	Previous
Version: 2	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Requires owners of all parking lots to maintain their paving and striping		
<b>Justification:</b> There are commercial property owners who will allow their striping to fade to the point as being worthless. This new provision will require striping to be maintained in accordance with the most recent approved site plan. For properties that may not have a site plan, before any new zoning certificate is issued, the owner shall obtain approval of a plan to delineate spaces and drive aisles to the degree the existing configuration permits. This provision will help in ensuring parking areas that are visible and intended for use by customers, guests and employees, and present a complete and professional appearance. Provision also added that requires parking lot paving to be maintained and repaired as needed.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

See subsection b, below which addresses parking lot paving conditions as requested by the Commission. Section b, as it appeared in the first version and addressed striping, has become subsection c.

Article 4, Section O.3 – Off-Street parking requirements (4-105)

### 3. Off-Street Parking Requirements **and Requirement to Maintain Parking Lots and Striping.**

- a. Off-street parking and dimensional requirements are found in Article 5, Section I (Site Plan Standards).
- b. Paving of all parking lots accessed by and used for employees, customers and residents shall be maintained in a safe and professional condition, free of pot holes and areas of disintegrating paving materials. Failure to comply with this provision shall constitute a violation of this Chapter.
- c. Parking lots that are built in accordance with an approved site plan shall have their striping maintained and repainted as necessary to ensure a professional appearance and vehicular and pedestrian safety. If the parking lot is of such age that it was developed prior to the requirement for a site plan and there is no applicable site plan to use as a guide, the following shall occur:
  - (1) When the Zoning Administrator determines that the lot's previous striping is worn and needs repainting or needs to be demarked in cases where the lot was never striped before, a zoning certificate or zoning approval of a building permit shall not be approved for the property.
  - (2) Before zoning approvals are provided, the property owner or tenant shall submit a plan for marking the lot in accordance with the requirements of Article 5, Section I, creating as many spaces as the existing site conditions allow, bringing the designated parking on the site as close to full compliance with current ordinance requirements as practicable. The plan shall be consistent with the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD) as determined by the City Engineer.

- (3) The Zoning Administrator and the City Engineer review and approve the plan.
- (4) No final zoning certificate or final use and occupancy permit is provided for the property until the repainting is completed in accordance with the approved site plan or the zoning administrator-approved striping plan.

Failure to maintain parking lot striping in accordance with an approved site plan or approved striping plan approved by the Zoning Administrator shall be a violation of this Chapter.



# LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-04	Is this a new issue or one previously discussed?	Previous
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Amendments to definition of child day care.		
<b>Justification:</b> The existing definition reflects a prior code requirement associated with child day care which is now out of date. This change removes reference to the number of children allowed and instead makes a distinction between in-home daycare and daycare outside the home and refers to the sections of the code that specify how these uses are allowed.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

## Article 3: Definitions

**DAY-CARE, CHILD** – The care of ~~five or more~~ children, not the children or relatives of the provider, on a regular basis for periods of less than 24 hours per day, in a place other than the child's own dwelling unit. ~~An in-home child day-care operation occurring within the provider's home is allowed as an accessory use to the dwelling per the parameters outlined in Section D of the Zoning article. Child-day care operations outside of the provider's dwelling are allowed as outlined in Section Z of the Zoning Article.~~

## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-05	Is this a new issue or one previously discussed?	Previous
Version: 2	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Create a special exception option to increase the height of freestanding signs in the CC-MU Zoning District.		
<b>Justification:</b> A property owner of site that is not characteristic of the “street wall” environment of the downtown area desires to erect a freestanding sign in the CC-MU, which is not out of character with the property, but would be incompatible with the downtown environment elsewhere in the district.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

### Article 4, Section I.5 – Sign Dimensional and Design Requirements (begins page 4-54)

#### 5. Sign Dimensional and Design Requirements.

First three paragraphs omitted as unchanged.

##### a. Freestanding Signs.

##### (1). Chart of Dimensional Requirements.

Chart omitted as unchanged.

##### (2). Special Exception for Height and Area of Freestanding Signs – CC-MU Zoning District.

The Board of Zoning Appeals may consider applications for a special exception to construct a freestanding sign up to 20 feet in height and up to 150 square feet in the CC-MU Zoning District. Such sign shall be located a minimum of 20 feet from any building on an adjacent property not under common ownership. The Board shall apply the criteria for special exceptions found in Section U, Subsections 4, 6.b and 7.a. The Board shall approve no variance to increase the height of such sign to permit it to be greater than 20 feet in height, or to increase the area to exceed 150 square feet, or to reduce the required minimum 20-foot distance from a building on an adjacent property. When the property is located in the Downtown Historic District, no application shall be accepted for consideration of a special exception unless and until its design has been reviewed and approved by the Historic District Commission.



## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-06	Is this a new issue or one previously discussed?	Previous
Version: 2	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Introduce new provision to allow for large projecting signs in the CC-MU Zoning District and window lettering for upper floor businesses		
<b>Justification:</b> Through the City's prior hey-day of the mid-20 <sup>th</sup> Century, many of the taller buildings in the downtown area had vertically oriented projecting signs on the upper facades, similar to the marquee for the Maryland Theater and the one surviving one on the Shockey Building. This provision will allow such signs to be reintroduced to the downtown area, with certain design standards on architecturally appropriate buildings. Upper floor commercial window lettering was common in the mid-20 <sup>th</sup> Century as well. Also adds language that clarifies that smaller 3-dimensional signs, such as the ones recently installed at Hatters Plaza and the University System of Maryland building are permitted.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

### Article 3 (Definitions)

***SIGN, LARGE PROJECTING*** – A sign affixed to the front of a building presenting an architectural appearance of a commercial, industrial or mixed-use building in the CC-MU Zoning District that:

- is not oriented parallel to the building frontage or structure, and
- exceeds the size and locational limitations of a projecting sign defined herein, and
- is affixed to the façade at least two points and without a suspended element that may move when affected by air flow or wind, and
- identifies the building or a principal occupant.

***SIGN, PROJECTING*** - Any sign up to 32 square feet in area and regulated per Article 4, Section I.5.d, attached to a building or structure that is not oriented parallel to the building frontage or structure. Such signs may be configured in a three-dimensional design indicative of the activity promoted by the sign. Marquees, awnings, canopies, banners, and freestanding signs are not considered projecting signs.  
(Zoning)

### Article 4, Section I.5

#### c. Large Projecting Signs in the CC-MU Zoning District.

The purpose and intent of this provision is to permit the reintroduction of large signs displaying an economy of words and imagery, usually vertically oriented and electrified, to the downtown environment, given their historical proliferation in that area in the mid-20<sup>th</sup> Century. Due to their potential impact on the appearance of the downtown commercial area and their potential impact on residential uses in the area, strict standards are necessary to ensure compatibility with the downtown environment. This provision shall allow use of such signs that present an appearance consistent with their use in the early to mid-20<sup>th</sup> Century, as determined by the Historic District Commission, into the downtown streetscape projecting from buildings. For a large projecting sign to be permitted in the CC-MU District, the following standards shall apply.

Minimum building height:	2 stories.
Minimum vertical clearance over walkway:	10 feet.
Minimum vertical clearance over driveway:	15 feet.
Minimum distance from curb line:	36 inches
Maximum projection from building:	60 inches
Maximum area of sign:	None.
Maximum height:	Roof peak/cornice line. Not more than 25 feet.
Maximum number of large projecting signs:	1 per public street frontage, per building.
Orientation:	Vertical.
Number of faces:	Two, including on one-way streets.
Architectural appearance of building:	Commercial, industrial or mixed-use.
Location:	Downtown Historic District or Landmark in the CC-MU Zoning District.
Appearance of background of sign:	Opaque with no internal illumination.
Illumination:	<ol style="list-style-type: none"> <li>1. Floodlights shining onto the face of sign, or</li> <li>2. Internally illuminated letters, or</li> <li>3. Lighting behind letters shining onto opaque background, contrasting non-illuminated letters.</li> </ol> <p>Use of neon tube or similar permanent light accents are permitted.</p>

No large projecting sign shall be approved unless and until its design has been reviewed and approved by the Historic District Commission.

There will be no moving elements, LCD message signs or flashing or moving lights incorporated into a large projecting sign.

In cases where adjoining buildings have, through alteration and re-platting, been combined into a single building, and each section of the building maintains a separate and distinct façade to their original construction, each section of the building shall be treated separately for the purposes of this subsection.

The presence of street trees being a priority for the quality of the urban streetscape, no applicant should expect that the City will consider removing any street tree for the purpose of improving visibility of such signage.

The Board of Zoning Appeals shall grant no variance to the provisions of this subsection.

Renumber existing subsection c as subsection d.



## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-07	Is this a new issue or one previously discussed?	Previous
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No.
<b>Summary:</b> Expand provision for marquees on theaters to include performing arts centers		
<b>Justification:</b> There are facilities in the downtown area that reasonably could be expected to want and benefit from the use of a marquee, but don't technically qualify due to existing language constraints. One example is Hub City Live, which is not a theater, per se.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in red. Staff direction is in blue.

Text has been adjusted to make review entirely dependent on architectural considerations and not use. This allows consideration on individual buildings as appropriate without running afoul of law and case law that offers protections to specific uses.

### Article 4, Section I.3(b)(8) (page 4-58)

- (8). Theater Marquees in the CC-MU District: Historically, the ~~movie and live~~ theaters in the CC-MU district had large marquees projecting over the sidewalk to promote the theater and the theater's upcoming events. As marquee signs are a character defining feature of downtown theaters ~~and performing arts venues~~ and are crucial to their success, and to the success of uses occupying historic former theaters which are character defining features of the Downtown Historic District, the continued use of theater marquees in the CC-MU is a public goal. (add paragraph separation).

~~Regardless of the existing or proposed use of a building, in order to allow that tradition to continue, approval of any new theater marquee and associated signs and any replacement or reconstruction of a marquee to serve the needs of a use reoccupying a building formerly used as a theater will be~~ may be considered within the Downtown Historic District or a Landmark in the CC-MU Zoning District. Such request is subject to review and approval by the Historic District Commission. ~~HDC review will consider requests~~ on a case-by-case basis considering the historic nature of an existing building or, in the case of a new theater building, the Commission's adopted Design Guidelines, the architectural design of the proposed building, the Secretary of the Interior's Standards for Historic Preservation, and historic precedent for such signs in the ~~Downtown Historic District~~.

## ***LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL***

<b>Number:</b> 2024-08	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 2	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<p><b>Summary:</b> Regulate the parking and storage of camping trailers and boats on residential properties. Currently, the ordinance is silent on this issue. Proposal limits the number and length of such items and limits them to storage in a rear yard on a stable surface and not for occupancy. Regulations proposed have been watered down from much more restrictive limitations found in the zoning ordinance of Las Vegas, Nevada. <b>Text adjusted based on Council hearing in the fall of 2024 and corrected on January 27, 2025.</b></p> <p>This issue was taken to the Mayor and Council in 2022. While there was no objection per se to creating regulations for this issue, they were dissatisfied with the uniform approach – citing varying conditions from property to property, and directed staff to revisit the issue, applying direction received.</p> <p><b>Justification:</b> Staff periodically receives complaints about boats and campers on nearby properties. Without some form of regulation, they can be quite impactful on the quality of life on surrounding properties. Multiple units stored on one property, overall size and proximity to property lines and adjacent homes, etc. can have negative impacts on adjacent properties. In urban environments, properties are often small and homes located very near property lines and activity on adjoining properties can impact the property value and reasonable use and enjoyment of adjoining properties.</p>		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in blue.

Background: Staff received a call from a property owner in the northwest part of the city. His home has a one-car garage and a one-car parking pad in front of it. He inquired about expanding his parking pad to a two-car pad, for the purpose of parking a 33-foot camper in the driveway in the front yard of the property. Given the modest size of the lots in this area, the camper would extend nearly to the sidewalk, and would be within a few feet of the side wall of the adjacent home. The adjacent owner would have the near constant presence of a large box shaped item in the neighbor's front yard, only a few feet from their home, and blocking their view down the street from their home. This has the potential to affect the reasonable use and enjoyment of the homes of adjacent property owners. Residential properties in urban environments are small, often with small or no setbacks from adjacent properties. Should the neighbor desire to sell their home at some point, this condition would be a deal killer to many potential buyers. Adding the paving would not provide needed additional off-street parking for a second vehicle regularly used by residents of the property but would be used for long term storage. It is illogical to regulate the location and size of accessory buildings such as sheds, but not recreational vehicles, which would be stored in most cases 50 out of 52 weeks per year, and often are far larger than most sheds. This proposal is justified in one of the intended purposes of the Land Management Code, Article 1, Section B.

It is presumed that adoption of this provision will result in smaller or difficultly-shaped properties being unable to be used for storage of recreational vehicles.



Article 4, Section D.3, new subsection d. (Residential Districts section, page 4-15)

**d. Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft.**

See Subsection K.20.

Article 4, Section E.3, new subsection d. (Mixed-Use Districts section, page 4-29)

**d. Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft.**

See Subsection K.20.

Article 4, Section F.3, (Commercial Districts section, page 4-39)

**3. Parking Requirements.**

As applicable under Section O of this Article. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section H.3, (Industrial Districts section, page 4-46)

**3. Parking Requirements.**

As applicable under Section O of this Article. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.1.g, (PUD Overlay Districts section, page 4-64)

**g. Off-Street Parking.**

See Section O of this Article for parking requirements for all uses in the PUD Districts. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.2.h, (Conversion Overlay Districts section, page 4-70)

**h. Off-Street Parking.**

Off-street parking shall be as required under Section O, except that during review of the site plan, the Planning Commission may permit variation from the number of spaces required, provided such variation relates to the shared use of the parking spaces and is consistent with the approved conversion district concept plan and the special design requirements of this district. See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

Article 4, Section J.3.h, (Local Conversion Overlay Districts section, page 4-74)

**h. Lot Area Requirements and Off-Street Parking.**

(1) And (2) omitted as unchanged.

(3) See Subsection K.20 regarding storage of motor homes, camping trailers, boats and personal watercraft when accessory to a dwelling.

**20. Parking and Storage of Motor Homes, Camping Trailers, Boats, Personal Watercraft and Similar Vehicles on Residentially Zoned Properties and Other Properties Used for Residential Purposes.**

Parking typically provided on residential properties is in volumes sufficient for the transient use of personal vehicles owned and maintained for use in the normal course of a resident's daily activities. Given the dense nature of development found in cities, the storage of recreational vehicles on many lots can influence the parking of personal vehicles, forcing vehicles to be parked in the street, which is not in the public interest when off-street parking is available. It can also impact the reasonable use, enjoyment and marketability of adjoining properties.

Therefore, unless stored or parked within a completely enclosed building, the parking and storage of motor homes, camping trailers, boats and similar vehicles in all zoning districts in the City shall comply with the following:

- a. Two off-street parking spaces shall be provided and available for each dwelling unit on the property. If this requirement is not met, storage of such recreational vehicles is prohibited.
- b. The vehicle(s) shall be the personal property of a resident of a dwelling on the property, displaying current registration and license plates, and maintained sufficiently to be removed and driven or (if a trailer) towed on the streets in accordance with Maryland law.
- c. The vehicle(s) shall be stored on a stable surface consisting of gravel, asphalt, concrete, pavers or similar surface at least two inches in thickness and at least as wide and as long as the vehicle.
- d. For vehicles over six feet in height, the vehicle shall comply with the same setback requirements as is required for an accessory structure. However, the prohibition in the ordinance regarding accessory buildings in the front yard shall not be applied to such vehicles and it (or they) may be parked in front of a dwelling, provided that when the vehicle is over six feet in height, the vehicle complies with the required front yard principal structure setback required for the property.
- e. The vehicle is not used on-site for camping or dwelling purposes.

The Board of Zoning Appeals shall not grant a variance to any provision of this subsection.



## **LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL**

<b>Number:</b> 2024-09	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 2	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Fix loopholes in the provisions that require storage of vehicles to be screened from view, and require new auto service businesses to comply with the development requirements for auto sales facilities in order to protect the public interest and the interests of adjacent property owners from the effects of small sites used in too dense of a manner.		
<b>Justification:</b> There are circumstances where the regulations do not apply in some cases but do in others, and we are finding that there is new interest in car repair businesses in formerly vacated sites. Car repair facilities that are mismanaged can be as disruptive to surrounding areas as car sales.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

### Article 4 (Zoning), Section Z.2 (Land Use Chart):

	CL	CG	CR	I-MU	IR	IG	PUD-R
Automotive Repair & Maintenance (8111) <b>subject to performance standards found in Subsection F.2.b(8)</b>	SE	P	P		P	P	P
Automotive Repair and Maintenance (8111) in buildings constructed prior to 2010 with outdoor storage and service areas screened with opaque fencing and landscaping in accordance with Article 5.				P			
Automobile and truck, <b>boat and recreational vehicle sales and rental facilities</b> , subject to performance standards found in Subsection F.2.b(8) (4411 & 4412), including motor vehicle rental or leasing when a principal use. Storage of for-sale inventory and rental fleets shall be calculated separate from requirements for customer and employee parking.	P	P	P				
Motor Vehicle <b>Towing</b> , Impound and Storage Lots, <b>including those storage lots accessory to mini-warehouse storage facilities for storing recreational vehicles, boats, etc.,</b> provided that a six-foot opaque fence encloses the storage yard and landscaped buffers are provided as required by Article 5, Subsection I.4.j <b>when adjacent to residential, commercial or mixed-use zoning districts. from all property lines, regardless of adjacent zoning or land use, and street rights of way.</b>					P	P	

In Subsection (b) below, an applicant needs to address current parking requirements, however there is no “poison pill” in this proposal that would prevent an applicant from applying for a variance from the Board of Zoning Appeals. Prior use is not a standard in the BZA criteria, so it still may be difficult to obtain, but an applicant will not be procedurally precluded from pursuing a variance.

### Article 4 (Zoning), Section F (Commercial Districts), Subsection 2.b(8):

- (8). An automobile, **recreational vehicle, boat** and/or truck sales and/or rental facility **or an automotive repair and maintenance business** proposed for locations which have not most recently been occupied as ~~a motor vehicle sales facility~~ **by the same use** within the past five years, and for

existing ~~motor vehicle sales~~ facilities which are expanding or adding additional uses to the site shall:

- (a). Provide landscaped buffers for all parking and inventory display or storage areas in accordance with the requirements of Article 5 of this Code, both in required minimum buffer widths and required landscape plantings; and
- (b). Provide sufficient employee and customer parking **in accordance with Section O**, and install signage identifying parking for customers and employees, and provide adequate on-site traffic circulation for safe and orderly egress from and ingress to the site; and
- (c). All on-premise business identification signs shall be professionally designed and constructed for long-term use; and
- (d). The developer shall submit a site plan for review and approval in accordance with the provisions of Article 5. The type of site plan shall be consistent with the requirements of that Article based on the amount of land disturbance that is proposed. The Planning Commission may reduce or waive provisions of the landscaping and design requirements based on unique site conditions, practical difficulties, or presentation of an alternate plan that achieves the intent of the Ordinance requirements. Such use shall not commence until the site plan is approved and the improvements are completed. Vehicles will not be stored or displayed in buffer areas.
- (e). Automobile sales shall be permitted in the CL Zoning District only when all for sale inventory and all vehicles on site for repair or preparation for sale shall be stored inside of fully enclosed buildings at all times. At no time will for-sale inventory, vehicles awaiting preparation for sale, or on-site for service be stored outdoors. Nothing in this provision shall be interpreted to permit warehousing of automobiles as a principal use. Automobile and/or truck rental, and the sale of recreational vehicles and/or boats shall not be permitted in the CL District.

Article 5 (Subdivision and Land Development Ordinance) Subsection I (Site Plan Standards), Subsection 6.b.(7) (Vehicle Storage):

- (7). *Vehicle Storage.* For businesses that involve the temporary **or long term** storage of ~~unregistered or damaged~~ vehicles, an area shall be designated for such storage and **opaquely** screened from surrounding properties **and adjacent street rights of way** in a manner acceptable to the Planning Commission. This provision shall not apply to the storage and display of for-sale or rent motor vehicles. **However, this provision shall also apply to all types of vehicles and boats stored at a mini-warehouse facility in those Districts in which that use is permitted in Subsection Z of Article 4.**

The applicability chart following this provision does not change.



## LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-10	Is this a new issue or one previously discussed?	Previous
Version: 1	Is this new text proposed since last discussion in need of initial review?	No
	Is this revised text in need of confirmation that it conforms to prior editorial direction?	No
<b>Summary:</b> Require parking for outdoor seating over that which is a minor accessory. Explain how parking requirements are to be administered.		
<b>Justification:</b> Historically, the City has not required outdoor seating areas to be included in parking calculations. This is based on the presumption that it is subject to the unpredictability of the weather, and seasonal climate inhospitality. However, a venue that has a disproportionate amount of outdoor seating to that provided in a building has the potential to create negative parking impacts on surrounding areas. This provision will require outdoor seating for restaurants to be included in parking calculations if the seating provided exceeds a minor portion of that provided indoors. Also, a provision is provided here explaining how parking requirements are administered for permitted uses, uses where parking is required, and whether variances are permitted.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 4, Section O.4 (page 4-105.)

### 4. Required Number of Parking Spaces.

Use	Required Spaces
Restaurants, taverns, lounges, night clubs, meeting room/banquet hall	One space per 50 square feet customer floor space. <b>When the floor area of outdoor seating exceeds 25% of the floor area of the seating area in the interior of a building or buildings, the floor area of all outdoor seating areas shall be included in calculating parking requirements for the use.</b> [NOTE: see separate requirements for walk up or drive in restaurants]

Article 4, Section O.1 (page 4-103.)

### O. Off-Street Parking Requirements.

#### 1. Purpose and Applicability.

##### a. Requirement, and Exceptions- **and Application.**

(1) through (4) – Omitted as unchanged.

(5) These standards shall be administered as follows:

- (a) Compliance with current parking standards is not required when the use of a building or property changes to another use permitted by right in the zoning district within which it is located, unless specifically stated otherwise in this Article, and no site plan is in effect for the existing development of the property. When the property has been developed in accordance with a site plan, the new use shall comply with current standards unless a variance is sought and obtained from the Board of Zoning Appeals.

- (b) Compliance with parking standards is required for any new special exception use. However unless otherwise stated, there is no prohibition that prevents the Board of Zoning Appeals considering and approving variances in conjunction with a special exception application. Considering parking variances associated with a special exception shall be done in accordance with the criteria used to consider requests for variances.
- (c) Uses described in the use charts found in Section Z that include a requirement to comply with the parking standards shall mean that the Board of Zoning Appeals is precluded from considering applications for variances to reduce that parking requirement. Full compliance with current parking standards of Section O is required for the use to be permitted.



## **LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL**

<b>Number:</b> 2024-11	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> ± 2	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Permit existing non-residential buildings in the CG district to be converted to mixed use to include residential uses and eliminate the cap on the acreage of a property for construction of new mixed-use buildings. <b>NOTE: Reflects adjustments made at the direction of the Mayor and City Council as the result of testimony provided during the public comment period.</b>		
<b>Justification:</b> There is a serious housing shortage in the region and state, and innovative methods are needed to encourage the construction of a variety of forms of new housing. Also, an urban environment is “ground zero” for mixing uses, and as an urban jurisdiction, the City should play a leadership role in mixed-use development. To ensure buildings and sites are appropriate for such development or redevelopment successfully, parking must be provided in accordance with current requirements and a minimum number of new dwellings must be created. The minimum number of units create is necessary in order to avoid isolated apartments with isolated residents in commercial areas and to provide meaningful impact in the effort to increase the housing inventory in the City.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

### **Article 4, Section Z.1 - Use Chart for Agricultural and Residential Zoning Districts (begins page 4-151)**

<b>Use</b>	<b>CG</b>	<b>CR</b>
Mixed use building(s) ( <del>new construction</del> ) of commercial and residential units, <del>on a lot or parcel of 15 acres or less existing as of April 23, 2020,</del> subject to criteria in Section F.2.b(9), and performance standards as found in Article 5, Section I.11. <b>Existing buildings converted or added to for the purpose of introducing mixed-use shall provide parking for the entire building in accordance with Section O and all new buildings and retrofitted existing buildings shall create a minimum of at least six new dwelling units.</b>	P	P

### **Article 4, Section F.2.b(9) (page 4-36):**

- (9). Performance Standards for Mixed Use Buildings in the CG and CR Zoning Districts:
- (a). ~~The land on which a mixed use building (or buildings) is proposed shall not exceed 15 acres in area, including all lands within the legal description of the property, as it existed April 24, 2020.~~
  - (b). Commercial uses shall be located on all at-grade floors, however no dwelling shall be located on a floor below a non-residential use. **At least 65% of the at-grade floor area shall be used for non-residential uses serving the general population as enumerated in the following subsection (b). Up to 35% of this floor area may be designed and used for amenities for the exclusive use of the residents of the building(s) and their guests.**

The above was adjusted as directed by the Mayor and City Council after receiving input during the public input process.

All remaining subsections remain unchanged, but will be renumbered, with current (b). becoming (a)., etc. to compensate for the removal of existing subsection (a).

Article 5, Section I.11 (page 5-65):

11. Design Standards for Mixed Use Buildings in the CG and CR Zoning Districts.

The improvements shall be designed so that:

Subsections a and b are omitted as unchanged.

- c. ~~A minimum of two hundred (200) square feet of open space and/or balcony area shall be provided per unit. This shall be in addition to whatever normal open use areas that would have otherwise been designed for the building's ground level commercial uses. This open space may be a mixture of green space and amenity-providing hardscape areas subject to the Planning Commission's determination that the proposed design meets the intent of this Subsection to provide outdoor living area and recreational opportunities for residents of the building(s).~~

A minimum of 200 square feet per unit of usable outdoor open space and indoor amenities shall be provided, including but not limited to such features as balconies, patios, indoor or outdoor swimming pools, exercise and party rooms and other alternatives that the Planning Commission accepts as meeting the intent of this Subsection. Open space may be a combination of usable green areas and amenity-providing hardscaped areas and approved amenities, the purpose being to provide indoor and outdoor living area and social and recreational amenities for the residents.

The above is adjusted as directed by the Mayor and City Council per public comment received.

Subsection d is omitted as unchanged.

- e. Building standards are as follows:

- (1) The vertical plane of the building facade shall be broken up with a high level of articulation (e.g., projecting entry or window features, recessed elements, transparent storefronts, identifiable ~~retail~~ commercial spaces, and awning entrance canopies). The ground level facade for a multi-level structure should have a distinct appearance from the facade or the floor levels above. ~~The entirety of the at-grade floor area is not required to present commercial storefronts since some uses that are permitted herein, such as professional offices, may not necessarily require a commercial storefront type entrance. However, at-grade levels shall not be used for dwellings and shall present a commercial appearance that includes direct-access commercial facades as part of the design.~~

Sub-section e.(2) through e.(6) and sub-section f omitted as unchanged.



## ***LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL***

<b>Number:</b> 2024-12	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 2	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Add 3 permitted uses in the CR District, including carpet and upholstery cleaning services, specialty trade contractors with interior storage, and light manufacturing when interior is 25,000 sqft or less as a special exception use. Add flex uses to the CR District.		
<b>Justification:</b> These three uses are permitted in the County's HI District, a comparable zoning district to the City's CR. Future annexation requests would not have non-conforming uses or zoning inconsistencies.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

This proposal combines two very related proposals that were in your initial package of proposals.

Article 4, Section Z.2 - Use Chart for Mixed Use and Non-Residential Districts (begins page 4-169)

Use	CR
Carpet and upholstery cleaning services (56174).	<b>P</b>
Specialty Trade Contractors (238)	<b>P</b>
Specialty Trade Contractors (238), with storage and preparation <b>confined</b> to interior of building.	<b>P</b>
Manufacturing, Light, when interior space is 25,000 square feet or less in gross floor area.	<b>SE</b>
Warehouse/Flex space, provided warehouse space does not exceed more than 50% of the total gross floor area of the building. [Ed. Note: See performance standards for this use in Section F.2.b.(11) when in <b>the CR and POM Districts</b> . If space includes light manufacturing in a POM District, a special exception is required.]	<b>P</b>

Article 4, Section F.2.b(11) (page 4-38) (Duplicate of language regarding flex space in another proposal)

(11) Performance Standards for Warehouse/Flex in the **CR and POM Districts**:

- (a) Buildings shall be occupied by professional, scientific or technical service enterprises and/or light manufacturing enterprises (a special exception shall be required for light manufacturing)
- b) Total floor area of a single building shall not exceed 50,000 square feet, however a property may contain more than one such building if designed within a business park setting;
- (c) Warehouse space may occupy up to 90 percent of an occupant's floor area within a building if the property is accessed directly from a major collector or arterial roadway or accesses such roadways through commercially or industrially zoned land; and
- (d) If the property does not have direct access to a major collector or arterial roadway or does not access such roadways through commercially or industrially zoned land, warehouse space shall not exceed 50 percent of the occupant's floor area.

## ***LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL***

<b>Number:</b> 2024-13	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 1	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Remove triplexes and quadplexes as a permitted use in the RMED District.		
<b>Justification:</b> The County's comparable zoning districts to the City's RMED does not allow triplexes and quadplexes. This text amendment would remove zoning inconsistencies that may be an issue with future annexation requests.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 4, Section Z.1 - Use Chart for Agricultural and Residential Zoning Districts (begins page 4-151)  
Deletes quadraplexes and triplexes from the mix of housing uses in the RMED District.

Use	RMED
Dwelling, quadplex, in cluster developments only, subject to minimum lot requirements.	P
Dwelling, triplex, in cluster developments only, subject to minimum lot requirements.	P

## ***LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL***

<b>Number:</b> 2024-14	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 1	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Remove reference to substance abuse from the use chart where it is attached to hospitals		
<b>Justification:</b> Drug detoxification facilities are addressed elsewhere in the use chart due to ordinance amendments in recent years, and removing this reference will eliminate some confusion.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 4, Charts A and B (both charts) (pages 4-153 and 4-158)

Hospitals, including psychiatric, ~~substance abuse~~ and specialty hospitals (622).



## **LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL**

<b>Number:</b> 2024-15	<b>Is this a new issue or one previously discussed?</b>	Previous
<b>Version:</b> 1	<b>Is this new text proposed since last discussion in need of initial review?</b>	No
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Limit the number of alternate living units and group homes in multi-unit buildings.		
<b>Justification:</b> These uses permit, by law, larger groups of people in one dwelling unit than typically found in a family. If someone secures a 12-unit apartment building, for example, and turned each unit into a small group home where up to 9 residents are permitted, there could be over 100 people living in one 12-unit apartment building. (NOTE: This is an extreme example. Building and housing codes would put additional restrictions on occupancy). This provision allows for such units to be included in multi-family areas at a density consistent with or greater than less dense zoning districts, avoiding entire buildings or most of buildings being repurposed for this use.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

Article 4, Charts A and B (both charts) (pages 4-153 and 4-158)

	AT	RMOD	RMED	RH	RO
Alternative living units, small group homes and small halfway houses. <b>When a building contains 3 or more units, small group homes and small halfway houses occupied by 4 to 9 residents, shall be limited to 1 unit within the building.</b>		P	P	P	P
Large group homes and large halfway houses, <b>one per structure.</b>				P*	
Large group homes and large halfway houses, only in pre-1956 apartment buildings <b>one per structure.</b>		P			
Large group homes and large halfway houses, only in mansion house apartment buildings, <b>one per structure.</b>			P		P

The same language would be added to Chart B for 5 uses (a fifth one addressing PUDs). Chart omitted as duplicative to the above.

In this arrangement, since alternative living units are occupied by 3 or fewer people, they are little different than any household, would not be affected by this provision, and permitted in any dwelling. These requirements only begin to apply when you get to small group homes of 4 or more residents and to large group homes.

## ***LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL***

<b>Number:</b> 2024-17	<b>Is this a new issue or one previously discussed?</b>	New
<b>Version:</b> 1	<b>Is this new text proposed since last discussion in need of initial review?</b>	Yes
	<b>Is this revised text in need of confirmation that it conforms to prior editorial direction?</b>	No
<b>Summary:</b> Remove reference to additions to buildings in Conversion overlays having to be located in the space least visible to the general public.		
<b>Justification:</b> This change is suggested for consistency with recent change to the Local Conversion overlay which removed the same provision in that overlay. Removing this limitation eliminates an arbitrary requirement that may not be appropriate in some cases, such as the Potomac Dental stair tower addition on their property on Cypress Street. The tower was most appropriately placed on the front of the building, given the design of the structure and the peculiarities of the lot precluding it from being located elsewhere on the building.		

Existing text to be removed is in ~~strikeout~~. New text to be added is in **red**. Staff direction is in **blue**.

**Article 4, Section J.2.(i)(2) on page 4-71**

- (2). Additions shall be designed consistent with the architectural theme of the structure ~~and shall be located in the space least visible to the general public.~~

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

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**Topic:**

Approval of an Ordinance: Chapter 224, Tax Sale Repurpose Program Amendments

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_to\_Approve\_-\_Chapter\_224.pdf

**Description**

Approval of an Ordinance:  
Chapter 224, Tax Sale  
Repurpose Program  
Amendments

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** **Approval of an Ordinance:** Amending City Code by repealing Chapter 224, Tax Sale Property Repurpose Program, and re-enacting Chapter 224 with amendments.

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

**MOTION:** I hereby move for the Mayor and City Council to approve an Ordinance to amend the Code of the City of Hagerstown by repealing Chapter 224, Tax Sale Property Repurpose Program, and re-enacting Chapter 224 with amendments. Specifically, the amendments will:

1. Expand nonprofit organization definition and add clarifying definitions;
2. Establish process on withholding properties from tax sale administered by Washington County Treasurer;
3. Clarify end user selection process;
4. Codify good standing for end user eligibility;
5. Exempt properties from zoning nonconformity timelines during City ownership.

DATE OF INTRODUCTION:	2/25/2025
DATE OF PASSAGE:	3/25/2025
EFFECTIVE DATE:	4/25/2025



**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE  
OF THE CITY OF HAGERSTOWN, BY  
REVOKING AND REENATING  
CHAPTER 224 THEREOF, ENTITLED  
*TAX SALE PROPERTY REPURPOSE PROGRAM***

**RECITALS**

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to facilitate revitalization of buildings within the City; and

WHEREAS, the Mayor and Council have a responsibility to facilitate the repurposing and revitalization of vacant and abandoned properties located within the City; and

WHEREAS, the Mayor and Council recognize that productive and safe properties play a significant role in the economic prosperity of the City and its residents; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the City's residents by targeting properties that are vacant, unsafe, and unfit for habitation or a vacant lot and removing obstacles preventing those properties from being productive; and

WHEREAS, on or about February 28, 2020, the Mayor and Council enacted a new Code Chapter, namely Chapter 224 *Tax Sale Property Repurpose Program*; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the citizenry to revise said Chapter 224 as set forth on the attached Chapter 224.

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by revoking in its entirety Chapter 224 Tax Sale Property Repurpose Program, and re-enacting it, to read as follows:

(See Attached)

3. Except as otherwise expressly provided, the repeal and reenactment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under the prior version of this Ordinance.



4. This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:
  - (1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and
  - (2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.
5. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Ordinance.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY  
OF HAGERSTOWN, MARYLAND

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Donna K. Spickler  
City Clerk

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William McIntire  
Mayor

Date of Introduction: 02/25/2025  
Date of Passage: 03/25/2025  
Effective Date: 04/25/2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

## **Chapter 224. Tax Sale Property Repurpose Program**

### **224-1. Purpose.**

The purpose of this chapter is to facilitate the repurposing and revitalization of vacant and abandoned properties located within the City of Hagerstown and subject to tax sale. This program will identify properties as vacant, unsafe, and unfit for habitation or as a vacant lot to be withheld from tax sales pursuant to Section 14-811(c) of the Tax - Property Article of the Annotated Code of Maryland.

### **224-2. Definitions.**

As used in this chapter, the following terms shall have the meanings indicated:

#### **COMMITTEE**

A group of City employees appointed by the City Administrator with experience in economic development, community development, construction permits, vacant licensing, grant funding, and other experience relevant to the repurposing and revitalization of vacant and abandoned properties, as determined by the City Administrator.

#### **END USER**

The individual, individuals, or entity that is a party to a contract of sale (contingent upon City acquisition of subject property) for a specific property and to whom, pursuant to the terms and conditions of the contract of sale, the City intends to convey that specific property if and when the City obtains clear title through the tax sale foreclosure process.

#### **QUALIFIED NONPROFIT ORGANIZATION**

A state-level designated nonprofit organization with a mission or purpose that provides affordable housing options.

#### **POLICY**

Established criteria and guidelines for the qualified nonprofit organizations and other end users and ranking matrix for potential end users of a City acquired tax sale property as outlined in this Chapter.

### **224-3. Committee Policy**

The Committee shall be authorized to establish a Policy for this program.

### **224-4. Program eligibility for subject properties.**

A property shall be eligible for the subject program when it meets the following criteria:

- A. Subject property must be a vacant structure, a vacant blighted structure, or an abandoned structure as defined by the City Code.
- B. Subject property is tax delinquent and has been included in the Washington County tax sale process for at least two tax sale cycles with no transfer of ownership.

- C. Subject property is not in the process of foreclosure or at risk of foreclosure by a lien holder or tax sale certificate holder.

**224-5. Tax sale withholding and foreclosure process.**

- A. The Committee shall select the properties to withheld from the next annual tax sale administered by the Washington County Treasurer.
- B. The Committee will recommend the selected properties to the Mayor & City Council (M&CC) for certification to be withheld from the next tax sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland.
- C. The Committee will present any certified properties to the Washington County Board of County Commissioners (Commissioners) and request the Commissioners certify the properties to be withheld from the next tax sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland. The Committee will seek the Commissioners’ approval to waive all Washington County Taxes due on the certified properties.
- D. The Committee will deliver to the Washington County Treasurer (Treasurer) a list of properties that have been certified by both M&CC and Commissioners, requesting those properties be withheld from the next Tax Sale administered by the Treasurer.

After the Tax Sale, the City shall acquire the tax certificates from the Treasurer and pursue foreclosure of the right of redemption for each property.

- E. The City reserves the right to pursue delinquency judgments against any and all who are responsible for any delinquent taxes.

**224-6. Categorization of subject properties.**

The Committee will categorize eligible properties for repurposing as:

- A. Vacant and Undevelopable: vacant (i.e. unimproved) parcel not suitable for building construction or development per the City Code;
- B. Vacant and Developable: vacant (i.e. unimproved) parcel suitable for building construction or development;
- C. Structure in Need of Rehabilitation: parcel with vacant structure suitable for rehabilitation; or
- D. Structure Requiring Demolition: parcel with vacant structure not suitable for rehabilitation and so requiring demolition.



**224-7. Vacant and undevelopable property end user selection process.**

- A. The City will seek interest from owners of contiguous properties offering a potential transfer of the property for the sale price of \$1.
- B. Notification to contiguous property owners will be made via certified letters mailed to the address listed on the State Department of Assessments and Taxation (SDAT) website. The mailing will include a property acquisition interest form for potential end users to complete.
- C. Interested property owners must complete the form and return it to the City Clerk within 30 days from the date of the letter.
- D. If multiple offers are received, the Committee will review and rank project proposals based on criteria set forth in the policy.
- E. The Committee will recommend the highest-ranking interested property owner to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the interested property owner.
- F. If no interested contiguous owners seek ownership of the subject lot, the City will review the possibility of use for green space, stormwater management, or other options meeting the M&CC strategic goals.

**224-8. End User Selection Process for all other categories.**

- A. The City will demolish the improvements on any property classified as Structure Requiring Demolition prior to transfer of title from the City to an End User.
- B. The City shall solicit interest from Qualified Nonprofit Organizations by listing the property on City website and posting on City's social media platforms.
- C. Interested Qualified Nonprofit Organizations shall submit a completed property acquisition interest form to the City Clerk within 60 days from the date of the letter.
- D. If property acquisition interest forms are received from multiple Qualified Nonprofit Organizations during the 60-day period, the Committee will review and rank project proposals based on criteria set forth in the Policy.
- E. The Committee will recommend the highest-ranking proposal to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the selected Qualified Nonprofit Organization.
- F. If no Qualified Nonprofit Organization seeks ownership of the property, the City will utilize Multiple Listing Service (MLS) to list the property for sale.

- G. Potential purchasers must complete and submit a property acquisition interest form to the City Clerk within fourteen (14) days of their offer in order for their offer to be considered by the Committee.
- H. If multiple offers are received, the Committee will review and rank project proposals based on criteria set forth in the Policy.
- I. The Committee will present the recommended purchaser to the M&CC for approval. If approved by the M&CC, the City will enter into a contract of sale with the selected purchaser.
- J. If no contract for sale is completed within 365 days of the listing date on MLS for structure(s) in need of rehabilitation or vacant and developable land, the Committee will evaluate other options to make the property more marketable or for other purposes meeting the M&CC strategic goals.

**224-9. Voluntary property transfer.**

The M&CC will consider accepting title to a tax delinquent property where its owner desires to voluntarily transfer the parcel to the City, and the property can be transferred without requiring any litigation, including but not limited to foreclosures and quiet title actions.

**224-10. End user eligibility.**

Notwithstanding other eligibility requirements contained within this chapter or within City policy, no individual or entity shall be eligible for participation in this program as an End User if that individual or entity: (1) is the record owner of any tax-delinquent property, (2) is subject to a judgment for delinquent taxes, (3) is otherwise not in good standing with the City of Hagerstown regarding City taxes, City utilities, City loan programs, City licensing programs, (4) is not in Good Standing with the State of Maryland, if applicable, or (5) has been issued a notification of permits required within the last three (3) years for performing construction work without proper construction permits.

**224-11. Nonconformity.**

Nonconformity of a parcel will not expire during City ownership and control. Time for determining the expiration of the nonconforming use shall begin on the day the City transfers title to a third party owner.



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

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**Topic:**

Approval of an Ordinance: Chapter 64, Article III, Property Maintenance Standards, Amending and Adding sections for Pools

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Chapter\_64\_-\_Motion\_to\_Approve\_-\_Pools.pdf

**Description**

Approval of an Ordinance:  
Chapter 64, Article III,  
Property Maintenance  
Standards, Amending and  
Adding sections for Pools

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by adding and amending sections of Chapter 64 *Building Construction*, Article III Thereof, *Property Maintenance Standards*.

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

**MOTION:** I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III by adding or amending sections to Chapter 64 Building Construction, Article III, Property Maintenance Standards, which provides definitions, includes swimming pools as unsafe equipment/system, and codifies unused pools, nuisance unused pools, and abandoned pools giving the City the authority to abate such hazards after established timelines related to swimming pool safety.

DATE OF INTRODUCTION:	2/25/2025
DATE OF PASSAGE:	3/25/2025
EFFECTIVE DATE:	4/25/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,  
CHAPTER 64 THEREOF, *BUILDING CONSTRUCTION*,  
TO UPDATE, ADD OR AMEND PROVISIONS  
OF ARTICLE III,  
*PROPERTY MAINTENANCE STANDARDS***

**RECITALS**

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate swimming pools within the City; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the citizens and visitors of Hagerstown, to establish rights and obligations of owners of swimming pools, and to encourage owner to maintain swimming pools within the community; and

WHEREAS, the Mayor and Council desire to assure compliance with all laws, ordinances, and regulations applicable to swimming pools in the City of Hagerstown, to prevent deterioration of swimming pools in the City, to support property values, and to encourage responsible ownership of swimming pools; and

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

SECTION 1: Chapter 64 of the Code of the City of Hagerstown, Section 64-8. 202, General Definitions be and is hereby amended to add the following definitions:

**ABANDONED SWIMMING POOL.** A Residential Pool on a premises that has been unused for at least two (2) consecutive summer seasons, which season is defined as the months of May through September, or a Residential Pool upon which the contractor has ceased construction for six (6) months or more.

**ONGROUND STORABLE POOL (STORABLE POOL).** As defined in the currently adopted International Swimming Pool and Spa Code.

**PUBLIC SWIMMING POOL (PUBLIC POOL).** As defined in the currently adopted International Swimming Pool and Spa Code.



**RESIDENTIAL SWIMMING POOL (RESIDENTIAL POOL).** As defined in the currently adopted International Swimming Pool and Spa Code.

**SAFETY COVER.** A structure, fabric, or assembly, along with attendant appurtenances and anchoring mechanisms, that is temporarily placed or installed over an entire pool, spa or hot tub and secured in place after all bathers are absent from the water. The cover shall be listed and labeled in accordance with ASTM F1346.

**SWIMMING POOL.** Shall include Residential Pools, Public Pools, and Storable Pools

SECTION 2: Chapter 64 of the Code of the City of Hagerstown, Section 64-8. 108.1.2, Unsafe equipment is hereby amended to read as follows:

**108.1.2 Unsafe equipment/system.** Unsafe equipment or systems includes any boiler, heating equipment, elevator, moving stairway, electrical wiring or device, flammable liquid containers, Swimming Pool, or other equipment on the premises or within the structure which is in such disrepair or condition that such equipment or system is a hazard to life, health, property or safety of the public or occupants of the premises or structure. Any use of equipment or a system constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hard, disaster, damage or abandonment is hereby declared an unsafe use.

SECTION 3: The Code of the City of Hagerstown, Chapter 64-8. Section 303, Swimming Pools, Spas and Hot Tubs be and is hereby amended to read as follows:

**303.1 Swimming pools.** Swimming pools shall be maintained in a clean and sanitary condition, and in good repair.

**303.1.1 Requirements.** Swimming pools shall not be located under power lines. Swimming pools in excess of 24 inches in depth requires a building permit. The installation of swimming pools requiring electricity must utilize a GFCI receptacle located near the swimming pool. Use of an extension cord is prohibited.

**Exception:** Where accepted by the Code of the City of Hagerstown.

**303.2 Enclosures.** Private swimming pools, hot tubs and spas, containing water more than 24 inches (610 mm) in depth shall be completely surrounded by a fence or barrier at least 48 inches (1219 mm) in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches (1372 mm) above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches (152 mm) from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

**303.3. Unused Pools.** Swimming Pools not occupied for a period of thirty (30) days or more shall be made safe by eliminating any hazards and/or equipping the Swimming Pool with a safety cover.

**303.3.1 Nuisance Unused Pools.** An unused swimming pool not drained after sixty (60) days of not being occupied shall be declared a nuisance and subject to abatement by the City or its contractors. All costs associated with the abatement of the nuisance shall be the responsibility of the property owner and shall be billed and collected per City Code.

**303.4 Abandoned Pools.** Abandoned Swimming Pools shall be removed and/or filled to the grade of the adjacent land or surroundings within thirty (30) days of becoming an Abandoned Swimming Pool. Any Abandoned Swimming Pool not removed or filled, as required herein, shall be declared a nuisance and subject to abatement by the City or its contractors. All costs associated with the abatement shall be the responsibility of the property owner and shall be billed and collected per City Code.

**303.5 Effect on penalty, forfeiture, or liability.** Purposes for which Ordinance shall remain in effect.

- A. Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under the prior version of this Ordinance.
- B. This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:
  - (1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and
  - (2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.

SECTION 4: Effective date. This Ordinance shall become effective immediately upon the effective sate of this enacting Ordinance.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

---

Donna K. Spickler  
City Clerk

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William McIntire  
Mayor



Date of Introduction: 2/25/2025  
Date of Passage: 3/25/2025  
Effective Date: 4/25/2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

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

---

**Topic:**

Approval of an Ordinance: Quit Claim for 528 E. Franklin Street

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion - Approval of Ordinance -  
\_528\_E.\_Franklin\_Street\_Quit\_Claim.pdf

**Description**

Motion: Ord 528 E. Franklin  
Street

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** Approval an Ordinance – Quit Claim of an alley Right-of-Way

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

**MOTION:** I hereby move for the approval of an ordinance to quit claim a portion of an unimproved alley right-of-way at the rear of 528 East Franklin Street. The alley was previously quit-claimed in 1973 when the City Council determined that it was no longer needed for a public purpose, but no deed was recorded at that time to convey the right-of-way to this adjoining property.

DATE OF INTRODUCTION: 3/11/2025  
DATE OF APPROVAL: 3/25/2025  
EFFECTIVE DATE: 4/25/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE MAKING A DETERMINATION  
THAT CERTAIN PROPERTY IS NO LONGER  
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING  
CONVEYANCE TO ADJOINING PROPERTY OWNER**

**RECITALS**

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

**WHEREAS**, the City has an interest in an approximately 10 foot wide, unnamed alley located between and running parallel with East Franklin and Liberty Streets, between Alleys 4-62 and 4-66 (hereinafter the "Alley"); and

**WHEREAS**, on July 2, 1973 the Council voted to relinquish all rights to the Alley and give the adjoining property owners permission to obtain quit claim deeds thereto at their expense; and

**WHEREAS**, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the aforesaid Alley is no longer needed for a public purpose; and

**WHEREAS**, Timothy W. Thompson owns property located at 528 East Franklin Street, Hagerstown, Maryland and adjoining the Alley and has requested that the City execute a quit claim deed vesting him with title to the portion of the Alley adjacent to and adjoining his property; and

**WHEREAS**, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, Timothy W. Thompson, as reflected on the attached Quit Claim Deed;

**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED** as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the Alley remains and is no longer needed for a public purpose.
3. That the Mayor be and is hereby authorized to execute and deliver the Quit Claim Deed, a copy of which is attached hereto and incorporated herein by reference, vesting title of a portion of the Alley in and to the adjoining property owner, Timothy W. Thompson. The description and extent of the property so conveyed is as described on Exhibit A attached to said Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED,** that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

---

Donna K. Spickler  
City Clerk

---

William B. McIntire, Mayor

Date of Introduction: March 11, 2025  
Date of Passage: March 25, 2025  
Effective Date: April 25, 2025

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEYS



**WHEN RECORDED RETURN TO:**

Premier Settlements & Title Services LLC  
223 North Prospect St. Suite 208  
Hagerstown, MD 21740

**THIS QUIT CLAIM DEED**, made this \_\_\_\_, day of \_\_\_\_\_ 2025, by and between **CITY OF HAGERSTOWN**, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, party of the first part, Grantor, and **Timothy W. Thompson**, party of the second part, Grantees.

**RECITAL**

**WHEREAS**, the City has an interest to an “unnamed plated right-of-way (proposed Alley) located to the rear” of properties fronting on Libert Street as well as East Franklin Street;

**WHEREAS**, on or about July 1973, during a meeting of the Mayor and Council of the City of Hagerstown, a Motion of Councilman McCauley voted to relinquish all rights to the Alley and give the adjoining property owners permission to obtain quit claim deeds thereto at their expense;

**WHEREAS**, Timothy W. Thompson is the owner of the improved real property located at 528 East Franklin Street, Hagerstown, Maryland by virtue of a deed dated September 20, 1995, and filed among the Land Records of Washington County at Liber 1231, folio 0422.

**WHEREAS**, it has been determined that no Quit Claim Deed has ever been issued to Timothy W. Thompson, whose property adjoins the Alley.

**WHEREAS**, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on March 25, 2025, passed an ordinance declaring the hereinafter described property, not needed for a public purpose and to confirm the 1973 action.

**WHEREAS**, It has been determined that said area in question has never been utilized by the City and no offer of dedication has been ever been accepted to said alley. The Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in and to said alley to the Grantee herein.

**WHEREAS**, Each and every paragraph of this Recital is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof. Each and every paragraph of the remainder of the Quit Claim Deed is included in this Recital and made a part thereof.

**NOW THEREFORE, WITNESSETH**, THAT for no monetary consideration, the said **Grantor**, hereby grant, bargain sell, convey, quit claim any interest, estate or otherwise, in the hereinafter described property and does hereby release, relinquish and convey all right, title and interest they may have in all that lot or parcel of ground situate in Election District 22, Hagerstown, Washington County, Maryland, and being more particularly described as follows:

All that lot or parcel of land, more particularly described on Exhibit “A” entitled “528 E FRANKLIN ST PROPERTY SKETCH” as the cross-hatched area described as “Strip Available to Southern Lot (528 Franklin St E) to Acquire prepared by the City of Hagerstown on January 21, 2025, and designated as Project Number 83-726-02.

**THIS WITHIN NO CONSIDERATION QUIT CLAIM GRANT IS EXEMPT FROM THE IMPOSITION OF TRANSFER AND/OR RECORDATION TAX PURSUANT TO THE PROVISIONS OF THE ANNOTATED CODE OF MARYLAND, Tax-Property Article, Section 12-101(e and f)**

The above described property is conveyed together with, and subject to, and all applicable covenants, conditions, reservations and restrictions, limitation, rights of way, streets, alleys, and easements of record.

**TOGETHER** with the buildings and improvements thereupon erected, made or being and all and every the rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging, or in anywise appertaining.

**TO HAVE AND TO HOLD** the said lots of ground and premises, above described and mentioned, and hereby intended to be conveyed; together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said parties of the second part, **as sole owner**, in fee simple.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and attested by the City Clerk.

**WITNESS AND ATTEST  
AS TO CORPORATE SEAL:**

**CITY OF HAGERSTOWN**

\_\_\_\_\_  
Donna K Spickler  
City Clerk

By: \_\_\_\_\_ (SEAL)  
William B McIntire  
Mayor

**STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:**

**I HEREBY CERTIFY**, That on this \_\_\_\_\_ day of \_\_\_\_\_, **2025**, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B McIntire, who acknowledged himself to be the Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he as such Officer being authorized so to do, executed the foregoing Deed for the purposes therein by signing, in my presence, the name of the City of Hagerstown, by himself as Mayor, and certified that this conveyance is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**I HEREBY CERTIFY**, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

\_\_\_\_\_  
Mary Ann Ferguson

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

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**Topic:**

Introduction of an Ordinance: Chapter 186 Nuisance Abandoned Vehicles

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Chapter\_186\_-\_Intro\_Packet\_3.25.25.pdf

**Description**

Introduction of Ordinance -  
Chapter 186 Nuisance  
Abandoned Vehicles

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

**DATE:**       **March 25, 2025**

**TOPIC:**       **Introduction of an Ordinance:** Add Chapter 186, Nuisance Abandoned Vehicles,  
to the City Code

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

**MOTION:**    I hereby move that the Mayor and City Council introduce an ordinance to add Chapter 186, Nuisance Abandoned Vehicles, to the Code of the City of Hagerstown. This added chapter will:

1. Establish an abatement program to remove abandoned vehicles from properties;
2. Create process to notify property owners and registered vehicle owners of an abandoned vehicle;
3. Establish the ability for an owner to reclaim the vehicle after abatement;
4. Provide exemptions on how to maintain an abandoned vehicle on real property.

DATE OF INTRODUCTION:	03/25/2025
DATE OF PASSAGE:	04/22/2025
EFFECTIVE DATE:	05/23/2025



**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE  
OF THE CITY OF HAGERSTOWN, BY  
ADDING CHAPTER 186 THEREOF, ENTITLED  
*NUISANCE ABANDONED VEHICLES***

**RECITALS**

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to promote the health, safety, and welfare of the citizens of the City;

WHEREAS, the Mayor and Council have a responsibility to reduce blight and promote an aesthetically pleasing atmosphere within the City in order to preserve, protect and improve the aesthetic nature of the community, and to prevent conditions which are detrimental to and cause the diminution of value of properties located within the corporate limits of the City of Hagerstown; and

WHEREAS, the Mayor and Council desire to regulate, restrict, and abate abandoned vehicles on properties within the City of Hagerstown; and

WHEREAS, the Mayor and Council desire to provide the ability for vehicle owners to claim abated abandoned vehicles and permit the sale of abated abandoned vehicles; and

WHEREAS, the Mayor and Council desire to authorize permit issuance to extend the storage of abandoned vehicles for a set period of time; and

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

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by enacting Chapter 230, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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Donna K. Spickler  
City Clerk

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William McIntire  
Mayor

Date of Introduction: 03/25/2025  
Date of Passage: 04/22/2025  
Effective Date: 05/23/2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

## **Chapter 186 - Nuisance Abandoned Vehicles**

### **§186-1 Title**

The chapter shall be known and may be cited as the “City of Hagerstown Vehicle Abatement Ordinance.”

### **§186-2 Purpose**

It is hereby declared and ordained by the Mayor and Council of the City of Hagerstown to be the public policy of the City to preserve, protect, and improve the aesthetic nature of the community and to prevent and prohibit conditions which are detrimental to the property of others or which cause or tend to cause substantial diminution in the value of properties in the City.

### **§186-3 Definitions**

In general, the following words have the meanings indicated below:

#### **ABANDONED VEHICLE**

Any vehicle:

- A. Stored, parked or left on private property in an inoperable condition or without displaying currently valid motor vehicle registration plates where applicable for more than 30 days; or
- B. Which is in either a rusted, wrecked, dismantled, partly dismantled or inoperable condition.

#### **DEPARTMENT**

The Planning and Code Administration Department, or its successor.

#### **ENCLOSED**

Situated within a building or a structure; however, any such building or structure shall be fully enclosed with four complete, solid walls with a roof and shall have been constructed in compliance with all applicable City Code, including but not limited to permitting.

## **INOPERABLE CONDITION**

- A. In a condition where the vehicle is not capable of passing all required tests and inspections imposed by the laws of the State of Maryland for a vehicle to be operated on public roads or highways in the State; or
- B. For a period of 30 days or longer, being partially or totally disassembled by the removal of tires and wheels, the engine, or other essential parts required for safe and lawful operation of the vehicle.

## **OCCUPANT OF REAL PROPERTY**

Any person not an owner having a present possessory interest in said real property.

## **OWNER OF REAL PROPERTY**

Any person who is properly designated on the tax records as the owner of said real property by the Department of Assessments and Taxation.

## **OWNER OF VEHICLE**

The current or last known person to have registered or licensed said vehicle, where applicable, and/or any person so named as the owner, buyer, or purchaser in a bill of sale, or title for said vehicle.

## **PERSON**

Any individual, firm, partnership, corporation, association or entity of any kind.

## **VEHICLE**

A vehicle includes but is not limited to an automobile, truck, bus, van, motorcycle, camper, motor home, and trailer.

## **§186-4 Declaration and abatement of Abandoned Vehicles.**

- A. No person shall maintain, park, store, or leave, or permit the maintaining, parking, storing, or leaving, of any Abandoned Vehicle on private property within the City of Hagerstown. The presence of an Abandoned vehicle on private property in the City of Hagerstown is hereby declared a public nuisance and a danger to the health, safety, and welfare of the public and therefore may be abated in the manner set forth herein.
- B. In the event that an Abandoned Vehicle is found to exist on any property, the following procedure for its abatement shall be followed:
  - a. Any Abandoned Vehicle located on private property and deemed to be an imminent hazard to the life, safety, or health of the public may be removed



by the City of Hagerstown without first providing any prior notice, or option to cure, to the Owner of the Vehicle or the Owner of Real Property and/or Occupant of Real Property upon which it is located.

- b. Except as provided above, written notice shall be sent by registered mail, return receipt requested to the Owner of Real Property and/or Occupant of Real Property upon which an Abandoned Vehicle is located and Owner of Vehicle, requiring the Abandoned Vehicle be licensed, repaired, removed, or enclosed within thirty (30) days of the date of mailing of the notice. A copy of the notice shall be posted on the property which the Abandoned Vehicle is located and on said vehicle.
- c. If the Abandoned Vehicle is not licensed, repaired, removed, or enclosed within the thirty (30) day period, the City shall then have the power and authority to take the Abandoned Vehicle into custody and physically remove it or cause it to be removed to a storage area maintained or designated by the City where the vehicle shall remain for at least 30 days or until it is redeemed and all costs incurred by the City are paid, whichever occurs first. Neither the City and its agents, nor the towing facilities and its agents shall be held liable for any damage to the Abandoned Vehicle or Real Property or theft of the Abandoned Vehicle, any part thereof, or any property within or attached to the Abandoned Vehicle that may occur while taking the Abandoned Vehicle into custody or during the custody period.
- d. Within seven days after an Abandoned Vehicle is taken in custody, including pursuant to subsection a above, the Department shall send notice by registered mail, return receipt requested, to the Owner of the Vehicle and any secured party shown on the records of the State Motor Vehicle Administration. The notice shall also be posted at the real property on which the Abandoned Vehicle was located. The notice shall state:
  - 1. The year, make, model, and vehicle identification number of the Abandoned Vehicle, if known, and give such other or further description as is reasonably necessary to identify it;
  - 2. That the vehicle has been taken into custody;
  - 3. The name and location of the facility where the vehicle is being held;
  - 4. Inform the recipient of their rights to redeem the Abandoned Vehicle within 30 days from the date of the notice, upon payment of all costs, including towing, storage, preservation of the vehicle, and applicable fees or fines; and



5. Inform the recipient that the failure to exercise these rights to within the time provided shall be deemed a waiver of all right, title, and interest in the vehicle and consent to its sale as herein provided.
- C. In the event that the identity or address of the Owner of the Vehicle cannot reasonably be determined or the notice required by subsection d above is returned as undeliverable, the Department shall give notice by posting a notice complying with the provisions of subsection d above in the Circuit Court for Washington County within 15 days of taking the vehicle into custody or within seven days of the return of the prior notice.
  - D. Any and all Owners of the Vehicle and lien holders shall be deemed to have waived all right, title, and interest in the vehicle and consented to the sale or disposal of the vehicle if they fail to redeem the vehicle as provided herein.
  - E. Any Abandoned Vehicle taken into custody and not redeemed as provided herein may be sold by the City at public sale or disposed of by any other reasonable means which the City may elect. The proceeds of any sale of an Abandoned Vehicle shall be first applied to all expenses for taking custody, towing, storing, preserving, selling, transferring, and/or disposing of the vehicle, including all costs of notices and reasonable attorneys fees. Any remaining proceeds of the sale shall be held for 90 days for the Owner of the Vehicle and any entitled secured party, after which the remaining proceeds revert to the general fund of the City.

#### **§186-5 Custody Costs**

In the event that any vehicle is taken into custody pursuant to this Chapter and sold rather than redeemed, costs in excess of sale price incurred in taking custody, towing, storage, preservation and sale, including the cost of all notices, shall be the joint and several liability of the Owner of the Real Property, Owner of the Vehicle, and Occupant of the Real Property, and such expenses shall be a lien on the real property upon which the vehicle was located and collected in the same manner as real estate taxes.

#### **§186-6 Exemptions**

Nothing contained in this Chapter shall apply to the following:

1. Any vehicle which is Enclosed,
2. Any real property or the vehicle on the same, if said real property is in a zoning district to permit, and the real property is legally operated with a current zoning certificate as, an automotive dealership or showroom, junkyard, salvage yard, vehicle storage lot, or vehicle repair business.

3. Any vehicle for which a permit has been issued by the Department pursuant to Section §186-7 of this Chapter.

#### **§186-7 Permits**

The Department, pursuant to an application, may grant permits for possession of an Abandoned Vehicle for a period of up to six (6) months. Permits shall be issued to an Owner or Occupant of Real Property for good cause, such as sale, repair or restoration. The cost of the permit shall be \$75. A permit may only be obtained for one (1) vehicle per property within a five (5) year period. The permit must be displayed upon the vehicle in a conspicuous space. Permits shall not be extended or renewed.

#### **§186-8 Violation.**

Any person on whom a notice to abate has been served in accordance with this Chapter and who refuses or neglects to comply with any of the requirements thereof within the time specified shall be issued a municipal infraction and shall be subject to a fine of \$200 per vehicle. Each day that said person is in violation shall be deemed a separate and additional offense.

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

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**Topic:**

Introduction of an Ordinance: Quit Claim of Alley at Washington County Transit

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_Sheet\_-\_Alley\_1-35\_Quit\_Claim\_-\_Introduction.pdf  
Ordinance\_and\_Quit\_Claim\_-\_Alley\_Right\_of\_Way\_-\_Alley\_1-35.pdf

**Description**

Motion: Alley WC Transit  
Ordinance and Quit Claim

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** Introduction of an Ordinance – Quit Claim of an alley Right-of-Way

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

**MOTION:** I hereby move for the introduction of an ordinance to quit claim a portion of alley #1-35 adjacent to properties occupied by Washington County Transit to allow for future expansion of their facilities. The City Council has determined that this alley is no longer needed for a public purpose.

DATE OF INTRODUCTION: 3/11/2025

DATE OF APPROVAL: 4/29/2025

EFFECTIVE DATE: 5/31/2025

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE MAKING A DETERMINATION  
THAT CERTAIN PROPERTY IS NO LONGER  
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING  
CONVEYANCE TO ADJOINING PROPERTY OWNER**

**RECITALS**

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

**WHEREAS**, the City has an interest in an approximately 12-foot wide alley called Alley 1-35, which runs east-west between Devonshire Road and Nottingham Road (hereinafter the “Alley”); and

**WHEREAS**, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the eastern portion (which contains 2290 square feet, more or less) of the aforesaid Alley is no longer needed for a public purpose; and

**WHEREAS**, the Board of County Commissioners of Washington County, Maryland owns property located at 1000 West Washington Street, Hagerstown, Maryland (which houses the Washington County Transit’s administrative offices and bus maintenance and storage operations) and adjoining the Alley and has requested that the City execute a quit claim deed vesting it with title to the eastern portion of the Alley adjacent to and adjoining its property; and

**WHEREAS**, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

**WHEREAS**, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, the Board of County Commissioners of Washington County, Maryland, as reflected on the attached Quit Claim Deed.

**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED** as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the eastern half of the Alley is no longer needed for a public purpose.
3. That the Mayor be and is hereby authorized to execute and deliver the Quit Claim Deed, a copy of which is attached hereto and incorporated herein by reference, vesting title of a portion of the Alley in and to the adjoining property owner, the Board of County Commissioners



of Washington County, Maryland. The description and extent of the property so conveyed is as described on Exhibit A attached to said Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED,** that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction:      March 25, 2025  
Date of Passage:          April 29, 2025  
Effective Date:            May 31, 2025

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEYS

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE MAKING A DETERMINATION  
THAT CERTAIN PROPERTY IS NO LONGER  
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING  
CONVEYANCE TO ADJOINING PROPERTY OWNER**

**RECITALS**

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

**WHEREAS**, the City has an interest in an approximately 12-foot wide alley called Alley 1-35, which runs east-west between Devonshire Road and Nottingham Road (hereinafter the "Alley"); and

**WHEREAS**, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that the eastern portion (which contains 2290 square feet, more or less) of the aforesaid Alley is no longer needed for a public purpose; and

**WHEREAS**, the Board of County Commissioners of Washington County, Maryland owns property located at 1000 West Washington Street, Hagerstown, Maryland (which houses the Washington County Transit's administrative offices and bus maintenance and storage operations) and adjoining the Alley and has requested that the City execute a quit claim deed vesting it with title to the eastern portion of the Alley adjacent to and adjoining its property; and

**WHEREAS**, the introduction of this Ordinance shall constitute the twenty (20)-day notice of the proposed transfer as required by law; and

**WHEREAS**, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, the Board of County Commissioners of Washington County, Maryland, as reflected on the attached Quit Claim Deed.

**NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED** as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that the eastern half of the Alley is no longer needed for a public purpose.
3. That the Mayor be and is hereby authorized to execute and deliver the Quit Claim Deed, a copy of which is attached hereto and incorporated herein by reference, vesting title of a portion of the Alley in and to the adjoining property owner, the Board of County Commissioners

of Washington County, Maryland. The description and extent of the property so conveyed is as described on Exhibit A attached to said Quit Claim Deed.

4. That the Mayor be and is hereby authorized to execute additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED**, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

---

Donna K. Spickler  
City Clerk

---

William B. McIntire, Mayor

Date of Introduction:  
Date of Passage:  
Effective Date:

March 25, 2025  
April 29, 2025  
May 31, 2025

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEYS

NO TITLE EXAM

**THIS QUIT CLAIM DEED**, made this \_\_\_\_, day of \_\_\_\_\_ 2025, by and between **CITY OF HAGERSTOWN**, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, party of the first part, Grantor, and the **Board of County Commissioners of Washington County, Maryland**, party of the second part, Grantee.

#### RECITALS

The **GRANTOR** has an interest in an approximately 12 foot wide alley which runs east-west between Devonshire Road and Nottingham Road, in the City of Hagerstown, Maryland, commonly known and designated as Alley 1-35.

The Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, and pursuant to Section 5-204 of the Local Government Article of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the eastern portion of said Alley 1-35, as hereinafter described and shown, is no longer needed for a public purpose.

**WHEREAS**, the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body on April 29, 2025 passed an ordinance declaring the hereinafter described property is not needed for a public purpose.

**WHEREAS**, The Mayor and Council of the City of Hagerstown have determined to Quit Claim any interest that it may have in the eastern portion to said alley to the Grantee herein.

The purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to the Board of County Commissioners of Washington County, Maryland.

**WHEREAS**, Each and every paragraph of this Recital is incorporated in the remainder of this Quit Claim Deed and constitutes a part thereof.

#### WITNESSETH:

NOW, THEREFORE, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to **GRANTEE**, all the right, title, interest, estate, claims, and demands, both at law and in equity of the **GRANTOR** in and to the hereinafter described portion of the bed of Alley 1-35, situate and lying in Election District 25, City of Hagerstown, Washington County, Maryland, with a legal description prepared by Frederick Seibert & Associates, Inc., attached hereto as Exhibit A, and incorporated by reference.

The above-described parcel is hereby conveyed subject to and together with any and all conditions, restrictions, limitations, easements and rights of way of record applicable thereto. The City specifically reserves unto itself a perpetual and permanent easement over all of said

quitclaimed property for access to the electric and communication system including all trenches, conduits, cables, poles, guy wires & anchors, and other facilities over, under, and upon said property, for the purpose of constructing, inspecting, maintaining, repairing, altering, replacing, operating and/or removing said utility lines, with the further right to install, maintain, operate and replace its facilities without responsibility for any damages caused thereby to trees, bushes and undergrowth, and other obstructions interfering with the safe and proper operation and maintenance thereof. This easement is for the benefit of the City and shall be covenant running with said lands and binding upon the Board of County Commissioners of Washington County, Maryland, its heirs, successors and assigns.

This deed has been prepared without the benefit of a title examination. All parties affirm their understanding that only a title examination will disclose the status of title, including but not limited to, the quality and quantity of title; the possibility of other persons having an interest in the property conveyed by this deed, as well as any other matters disclosed by an examination of title. Notwithstanding this disclosure and having been fully informed of the cost of accomplishing an examination of title, they elect not to have an examination of this title and release the scrivener of this deed from all and any loss, claim, damages and/or liability resulting from a condition of title which might have been disclosed by a title examination of the property conveyed by this deed.

**AFFIDAVIT OF TOTAL PAYMENT TO GRANTOR(S)**

Pursuant to the Annotated Code of Maryland, Tax General Article Section 10-912, the herein Grantor(s) hereby state under the penalties of perjury that:

- (1) It is a Resident Entity of the State of Maryland;
- (2) The purchase price of the herein described property is \$0.00, as recited herein;

The above property is conveyed subject to and together with all the conditions, restrictions, easements, and rights of way of record applicable thereto.

**IN WITNESS WHEREOF**, the Grantor has caused this instrument to be executed by its duly authorized representative, and its corporate seal to be hereunto duly affixed and attested by the City Clerk.

**WITNESS AND ATTEST  
AS TO CORPORATE SEAL:**

**CITY OF HAGERSTOWN**

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

By: \_\_\_\_\_ (SEAL)  
**William B. McIntire**  
**Mayor**



**STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:**

**I HEREBY CERTIFY**, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared William B. McIntire , who acknowledged himself to be the Mayor of the City of Hagerstown, a Maryland Municipal Corporation, and that he as such Officer being authorized so to do, executed the foregoing Quit Claim Deed for the purposes therein by signing, in my presence, the name of the City of Hagerstown, by himself as Mayor, and certified that this conveyance is not part of transaction in which there is a sale, lease exchange or other transfer or all or substantially all of the property and assets of the City of Hagerstown, Maryland.

**AS WITNESS** my hand and Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**I HEREBY CERTIFY**, that the above instrument was prepared by or under the supervision of an attorney admitted to practice of law in the State of Maryland.

\_\_\_\_\_  
Jason Morton

**Mail to:** Board of County Commissioners of Washington County, Maryland  
100 West Washington Street  
Hagerstown, Maryland 21740  
**Attn: Mr. Andrew Eshleman, P.E., Director, Public Works**

Description of lands to be quit claimed by the City of Hagerstown to The County  
Commissioners of Washington County, Maryland

Situate on the north side of West Washington and along the west side of Devonshire Road in Election District No. 25, City of Hagerstown, Washington County, Maryland and being more particularly described in accordance with a survey dated October 2024 by Frederick, Seibert and Associates, Inc. as following;

Beginning at a point at the most northeastern corner of Lot 11, Section F, Wakefield Addition to Hagerstown and recorded at Plat folio 175, said point also being the intersection of the western right-of-way line of Devonshire Road with the southern right-of-way line of a 12 foot public alley, thence running along the northern boundary of Lots 9, 10 and 11 of Wakefield Addition to Hagerstown and along the southern right-of-way line of said 12 foot public alley N 76°52'23" W 192.33 feet to the most northwestern corner of Lot 9, Section F Wakefield Addition to Hagerstown, thence crossing said alley, N 36°37'19" E 13.08 feet to the most southwestern corner of Lot 220, Section C Wakefield Addition as recorded at Plat folio 255, thence running with the northern right-of-way line of said 12 foot public alley S 76°52'23" E 189.43 feet to intersect the western right-of-way line of Devonshire Road, thence across the mouth of said alley and with the western right-of-way line of Devonshire Road, S 24°02'37" W 12.22 feet to the place of beginning;

Containing 2290 square feet of land, more or less;

Said lands being that portion of a 12 foot public alley running along the north side of Lots 9, 10 and 11 of Section F Wakefield Addition to Hagerstown and Washington County Plat folio 175.

FMF/vab.2024-0280 desc

**EXHIBIT A**



Looking west at Alley 1-35 from Devonshire Road

Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.  
30 Nottingham Road, Hagerstown, MD 21740 | 240.751.2437

September 16, 2024

Washington County, Division of Public Works  
C/O Andrew Eshleman, P.E.  
100 West Washington Street  
Hagerstown, MD 21740

Dear Mr. Eshleman,

We would like to confirm receipt of your letter regarding the *Quit Claim Request* for the city owned Alley No. 1-35. Thank you for informing us of this request. We can appreciate and sympathize with Washington County Transit's (WCT) desire to expand their facility. However, we would like to take this opportunity to respectfully oppose WCT's *Quit Claim Request* for the eastern segment of Alley No. 1-35.

The Kingdom Hall of Jehovah's Witnesses, located at 30 Nottingham Road, Hagerstown, MD 21740, is currently in use by three different congregations with a combined total of over 500 members. Our facility is actively shared by these congregations seven days a week. Congregation members use the entire Alley No. 1-35, both the eastern and western segments, to access and exit our facility parking lot at 30 Nottingham Road.

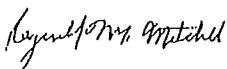
If Washington County Transit were to take over ownership of the eastern segment of Alley No. 1-35 as proposed, this will create an extreme bottleneck issue in the alley and a backup of traffic on Nottingham Road. The alley is only **one-lane** in width. So closing off the eastern segment of the alley would essentially convert the western segment into a dead-end, single-lane alley to be used for a significant amount of **two-way traffic**. You can imagine the negative impact this would have, not only on the congregation members, but also on the surrounding neighbors located on Nottingham Road.

It is for these reasons that we ask that the *Quit Claim Request* not be approved so that access to Alley No. 1-35 is maintained as is. We would appreciate a reply confirming receipt of this letter dated September 16, 2024.

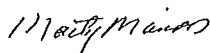
Lastly, we would like to express that the Kingdom Hall of Jehovah's Witnesses has had a presence at this location alongside Washington County Transit for several decades. We truly appreciate their history of being a friendly and cooperative neighbor.

Sincerely,

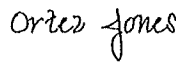
Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.



Reginald Mitchell  
Corporation President



Marty Marion  
Vice President



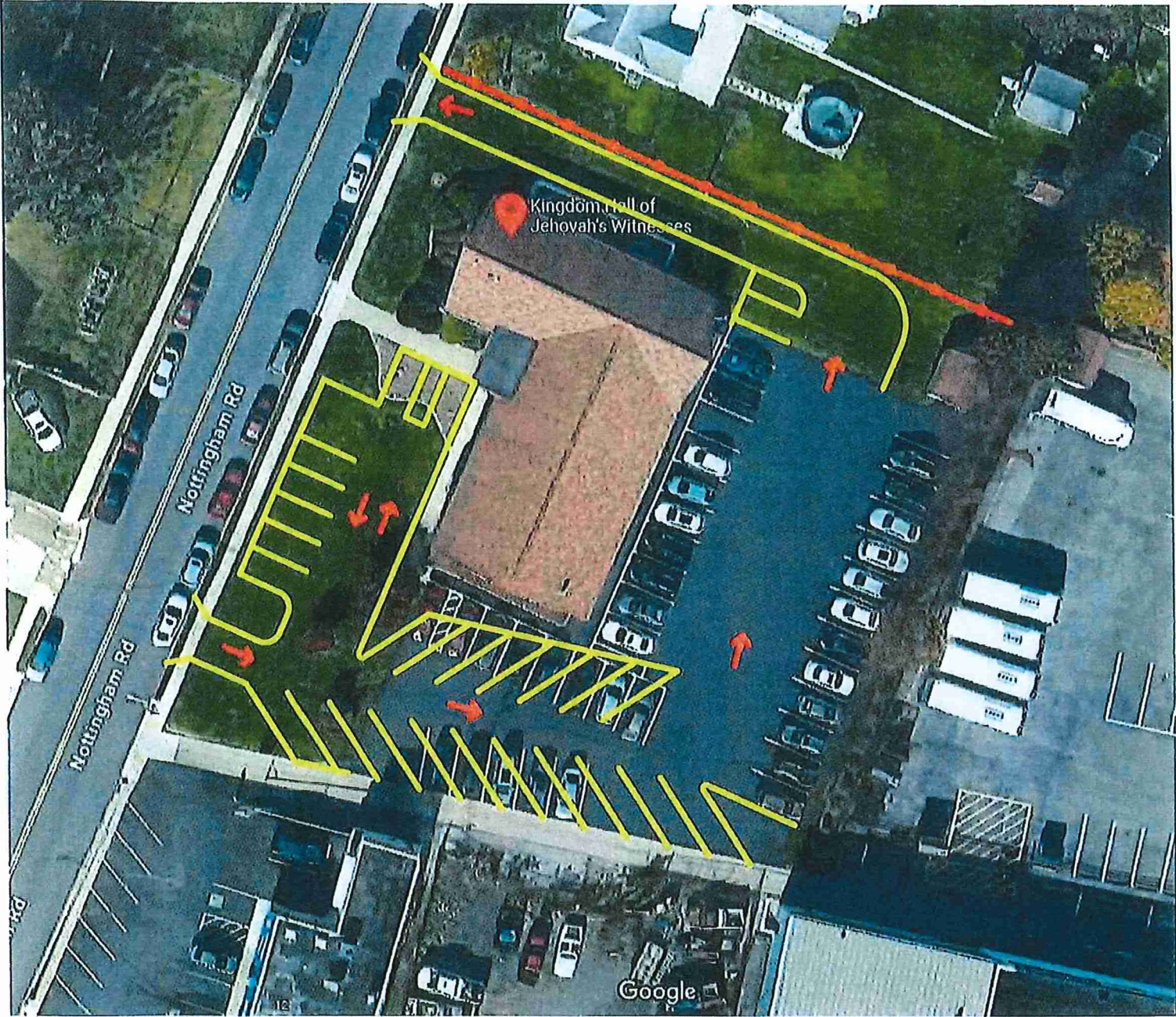
Ortez Jones  
Secretary & Resident Agent



Joseph Beason  
Treasurer

cc: Jim Bender, City Engineer  
Stephen Bockmiller, Development Planner/Zoning Administrator  
Mary Revilla, Planning/Zoning Administrative Coordinator  
Lauren Beason, Congregation Member and Regulatory Contact





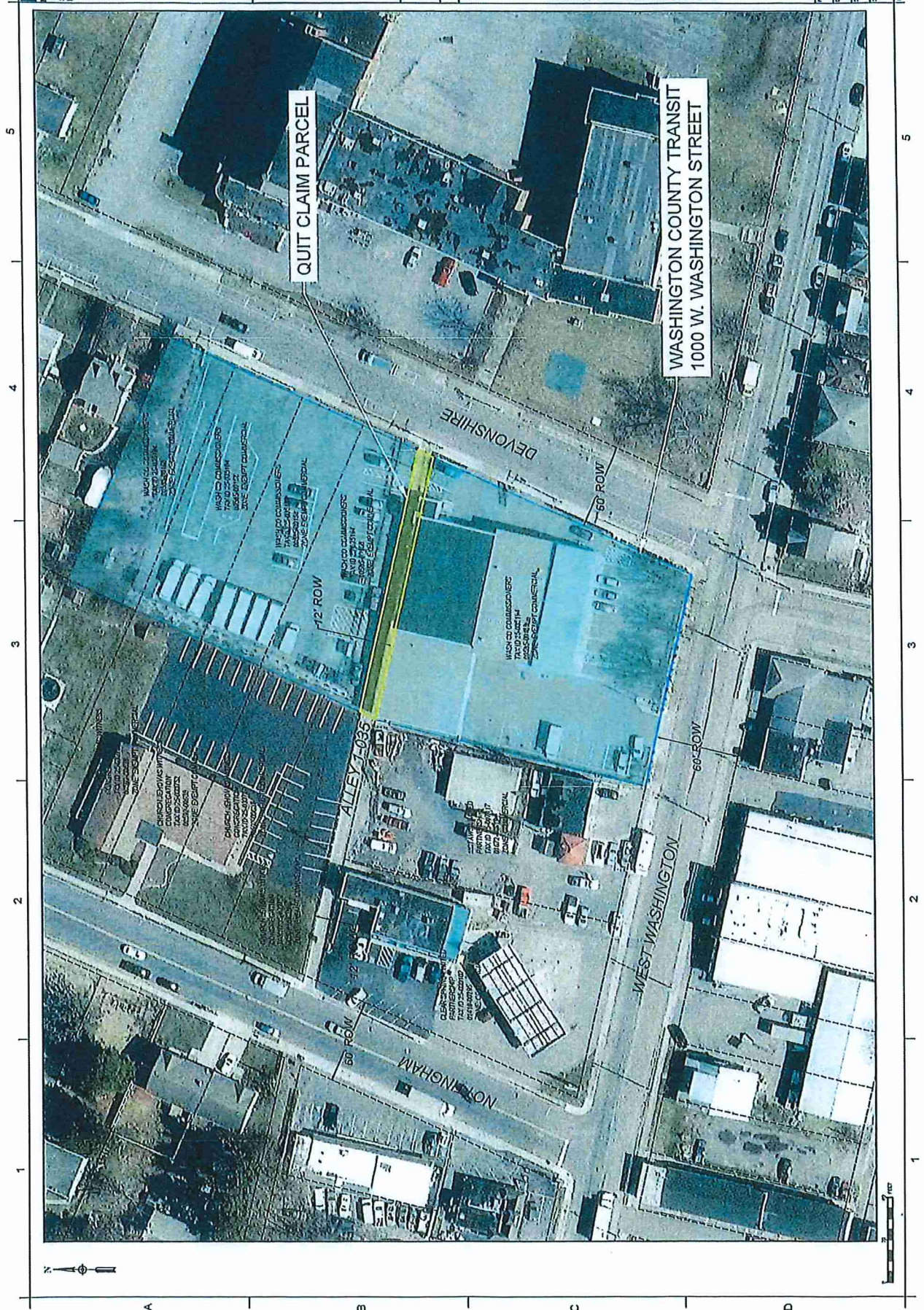


Michael Baker  
INTERNATIONAL  
401 NORTH FRONT STREET  
SUITE 200  
HARRISBURG, PA 17101

NO.	DATE	REVISIONS
		DESCRIPTION

WASHINGTON COUNTY TRANSIT  
FACILITY EXPANSION PROJECT  
CITY OF HAGERSTOWN, MARYLAND  
QUIT CLAIM EXHIBIT

Project Number	202304
Date	05-15-24
Sheet	01 OF 01
Scale	As Shown



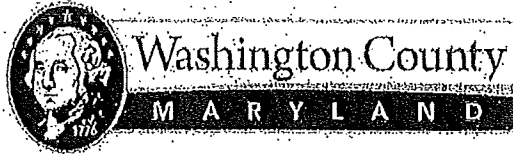


# Site Layout Option A (w/Quit Claim)

Use	Needed
Maintenance	6,882 sf
Administration	5,230 sf
Interior Bus Storage	21,300 sf
Total Building	36,570 sf
Vehicle Parking	27 spaces
Stormwater Management	~8,000 sf



GENERAL NOTES:  
1. TOTAL SITE AREA IS APPROXIMATELY 1.5 AC.  
2. TOTAL SITE AREA IS APPROXIMATELY 1.5 AC.  
3. TOTAL SITE AREA IS APPROXIMATELY 1.5 AC.  
4. TOTAL SITE AREA IS APPROXIMATELY 1.5 AC.



## DIVISION OF PUBLIC WORKS

AIRPORT | BUILDINGS, GROUNDS & FACILITIES | HIGHWAYS | PARKS & RECREATION | TRANSIT

October 30, 2024

CLEAR SPRING LIMITED PARTNERSHIP  
11949 ROBINWOOD DR  
HAGERSTOWN MD 21742-4470

MCTAWS LIMITED PARTNERSHIP  
11949 ROBINWOOD DR  
HAGERSTOWN MD 21742-4470

**Subject: Quit Claim Request for City Owned Alley No. 1-35**

To Whom It May Concern:

The Washington County Public Works Department has submitted a Quit Claim application to the City of Hagerstown for the portion of the city owned Alley No. 1-35 that divides the Washington County Transit (WCT) property (Parcel #25035194) located at 1000 W. Washington Street, Hagerstown, MD into two separate lot areas.

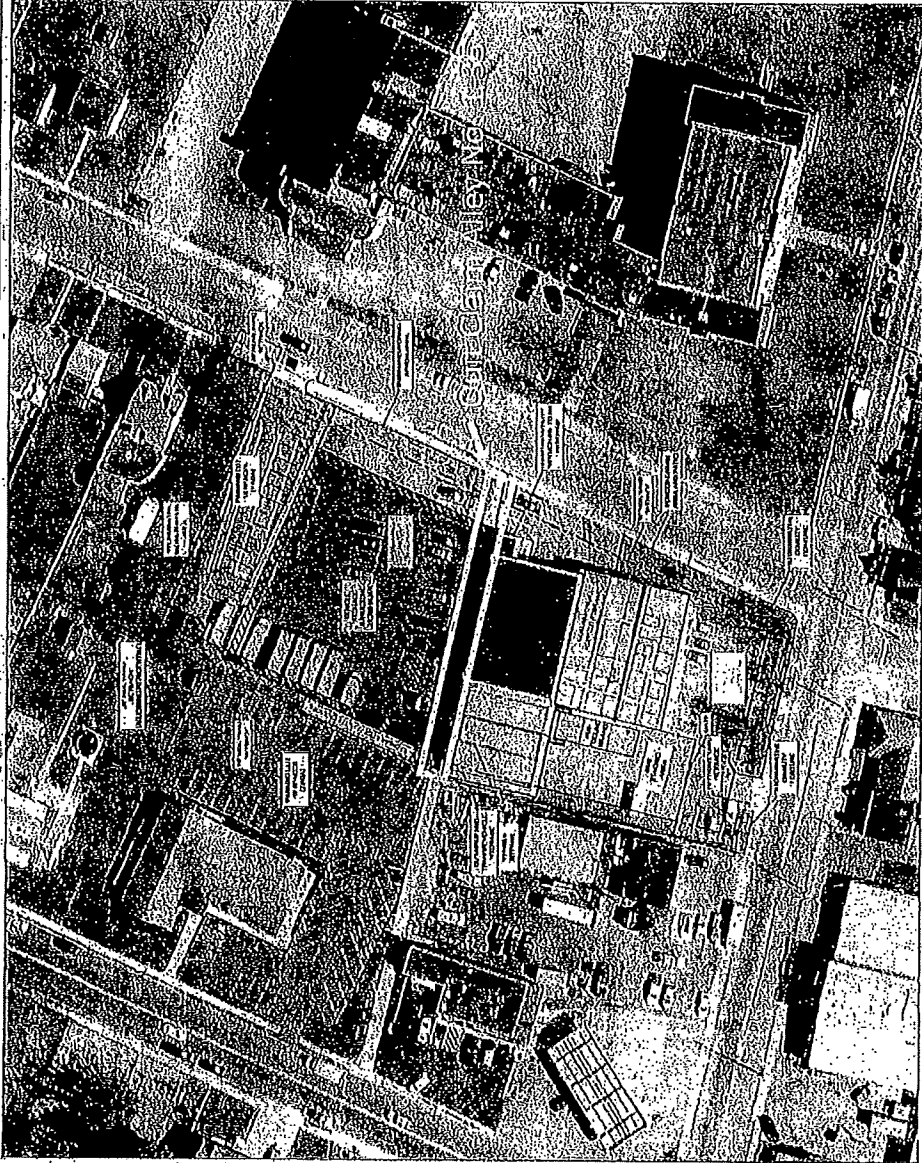
The purpose of the Quit Claim request is to facilitate the planned expansion of WCT's W. Washington Street transit facility that houses our administration offices, and bus maintenance and storage operations. The planned expansion will be accommodated on WCT's existing property inclusive of the proposed Quit Claim area of Alley No. 1-35.

Washington County Transit has been a steadfast presence at this location for several decades, providing over 516,000 annual passenger trips. However, due to the significant increase in public transit demand over the years and our projected future mobility growth, we find our current space increasingly constrained.

The attached sketch plan exhibit illustrates WCT's property boundaries in conjunction with Alley No. 1-35. As illustrated, Alley No 1-35 extends between Devonshire Rd. and Nottingham Rd. and its eastern segment divides our property into two separate lots along our entire parcel boundary. WCT is submitting this Quit Claim request for the eastern segment of Alley No. 1-35 only.

The western segment, which is not part of WCT's Quit Claim request, serves as the primary driveway access to the Jehovah's Witnesses property located at 30 Nottingham Rd, Hagerstown,

PERSON		DOB	CI
1	10/10/1970		
2			
3			
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5			
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9			
10			



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

---

**Topic:**

Approval of a Resolution: Perpetual and Permanent Water Line Easement Bowman Spielman, LLC

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

SHEETZ\_EASEMENT\_BOWMAN\_SPIELMAN\_LLC\_ALL\_DOCS\_03252025.pdf

RESOLUTION  
EASEMENT  
BOWMAN  
SPIELMAN  
03252025



## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PERPETUAL AND PERMANENT EASEMENT BETWEEN THE CITY OF HAGERSTOWN AND BOWMAN SPIELMAN GROUP, LLC (“DEVELOPER”).

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

**MOTION:** I hereby move for the approval of a Resolution authorizing the execution of a perpetual and permanent easement between the City of Hagerstown and Bowman Spielman, LLC (Developer) for the purpose of constructing, maintaining, operating, repairing, and replacing water lines and facilities on land situated near the intersection of Spielman and Lappans Roads in Williamsport, MD.

DATE OF INTRODUCTION: March 25, 2025

DATE OF PASSAGE: March 25, 2025

EFFECTIVE DATE: March 25, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PERPETUAL AND PERMANENT  
EASEMENT BETWEEN THE CITY OF HAGERSTOWN AND BOWMAN SPIELMAN GROUP,  
LLC (“DEVELOPER”) FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING,  
OPERATING, REPAIRING AND REPLACING WATER LINES AND FACILITIES ON LAND  
SITUATED NEAR THE INTERSECTION OF SPIELMAN AND LAPPANS ROADS IN  
WILLIAMSPORT, MARYLAND**

RECITALS

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

WHEREAS, Developer is the owner of that certain parcel of property, situate in Election District No. 02 of Washington County, Maryland, near the intersection of Spielman and Lappans Roads, in Williamsport, Washington County, Maryland, consisting of 15,270.8 square feet, and having the bearing and distances as depicted on a plat titled “Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road Washington County, Maryland,” dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached to the Perpetual and Permanent Easement, and made a part hereof;

WHEREAS, the Developer has generously agreed that that for NO MONETARY CONSIDERATION but other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it shall grant and convey unto the said City, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress (including vehicular ingress and egress) (collectively, the “Easement”) for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the “Facilities ”), as further described in the attached Perpetual and Permanent Easement, which is attached hereto and made a part hereof;

WHEREAS, the Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to accept the Perpetual and Permanent Easement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.
2. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Perpetual and Permanent Easement from Bowman Spielman, LLC to the City, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this Resolution shall become effective 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: \_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

Property Map 0056, Parcel No. 118  
ELECTION DISTRICT NO. 02

**PERPETUAL AND PERMANENT EASEMENT**

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BOWMAN SPIELMAN, LLC**, a Maryland limited liability company owning real property in Washington County, Maryland (hereinafter sometimes referred to as "Grantor"), and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for and in consideration NO MONETARY CONSIDERATION but other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress (including vehicular ingress and egress) (collectively, the "Easement") for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"), situate in Election District No. 02 of Washington County, Maryland, near the intersection of Spielman and Lappans Roads, Williamsport, Washington County, Maryland, consisting of 15,270.8 square feet/0.35 acres, denoted as PROPOSED UTILITY EASEMENT #1 and having the bearing and distances as depicted on a plat titled "Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road, Washington County, Maryland," dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached hereto and made a part hereof.

The Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities.

Grantee is to have and to permanently hold the Easement for the uses and purposes hereinabove described.

Grantor agrees that it will not construct, plant, or cause to be placed within the limits of the Easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of the Easement by Grantor, its representatives or agents, Grantor, its successors and assigns, shall be liable for any damage done to the Facilities.

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns, from the use of its premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use of the Easement and the use and maintenance of the Facilities.

Grantee shall have full and free use of the Easement for the purposes named, but shall be under no duty to exercise any of those rights. Grantee shall have the right, at all times and without prior notice, to cross Grantor's property as may be reasonably necessary in order to have access to the Easement and the Facilities. Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the Easement deemed by Grantee to interfere with the proper and efficient use of the Easement and the Facilities.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

**TO HAVE AND TO HOLD** the right and privilege of the Easement hereby granted to the use and benefit of the within Grantee forever.

The above-described Easement is part and parcel of all that piece or parcel of land that was conveyed by the State of Maryland and the Board of Public Works unto Grantor by a deed dated December 30, 2008, and recorded among the Land Records of Washington County, Maryland, in Liber 3595, folio 389.

WITNESS the hand and seal of said Grantor.

ATTEST:

**BOWMAN SPIELMAN, LLC**

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
\_\_\_\_\_  
Managing Member

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the Managing Member of Bowman Spielman, LLC, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the purposes therein contained and made further oath that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

\_\_\_\_\_  
Notary Public



My Commission expires: \_\_\_\_\_

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

\_\_\_\_\_  
Jason Morton

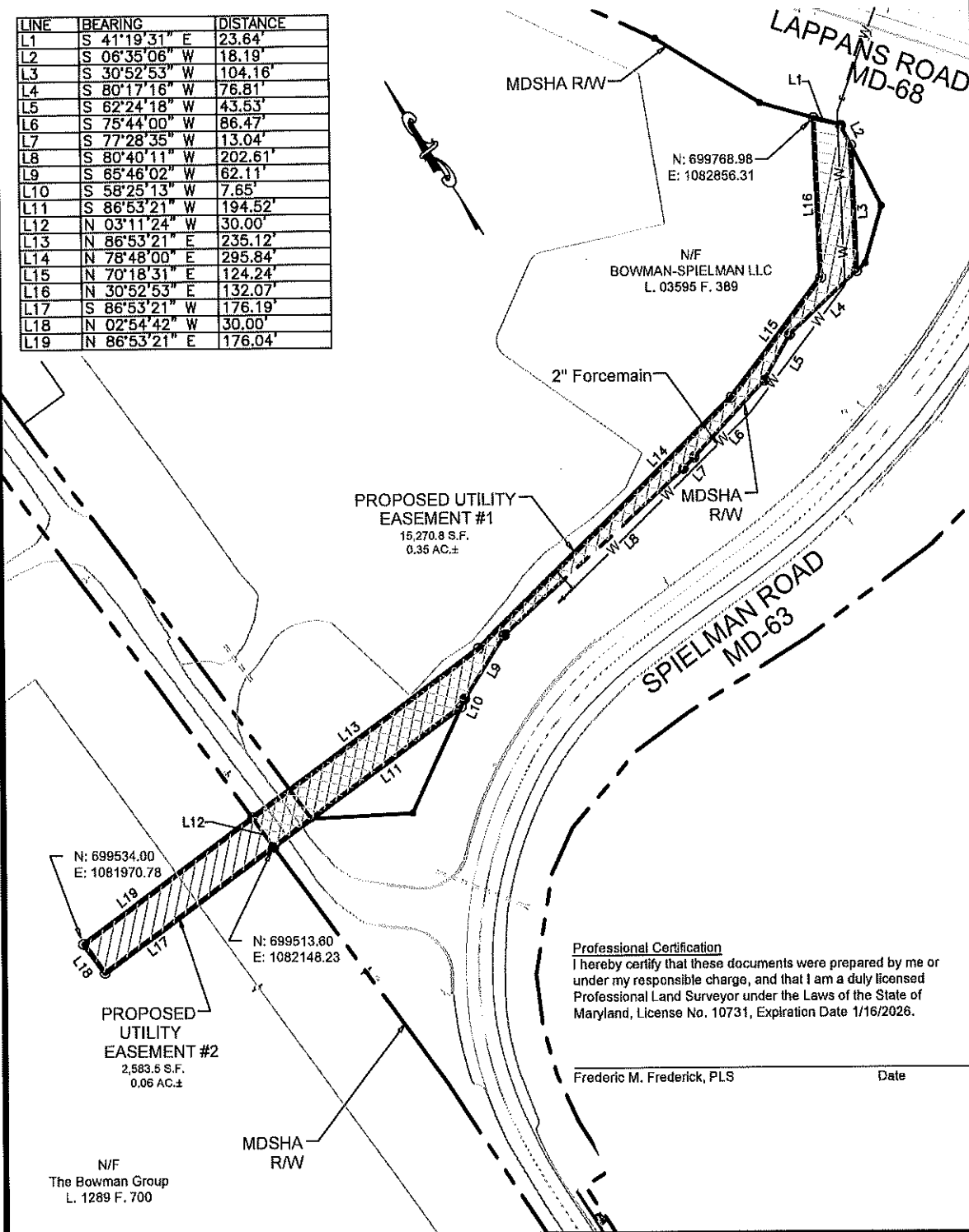
After recording, mail to:

City of Hagerstown  
Attn: City Clerk  
Donna K. Spickler  
1 East Franklin Street  
Hagerstown, MD 21740

# WATERLINE EASEMENT FOR CITY OF HAGERSTOWN

SITUATE NEAR THE INTERSECTION OF  
SPIELMAN ROAD AND LAPPANS ROAD  
WASHINGTON COUNTY, MARYLAND

LINE	BEARING	DISTANCE
L1	S 41°19'31" E	23.64'
L2	S 06°35'06" W	18.19'
L3	S 30°52'53" W	104.16'
L4	S 80°17'16" W	76.81'
L5	S 62°24'18" W	43.53'
L6	S 75°44'00" W	86.47'
L7	S 77°28'35" W	13.04'
L8	S 80°40'11" W	202.61'
L9	S 65°46'02" W	62.11'
L10	S 58°25'13" W	7.65'
L11	S 86°53'21" W	194.52'
L12	N 03°11'24" W	30.00'
L13	N 86°53'21" E	235.12'
L14	N 78°48'00" E	295.84'
L15	N 70°18'31" E	124.24'
L16	N 30°52'53" E	132.07'
L17	S 86°53'21" W	176.19'
L18	N 02°54'42" W	30.00'
L19	N 86°53'21" E	176.04'



### Professional Certification

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731, Expiration Date 1/16/2026.

Frederic M. Frederick, PLS

Date

TAX MAP GRID-PARCEL  
0056-0014-118

DWN BY DST	DATE 10-03-2024
PROJECT MANAGER DAVE TROSTLE	EMAIL dtrostle@fsa-inc.com

SCALE  
1" = 100'  
SHEET 01 OF 01

# FSA

FREDERICK, SEIBERT & ASSOCIATES, INC. © 2024 fsa-inc.com

CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.3650

20 WEST BALTIMORE STREET  
GREENCASTLE, PA 17225  
717.607.1007

605 SOUTH HANOVER STREET  
CARLSLE, PA 17013  
717.701.8111

15 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17068  
717.275.7531

PROJECT NO.  
5809.3

## **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after.

### **WATERLINE EASEMENT NO. 1**

Beginning for the outline hereof at a point in the south margin of Lappans Road, said point having Maryland Grid Coordinates of Northing 699768.98 and Easting 1082856.31 based on the survey to NGS Monument Doub-2 with State Plane Coordinates of N 706756.5960 and Easting 1087576.7497, running thence with the west margin of Lappans Road, S 41°19'31" E 23.64 feet to a point, thence with said margin S 06°35'06" W 18.19 feet to a point, thence leaving said margin and running through lands of Bowman-Spielman LLC per deed recorded at Liber 3595, Folio 389 the following seven bearings and distances, S 30°52'53" W 104.16 feet to a point in the north margin of Spielman Road, thence with said margin S 80°17'16" W 76.81 feet to a point, thence with said margin S 62°24'18" W 43.53 feet to a point, S 75°44'00" W 86.47 feet to a point, S 75°28'35" W 13.04 feet, S 80°40'11" W 202.61 feet, S 65°46'02" W 62.11 feet, S 58°25'13" W 7.65 feet, thence leaving said margin and running through lands of Bowman-Spielman LLC, S 86°53'21" W 194.52 feet to a point at point in the west margin of the lands of The Bowman Group per deed recorded at Liber 1289, Folio 700, thence with said margin N 03°11'24" W 30.00 feet to a point, thence leaving said margin and running through lands of Bowman-Spielman LLC the following four bearings and distances N 86°53'21" E 235.12 feet to a point, thence N 78°48'00" E 295.84 feet to a point, thence N 70°18'31" E 124.24 feet to a point, thence N 30°52'53" E 132.07 feet to the place of beginning;

Affecting 15,270.8 square feet of land more or less of the lands conveyed to Bowman Spielman, LLC by deed dated Dec. 30, 2008 and recorded at Liber 3595 Folio 389 among the Land records of Washington County, Md.

## **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after.

### **WATERLINE EASEMENT NO. 2**

Beginning for the outline hereof at a point in the west margin of Spielman Road with State Plane Coordinates of Northing 699513.60, Easting 1082148.23, based on a survey tie to NGS Monument Doub-2 with State Plane Coordinates of Northing 706756.5960 and Easting of 1087576.7497, thence leaving said margin and running through lands of The Bowman Group per deed recorded at Liber 1289, folio 700, S 86°53'21" W 176.19 feet to a point, thence N 02°54'42" W 30.00 feet to a point, thence N 86°53'21" E 176.04 feet to a point in the west margin of the lands of Bowman-Spielman LLC per deed recorded at Liber 3595, Folio 389, thence with said margin S 03°11'24" E 30.00 feet to the place of beginning;

Affecting 2,583.5 square feet of land more or less of the lands conveyed to The Bowman Group, LLP by deed dated August 16, 1996 and recorded at Liber 1289 Folio 700 among the Land Records of Washington County, Md.

### **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after

#### **WATERLINE EASEMENT NO. 3**

Beginning for the outline hereof at a point in the east margin of Lappans Road, said point having a Maryland Grid Coordinate of Northing 699910.83, Easting 1083042.46, based on a survey tie to NGS Monument Doub-2 with State Plane Coordinates of Northing 706756.5960 and Easting 1087576.7497, running thence through the lands of The Bowman Group per deed recorded at Liber 1242, folio 403, N 53°13'58" E 27.55 feet to a point, thence S 80°59'19" E 193.03 feet to a point in the west margin of Governor Lane Boulevard, thence with said margin, S 49°47'53" W 39.62 feet to a point, thence leaving said margin and running through lands of The Bowman Group, N 80°59'19" W 154.53 feet to a point, thence S 53°22'53" W 16.72 feet to a point in the east margin of Lappans Road, thence with said margin, N 33°11'33" W 29.98 feet to the place of beginning;

Affecting 5,876.4 square feet of land more or less of the lands conveyed to The Bowman Group, LLP by deed dated November 14, 1995 and recorded at Liber 1242 Folio 403 among the Land Records of Washington County, Md.



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

---

**Topic:**

Approval of a Resolution: Perpetual and Permanent Water Line Easement Bowman Group, LLP

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

SHEETZ\_EASEMENT\_BOWMAN\_GROUP\_LL\_P\_ALL\_DOCS\_03252025.pdf

RESOLUTION  
EASEMENT  
ALL DOC  
BOWMAN  
GROUP  
03252025

## **REQUIRED MOTION**

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

**DATE:** March 25, 2025

**TOPIC:** A RESOLUTION AUTHORIZING THE EXECUTION OF A PERPETUAL AND PERMANENT EASEMENT BETWEEN THE CITY OF HAGERSTOWN AND BOWMAN GROUP, LLP (“DEVELOPER”).

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

**MOTION:** I hereby move for the approval of a Resolution authorizing the execution of a perpetual and permanent easement between the City of Hagerstown and Bowman Group, LLP (Developer) for the purpose of constructing, maintaining, operating, repairing, and replacing water lines and facilities on land situated near the intersection of Spielman and Lappans Roads in Williamsport, MD.

DATE OF INTRODUCTION: March 25, 2025

DATE OF PASSAGE: March 25, 2025

EFFECTIVE DATE: March 25, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A PERPETUAL AND PERMANENT EASEMENT  
BETWEEN THE CITY OF HAGERSTOWN AND BOWMAN GROUP, LLP ("DEVELOPER") FOR THE PURPOSE  
OF CONSTRUCTING, MAINTAINING, OPERATING, REPAIRING AND REPLACING WATER LINES AND  
FACILITIES ON LAND SITUATED NEAR THE INTERSECTION OF SPIELMAN AND LAPPANS ROADS IN  
WILLIAMSPORT, MARYLAND**

RECITALS

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

WHEREAS, Developer is the owner of that certain parcel of property, situate in Election District No. 02 of Washington County, Maryland, near the intersection of Spielman and Lappans Roads, in Williamsport, Washington County, Maryland, consisting of (1) 2,583.5 square feet/0.06 acres, denoted as PROPOSED UTILITY EASEMENT #2 and having the bearing and distances as depicted on a plat titled "Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road, Washington County, Maryland," dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached hereto and made a part hereof; **and** (2) 5,876.4 square feet/0.14 acres, denoted as PROPOSED UTILITY EASEMENT #3 and having the bearing and distances as depicted on a plat titled "Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road, Washington County, Maryland," dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached to the Perpetual and Permanent Easement, and made a part hereof;

WHEREAS, the Developer has generously agreed that that for NO MONETARY CONSIDERATION but other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it shall grant and convey unto the said City, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress (including vehicular ingress and egress) (collectively, the "Easement") for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"), as further described in the attached Perpetual and Permanent Easement, which is attached hereto and made a part hereof;

WHEREAS, the Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to accept the Perpetual and Permanent Easement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.
2. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Perpetual and Permanent Easement from Bowman Group, LLP to the City, a copy of

which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any documentation necessary to effectuate the purpose of this ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this Resolution shall become effective upon its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

By: \_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

**PERPETUAL AND PERMANENT EASEMENT**

THIS DEED OF EASEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between **BOWMAN GROUP, LLP**, a Maryland limited liability partnership owning real property in Washington County, Maryland (hereinafter sometimes referred to as "Grantor"), and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for and in consideration NO MONETARY CONSIDERATION but other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Grantor does hereby grant and convey unto the said Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress (including vehicular ingress and egress) (collectively, the "Easement") for the purpose of constructing, operating, maintaining, repairing, and replacing certain water meter vaults, water lines, and the necessary accessories, fixtures, and appurtenances thereto (collectively the "Facilities"), situate in Election District No. 02 of Washington County, Maryland, near the intersection of Spielman and Lappans Roads, Williamsport, Washington County, Maryland, consisting of (1) 2,583.5 square feet/0.06 acres, denoted as PROPOSED UTILITY EASEMENT #2 and having the bearing and distances as depicted on a plat titled "Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road, Washington County, Maryland," dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached hereto and made a part hereof; and (2) 5,876.4 square feet/0.14 acres, denoted as PROPOSED UTILITY EASEMENT #3 and having the bearing and distances as depicted on a plat titled "Waterline Easement for The City of Hagerstown Situate Near the Intersection of Spielman Road and Lappans Road, Washington County, Maryland," dated October 3, 2024, prepared by Frederick, Seibert & Associates, attached hereto and made a part hereof.

The Easement is to be used for the purpose of constructing, operating, maintaining, repairing, and replacing the Facilities.

Grantee is to have and to permanently hold the Easement for the uses and purposes hereinabove described.

Grantor agrees that it will not construct, plant, or cause to be placed within the limits of the Easement any obstacle of a permanent nature. If any obstacle or thing is placed within the limits of the Easement by Grantor, its representatives or agents, Grantor, its successors and assigns, shall be liable for any damage done to the Facilities.

The rights granted herein shall not be construed to interfere with or restrict the Grantor, its successors and assigns, from the use of its premises with respect to the construction and maintenance of improvements along or adjacent to the premises herein described so long as the same are so constructed as not to impair the strength or interfere with the use of the Easement and the use and maintenance of the Facilities.

Grantee shall have full and free use of the Easement for the purposes named, but shall be under no duty to exercise any of those rights. Grantee shall have the right, at all times and without prior



notice, to cross Grantor's property as may be reasonably necessary in order to have access to the Easement and the Facilities. Grantee shall have the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions on the Easement deemed by Grantee to interfere with the proper and efficient use of the Easement and the Facilities.

This Easement shall run with the land and apply to all interests now owned or hereafter acquired to the above-described property.

**TO HAVE AND TO HOLD** the right and privilege of the Easement hereby granted to the use and benefit of the within Grantee forever.

**Parcel #2.** The above-described Easement is part and parcel of all that piece or parcel of land that was conveyed by Carl F. Keener, Jr. and Margaret G. Coakley, Personal Representatives of the Estate of Bruce C. Lightner unto Grantor by a deed dated August 16, 1996, and recorded among the Land Records of Washington County, Maryland, in Liber 1289, folio 704.

**Parcel #3.** The above-described Easement is part and parcel of all that piece or parcel of land that was conveyed by the Board of County Commissioners of Washington County, Maryland unto Grantor by a deed dated November 14, 1995, and recorded among the Land Records of Washington County, Maryland, in Liber 1242, folio 403.

WITNESS the hand and seal of said Grantor.

ATTEST:

**BOWMAN GROUP, LLP**

\_\_\_\_\_

\_\_\_\_\_(SEAL)

\_\_\_\_\_Managing Partner

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared \_\_\_\_\_, the Managing Partner of Bowman Group, LLP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that s/he executed the same for the purposes therein contained and made further oath that the consideration set forth therein is true and correct.

WITNESS my hand and Official Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.

---

Jason Morton

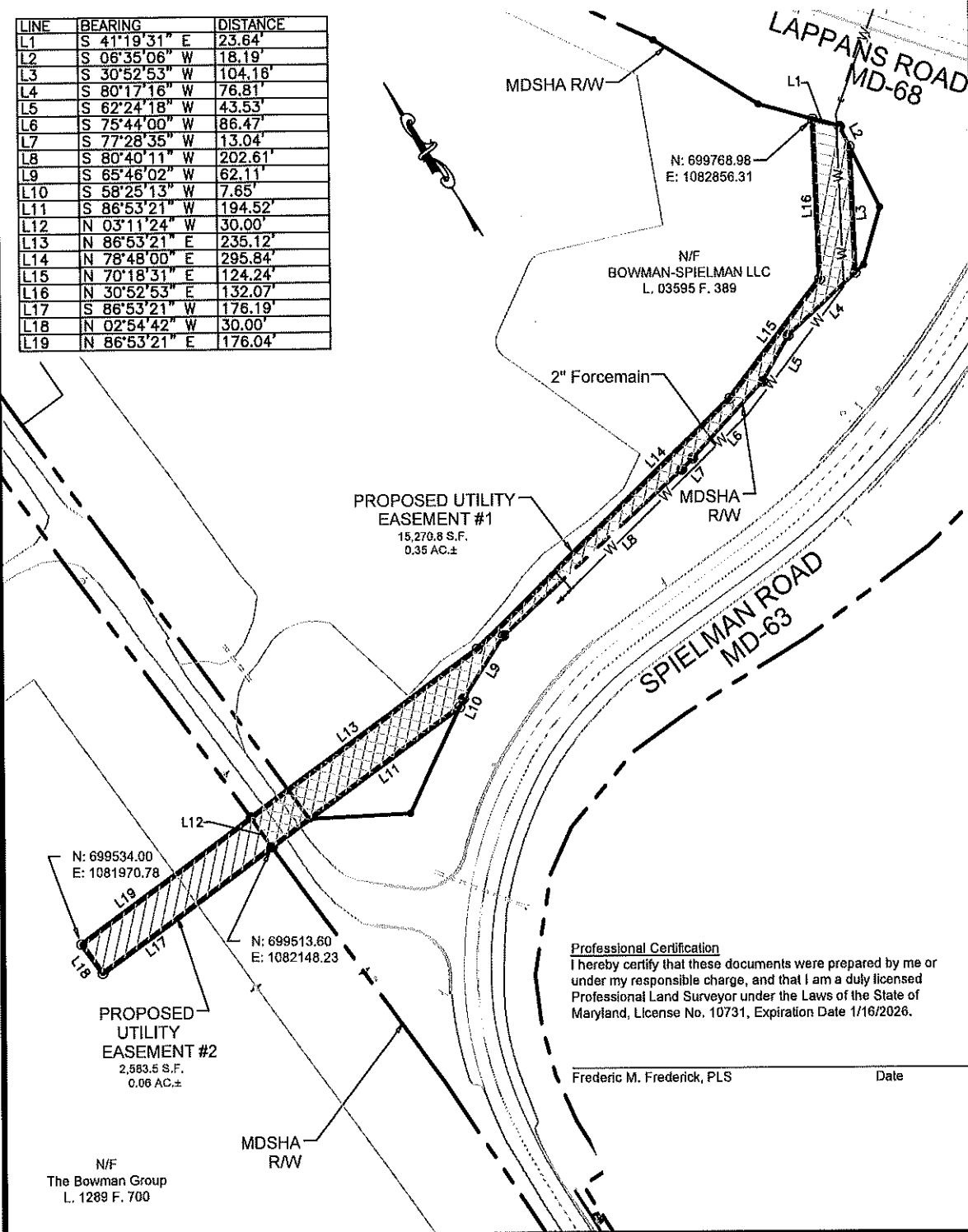
After recording, mail to:

City of Hagerstown  
Attn: City Clerk  
Donna K. Spickler  
1 East Franklin Street  
Hagerstown, MD 21740

# WATERLINE EASEMENT

FOR  
**CITY OF HAGERSTOWN**  
SITUATE NEAR THE INTERSECTION OF  
SPIELMAN ROAD AND LAPPANS ROAD  
**WASHINGTON COUNTY, MARYLAND**

LINE	BEARING	DISTANCE
L1	S 41°19'31" E	23.64'
L2	S 06°35'06" W	18.19'
L3	S 30°52'53" W	104.18'
L4	S 80°17'16" W	76.81'
L5	S 62°24'18" W	43.53'
L6	S 75°44'00" W	86.47'
L7	S 77°28'35" W	13.04'
L8	S 80°40'11" W	202.61'
L9	S 65°46'02" W	62.11'
L10	S 58°25'13" W	7.65'
L11	S 86°53'21" W	194.52'
L12	N 03°11'24" W	30.00'
L13	N 86°53'21" E	235.12'
L14	N 78°48'00" E	295.84'
L15	N 70°18'31" E	124.24'
L16	N 30°52'53" E	132.07'
L17	S 86°53'21" W	176.19'
L18	N 02°54'42" W	30.00'
L19	N 86°53'21" E	176.04'



### Professional Certification

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731, Expiration Date 1/16/2026.

Frederic M. Frederick, PLS

Date

TAX MAP GRID-PARCEL  
0056-0014-118

OWN BY DST	DATE 10-03-2024
PROJECT MANAGER DAVE TROSTLE	EMAIL dtrostle@fsa-inc.com

SCALE  
1" = 100'  
SHEET 01 OF 01



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

CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

128 SOUTH POTOMAC STREET  
HAGERSTOWN, MD 21740  
301.791.8880

20 WEST BALTIMORE STREET  
GREENCASTLE, PA 17226  
717.687.1007

605 SOUTH HANOVER STREET  
CARLISLE, PA 17013  
717.701.8111

15 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17068  
717.275.7531

PROJECT NO.  
5809.3

**WATERLINE EASEMENT**  
FOR  
**CITY OF HAGERSTOWN**  
SITUATE NEAR THE INTERSECTION OF  
SPIELMAN ROAD AND LAPPANS ROAD  
**WASHINGTON COUNTY, MARYLAND**

N/F  
THE BOWMAN GROUP  
L. 1242 F. 403

EX. BUILDING

Washington  
County R/W

GOVERNOR LANE BLVD.

PROPOSED  
UTILITY  
EASEMENT #3  
5876.4 S.F.  
0.14 AC.±

LAPPANS ROAD  
(MD-68)

N: 699910.83  
E: 1083042.46

MDSHA  
R/W

LINE	BEARING	DISTANCE
L1	N 33°11'33" W	29.98'
L2	N 53°13'58" E	27.55'
L3	S 80°59'19" E	193.03'
L4	S 49°47'53" W	39.62'
L5	N 80°59'19" W	154.53'
L6	S 53°22'53" W	16.72'

N/F  
BOWMAN-SPIELMAN LLC  
L. 03595 F. 389

SPIELMAN ROAD  
(MD-63)

**Professional Certification**

I hereby certify that these documents were prepared by me or under my responsible charge, and that I am a duly licensed Professional Land Surveyor under the Laws of the State of Maryland, License No. 10731, Expiration Date 1/16/2026.

Frederic M. Frederick, PLS

Date

TAX MAP GRID-PARCEL  
0056-0014-118

DWN BY  
DST

DATE  
10-03-2024

PROJECT MANAGER  
DAVE TROSTLE

EMAIL  
dtrostle@fsa-inc.com

SCALE

1" = 100'

SHEET 01 OF 01



FREDERICK, SEIBERT & ASSOCIATES, INC.

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fsa-inc.com

CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS

128 SOUTH POTOMAC STREET  
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717.597.1007

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CARLISLE, PA 17013  
717.701.8111

15 EAST MAIN STREET  
NEW BLOOMFIELD, PA 17068  
717.275.7531

PROJECT NO.  
5809.3

## **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after.

### **WATERLINE EASEMENT NO. 1**

Beginning for the outline hereof at a point in the south margin of Lappans Road, said point having Maryland Grid Coordinates of Northing 699768.98 and Easting 1082856.31 based on the survey to NGS Monument Doub-2 with State Plane Coordinates of N 706756.5960 and Easting 1087576.7497, running thence with the west margin of Lappans Road, S 41°19'31" E 23.64 feet to a point, thence with said margin S 06°35'06" W 18.19 feet to a point, thence leaving said margin and running through lands of Bowman-Spielman LLC per deed recorded at Liber 3595, Folio 389 the following seven bearings and distances, S 30°52'53" W 104.16 feet to a point in the north margin of Spielman Road, thence with said margin S 80°17'16" W 76.81 feet to a point, thence with said margin S 62°24'18" W 43.53 feet to a point, S 75°44'00" W 86.47 feet to a point, S 75°28'35" W 13.04 feet, S 80°40'11" W 202.61 feet, S 65°46'02" W 62.11 feet, S 58°25'13" W 7.65 feet, thence leaving said margin and running through lands of Bowman-Spielman LLC, S 86°53'21" W 194.52 feet to a point at point in the west margin of the lands of The Bowman Group per deed recorded at Liber 1289, Folio 700, thence with said margin N 03°11'24" W 30.00 feet to a point, thence leaving said margin and running through lands of Bowman-Spielman LLC the following four bearings and distances N 86°53'21" E 235.12 feet to a point, thence N 78°48'00" E 295.84 feet to a point, thence N 70°18'31" E 124.24 feet to a point, thence N 30°52'53" E 132.07 feet to the place of beginning;

Affecting 15,270.8 square feet of land more or less of the lands conveyed to Bowman Spielman, LLC by deed dated Dec. 30, 2008 and recorded at Liber 3595 Folio 389 among the Land records of Washington County, Md.



## **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after.

### **WATERLINE EASEMENT NO. 2**

Beginning for the outline hereof at a point in the west margin of Spielman Road with State Plane Coordinates of Northing 699513.60, Easting 1082148.23, based on a survey tie to NGS Monument Doub-2 with State Plane Coordinates of Northing 706756.5960 and Easting of 1087576.7497, thence leaving said margin and running through lands of The Bowman Group per deed recorded at Liber 1289, folio 700, S 86°53'21" W 176.19 feet to a point, thence N 02°54'42" W 30.00 feet to a point, thence N 86°53'21" E 176.04 feet to a point in the west margin of the lands of Bowman-Spielman LLC per deed recorded at Liber 3595, Folio 389, thence with said margin S 03°11'24" E 30.00 feet to the place of beginning;

Affecting 2,583.5 square feet of land more or less of the lands conveyed to The Bowman Group, LLP by deed dated August 16, 1996 and recorded at Liber 1289 Folio 700 among the Land Records of Washington County, Md.

### **WATERLINE EASEMENT FOR CITY OF HAGERSTOWN**

Situate near the intersection of Spielman and Lappans Road, Washington County, Maryland and being more particularly described herein after

#### **WATERLINE EASEMENT NO. 3**

Beginning for the outline hereof at a point in the east margin of Lappans Road, said point having a Maryland Grid Coordinate of Northing 699910.83, Easting 1083042.46, based on a survey tie to NGS Monument Doub-2 with State Plane Coordinates of Northing 706756.5960 and Easting 1087576.7497, running thence through the lands of The Bowman Group per deed recorded at Liber 1242, folio 403, N 53°13'58" E 27.55 feet to a point, thence S 80°59'19" E 193.03 feet to a point in the west margin of Governor Lane Boulevard, thence with said margin, S 49°47'53" W 39.62 feet to a point, thence leaving said margin and running through lands of The Bowman Group, N 80°59'19" W 154.53 feet to a point, thence S 53°22'53" W 16.72 feet to a point in the east margin of Lappans Road, thence with said margin, N 33°11'33" W 29.98 feet to the place of beginning;

Affecting 5,876.4 square feet of land more or less of the lands conveyed to The Bowman Group, LLP by deed dated November 14, 1995 and recorded at Liber 1242 Folio 403 among the Land Records of Washington County, Md.

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

---

**Topic:**

Approval of a Resolution: Establishing Parking Facilities Rates and Fees - Special Event Rates  
Applicable to Hub City Garage and University District Parking Decks Only

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Special\_Event\_Parking\_Rate\_Council\_Packet.pdf

**Description**

Establishing Parking  
Facilities Rates and Fees -  
Special Event Rates  
Applicable to Hub City  
Garage and University  
District Parking Decks Only



# CITY OF HAGERSTOWN, MARYLAND

Public Works Department

[www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: March 18, 2025

SUBJECT: Establishing Parking Facilities Rates and Fees  
Special Event Rates Applicable to Hub City Garage and University District Parking Deck Only

## MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval to approve a special event parking rate for the Hub City Garage (Hub) and University District Parking Deck (UD). The event rate for Hub would be Ten Dollars (\$10.00) and Five Dollars (\$5.00) for UD.

## DISCUSSION

Per the discussion with the Mayor and Council on Tuesday, March 4, 2025, staff is presenting a Motion and Resolution to provide special event rates for Hub and UD. The event rates are specifically tied to events at Meritus Park.

The motion states that the event rate would only be used when City staff anticipates an event at Meritus Park will produce vehicle parking which would occupy 75% or more of the Hub City Garage. There are three ballgames scheduled for the 2025 season at 11:00 am during the work week. These games generally do not fill Hub at or above a 75% capacity. The event rate would not apply.

## FINANCIAL IMPACT

The overall financial impact is yet to be determined. Hub can facilitate 398 vehicles. The expected revenues would \$2,900 to \$3,980 per event depending on occupancy.

## RECOMMENDATION

Staff recommends approval of the special event rates.

Att: Special Event Parking Motion and Resolution  
C: Finance Department  
Parking Division

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

**DATE:** March 25, 2025

**TOPIC:** **RESOLUTION: ESTABLISHING PARKING FACILITIES RATES AND FEES – SPECIAL  
EVENT RATES APPLICABLE TO HUB CITY GARAGE AND UNIVERSITY DISTRICT  
PARKING DECKS ONLY**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

**MOTION:** I hereby move for Mayor and Council to approve a Special Event Parking Rate of TEN DOLLARS AND NO CENTS (\$10.00) in the Hub City Garage located at 50 West Antietam Street and a Special Event Parking Rate of FIVE DOLLARS AND NO CENTS (\$5.00) in the University District Parking Deck located at 25 North Potomac Street. The Special Event Parking Rates shall occur when City Staff anticipates that an event at Meritus Park will produce vehicle parking which would occupy 75% or more of the Hub City Garage. The Special Event Parking Rates will override the rates otherwise in effect in both parking facilities.

DATE OF PASSAGE: March 25, 2025



**RESOLUTION No. R –**

**Establishing Special Event Parking Rates for the Hub City Garage and the University District  
Parking Deck**

WHEREAS, the Mayor and Council is the duly constituted legislative body for the City of Hagerstown, Maryland; and

WHEREAS, as the duly constituted legislative body, said Mayor and Council is authorized and empowered, pursuant to the Code of the City of Hagerstown, Maryland, Chapter 60, Article IV, Section 60-37 Municipal Lots, to establish the parking lot rates; and

WHEREAS, the Mayor and Council has considered and studied the current parking rates in conjunction with the revenue requirements of the operation of the City's regulated parking facilities; and

WHEREAS, the Mayor and Council deems it advisable to establish Special Event Parking Rates for the Hub City Garage (50 West Antietam Street) and the University District Parking Deck (25 North Potomac Street); and

WHEREAS, the Special Event Parking Rates shall be in effect whenever City Staff anticipates that an event at Meritus Park will produce vehicle parking which would occupy 75% or more of the Hub City Garage; and

WHEREAS, the Special Event Parking Rates shall override the rates otherwise in effect in both parking facilities.

NOW, THEREFORE, BE IT RESOLVED, by Mayor and Council that in accordance with Chapter 60 of the Code of the City of Hagerstown, Section 60-37.B Parking Lot Fees and Charges, parking rates in those areas that are controlled by permit parking shall be as follows:

Hub City Garage:

Special Event Parking	\$10.00
-----------------------	---------

University District Deck:

Special Event Parking	\$5.00
-----------------------	--------

BE IT FURTHER RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, that the revised rates shall become effective as noted above.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

---

Donna K. Spickler, City Clerk

---

William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEY

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

---

**Topic:**

Approval of a Resolution: Acceptance of Easement from Habitat for Humanity

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion - Resolution -  
\_Habitat\_for\_Humanity\_Easement\_acceptance.pdf

Easement and Maintenance Agreement -  
\_Habitat\_for\_Humanity\_-\_McCleary\_Hill.pdf

**Description**

Motion: Approval Resolution  
Easement Habitat Humanity  
Easement and Maintenance  
Agreement - Habitat for  
Humanity

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** Acceptance of a Pedestrian Easement

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

**MOTION:** I hereby move for the approval of a resolution to accept an easement from Habitat for Humanity for a public sidewalk that will be constructed across private properties at the McCleary Hill development along West Washington Street.

DATE OF INTRODUCTION: 3/25/2025

DATE OF APPROVAL: 3/25/2025

EFFECTIVE DATE: 3/25/2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY  
OF HAGERSTOWN AND (1) HABITAT FOR HUMANITY OF  
OF WASHINGTON COUNTY, INC.; (2) ISA RAELE; AND  
(3) KIMBERLY ISRAELA,  
FOR USE OF A PORTION OF IN THEIR PROPERTY  
IN CONNECTION WITH A PUBLIC PEDESTRIAN SIDEWALK**

**RECITALS**

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

WHEREAS, Habitat for Humanity of Washington County, Inc. and Isa Raela and Kimberly Israela, Husband and Wife, (collectively "Grantors") own real property located in Hagerstown, Washington County, Maryland, upon which a pedestrian sidewalk shall be constructed;

WHEREAS, Grantors wish to grant an easement to the City for the purpose of maintenance of a public sidewalk. Grantee and the general public shall have full and free use of the Easement for walking, recreational purposes, gatherings, jogging and the like, subject to the conditions hereof;

WHEREAS, the Easement shall be non-exclusive, it being specifically acknowledged that Grantors own properties which abut the Easement and that Grantors shall retain access to and use of the Easement so long as not in conflict with Grantee's and the public's use of said Easement for a sidewalk as contemplated herein;

WHEREAS, after construction of the sidewalk, the City shall be solely responsible for the repair and maintenance of the Sidewalk, and may utilize the full extent of the Easement for such purpose including, but not limited to paving and surface work of the Sidewalk. Grantors shall be solely responsible for removal of snow and ice from the Sidewalk.

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Easement and Maintenance Agreement.

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



1. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Easement and Maintenance Agreement between the City and Habitat for Humanity of Washington County, Inc., Isa Raela and Kimberly Israela, a copy of which is attached hereto and incorporated herein by reference, and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

By: \_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEY

EASEMENT  
AND  
MAINTENANCE AGREEMENT

THIS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2025, by **HABITAT FOR HUMANITY OF WASHINGTON COUNTY, INC.**, a non-profit corporation formed under the laws of the State of Maryland (hereinafter sometimes referred to as "Habitat" or "Grantor"), **ISA RAELA** and **KIMBERLY ISARAELA**, Husband and Wife, owners of real property in Hagerstown, Washington County, Maryland (hereinafter sometimes referred to as "Grantor") and the **CITY OF HAGERSTOWN**, a Maryland municipal corporation (hereinafter sometimes referred to as "City" or "Grantee").

WITNESSETH: That for NO MONETARY CONSIDERATION, but for the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto Grantee, its successors and assigns, a **non-exclusive**, perpetual easement (the "Easement") over and across a parcel of land situate in Hagerstown, Washington County, Maryland, being shown on that certain Miscellaneous Plat dated March 4, 2025, titled "McCleary Hill Sidewalk Pedestrian Easement Plat" and filed among the Land Records of Washington County, Maryland at Plat No. 1089, the Easement being further described thereon as "Proposed Pedestrian Easement over Proposed Sidewalk," and having the metes and bounds description set forth on Exhibit A, attached hereto and incorporated herein.

BEING a portion of the property conveyed by Habitat for Humanity of Washington County, Inc. to Isa Raela and Kimberly Isaraela, Husband and Wife, by deed dated November 26, 2024, and recorded at Liber 7582, folio 489, among the Land Records of Washington County, Maryland.

ALSO BEING a portion of the property conveyed by the Housing Authority of the City of Hagerstown to Habitat for Humanity of Washington County, Inc. by deed dated October 14, 2022 and recorded at Liber 7128, folio 343, among the Land Records of Washington County, Maryland.

The Easement is granted for purpose of maintenance of a public sidewalk by the Grantee. Grantee and the general public shall have full and free use of the Easement for the purposes herein named, including but not limited to walking, recreational purposes, gatherings, jogging and the like, subject to the conditions hereof. The sidewalk itself shall be constructed by Habitat for Humanity of Washington County, Inc.

**TO HAVE AND TO HOLD** the right and privilege of the Easement hereby granted to the use and benefit of the within Grantee, for so long as the property is used as a sidewalk and is properly maintained by Grantee.

And Grantors do hereby covenant that they will warrant specially the property hereby conveyed and that it will execute such other and further assurances as may be requisite.

It is understood and agreed that the Easement is granted under and subject to the following terms and conditions:

1. The Easement is non-exclusive, it being specifically acknowledged that Grantors own properties which abut the Easement and that Grantor shall retain access to and use of the Easement so long as not in conflict with Grantee's and the public's use of said Easement for a sidewalk as contemplated herein (hereinafter also referred to as "the Sidewalk").
2. Should Grantee determine to abandon or relocate the Sidewalk, it shall restore the property to its original condition at Grantee's sole cost and expense.
3. Grantee shall be solely responsible for the repair and maintenance of the Sidewalk, and may utilize the full extent of the Easement for such purpose including, but not limited to paving and surface work of the Sidewalk. Grantors shall be solely responsible for removal of snow and ice from the Sidewalk.
4. Grantee shall have the right to trim, cut, replace or remove trees, shrubbery, landscaping, plant beds, structures, or other improvements or obstructions within the Easement from time to time.
5. This Easement and Maintenance Agreement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties herein have set their hands and seals as of the date first written above.

ATTEST:

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

By: \_\_\_\_\_(SEAL)  
William B. McIntire, Mayor

ATTEST:

HABITAT FOR HUMANITY OF  
WASHINGTON COUNTY, INC.

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)  
Tim Fisher, Executive Director

WITNESS:

\_\_\_\_\_

\_\_\_\_\_(SEAL)  
Isa Raela

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_(SEAL)  
Kimberly Israela

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire**, Mayor of the City of Hagerstown, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within Easement and Maintenance Agreement and acknowledged the foregoing instrument to be his act and deed on behalf of the Mayor and Council of the City of Hagerstown, Maryland, and did certify that he is authorized to execute this Agreement on its behalf, and that the consideration indicated is true and correct.

WITNESS my hand and Official Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Tim Fisher**, Executive Director of the Board of Habitat for Humanity of Washington County, Inc., who acknowledged the foregoing Easement and Maintenance Agreement to be the act and deed of the said corporation, that he is authorized to make this acknowledgment and that the within deed is not a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of Habitat for Humanity of Washington County, Inc.

WITNESS my hand and Official Notarial Seal.

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

STATE OF MARYLAND, WASHINGTON COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Isa Raela and Kimberly Israela**, husband and wife, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing Easement and Maintenance Agreement, who did acknowledge that she executed the same as her voluntary act and deed and for the purposes therein contained and at the same time did affirm and declare that this transaction is for the consideration stated herein and who did affirm under the penalties of perjury that she is a legal resident of the State of Maryland.

WITNESS my hand and Official Notarial Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but that the undersigned did not perform a title search, title examination or make any certification as to title.

\_\_\_\_\_  
Jason Morton

MAIL TO:  
City of Hagerstown  
City Hall  
1 E. Franklin Street  
Hagerstown, MD 21740



February 27, 2025

Description of sidewalk access easement to be granted by Habitat for Humanity of Washington County, Inc. and Isa Raela and Kimberly Isaraela to The City of Hagerstown

Situate along the south side of West Washington Street and along the east side of Granite Drive within the McCleary Hills Subdivision lying west of Interstate 81 in Election District No. 25 and being more particularly described as follows:

Beginning at a point along the eastern right-of-way line of Granite Drive and being approximately 25 feet south of the property line and right-of-way line for West Washington Street, thence running across the frontage of Lots 7,8 and 9, 10, 11, 12, 13 and 14 of Phases 1 and 2 of the McCleary Hill Subdivision and recorded at Plat folios 10950-10954 among the Washington County Land Records and the first line running parallel with the West Washington Street right-of-way, S 86°38'37" E 588.72 feet to a point, thence N 3°09'22" E 24.98 feet to a point intersecting the southern right-of-way line of West Washington Street, thence with said right-of-way, S 86°50'38" E 5.00 feet to a point, thence leaving said right-of-way and running S 3°9'22" W 29.99 feet to a point, thence continuing through the above mentioned lots, N 86°38'37" W 594.16 feet to intersect the eastern right-of-way line of Granite Drive, thence with said eastern right-of-way line and with a curve to the right having a radius of 30 feet, an arc length of 5.02 feet and a chord bearing and distance of N 8°09'21" E 5.02 feet to the place of beginning;

Covering 3095 square feet of land more or less;

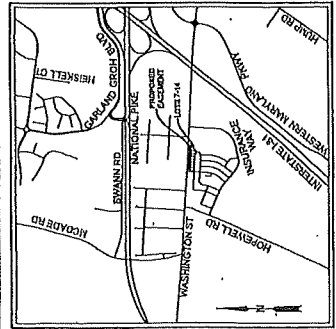
Said easement being for the purpose of constructing and maintaining a 5 foot wide sidewalk within said easement for a public pedestrian use. Said lands being further shown on Miscellaneous Plat 1089 recorded among the Washington County Land Records.

Said easement extends over lands conveyed by Habitat for Humanity of Washington County, Inc. to Isa Raela and Kimberly Isaraela by deed dated November 26, 2024 and recorded at Liber 7582, folio 489 together with the lands conveyed by the Housing Authority of the City of Hagerstown to Habitat for Humanity of Washington County, Inc. by deed dated October 14, 2022 and recorded at Liber 7128, folio 343 all among the Land Records of Washington County, Maryland.

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	DELTA ANGLE
1ST	30.00'	6.52'	N 03°02'11" E	7°53'55"

LINE	BEARING	DISTANCE
E1	S 01°30'37" E	14.55'
E2	S 01°30'37" E	14.55'
E3	S 01°30'37" E	14.55'
E4	S 01°30'37" E	14.55'
E5	S 01°30'37" E	14.55'
E6	S 01°30'37" E	14.55'
E7	S 01°30'37" E	14.55'
E8	S 01°30'37" E	14.55'
E9	S 01°30'37" E	14.55'
E10	S 01°30'37" E	14.55'
E11	S 01°30'37" E	14.55'
E12	S 01°30'37" E	14.55'
E13	S 01°30'37" E	14.55'
E14	S 01°30'37" E	14.55'
E15	S 01°30'37" E	14.55'
E16	S 01°30'37" E	14.55'
E17	S 01°30'37" E	14.55'
E18	S 01°30'37" E	14.55'
E19	S 01°30'37" E	14.55'
E20	S 01°30'37" E	14.55'
E21	S 01°30'37" E	14.55'
E22	S 01°30'37" E	14.55'
E23	S 01°30'37" E	14.55'
E24	S 01°30'37" E	14.55'
E25	S 01°30'37" E	14.55'
E26	S 01°30'37" E	14.55'
E27	S 01°30'37" E	14.55'
E28	S 01°30'37" E	14.55'
E29	S 01°30'37" E	14.55'
E30	S 01°30'37" E	14.55'
E31	S 01°30'37" E	14.55'
E32	S 01°30'37" E	14.55'
E33	S 01°30'37" E	14.55'
E34	S 01°30'37" E	14.55'
E35	S 01°30'37" E	14.55'
E36	S 01°30'37" E	14.55'
E37	S 01°30'37" E	14.55'
E38	S 01°30'37" E	14.55'
E39	S 01°30'37" E	14.55'
E40	S 01°30'37" E	14.55'
E41	S 01°30'37" E	14.55'
E42	S 01°30'37" E	14.55'
E43	S 01°30'37" E	14.55'
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E46	S 01°30'37" E	14.55'
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E49	S 01°30'37" E	14.55'
E50	S 01°30'37" E	14.55'
E51	S 01°30'37" E	14.55'
E52	S 01°30'37" E	14.55'
E53	S 01°30'37" E	14.55'
E54	S 01°30'37" E	14.55'
E55	S 01°30'37" E	14.55'
E56	S 01°30'37" E	14.55'
E57	S 01°30'37" E	14.55'
E58	S 01°30'37" E	14.55'
E59	S 01°30'37" E	14.55'
E60	S 01°30'37" E	14.55'
E61	S 01°30'37" E	14.55'
E62	S 01°30'37" E	14.55'
E63	S 01°30'37" E	14.55'
E64	S 01°30'37" E	14.55'
E65	S 01°30'37" E	14.55'
E66	S 01°30'37" E	14.55'
E67	S 01°30'37" E	14.55'
E68	S 01°30'37" E	14.55'
E69	S 01°30'37" E	14.55'
E70	S 01°30'37" E	14.55'
E71	S 01°30'37" E	14.55'
E72	S 01°30'37" E	14.55'
E73	S 01°30'37" E	14.55'
E74	S 01°30'37" E	14.55'
E75	S 01°30'37" E	14.55'
E76	S 01°30'37" E	14.55'
E77	S 01°30'37" E	14.55'
E78	S 01°30'37" E	14.55'
E79	S 01°30'37" E	14.55'
E80	S 01°30'37" E	14.55'
E81	S 01°30'37" E	14.55'
E82	S 01°30'37" E	14.55'
E83	S 01°30'37" E	14.55'
E84	S 01°30'37" E	14.55'
E85	S 01°30'37" E	14.55'
E86	S 01°30'37" E	14.55'
E87	S 01°30'37" E	14.55'
E88	S 01°30'37" E	14.55'
E89	S 01°30'37" E	14.55'
E90	S 01°30'37" E	14.55'
E91	S 01°30'37" E	14.55'
E92	S 01°30'37" E	14.55'
E93	S 01°30'37" E	14.55'
E94	S 01°30'37" E	14.55'
E95	S 01°30'37" E	14.55'
E96	S 01°30'37" E	14.55'
E97	S 01°30'37" E	14.55'
E98	S 01°30'37" E	14.55'
E99	S 01°30'37" E	14.55'
E100	S 01°30'37" E	14.55'



VICINITY MAP  
SCALE 1"=200'



**OWNERS DEDICATION & CERTIFICATION**

We, Habitat for Humanity of Washington County Inc., the Deeds and Easement Owners of the property shown and described herein hereby adopt this Easement Plan establishing the easements, and other interests, in and to the property shown and described herein, for the purposes and uses stated herein. We, the undersigned, are the owners of the property shown and described herein, and we are dedicating the easements, and other interests, in and to the property shown and described herein, for the purposes and uses stated herein. We, the undersigned, are the owners of the property shown and described herein, and we are dedicating the easements, and other interests, in and to the property shown and described herein, for the purposes and uses stated herein.

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024

**GENERAL NOTES**

1. This is a plat of a proposed easement, and it is not a deed. It is subject to the terms and conditions of the deed of gift to Habitat for Humanity of Washington County Inc.
2. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
3. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
4. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
5. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
6. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
7. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
8. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
9. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.
10. The easement is for the purpose of providing a pedestrian path for the use of the property shown and described herein.

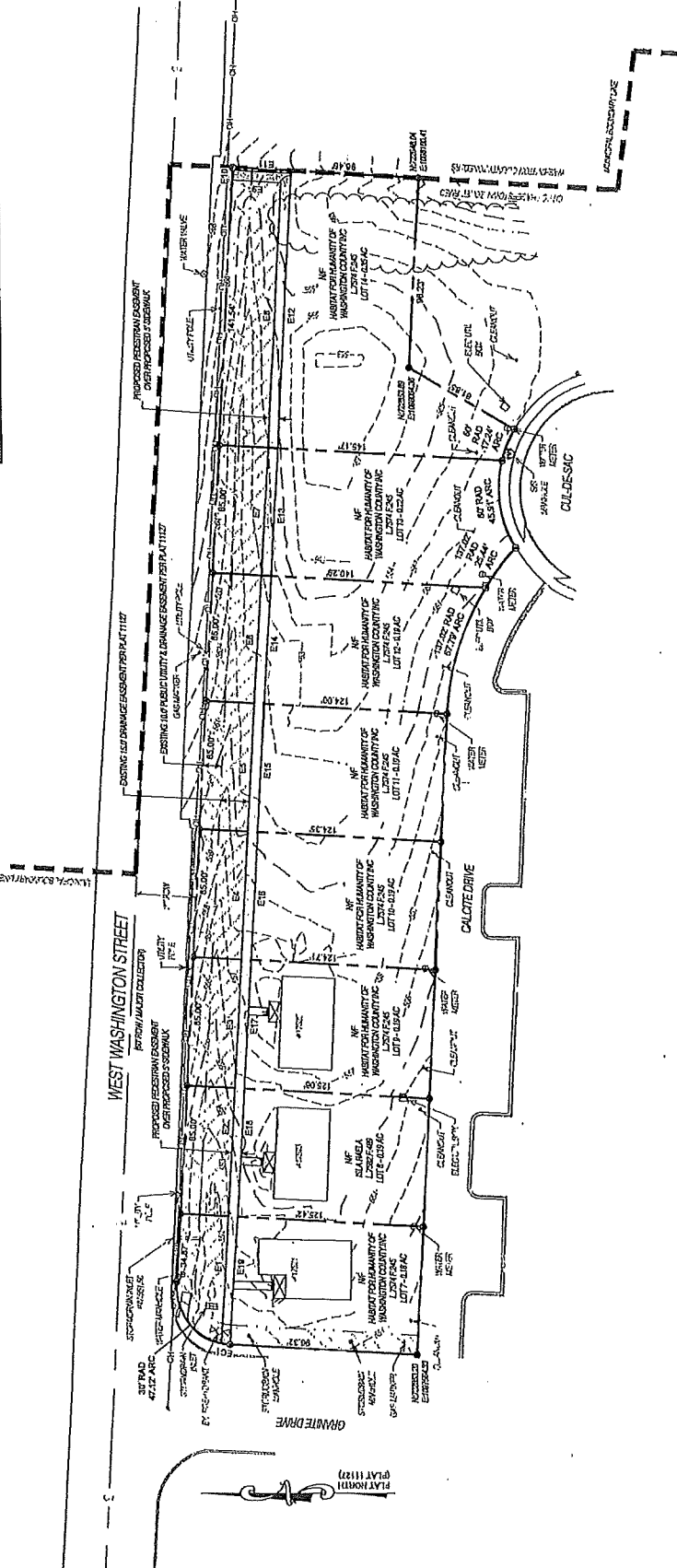
**PROFESSIONAL LAND SURVEYOR**

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024

*[Signature]*  
Date: 10/1/2024



MISC PLAT NO. 1089  
DATE 3/4/25  
WASHINGTON COUNTY

OWNER:  
HABITAT FOR HUMANITY OF WASHINGTON COUNTY INC  
107 CHARLES STREET  
HAGSTOWN MD 21740

DEED:  
HABITAT FOR HUMANITY OF WASHINGTON COUNTY INC  
107 CHARLES STREET  
HAGSTOWN MD 21740



**MCCLEARY HILL SIDEWALK  
PEDESTRIAN EASEMENT PLAT**

WASHINGTON COUNTY, THE CITY OF HAGSTOWN

1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 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2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 2682, 2683, 2684, 2685, 2686, 2687, 2688, 2689, 2690, 2691, 2692, 2693, 2694, 2695, 2696, 2697, 2698, 2699, 2700, 2701, 2702, 2703, 2704, 2705, 2706, 2707, 2708, 2709, 2710, 2711, 2712, 2713, 2714, 2715, 2716, 2717, 2718, 2719, 2720, 2721, 2722, 2723, 2724, 2725, 2726, 2727, 2728, 2729, 2730, 2731, 2732, 2733, 2734, 2735, 2736, 2737, 2738, 2739, 2740, 2741, 2742, 2743, 2744, 2745, 2746, 2747, 2748, 2749, 2750, 2751, 2752, 2753, 2754, 2755, 2756, 2757, 2758, 2759, 2760, 2761, 2762, 2763, 2764, 2765, 2766, 2767, 2768, 2769, 2770, 2771, 2772, 2773, 2774, 2775, 2776, 2777, 2778, 2779, 2780, 2781, 2782, 2783, 2784, 2785, 2786, 2787, 2788, 2789, 2790, 2791, 2792, 2793, 2794, 2795, 2796, 2797, 2798, 2799, 2800, 2801, 2802, 2803, 2804, 2805, 2806, 2807, 2808, 2809, 2810, 2811, 2812, 2813, 2814, 2815, 2816, 2817, 2818, 2819, 2820, 2821, 2822, 2823, 2824, 2825, 2826, 2827, 2828, 2829, 2830, 2831, 2832, 2833, 2834, 2835, 283

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

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**Topic:**

Approval of a Resolution: 2025 Summer Camp Program

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_and\_Resolution\_-\_2025\_Summer\_Camp\_Program.pdf

**Description**

Motion: Summer Camp  
2025

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

**DATE:** March 25, 2024

**TOPIC:** **APPROVAL OF A RESOLUTION: 2025 SUMMER CAMP PROGRAM**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

**MOTION:** I hereby move for the approval of a resolution to authorize the execution of contracts with the Boys and Girls Club; Girls, Inc.; Hagerstown YMCA; and the Robert W. Johnson Community Center to operate summer play camps for the 2025 season. Funding amounts for each camp shall be as follows:

Boys & Girls Club	Nineteen Thousand Five Hundred Dollars (\$19,500.00)
Girls, Inc.	Twenty-Two Thousand Dollars (\$22,000.00)
Hagerstown YMCA	Eighteen Thousand Five Hundred Dollars (\$18,500.00)
Robert W. Johnson Community Center	Fifteen Thousand Dollars (\$15,000.00)

DATE OF INTRODUCTION:	MARCH 25, 2025
DATE OF PASSAGE:	MARCH 25, 2025
EFFECTIVE DATE:	MARCH 25, 2025

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE  
PROVISION OF SUMMER CAMP PROGRAMMING BETWEEN  
THE CITY OF HAGERSTOWN AND**

- (1) THE BOYS AND GIRLS CLUB OF WASHINGTON COUNTY;  
(2) GIRLS, INC. OF WASHINGTON COUNTY (“GIRLS. INC”);  
(3) THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF HAGERSTOWN,  
MARYLAND, INC. (“HAGERSTOWN YMCA”); AND  
(4) ROBERT W. JOHNSON COMMUNITY CENTER, INC.**

**RECITALS**

**WHEREAS**, The City of Hagerstown, Maryland has previously provided funding for certain summer play camp activities held within the corporate limits of the City of Hagerstown; and

**WHEREAS**, The Boys and Girls Club of Washington County has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at the Jim Deaner Center, Frederick Manor, Elgin Station, the Fletcher Center, Wheaton Park and Potterfield Pool; and

**WHEREAS**, Girls, Inc. has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at 626 Washington Avenue, Hager Park, City Park, University Plaza and Potterfield Pool; and

**WHEREAS**, the Hagerstown YMCA has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at Pangborn Park and Staley Pool; and

**WHEREAS**, the Robert W. Johnson Community Center, Inc. has requested the opportunity to conduct summer play camp operations during the 2025 summer season at its location at Wheaton Park and Staley Pool; and

**WHEREAS**, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to support all four (4) programs;

**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 aforementioned recitals are incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and Girls Club of Washington County, a copy of which is attached hereto and incorporated herein by reference.



3. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Girls. Inc. of Washington County, a copy of which is attached hereto and incorporated herein by reference.

4. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and The Boys and The Young Men's Christian Association of Hagerstown, Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference.

5. That the Mayor be and is hereby authorized to execute and deliver the Contract For The Provision Of Summer Camp Programming Between the City of Hagerstown and Robert W. Johnson Community Center, Inc, a copy of which is attached hereto and incorporated herein by reference.

6. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: March 25, 2025  
Date of Passage: March 25, 2025  
Effective Date: March 25, 2025

PREPARED BY:  
Salvatore & Morton, LLC, City Attorney

**CONTRACT  
FOR THE PROVISION OF  
Summer Camp Programming**

**Between**

**THE CITY OF HAGERSTOWN**

**AND**

**THE BOYS & GIRLS CLUB OF WASHINGTON COUNTY, INC.**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Hagerstown, and The Boys & Girls Club of Washington County, Inc. hereinafter "Contractor".

1. **Work Effort.** Contractor hereby agrees to provide the services described and defined in the program proposal submitted by Contractor which is attached hereto and incorporated herein by reference.
2. **Purpose of Contract.** The purpose of this Contract is to provide four (4) summer play camp sites at the Jim Deaner Center, Frederick Manor, Elgin Station and Fletcher Center locations and various City parks. The programs will be conducted Monday-Friday, **June 23 – August 8, 2025**. It is proposed that two hundred ten (210) children (ages 6-18) will be served. A program fee will be charged to those that can afford it, and there are scholarship subsidies available.
3. **Contract Period.** This Contract shall commence as of **June 23, 2025, and shall terminate on August 8, 2025**. Any renewal of this Contract is subject to available funding and performance by Contractor satisfactory to the City of Hagerstown.
4. **Compensation and Invoicing.**
  - A. For the provision of services described above, Contractor shall be compensated monthly as specified under Section 5.
  - B. Contractor shall invoice the City of Hagerstown on a monthly basis for work satisfactorily completed and costs actually incurred. Each invoice must include a description of the number of participants receiving services, and the services performed and costs incurred on a daily or "fee for service" type basis, for the period covered by the invoice. Contractor's invoices shall be sent to: City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave., Hagerstown, MD 21740, will be reviewed and verified for work accomplished as set forth in the statement of work and when certified as acceptable, will be forwarded to the Accounting Department for payment.

- C. In the event of dispute, the City of Hagerstown reserves the right to withhold payment of the disputed amount until such time as the dispute is resolved, the deficient work corrected, or settlement is achieved through other means.

5. **Consideration, Payment, and Performance:**

- A. **Billing.** Contractor shall bill monthly based upon the actual expenditures incurred during the preceding month in accordance with the approved expenditures set forth in the Budget. All Summer Camp programming forms prepared by the City of Hagerstown must be completed by the Contractor in accordance with the required information and accompany the monthly invoices. Monthly invoices must be received by the City of Hagerstown, Parks & Recreation Division, by the 10<sup>th</sup> day of the month following the month for which the invoice is submitted. The Contractor may receive, upon request, an initial drawdown in an amount not to exceed 5% of the funding award, which shall be applied against monthly invoices. Once invoices of actual expenditures exceed the initial drawdown, payments will be made. The maximum sum which Contractor may receive under this Contract for both sites is **\$19,500.00**, the total sum of the funding award.
- B. **Payment to Contractor.** Payment to the Contractor pursuant to this Contract in excess of any drawdown shall be due and payable within thirty (30) days after receipt by the City of Hagerstown of a proper invoice from the Contractor.
- C. **Unauthorized Expenditures.** Contractor's unauthorized expenditures shall be the sole and exclusive responsibility of the Contractor. Unauthorized expenditures include but are not necessarily limited to:
- 1) those which cause total expenditures to exceed the amount of the approved budget;
  - 2) unbudgeted expenditures;
  - 3) those which differ from the approved budgeted amount; and
  - 4) those which are at variance with an explicit provision of this Contract.
- D. **Reconciliation.** Reconciliation is a fiscal resolution of the Contract pending audit, usually conducted at the termination of the Contract period and at the end of the City of Hagerstown's fiscal year. Reconciliation is based upon reported expenditures and income, subject to correction by the City of Hagerstown. Reconciliation will be conducted in accordance with the terms of the Contract. Based on the review of the final report, any funds due to the City of Hagerstown or the Contractor are due at the conclusion of the reconciliation. Any funds not expended or appropriately retained within the fiscal year must be refunded to the City of Hagerstown.

It is understood and agreed that the City of Hagerstown, its officials, agents, servants, and employees, shall not be responsible for the financial records of the Contractor and shall not be liable for any acts or omissions of the Contractor, its subcontractors, agents, or assignees committed in connection therewith.

- E. Audit. The Contractor agrees that the City of Hagerstown and/or its authorized representatives for a period of five (5) years after complete performance or earlier termination of this Contract shall have access to and the right to audit all documents pertaining to the operation of the Contractor's Summer Camp Program.
6. **Budget Modification.** The Contractor may request a budget modification to reallocate the existing budget at any time prior to the expiration of the Contract. A modification does not affect the amount of the award but may affect the amount available for other services. The Contractor must submit a request to the City of Hagerstown Parks & Recreation Division for budget modification:
- 1) Whenever a change would affect any of the following controlled line items reported on the approved budget:
    - a) total salaries, consultant, and/or fringe costs increased by 5% of the budgeted amount
    - b) equipment increases over the budgeted amount; and
    - c) purchase of service increases over the budgeted amount and/or renovation or remodeling increases over the budgeted amount;
  - 2) Whenever a new estimate of third-party income (including fee collections) is over or under the previous estimate of incomes by 5%; or
  - 3) To purchase additional items or substitute items that were not included in the approved budget.

A request for budget modification must be submitted for approval to the Parks & Recreation Division in writing with supporting documentation.

7. **Program Modifications.** No program changes will be authorized without the written approval of the City of Hagerstown and the Contractor. Properly authorized program modifications will become an addendum to this Contract. The City of Hagerstown hereby designates the Director of Public Works to approve or disapprove any program modifications pertaining to a change to a personnel position listed on the approved budget, including a salary reduction or increase, a change which affects the project scope such as a change in target population or services to be provided, or a change in the dates of the program duration.
8. **Equipment.** All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years which is purchased with funds received under this Contract ("Capital Equipment"), shall be the property of the City of Hagerstown and shall be conspicuously labeled by Contractor immediately after its purchase as "Property of the City of Hagerstown, Maryland." Within ten (10) days of the termination or expiration of this Contract, including any renewal period, Contractor shall furnish the City of Hagerstown with a written inventory of all Capital Equipment acquired under this Contract. If the City of Hagerstown does not take physical possession of an item of Capital

Equipment after the date of termination or expiration of this Contract, including any renewal period, that item of Capital Equipment shall automatically become the property of Contractor at the end of that twelve-month period.

9. **Program Evaluation Contract and Reporting.** The Contractor will be evaluated bi-monthly by the Director of Public Works. Bi-monthly program reports submitted by the Contractor will be included in the bi-monthly evaluation. Both the Contractor and the Parks & Recreation Division will maintain copies of the evaluation reports.
10. **Meetings.** When requested by the Director of Public Works, selected Contractor personnel shall attend meetings, conferences and presentations with the City of Hagerstown staff, public agencies, private organizations and others concerned with this project.
11. **Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel needed to perform the services required to be performed by it under this Contract.
12. **Conflict of Interest.**
  - A. No official or employee of the City of Hagerstown, who exercises any functions or responsibilities in reviewing or approving the award or performance of this Contract during his/her tenure or one year thereafter shall have any personal interest, direct or indirect, apart from official duties, in this Contract or the proceeds thereof.
  - B. Contractor covenants that neither it nor any of its employees has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
13. **Execution of Contract.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.
14. **Ownership and Dissemination of Information.** During the term of this Contract and thereafter, Contractor shall not release any information related to the services or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the City of Hagerstown, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the City of Hagerstown.
15. **Sanctions upon Improper Acts.** If Contractor, or any of its officers, partners, principals, or agents, or if any employee of Contractor acting with Contractor's acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract



may be terminated at the option of the City of Hagerstown. In the event of a conviction occurring after the expiration or termination of this Contract, Contractor shall be liable for the refund of all fees or profit paid under the Contract which is directly related to the criminal conduct.

16. **Miscellaneous Provisions.**

- A. Applicable law. The interpretation, performance, and enforcement of this Contract shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws provisions.
- B. Amendments and Waivers. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract is superseded by this Contract. Any amendment, Program Modifications, or Budget Modifications to this Contract must be made in writing and signed by both parties, subject to any additional approvals required by State law.

No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action or inaction of a party.

- C. Non-Discrimination in Employment. Contractor affirms and agrees that in relation to employment and personnel practices, it does not and shall not discriminate on the basis of race, age, religion, color, national origin, gender, sexual orientation, marital status, or physical or mental disability (except for such disability which reasonably precludes the performance of such employment). Contractor will take affirmative action to ensure that employees are hired and treated during employment without regard to said factors.

In addition, Contractor further certifies that it now complies and will continue to comply with all federal, state and local laws and regulations pertaining to equal employment opportunity and equal employment practices.

- D. Contingent Fee Prohibition. Contractor warrants that it has not employed or retained any person, or entity, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, or entity, any fee or any other consideration contingent on the making of this Contract.
- E. Non-Availability of Funding. If the City of Hagerstown fails to provide funds or if funds are not otherwise made available for the performance of this Contract, this Contract shall be cancelled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of this Contract will be to discharge both Contractor and the City of Hagerstown from future performance of the Contract, but not from their rights and obligations existing at the date of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The City of Hagerstown shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract.

- F. Termination for Cause. If Contractor fails to perform any of its obligation under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the City of Hagerstown may terminate this Contract upon thirty (30) days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. The City of Hagerstown shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of such a termination notice.
- G. Retention of Records. Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the City of Hagerstown hereunder and shall make them available for inspection at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (CFR), Part 420, Contractor shall retain until the expiration of five (5) years after the services are furnished under this Contract such books, documents, and records as required by those regulations. This provision shall survive the termination of this Contract, by expiration or otherwise.
- H. Compliance with Laws. Contractor hereby represents and warrants that it shall comply with all federal, state and local laws, regulations, policies and ordinances applicable to its activities and obligations under this Contract, including but not limited to the Americans with Disabilities Act of 1990, Public Law 101-336, as amended; and that it shall obtain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

Contractor further agrees to comply with all federal, state, and local laws, regulations, policies and ordinances as are applicable subsequent to the termination of this Contract, by expiration or otherwise, including those specifically related to confidentiality of records and information and to retention of records. Contractor understands, acknowledges and agrees that this provision shall survive the termination of this Contract, by expiration and otherwise.

- I. Liability for Lost Data. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of Contractor, the Contractor shall be solely responsible for recreating such lost data or records.
- J. Subcontracting/Assignment. Contractor may not subcontract or assign any portion of its services to be provided under this Contract without prior written approval of the City of Hagerstown.
- K. Indemnification/Non-Liability. Contractor shall save and hold harmless and indemnify the City of Hagerstown against any liability and shall pay all judgments rendered against it for any and all loss or damage of whatever kind and nature, and for any suits, actions, or claims of any character arising from or as a consequence of the performance of Contractor under this Contract, up to the amount for which the City of Hagerstown is found liable under the Local Government Tort Claims Act, MD Courts and Judicial

Proceedings Code Ann., Sections 5-301, *et. seq.* Contractor shall notify the City of Hagerstown within five (5) days of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations or performance under the Contract and, in addition to the other obligations set out in this Article, shall cooperate, assist, and consult with the City of Hagerstown in the defense or investigation of any claim, suit, or action made or filed against the City of Hagerstown as a result of or relating to Contractor's performance under this Contract.

Contractor shall maintain general liability insurance in a minimum amount of one million dollars per occurrence, two million dollars in the aggregate, naming the City of Hagerstown as an additional insured. Contractor shall also keep in place a commercially reasonable policy of Worker's Compensation Insurance. Contractor shall provide certificates of said insurance to the City of Hagerstown prior to the commencement of this Contract.

- L. Criminal Background Investigation. Contractor shall be responsible for completing criminal background investigations of all staff and volunteers providing service under this Contract, as mandated by law. Contractor shall maintain approved copies of reports of these background investigations in its personnel files and will also be responsible for complying with Family Law Article, 5-550 through 5-558, Annotated Code of Maryland.

In any case where a criminal record is reported, Contractor shall (1) notify the City of Hagerstown by the next work day and (2) take immediate and appropriate action to protect the safety and welfare of the children served hereunder.

- M. Independent Contractor Status. Contractor is an independent contractor and neither Contractor nor its employees, agents, or representatives shall be considered employees, agents or representatives of the City of Hagerstown. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners or joint ventures, or an association of the City of Hagerstown and Contractor. From any amount due Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax shall be the responsibility of Contractor.
- N. Administration. The Director of Public Works for the Parks & Recreation Division will serve as Contract Monitor. The Contractor agrees to permit the Contract Monitor to inspect any and all records of children and families pertaining to this Contract.
- O. Data. The Contractor agrees to observe all state and federal laws and regulations as to the disclosure of information and records on children being served. Written permission must be obtained from the City of Hagerstown prior to use or disclosure of such information.

- P. Word Forms. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.
- Q. Paragraph Headings. Any heading utilized is so used for reference and convenience only and is not intended to define or limit the scope of any provision of this Contract nor affect the interpretation thereof.
- R. Party's Authority. The individual(s) executing this Contract on behalf of Contractor hereby covenant and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Contractor. Parks & Recreation is a Division of the City of Hagerstown and serves as its' agent for all purposes under this Contract.
- S. Recognition of Funding from City. Contractor shall acknowledge funding from the City of Hagerstown in all advertising, promotional materials, and signage.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by affixing hereon their respective seals and signatures of the proper officers. It is recognized by and between the parties that it is necessary for the City to pass a Resolution approving the execution of this Agreement and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Agreement is null and void and of no effect. Otherwise, this Agreement shall be effective on the date on which it is passed and becomes legally effective

Attest

City of Hagerstown

Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Organization Name (Contractor)

\_\_\_\_\_  
Officer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Officer Name (Printed)

\_\_\_\_\_  
Title



# CITY OF HAGERSTOWN, MARYLAND

## Public Works Department

[www.hagerstownmd.org](http://www.hagerstownmd.org)

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director Public Works

DATE: March 6, 2025

SUBJECT: 2025 Summer Camp Grant Program

### MAYOR AND COUNCIL ACTION REQUESTED

Approval of the funding amounts for the agencies listed below for the 2025 Summer Camp Program.

### DISCUSSION

For over 25 years, the City has provided supplemental funding to local agencies that provide recreation services for children of our community by providing summer play camps. In February of 2021, the City Council approved a new policy for awarding the grant funds (Policy PR-103). Potential camp organizations were contacted to submit their applications for review.

Staff reviewed the four (4) agency proposals and ranked them based on policy PR-103. The table below summarizes their requests and staff recommendations.

Agency	Parks Utilized	Est. Children to be Served	Camp Times	Ages of Children	Program Dates	2025 Fund Request	Proposed Funding Level
Boys & Girls Club	City Park, Staley Park Pool	210	8:00am – 4:00pm	6 – 18	6/23 – 8/08/2025	\$20,000	\$19,500
Girls, Inc.	Hager Park, City Park, Wheaton, Pangborn, Pool	150	7:30am – 5:30pm	6 – 18	6/23 – 8/08/2025	\$22,500	\$22,000
Hagerstown YMCA	Pangborn Park, Staley/Pool	400	9:00am – 3:00pm	6 – 12	6/16 – 8/15/2025	\$18,500	\$18,500
R W Johnson Community Center	Wheaton Park, Staley/Pool	50 – 70	8:00am- 4:30pm	6 – 12	6/23 – 8/15/2025	\$15,000	\$15,000
<b>Totals</b>						<b>\$76,000</b>	<b>\$75,000</b>

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  
25 East Franklin St.  
Hagerstown, MD 21740  
Ext. 479

**FINANCIAL IMPACT**

Funding for the camps is provided in the Recreation Division's operating budget. There is \$75,000 allocated annually in support of summer camps. This is a significant part of the Recreation Division's budget representing approximately 20% of all recreation dollars spent by the City.

Two of the four agencies will be fully funded per their request. The remaining two agencies will almost be fully funded only being short by \$500 each of their requested funding.

**RECOMMENDATION**

Individual contracts will be developed for each agency based on their specific needs and requested funding. A sample of one of those contracts is attached for your review. A resolution and motion document for agency funding will be provided for approval on Tuesday, March 25, 2025.

Att: Policy PR-103  
Summary of Agency Requests  
Sample Summer Camp Contract  
Summer Camp Motion Sheet  
Summer Camp Resolution

C: Parks and Recreation Staff  
Finance Staff  
Andrea Rueckerl



Agency	Camp Location	Parks Utilized	Utilize Potterfield Pool	# Children Serving 2025	# Children Served 2024	Camp Hours	Ages of Children	Dates of Program	2025 Requested Funds	2025 Staff Recommended Funding Level	2024 Requested Funds	2024 Staff Recommended Funding Level	2023 Requested Funds	2023 Staff Recommended Funding Level
Boys and Girls Club	Jim Deaner Ctr Frederick Manor Elgin Station Fletcher Ctr. Pa Ave.	City Park Staley/Pool	Yes	210	190	8AM - 4PM 8 hrs./day	6-18	6/23 - 08/08/2025 wks 7 no wk off	\$20,000	\$19,500	\$20,000	\$19,500	\$15,000	\$15,000
Girls, Inc.	626 Washington Ave.	Hager City Park Wheaton Pangborn Staley/Pool	Yes	150	126	7:30AM - 5:30PM 10 hrs./day	6-18	6/23 - 08/08/2025 wks 7 no wk off	\$22,500	\$22,000	\$22,500	\$22,000	\$22,500	\$18,000
Hagerstown YMCA	Pangborn Park	Pangborn Staley/Pool	Yes	45-50 per week 400 for camp duration	77 unique 342 total during camp	9AM - 3PM 6 hrs./day	6-12	6/16 - 08/15/2025 wks 8 off wk of July 4th	\$18,500	\$18,500	\$18,500	\$18,500	\$18,000	\$18,000
R W Johnson Community Center	Wheaton Park	Wheaton Park Staley/Pool	Yes	50-70	35-50	8AM - 4:30PM 8.5 hrs./day	6-12	6/23-08/15/2025 8 wks no wk off	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Totals									\$76,000	\$75,000	\$76,000	\$75,000		

**Policy Title: Summer Camp Grant Program**

**Policy and Procedure Number: PR-103**

**Mayor and Council Approval Date: February 23, 2021**

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**Program Overview:**

Summer camps are a great opportunity for kids to build life skills. Since the early 1990's, the purpose of the Hagerstown Summer Camp Grant Program ("Program") is to enroll children in summer camp where they can have a fun, safe and rewarding experience. The mission of the Program is as follows:

*Provide a safe, fun, supportive environment in which campers explore new, challenging and educational experiences, learn from positive role models, and have the opportunity to develop social, emotional and physical skills.*

Eligible camps must offer interesting, safe and engaging activities and educational opportunities.

Grants are intended to support the quality and affordability of licensed camps and provide access to those families most in need of the support. Funds are to be used for programming and not for capital expenditures.

Grant funds distributed will not exceed the amount in the City's Recreation Division annual budget. The City Attorney will develop contracts with the agencies for approval by City Council each year. This is a reimbursement program, and agencies must bill the City upon completion of the camp.

**Eligibility:**

In order to be eligible for a grant under the Program, summer camps must be operated by non-profit community-based organization registered as exempt from Federal Income Tax under Internal Revenue Service Code Section 501(c)(3). In addition, all organizations applying for funds must serve low to moderate-income areas located specifically and exclusively within Hagerstown city limits and must be licensed by the Maryland Department of Health.

Recipients of Grants must agree to use a portion of the funds awarded to provide camp scholarships to cover a portion or all of the cost of a summer camp experience.

Applicants may request a maximum of \$250 per child per session to cover the cost of a summer camp experience. Only one application per organization may be submitted.

**Application Procedures:**

To apply for funding under the Program, please submit a PDF of all required documents as an attachment:

1. **Cover Letter:** A one-page cover sheet including the following information: - Name, address, e-mail address, and telephone number of the organization. Include the executive director/CEO, contact person (if different) and a very brief description of proposed camp and the amount of funding requested.

2. **Narrative:** In no more than two typed pages, address the following:
- Description of the organization: mission, history, and goals of the camp.
  - Description of the camp including location, park to be used, number of campers, camp hours, programs offered, budget, matching funds and schedule.
  - Applicable information to address the “Selection Criteria” below
  - Organizational Attachments: Please attach the following items:
    - IRS 501(c)(3) determination letter
    - The most recent audited financial statement
    - Maryland Department of Health license

**Selection Criteria:**

Proposals will be evaluated based on the following criteria, listed by priority:

- (1) The applicant organization must demonstrate strong community support, organizational commitment and the current management team must demonstrate previous experience and ability to operate the camp;
- (2) Utilize a park or parks owned by the City of Hagerstown;
- (3) Methods to recruit City-resident children. Camps must be located in low and moderate-income neighborhoods to be considered;
- (4) The proposal should clearly state how many individual youth will be attending the proposed camp. Submit a full budget based upon realistic costs and a total request amount (based on no more than \$250 per camper per session). Requiring a *minimal* payment (\$10 per week or more) by each camper will strengthen the proposal;
- (5) Provide diverse activities including: sports, recreation, (such as hiking, swimming at Potterfield Pool, etc.), educational (STEM, literacy training) and field trip opportunities;
- (6) Program must run for a minimum of seven (7) full weeks (during the months of June-August), operate Monday thru Friday, for at least six (6) hours per weekday; and
- (7) Provide written plan of security and safety of play.

City staff will review the proposals and submit a recommendation to City Council for approval. Staff will recommend that the proposal receiving the highest score (based on the selection criteria above) will be funded first; second highest score funded second; and so on until the annual budget is exhausted.

*The City reserves the right to direct deviation from or make edits to this policy in whole or in part at any time.*

Approved By:

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Rodney Tissue, Director

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Date

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

---

**Topic:**

Approval of 2025 Fireworks Dates at Meritus Park

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Flying\_Boxcars\_Fireworks\_2025.pdf

**Description**

Motion: Flying Boxcars  
Fireworks 2025

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

**DATE:** March 25, 2025

**TOPIC:** Approval of Flying Boxcars Fireworks Schedule for 2025

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

**MOTION:** I hereby move that Mayor and Council approve ten (10) regular season fireworks shows after the Flying Boxcars games on the following dates:

- April 25th
- May 9th
- May 23<sup>rd</sup>
- June 6<sup>th</sup>
- June 20<sup>th</sup>
- July 18<sup>th</sup>
- August 8<sup>th</sup>
- August 22<sup>nd</sup>
- August 29<sup>th</sup>
- September 12<sup>th</sup>

Mayor & Council's approval will exempt these shows from the City of Hagerstown's Noise Ordinance under Section 155-5 of the Code of the City of Hagerstown on those dates.

DATE OF INTRODUCTION: 3/25/2025  
DATE OF APPROVAL: 3/25/2025  
EFFECTIVE DATE: 3/25/2025

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

---

**Topic:**

Appalachian Regional Commission (ARC) FY26 Project Funding Requests

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

ARC\_FY\_26\_Motion\_Sheet.docx

**Description**

ARC Grant Request



# **REQUIRED MOTION**

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

**DATE:** March 25, 2025

**TOPIC:** Appalachian Regional Commission (ARC) FY26 Project Funding Requests

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

**MOTION:** I hearby move that the Mayor and Council authorize the submission of the following projects to the County Commissioners for funding from the Fiscal Year 2026 Appalachian Regional Commission (ARC) Grant:

1. Phase II of the Hager House Museum Renovation (\$150,000)
2. Update of the City's Comprehensive Plan (\$100,000)

**DATE OF PASSAGE:** 03/25/25

**EFFECTIVE DATE:** 03/25/25

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

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**Topic:**

Approval of Invest Hagerstown Extension Request for MarketPlace, LLC

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

032525\_RS\_MarketPlace.pdf

**Description**

Approval of an Extension -  
Invest Hagerstown: 25-31  
W. Church Street -  
MarketPlace, LLC

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

**DATE:** March 25, 2025

**TOPIC:** **Approval of an Extension of the Invest Hagerstown: City Center  
Redevelopment Grant for 25-31 W. Church Street – MarketPlace, LLC**

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

**MOTION:**

I hereby move for the Mayor and City Council to approve an extension of the Invest Hagerstown City Center Redevelopment Grant for the redevelopment project 25-31 W. Church Street to April 1, 2026. The City’s original approval was on January 31, 2023, and this is the third and final extension to the date requested by the developer. If the April 1, 2026 deadline is not met, the grant shall be forfeited and staff shall send a termination letter.

DATE OF INTRODUCTION: 03/25/2025  
DATE OF PASSAGE: 03/25/2025  
EFFECTIVE DATE: 03/25/2025



# CITY OF HAGERSTOWN, MARYLAND

## Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: [DCED@Hagerstownmd.org](mailto:DCED@Hagerstownmd.org)

Telephone: 301.739.8577, Ext. 111 • Website: [www.hagerstownmd.org/DCED](http://www.hagerstownmd.org/DCED)

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: March 14, 2025

RE: Project Update and Deadlines – 25-31 W. Church Street – MarketPlace, LLC

At the March 18, 2025 Work Session, staff will provide a status update on the Invest Hagerstown redevelopment project located at 25-31 W. Church Street. The City approved an Invest Hagerstown City Center Grant of \$150,000 + a Partners in Economic Progress (PEP) Agreement for the redevelopment of the property to create a craft beverage manufacturing and entertainment space.

### Dates and Extensions

Item	Application/ Request Date	Approval Date	Requested/Projected Completion Date	Review Committee/MCC Deadline
Original Application	08/19/2022	01/31/2023	July 2023	12/31/2023
First Extension by Review Committee	10/11/2023	10/27/2023	"12-16 Months"	12/31/2024
Second Extension by Review Committee	11/14/2024	12/13/2024	03/31/2025	03/31/2025
Third Extension Request	02/18/2025	Under Consideration	04/01/2026	Under Consideration

The Review Committee seeks the Mayor and City Council's decision on the approval of a Third and Final Extension Request of April 1, 2026 for the City-Center Redevelopment Grant. This will be consistent with prior Review Committee and Mayor and City Council extensions for the Invest Hagerstown programs.

Attachments:

1. Draft Motion
2. 3<sup>rd</sup> Extension Request
3. 2<sup>nd</sup> Extension Approval Letter
4. 1<sup>st</sup> Extension Approval Letter

c:      Review Committee  
         Jill Thompson, Director of Community & Economic Development



# CITY OF HAGERSTOWN, MARYLAND

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## INVEST HAGERSTOWN/PARTNERS IN ECONOMIC PROGRESS (PEP) EXTENSION REQUEST FORM

### Incentive Program(s) Requiring Extension:

City Center Grant and Partners in Economic Progress

### Property Information:

Property Address: 25 W Church Street, Hagerstown, MD Zip: 21740

### Applicant Information:

Applicant's Name: David Blackmon

Applicant Company Name: MarketPlace LLC

Contact and Title: David Blackmon, Owner

Applicant/Company Mailing Address: 25 W Church Street Hagerstown, MD 21740

Applicant's Phone Number: 301-401-1273 Applicant's Email: davidblackmon1@aol.com

### Extension Details:

Reason for Extension: ☐ Change in Project Scope ☐ Project Complexity ☐ Supply Chain

☒ Contractor Challenges ☐ Forecasting Adjustments

☒ Other: Weather

Time Required to Complete the Project and Final Inspections: 9/30/2025

*Note: Any schedule beyond two years may require Mayor and City Council approval.*

Dates a Site Visit Can Take Place: Any date M-F between 12pm and 5pm

### List of Extenuating Circumstances:

At 13.3 inches Hagerstown has already received 72% of total snowfall it received in 2023 and 2024 (18.5 in) combined in only the first 6 weeks of 2025. This presents a huge challenge for all 3 projects left in our scope of work that all involve outdoor construction. Contractors were initially open to the idea of a winter project but as these storms have rolled in they have made it impossible to execute on. This is compounded by the fact that we only received access to the space previously occupied by the Fire Department in January, making an already tight window even more restricted. Our third extension request will give us enough of a window during warmer months to finish all projects in our grant application.



**Applicant Signature:**

*By signing below, I certify that the information above is true and correct, I agree to comply with the Invest Hagerstown/PEP program requirements and eligibility as described in the Program Guidelines, and I understand that failure to comply will result in termination of the Letter of Commitment.*

A handwritten signature in black ink, appearing to be 'ER' or similar, written over a horizontal line.

*Applicant's Signature*

2/18/2025

*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: [dcled@hagerstownmd.org](mailto:dcled@hagerstownmd.org)

## Chris Siemerling

---

**From:** David Blackmon <david@hubcitybrewery.com>  
**Sent:** Wednesday, March 5, 2025 2:42 PM  
**To:** Chris Siemerling  
**Subject:** Grant extention

Hello Chris,

I am writing to you to ask for an extension to the City Grant Program. I realize this is the last extension available, so we would like to request an extension until 1 April 2026. This will give us ample opportunity to finish our major projects without risk due to weather, absent contractors, etc.

Please let me know where we stand with this at your convenience. We realize that this needs to be presented to the Mayor and Council in the near future.

We are happy to provide any other information you may need.

Thanks much,  
David Blackmon  
Marketplace LLC  
Hub City Brewery  
Church Street Distilling

REVIEW COMMITTEE PROJECT CHANGE RECORD			
MarketPlace, LLC			
Programs	Invest Hagerstown City-Center Redevelopment Grant		
Record of Approvals and Extensions			
<u>Item</u>	<u>Review Committee Date</u>	<u>Requested/Projected Completion Date</u> <u>(Must be Received prior to Deadline</u> <u>Expiration)</u>	<u>Review Committee</u> <u>Deadline</u>
Original Application	9/30/2022	7/31/2023	12/31/2023
1st Extension (Request + 90 days)	10/27/2023	11/30/2024	12/1/2024
2nd Extension + Change of Scope (Request Date)	12/13/2024	3/31/2025	3/31/2025
3rd Extension (Mayor and City Council)	3/5/2025	04/01/2026	-









301-373-0815

www.hugobrewery.com

18-0472

811

NO  
LOITERING

NO  
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NO  
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ANY  
TIME





























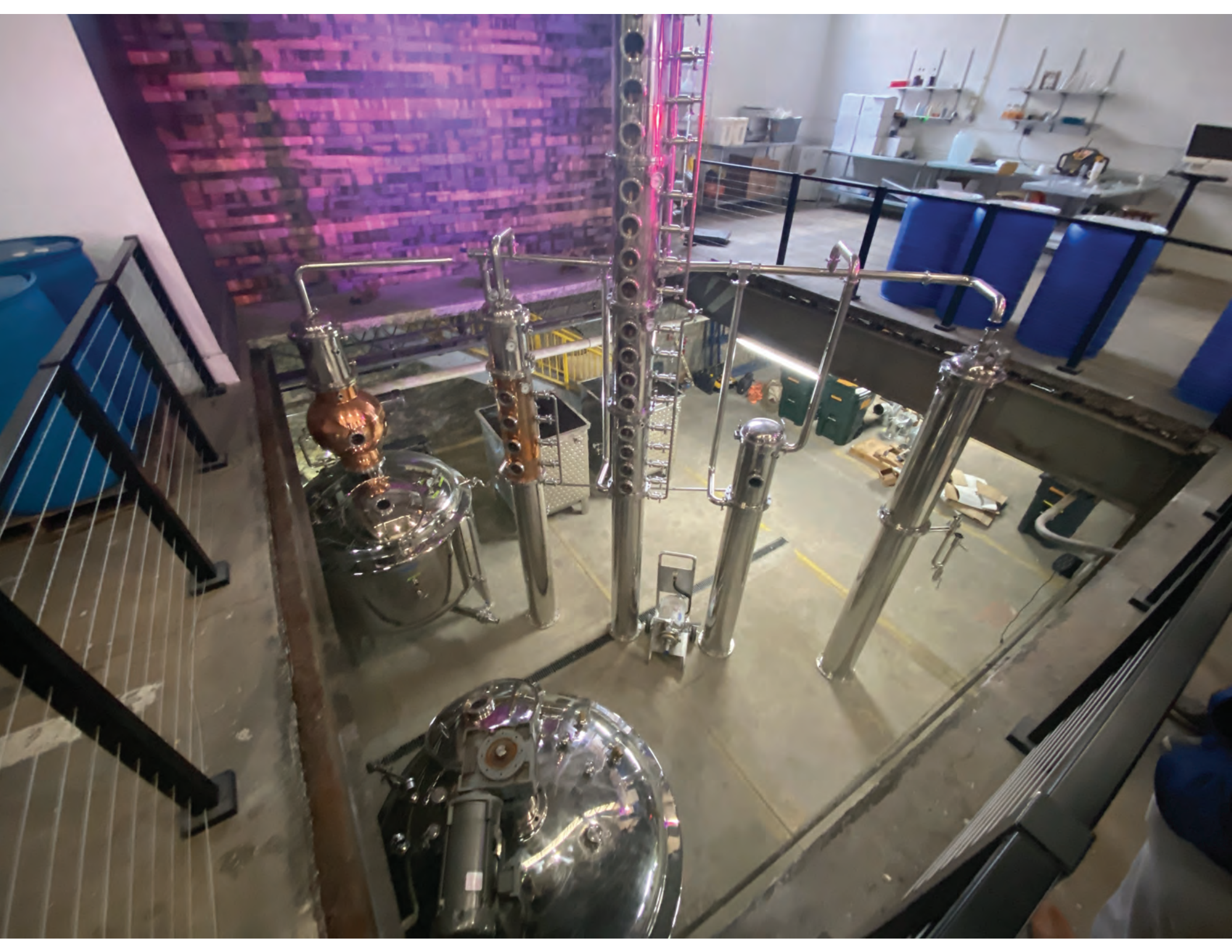
















# CITY OF HAGERSTOWN, MARYLAND

## Department of Community & Economic Development

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01/31/2023

10/27/2023 – Extension of Completion Date Deadline

12/13/2024 – Extension of Completion Date Deadline + Scope of Work Addition

Mr. David Blackmon  
MarketPlace LLC  
PO Box 112  
Brunswick, MD 21716  
301-401-1273

### RE: Invest Hagerstown: City Center Redevelopment Grant

Dear Mr. Blackmon,

We are pleased to inform you that your application for the Invest Hagerstown City Center Redevelopment Grant has been approved, and we are pleased to provide you with this Commitment Letter.

#### Grant Notice:

David Blackmon

MarketPlace, LLC

Property Address: 25-31 West Church Street

Grant Amount: Up to \$150,000

Minimum Required Match: Up to \$300,000

Total Grant and Minimum Required Match: Up to \$450,000 (Submitted receipts must total at least this amount.)

Total Project Costs: ~~\$446,971.85~~ **\$567,996.53**

Approval Date: 01/31/2023

Approval Status: ☐ Planned or ☒ In Progress

Receipt Date: Date on each receipt must be on or after: 11/02/2022

Completion Date/Receipt Submission Deadline Date: ~~12/31/2023~~; **Extension to 12/31/2024;**

**2<sup>nd</sup> Extension to 03/31/2025**

As a reminder, all policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached Guidelines, Application, Development Plan and Budget.
2. The applicant must complete the attached City of Hagerstown Vendor Forms. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
3. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
4. A project will have an Approval Status of either "Planned" or "In Progress." For projects approved as "Planned," the date on each receipt must be after the Approval Date. For projects approved as "In Progress," the date on each receipt must be within 90 days prior to the

Approval Date. The date on all receipts submitted must be after the "Receipt Date" shown above.

5. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
6. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
7. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. Funds will only be disbursed after staff have verified that all work in the Application and Development Plan is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.
9. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
10. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
11. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.

The City of Hagerstown believes your project will support the goals of the grant program, and will contribute to the City's economic development and community development efforts.

Congratulations on your grant award, and please contact our office at (301) 739-8577 ext. 111 or [DCED@hagerstownmd.org](mailto:DCED@hagerstownmd.org) if you have any questions about this approval.

Sincerely,



Christopher J. Siemerling  
Economic Development Specialist  
Department of Community & Economic Development  
City of Hagerstown

Attachments:

- City of Hagerstown Vendor Forms
- Program Guidelines
- Project Application
- Development Plan and Budget

c: DCED Review Committee





# CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

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## INVEST HAGERSTOWN/PARTNERS IN ECONOMIC PROGRESS (PEP) EXTENSION REQUEST FORM

### Incentive Program(s) Requiring Extension:

City Center Grant and Partners in Economic Progress

### Property Information:

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### Applicant Information:

Applicant's Name: David Blackmon

Applicant Company Name: MarketPlace LLC

Contact and Title: Owner

Applicant/Company Mailing Address: 25 W Church Street, Hagerstown, MD 21740

Applicant's Phone Number: 301-401-1272 Applicant's Email: davidblackmon1@aol.com

### Extension Details:

Reason for Extension: ☒ Change in Project Scope ☒ Project Complexity ☐ Supply Chain  
☐ Contractor Challenges ☐ Forecasting Adjustments  
☐ Other: \_\_\_\_\_

Time Required to Complete the Project and Final Inspections: 03/31/2025

*Note: Any schedule beyond two years may require Mayor and City Council approval.*

Dates a Site Visit Can Take Place: 12/01/2024

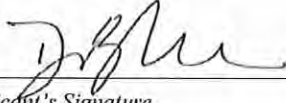
### List of Extenuating Circumstances:

Unplanned life safety improvements were presented to us during a CO pre-inspection  
causing us to prioritize these improvements ahead of opening and pushing back the  
roofing and fencing projects.

Change of scope on several quotes from contractors are attached for review.

**Applicant Signature:**

*By signing below, I certify that the information above is true and correct, I agree to comply with the Invest Hagerstown/PEP program requirements and eligibility as described in the Program Guidelines, and I understand that failure to comply will result in termination of the Letter of Commitment.*



*Applicant's Signature*

11/14/2024

*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: [dcled@hagerstownmd.org](mailto:dcled@hagerstownmd.org)

REVIEW COMMITTEE PROJECT CHANGE RECORD			
MarketPlace LLC	25-31 W. Church Street		
Programs	Invest Hagerstown City Center Redevelopment Grant		
Record of Approvals and Extensions			
<u>Item</u>	<u>Review Committee Date</u>	<u>Requested/Projected Completion Date</u> <u>(Must be Received prior to Deadline</u> <u>Expiration)</u>	<u>Review Committee</u> <u>Deadline</u>
Original Application	9/30/2022	7/31/2023	12/31/2023
1st Extension (Request + 90 days)	10/27/2023	11/30/2024	12/1/2024
2nd Extension + Change of Scope (Request Date)	12/13/2024	3/31/2025	3/31/2025

## PROPOSED REVISED SCOPE OF WORK

The change of scope highlighting in this updated application for MarketPlace LLC are as follows:

- Remove concrete as needed for drains and electrical
- Build out two sections of 22ft cabinet and concrete counter tops
- Framed build out of 12 x 24 rectangle bar with concrete counter top
- Supply all fixtures, pipe, fittings for completion of the taproom bar and food service areas
- Installation of evaporator, compressor, and chiller unit for the walk in refrigerator
- Demo, removal, and disposal of concrete from previous structures including the previous office space, floor in distillery area for viewing of new still and installation of new gravel and concrete for the new foundation of the brewhouse
- Drilling of production, bathroom, bar and food service area for plumbing and electrical installation
- Installation of new concrete rebar, truss, and mortar sand
- New bathroom separating wall build, install, drywall, and installation of exterior wall wood
- Installation of distillery railing system
- Construction and installation of electrical panel isolation wall
- Brewhouse flooring installation and painting
- Walk-In Fridge wall, door, and ceiling installation
- Stage build out and installation and sound system set up
- Demo of existing bathroom
- Lighting installation for all ceiling lighting in taproom and production areas
- Build and install of distillery knee wall
- Painting of taproom and production areas
- Pilot and Main Still installation
- Restroom tiling and drywall installation
- Granite for bar installation
- Glycol system fill and install and glycol track installation for brewhouse and tap lines
- Brewhouse knee wall construction and installation
- Shelving installation for bar and taproom
- Building and repair of seats and tables for taproom
- Build and install of food service area bar
- Production area duct installation



Original Quotes/Scope of Work					
Eligible/Ineligible Breakdown - Marketplace LLC (25 W. Church Street)					
Date	Contractor Name	Service	Eligible Cost	Ineligible Cost	Notes
12/29/2021	Regional Fire Protection	Fire Suppression	\$ -	\$ 33,500.00	Previously pulled out for Fire Suppression Grant - Since Forfeited.
9/29/2022	Regional Fire Protection	Fire Suppression	\$ -	\$ 23,500.00	Previously pulled out for Fire Suppression Grant - Since Forfeited.
7/11/2022	Pro Chiller Systems	10BBL Chiller System	\$ 29,320.00	\$ -	
8/25/2022	Brown's Plumbing	Plumbing	\$ 49,900.00	\$ -	
9/1/2022	Long Fence	Fencing	\$ 48,245.00	\$ -	Average between two quotes based on material to be chosen at a later date.
9/8/2022	D.L. Gower Electric LLC	Electric	\$ 9,995.00	\$ -	
9/10/2022	MT Airy Glass & Door Service Inc.	Windows	\$ 61,560.00	\$ -	
9/12/2022	PJ's Roofing	Roofing	\$ 121,000.00	\$ -	
12/1/2022	Tommy Welsh	Concrete	\$ 34,300.00	\$ -	
12/15/2022	ACR Services, INC	HVAC	\$ 92,651.85	\$ -	
TOTAL			\$ 446,971.85	\$ 57,000.00	

New/Revised Quotes/Scope of Work					
Eligible/Ineligible Breakdown - Marketplace LLC (25 W. Church Street)					
Quote/ Invoice Date	Contractor	Service	Eligible Amount	Ineligible Amount	Notes
12/1/2022	Jon Bruley	General Labor	\$ 300.00	\$ -	
3/1/2023	Jon Bruley	General Labor	\$ 362.50	\$ -	
4/1/2023	Jon Bruley	General Labor	\$ 462.50	\$ -	
6/1/2023	Jon Bruley	General Labor	\$ 1,681.25	\$ -	
7/1/2023	Jon Bruley	General Labor	\$ 950.00	\$ -	
8/1/2023	Jon Bruley	General Labor	\$ 1,012.50	\$ -	Previously part of ARPA Restaurant Ready Grant Scope of Work - Since Forfeited.
10/1/2023	Blackmon Construction	Building of the bar area	\$ 61,710.00	\$ -	Jeff Blackmon - related to applicant.
10/1/2023	Jon Bruley	General Labor	\$ 1,481.53	\$ -	No financial interest in the project or vice-versa.
11/1/2023	Jon Bruley	General Labor	\$ 2,795.78	\$ -	
12/1/2023	Jon Bruley	General Labor	\$ 842.34	\$ -	

1/1/2024	Jon Bruley	General Labor	\$	400.00	\$	-	
2/1/2024	Jon Bruley	General Labor	\$	2,200.26	\$	-	
3/1/2024	Jon Bruley	General Labor	\$	1,787.50	\$	-	
4/1/2024	Jon Bruley	General Labor	\$	1,642.68	\$	150.00	Keg Cleaning is not an eligible expense
6/1/2024	Jon Bruley	General Labor	\$	2,675.00	\$	-	
7/1/2024	Jon Bruley	General Labor	\$	1,962.50	\$	87.50	Chair/Stool Repair is not an eligible expense
8/1/2024	Jon Bruley	General Labor	\$	1,185.56	\$	237.50	Table repair is not an eligible expense
9/1/2024	Jon Bruley	General Labor	\$	1,093.75	\$	-	
9/27/2024	ACR Services, INC	HVAC	\$	21,839.03	\$	-	Additional scope of work for walk-in cooler.
10/1/2024	Jon Bruley	General Labor	\$	2,650.00	\$	-	
11/14/2024	Brown's Plumbing	Plumbing	\$	11,990.00	\$	-	Additional plumbing scope of work for taproom bar and fixture hookups.
SUBTOTAL			\$	121,024.68	\$	475.00	

## TOTAL

Previous Total

\$ 567,996.53  
\$ 446,971.85

## Change

\$ 121,024.68

Additional work for the project.  
Developer mentioned possible cost savings in other areas and wanted to ensure these are included as the project scope.

Blackmon Construction			
131 Harrowgate Drive			
Carmel, IN 46033			
Jeff Blackmon - Owner			
505-401-4907			
		10/1/2023	
	Market Place LLC		
	25 West Church Street		
	Hagerstown, MD 21740		
	<b>Work to be preformed on Main Level</b>		
	remove concrete as needed for drains and electrical		
	add electrical and plumbing as needed		
	build out two sections of 22 feet of cabinet and concrete counter tops		
	concrete surface to be finished by owner		
	<b>Labor Total</b>	\$ 19,700.00	
	<b>Materials</b>		
	Cabinets	\$ 9,600.00	
	concrete counter tops	\$ 4,700.00	
	electrical and plumbing materials	\$ 400.00	
	counter top supplies (concrete and forms)	\$ 1,200.00	
	<b>Material Total</b>	\$ 15,900.00	
	<b>Work to be preformed</b>		
	framed build out of 12 x 24 rectangle bar with concete counter top		
	finished of counter top to be supplied by owner		
	<b>Labor Total</b>	\$ 16,400.00	
	<b>Materials</b>		
	counter top supplies (concrete and forms)	\$ 1,200.00	
	40 2X6X10	\$ 360.00	
	8 sheet 1/2 in OSB	\$ 300.00	
	box of framing nails	\$ 100.00	
	box of ring shank nails	\$ 100.00	
	2 tube of plywood adhesive	\$ 50.00	
	18 24 in cabinet base and supplies	\$ 7,200.00	
	electric and plumbing supplies	\$ 400.00	
	<b>Material Total</b>	\$ 9,710.00	
	<b>Invoice Total</b>	\$61,710.00	



11/15/24, 4:05 PM

AOL Mail - Fwd: Proposal

## Fwd: Proposal

From: FREDERIC BROWN (mbbrown8546@comcast.net)  
To: davidblackmon1@aol.com; david@smoketownbrewing.com  
Cc: triggersnap@gmail.com  
Date: Thursday, November 14, 2024 at 4:15 PM EDT

Smoketown Brewery  
[Davidblackmon1@aol.com](mailto:Davidblackmon1@aol.com)

Job  
Market place LLC  
25 west church street  
Hagerstown md 21740

### Scope of work

1. Supply all fixtures, pipe, and fittings for the completion of plumbing for the taproom bar consisting of 1 hand sink, 2 three well sinks, glass washer, water supply for taps, and 3 floor drains.
2. Supply all fixtures, pipe, and fittings for the completion of plumbing for the food serving areas including 2 three well sinks, 2 floor drains, and 2 back wall water faucets.

All the work listed above for the sum of 11990.00

### TO BE PAID AS FOLLOWS:

AT BEGINNING OF JOB	\$0.00
AT CLOSE IN:	\$0.00
AT FINAL:	\$11,990.00

SUBMITTED BY:  
Brown's Plumbing, Inc.

ACCEPTED BY:  
DATE:



ACR Services, Inc.  
4014-I Mountville Road  
Jefferson, Maryland 21755  
301-620-9400

## Estimate

Date	Estimate #
9/27/2024	8767533

Name / Address
Hub City Brewery P.O. Box 442 Hagerstown, MD 21740

Description	Qty	Rate	Total
Walk-in Cooler - 2 Systems  ACR Services proposes to install the following new equipment: (Quantity 2) TRENTON ESP+ EVAPORATOR M/T MULTIREF 115V (Quantity 2) TRENTON SCROLL CONDENSING UNIT H/T 2HP MULTIREF 208-230/3  Installation includes 5 year compressor and 1 year parts and labor warranty - Each System Compressor comes with 1 year OEM Warranty and 4-year Extended Exchange Warranty. ***The compressor exchange agreement is good for only ONE compressor exchange during the agreement period (after the OEM warranty expiration).***  Customer is responsible for any high voltage wiring that may be necessary for installation.  ***This quote does NOT include the costs of any permits that may be necessary.		21,839.03	21,839.03
Signed proposal & 50% deposit is required before equipment can be ordered.		<b>Total</b>	\$21,839.03

Discount When Paid by Check N/A

Fax #	E-mail
301-473-9035	acr4014@gmail.com

Signature

Date

*[Handwritten Signature]*  
11-6-24



Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Dec 2022

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2401

**Project**

MarketPlace Build Out

**Due date**

1/31/2023

Description	Qty	Unit price	Total price
12/5 Building clean out and removal of debris	12	\$25.00	\$300.00
			\$0.00
			\$0.00
			\$0.00

Notes:

Subtotal

**\$300.00**

Adjustments

**\$300.00**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed March 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2409

**Project**

MarketPlace Build Out

**Due date**

4/1/2023

Description		Qty	Unit price	Total price
3/16	Demo/Removal of Dead lines from previous kiosks	8	\$25.00	\$200.00
3/23	Demo/Removal of Dead lines from previous kiosks	6.5	\$25.00	\$162.50
				\$0.00
				\$0.00
				\$0.00
Notes:			Subtotal	\$362.50
			Adjustments	
				<b>\$362.50</b>

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed April 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2411

**Project**

MarketPlace Build Out

**Due date**

5/5/2023

Description	Qty	Unit price	Total price
4/19 Ground floor demo	6.5	\$25.00	\$162.50
4/20 Removal and dump of rubble from floor demo	8	\$25.00	\$200.00
4/26 Ground floor dust and debris fine clean	4	\$25.00	\$100.00
			\$0.00
			\$0.00

Notes:

Subtotal \$462.50  
Adjustments

**\$462.50**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed June 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2414

**Project**

MarketPlace Build Out

**Due date**

7/1/2023

**Description**

**Qty**

**Unit price**

**Total price**

5/31	Concrete demo of east facing floor ramp	7	\$25.00	\$175.00
6/5	Concrete demo of east facing floor ramp	9.25	\$25.00	\$231.25
6/12	Gravel Pick Up	8	\$25.00	\$200.00
6/13	Gravel fill into pour site	8	\$25.00	\$200.00
6/14	East Wall Concrete Pour and Fill In	9.5	\$25.00	\$237.50
6/15	East Wall Concrete Pour and Fill In	9.5	\$25.00	\$237.50
6/19	Old Wood/Drywall Demo	8.5	\$25.00	\$212.50
6/20	Area Clean Up and Dump/Desposal Trips	7.5	\$25.00	\$187.50

\$0.00

Notes:

Subtotal

\$1,681.25

Adjustments

**\$1,681.25**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed July 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2415

**Project**

MarketPlace Build Out

**Due date**

8/1/2023

Description		Qty	Unit price	Total price
6/26	Office Wall Demo	7	\$25.00	\$175.00
6/30	Office Demo Clean Up	5	\$25.00	\$125.00
7/1	Demo Debris Dump/Deposal	1	\$25.00	\$25.00
7/10	Ramp Concrete Fill	7	\$25.00	\$175.00
7/11	Drilling for Electrical Install	4	\$25.00	\$100.00
7/12	Concrete Knee Wall Demo	7	\$25.00	\$175.00
7/13	Concrete Knee Wall Demo and Clean Up	7	\$25.00	\$175.00
Notes:			Subtotal	\$950.00

Adjustments

**\$950.00**



Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed August 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2417

**Project**

MarketPlace Build Out

**Due date**

9/10/2023

**Description**

**Qty**

**Unit price**

**Total price**

7/25	Rebar Install	9	\$25.00	\$225.00
8/9	Laid Truss and Mortar Sand	6	\$25.00	\$150.00
8/15	Concrete Excavation and Transport	10	\$25.00	\$250.00
8/23	New Concrete Wall Install	8	\$25.00	\$200.00
8/28	Concrete Wall Detail and Clean Up	7.5	\$25.00	\$187.50

Notes:

Subtotal

\$1,012.50

Adjustments

**\$1,012.50**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Oct 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2420

**Project**

MarketPlace Build Out

**Due date**

11/1/2023

Description	Qty	Unit price	Total price
10/10 Stone Unload	5.5	\$25.00	\$137.50
10/11 Pre-Plumbing Demo	8	\$25.00	\$200.00
10/12 Pre-Plumbing Demo	8	\$25.00	\$200.00
10/13 1" Stone Lay	7	\$25.00	\$175.00
10/16 Demo Clean Up and Detail	2	\$25.00	\$50.00
10/18 Distillery Boiler Install	6.5	\$25.00	\$162.50
10/18 Material- Home Depot	1	\$73.44	\$73.44
10/19 Debris Dump/Deposal	4	\$25.00	\$100.00
10/20 Material- Ace	1	\$20.59	\$20.59
10/24 Installation of Distillery Interior Railing System	7	\$25.00	\$175.00
10/25 Installation of Distillery Interior Railing System	7.5	\$25.00	\$187.50

Notes:

Subtotal **\$1,481.53**

Adjustments

**\$1,481.53**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed November 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2421

**Project**

MarketPlace Build Out

**Due date**

12/10/2023

**Description**

**Qty**

**Unit price**

**Total price**

11/2	Rebar and Poly Unload	7	\$25.00	\$175.00
11/6	Taproom Speaker Install	3.5	\$25.00	\$87.50
11/7	Rebar Install	7.5	\$128.15	\$961.13
11/8	Electrical Panel Isolation Wall Framing	8.5	\$25.00	\$212.50
11/9	Electrical Panel Isolation Wall Framing	8.5	\$25.00	\$212.50
11/10	Electrical Panel Isolation Wall Drywall	4.25	\$25.00	\$106.25
11/10	Materials- Home Depot	1	\$40.90	\$40.90
11/14	Wooden Fence Install	7	\$25.00	\$175.00
11/15	Wooden Fence Install	9	\$25.00	\$225.00
11/16	Brewhouse Clean and Painting of Floors and Walls	7.5	\$25.00	\$187.50
11/30	Brewhouse Unload and Load In	7.5	\$25.00	\$187.50
12/1	Painting Existing Bathroom	8	\$25.00	\$200.00
12/2	Distillery Lamp Mount and Install	1	\$25.00	\$25.00

Notes:

Subtotal **\$2,795.78**

Adjustments

**\$2,795.78**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed December 2023

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2422

**Project**

MarketPlace Build Out

**Due date**

1/1/2024

Description	Qty	Unit price	Total price
12/8 Walk-In Install	9.25	\$25.00	\$231.25
12/11 Walk-In Install	8.5	\$25.00	\$212.50
12/11 Materials- Home Depot	1	\$128.15	\$128.15
12/11 Materials- Home Depot	1	\$20.44	\$20.44
12/20 Main Distillery Still Unload	8	\$25.00	\$200.00
12/21 Walk-In Final Touches and Caulking	2	\$25.00	\$50.00

Notes:

Subtotal **\$842.34**

Adjustments

**\$842.34**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Jan 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2425

**Project**

MarketPlace Build Out

**Due date**

2/10/2024

**Description**

**Qty**

**Unit price**

**Total price**

1/25 Stage Build Out and Install

9

\$25.00

\$225.00

1/26 Sound System Set Up

7

\$25.00

\$175.00

\$0.00

Notes:

Subtotal

\$400.00

Adjustments

**\$400.00**



Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Feb 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2426

**Project**

MarketPlace Build Out

**Due date**

3/20/2024

Description	Qty	Unit price	Total price
02/01 Distillery Pre-Plumbing Demo	7	\$25.00	\$175.00
02/02 Distillery Pre-Plumbing Demo	7.5	\$25.00	\$187.50
2/12 Distillery Pre-Electrical Demo	8	\$25.00	\$200.00
2/14 Distillery Pre-Electrical Demo	5	\$25.00	\$125.00
2/16 Existing Bathroom Demo	7.5	\$25.00	\$187.50
2/19 Existing Bathroom Demo	8	\$25.00	\$200.00
2/21 Existing Bathroom Demo	6.5	\$25.00	\$162.50
2/28 Debris dump and Clean Up	9.5	\$25.00	\$237.50
2/29 Mounting Electrical Stringing	7.5	\$25.00	\$187.50
3/1 Distillery Light Fixture (Lamps) Build	6	\$25.00	\$150.00
3/5 Distillery Light Fixture (Chandelier) Build	7	\$25.00	\$175.00
3/6 Materials- Ferguson	1	\$12.76	\$12.76
3/6 Light Fixture Hanging	8	\$25.00	\$200.00

Notes:

Subtotal **\$2,200.26**

Adjustments

**\$2,200.26**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed March 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2428

**Project**

MarketPlace Build Out

**Due date**

4/10/2024

**Description**

**Qty**

**Unit price**

**Total price**

3/11 Distillery Production Knee Wall Build

8.25

\$25.00

\$206.25

3/12 Distillery Knee Wall Install

6.25

\$25.00

\$156.25

3/13 Distillery Knee Wall Install

4.5

\$25.00

\$112.50

3/15 Distillery Wall Framing

5.5

\$25.00

\$137.50

3/18 Distillery Drywall Install

8

\$25.00

\$200.00

3/19 Distillery Painting

10.5

\$25.00

\$262.50

3/20 Distillery Painting

8.5

\$25.00

\$212.50

3/21 Distillery Concrete Cutting for Plumbing

7.5

\$25.00

\$187.50

3/28 Distillery Pilot Still Install

6

\$25.00

\$150.00

3/29 Internet and Printer Install

6.5

\$25.00

\$162.50

Notes:

Subtotal

\$1,787.50

Adjustments

**\$1,787.50**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed April 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2429

**Project**

MarketPlace Build Out

**Due date**

5/10/2024

Description	Qty	Unit price	Total price
4/5 Keg Pick Up and Unload	7.5	\$25.00	\$187.50
4/15 Keg Washer Install	6.5	\$25.00	\$162.50
4/16 Restroom Tiling	7.5	\$25.00	\$187.50
4/17 Restroom Tiling	7.5	\$25.00	\$187.50
4/18 Materials- Home Depot	1	\$61.43	\$61.43
4/18 Restroom Framing	4.25	\$25.00	\$106.25
4/25 Restroom Framing	7.5	\$25.00	\$187.50
4/26 Restroom Drywall Install	8	\$25.00	\$200.00
4/30 Restroom Drywall Install	7	\$25.00	\$175.00
5/1 Restroom Drywall Install	7.5	\$25.00	\$187.50
5/1 Keg Cleaning	6	\$25.00	\$150.00

Notes:

Subtotal

\$1,792.68

Adjustments

**\$1,792.68**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed June 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2433

**Project**

MarketPlace Build Out

**Due date**

7/1/2024

Description	Qty	Unit price	Total price
5/6 Camera Mounting and Install	8.5	\$25.00	\$212.50
5/8 Bar Layout Install	8.5	\$25.00	\$212.50
5/10 Bar Layout Install	6.25	\$25.00	\$156.25
6/3 Granite Unload and Sizing	6.75	\$25.00	\$168.75
6/4 Granite Install	6.25	\$25.00	\$156.25
6/5 Granite Install	7	\$25.00	\$175.00
6/6 Glycol Unit Install and Fill	8	\$25.00	\$200.00
6/11 Glycol Track Build and Install	8	\$25.00	\$200.00
6/12 Lumber Pick Up and Sizing	7.5	\$25.00	\$187.50
6/13 Concrete Floor mounts and Molly Install	7	\$25.00	\$175.00
6/14 Production Area Knee Wall Build	7.5	\$25.00	\$187.50
6/17 Production Area Knee Wall Build	8	\$25.00	\$200.00
6/18 Knee Wall Install	8.5	\$25.00	\$212.50
6/18 Debris Dump Reimbursement	1	\$100.00	\$100.00
6/19 Knee Wall Stain and Poly Application	5.25	\$25.00	\$131.25

Notes:

Subtotal

\$2,675.00

Adjustments

**\$2,675.00**



Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed July 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2435

**Project**

MarketPlace Build Out

**Due date**

8/15/2024

Description	Qty	Unit price	Total price
7/1 Shelving Construction	7.5	\$25.00	\$187.50
7/3 Shelving Construction	5	\$25.00	\$125.00
7/11 Shelving Construction	9.5	\$25.00	\$237.50
7/12 Shelving Construction	6.75	\$25.00	\$168.75
7/17 Shelving Installation	7.25	\$25.00	\$181.25
7/18 Shelving Installation	8.5	\$25.00	\$212.50
7/29 Bar Clean Out and Final Shelving Mount	7.5	\$25.00	\$187.50
7/30 Brewhouse Unload and Placement	8	\$25.00	\$200.00
7/31 Brewhouse Mount and Seal	6	\$25.00	\$150.00
8/6 Brewhouse Temp Reader Install and Test	8.5	\$25.00	\$212.50
8/7 Chair and Stool Repair	3.5	\$25.00	\$87.50
8/9 Brewhouse Glycol Track Install	4	\$25.00	\$100.00

Notes:

Subtotal \$2,050.00

Adjustments

**\$2,050.00**



Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed August 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2436

**Project**

MarketPlace Build Out

**Due date**

9/1/2024

**Description**

**Qty**

**Unit price**

**Total price**

8/9 Materials- Lowes

1

\$150.05

\$150.05

8/9 Materials- Lowes

1

\$177.17

\$177.17

8/16 Window Install

7

\$25.00

\$175.00

8/19 Window Install

9

\$25.00

\$225.00

8/20 Window Caulking

8.25

\$25.00

\$206.25

8/20 Materials- Lowes

1

\$33.80

\$33.80

8/20 Materials- Home Depot

1

\$18.29

\$18.29

8/21 Table Repair and Repaint

9.5

\$25.00

\$237.50

8/23 Bar Tap Drilling and Mounting

8

\$25.00

\$200.00

Notes:

Subtotal

\$1,423.06

Adjustments

**\$1,423.06**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Sept 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2437

**Project**

MarketPlace Build Out

**Due date**

10/1/2024

Description	Qty	Unit price	Total price
9/3 Cut concrete for kiosk plumbing/electrical	6.5	\$25.00	\$162.50
9/4 Food kiosk build	7	\$25.00	\$175.00
9/6 Food kiosk build	6.5	\$25.00	\$162.50
9/11 Food kiosk build	7	\$25.00	\$175.00
9/12 Food kiosk install	7.75	\$25.00	\$193.75
9/13 Food Kiosk Electrical Stringing From Basement	9	\$25.00	\$225.00

Notes:

Subtotal **\$1,093.75**

Adjustments

**\$1,093.75**

Jon Bruley

3216 SIGLER RD  
JEFFERSON MD 21755

# Invoice

Work Performed Oct 2024

**Invoice for**

MarketPlace LLC  
25 W. Church Street  
Hagerstown, MD 21740

**Payable to**

Jon Bruley

**Invoice #**

2438

**Project**

MarketPlace Build Out

**Due date**

11/10/2024

Date	Description	Qty	Unit price	Total price
10/02	Painting	7.5	\$25.00	\$187.50
10/03	Painting	7	\$25.00	\$175.00
10/04	Painting	6.5	\$25.00	\$162.50
10/08	Exhaust fan repair	7	\$25.00	\$175.00
10/09	Exhaust fan install	8	\$25.00	\$200.00
10/10	Window Install	7	\$25.00	\$175.00
10/17	Duct installation	8	\$25.00	\$200.00
10/18	Duct installation	6.5	\$25.00	\$162.50
10/21	Cut concrete for bar plumbing	7.25	\$25.00	\$181.25
10/22	Cut concrete for bathroom plumbing	7.25	\$25.00	\$181.25
10/23	Debris dump run	5	\$25.00	\$125.00
10/24	Constructed rail	8.5	\$25.00	\$212.50
10/28	Constructed rail	8	\$25.00	\$200.00
10/29	Ran beer lines	9.5	\$25.00	\$237.50
10/30	Ran beer lines and hooked up to taps	3	\$25.00	\$75.00
Notes:			Subtotal	\$2,650.00
			Adjustments	
				<b>\$2,650.00</b>





# CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: [DCED@Hagerstownmd.org](mailto:DCED@Hagerstownmd.org)

Telephone: 301.739.8577, Ext. 111 • Website: [www.hagerstownmd.org/DCED](http://www.hagerstownmd.org/DCED)

01/31/2023

10/27/2023 – Extension of Completion Date Deadline

Mr. David Blackmon  
MarketPlace LLC  
PO Box 112  
Brunswick, MD 21716  
301-401-1273

**RE: Invest Hagerstown: City Center Redevelopment Grant**

Dear Mr. Blackmon,

We are pleased to inform you that your application for the Invest Hagerstown City Center Redevelopment Grant has been approved, and we are pleased to provide you this Commitment Letter.

**Grant Notice:**

David Blackmon

MarketPlace, LLC

Property Address: 25-31 West Church Street

Grant Amount: Up to \$150,000

Minimum Required Match: Up to \$300,000

Total Grant and Minimum Required Match: Up to \$450,000 (Submitted receipts must total at least this amount.)

Total Project Costs: \$446,971.85

Approval Date: 01/31/2023

Approval Status: ☐ Planned or ☒ In Progress

Receipt Date: Date on each receipt must be on or after: 11/02/2022

Completion Date/Receipt Submission Deadline Date: ~~12/31/2023~~; Extension to 12/31/2024

As a reminder, all policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached Guidelines, Application, Development Plan and Budget.
2. The applicant must complete the attached City of Hagerstown Vendor Forms. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
3. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
4. A project will have an Approval Status of either "Planned" or "In Progress." For projects approved as "Planned," the date on each receipt must be after the Approval Date. For projects approved as "In Progress," the date on each receipt must be within 90 days prior to the Approval Date. The date on all receipts submitted must be after the "Receipt Date" shown above.
5. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.

6. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
7. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. Funds will only be disbursed after staff have verified that all work in the Application and Development Plan is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.
9. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
10. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
11. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.

The City of Hagerstown believes your project will support the goals of the grant program, and will contribute to the City's economic development and community development efforts.

Congratulations on your grant award, and please contact our office at (301) 739-8577 ext. 111 or [DCED@hagerstownmd.org](mailto:DCED@hagerstownmd.org) if you have any questions about this approval.

Sincerely,



Christopher J. Siemerling  
Economic Development Specialist  
Department of Community & Economic Development  
City of Hagerstown

Attachments:

- City of Hagerstown Vendor Forms
- Program Guidelines
- Project Application
- Development Plan and Budget

c: DCED Review Committee





# CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development  
14 N. Polomac Street • Suite 200A • Hagerstown, MD 21740

Email: [DCED@Hagerstownmd.org](mailto:DCED@Hagerstownmd.org)  
Telephone: 301.739.0577, Ext. 111 • Website: [www.hagerstownmd.org/DCED](http://www.hagerstownmd.org/DCED)

## INVEST HAGERSTOWN/PARTNERS IN ECONOMIC PROGRESS (PEP) EXTENSION REQUEST FORM

### Incentive Program(s) Requiring Extension:

Invest Hagerstown City-Center Grant + Partners in Economic Progress

### Property Information:

Property Address: 25 W. Church St., Hagerstown, MD Zip: 21740

### Applicant Information:

Applicant's Name: David Blackmon

Applicant Company Name: Marketplace LLC

Contact and Title: David Blackmon Owner

Applicant/Company Mailing Address: 203 Washington St. Frederick MD 21701

Applicant's Phone Number: 301 401 1273 Applicant's Email: davidblackmon1@gmail.com

### Extension Details:

Reason for Extension: ☐ Change in Project Scope ☐ Project Complexity ☒ Supply Chain

☒ Contractor Challenges ☐ Forecasting Adjustments

☒ Other: State loan delays

Time Required to Complete the Project and Final Inspections: 12-16 months

Note: Any schedule beyond two years may require Mayor and City Council approval.

Dates a Site Visit Can Take Place: Open

### List of Extenuating Circumstances:

Contractor access is very limited.  
Neighborhood Businessworks Loan Program from the  
State of Maryland is hedging into a full year  
of process. Could take six more months to fund.

**Applicant Signature:**

*By signing below, I certify that the information above is true and correct, I agree to comply with the Invest Hagerstown/PEP program requirements and eligibility as described in the Program Guidelines, and I understand that failure to comply will result in termination of the Letter of Commitment.*

*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: [dcdd@hagerstownmd.org](mailto:dcdd@hagerstownmd.org)





# CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740

Email: [DCED@Hagerstownmd.org](mailto:DCED@Hagerstownmd.org)

Telephone: 301.739.8577, Ext. 111 • Website: [www.hagerstownmd.org/DCED](http://www.hagerstownmd.org/DCED)

01/31/2023

Mr. David Blackmon  
MarketPlace LLC  
PO Box 112  
Brunswick, MD 21716  
301-401-1273

**RE: Invest Hagerstown: City Center Redevelopment Grant**

Dear Mr. Blackmon,

We are pleased to inform you that your application for the Invest Hagerstown City Center Redevelopment Grant has been approved, and we are pleased to provide you this Commitment Letter.

**Grant Notice:**

**David Blackmon**

**MarketPlace, LLC**

**Property Address: 25-31 West Church Street**

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**Minimum Required Match: Up to \$300,000**

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**Total Project Costs: \$446,971.85**

**Approval Date: 01/31/2023**

**Approval Status: ☐ Planned or ☒ In Progress**

**Receipt Date: Date on each receipt must be on or after: 11/02/2022**

**Completion Date/Receipt Submission Deadline Date: 12/31/2023**

As a reminder, the all policies and guidelines of the grant program apply, and they include the following:

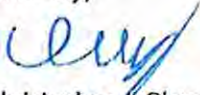
1. Applicant must complete project consistent with the attached Guidelines, Application, Development Plan and Budget.
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9. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.

10. The City has the right to terminate the grant commitment and reallocate the funds if not used by the "Completion Deadline Date" shown above.

The City of Hagerstown believes your project will support the goals of the grant program, and will contribute to the City's economic development and community development efforts.

Congratulations on your grant award, and please contact our office at (301) 739-8577 ext. 111 or [DCED@hagerstownmd.org](mailto:DCED@hagerstownmd.org) if you have any questions about this approval.

Sincerely,



Christopher J. Slernerling  
Economic Development Specialist  
Department of Community & Economic Development  
City of Hagerstown

Attachments:

- City of Hagerstown Vendor Forms
- Program Guidelines
- Project Application
- Development Plan and Budget

c: DCED Review Committee

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

---

**Topic:**

Approval of the Contract for Submittable Holdings, Inc. for the Establishment of a Grant Management Portal for City Incentive Programs

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

032525\_RS\_GrantsManagementRFP.pdf

**Description**

Award of Contract to Submittable Holdings, Inc. for the Establishment of a Grant Management Portal for City Incentive Programs.



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

**DATE:** March 25, 2025

**TOPIC:** Award of Contract to Submittable Holdings, Inc. for the Establishment of a Grants Management Portal for City Incentive Programs

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

**MOTION:**

I hereby move for the Mayor and City Council to approve a contract with Submittable Holdings, Inc. for \$54,947 over a three year period as outlined in the attached consent form.

DATE OF INTRODUCTION: 03/25/2025  
DATE OF PASSAGE: 03/25/2025  
EFFECTIVE DATE: 03/25/2025

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC 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.
X	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

Doug Reaser Digitally signed by Doug Reaser  
Date: 2025.03.06 08:53:45 -05'00'

Signature / Date

Jill F. Thompson Digitally signed by Jill F. Thompson  
Date: 2025.03.06 08:56:29 -05'00'

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Approve - Vendor will need set up in Munis (TF will send forms to vendor)

Tyler French Digitally signed by Tyler French  
Date: 2025.03.10 14:54:58 -04'00'

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Approve - the software licensing costs will span multiple fiscal years. Funding is included in FY25 budget and anticipated to remain in future years' budget. *Michelle Raper* 3/11/25

Signature / Date

**(4) City Administrator**

COMMENTS

Recommend Approval

*Scott Threanow* 3/13/25

Signature / Date



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: March 14, 2025

RE: Recommended Grants Management Portal for City Incentive Programs

---

Staff will attend the March 18, 2025 Work Session of the Mayor and City Council to review the recommended grant management platform and chosen vendor for the establishment of a grants management portal to be used by the Department to receive and process grant applications electronically.

Staff is recommending the proposal submitted by Submittable as the chosen vendor and platform. The price proposal submitted of \$54,947 over a three-year term can be found under the attached Consent Form.

Staff recommend this vendor for the following reasons:

- Lowest cost proposal among all qualified bidders while meeting specifications, terms, and conditions outlined in the Request for Proposals (RFP);
- Streamlined application management that simplifies the process of collecting, reviewing, and managing applications for grants, funding, and Department programs;
- Customizable and scalable platform that can be tailored to Department needs, and flexibility in form creation, review processes, and reporting;
- Real-time tracking of applications, automated workflows, and team collaboration features.

For additional background, attached is the RFP for the project which outlines the scope of services expected for the project.

The Department was very fortunate to receive the amount and quality of responses to the Request for Proposals. The proposals received were evaluated using the required features specified in the RFP, price, and intuitiveness for use.

Funding for the project will come from the Department of Community & Economic Development (DCED)'s budgeted Computer Software & Supplies Line Item.

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#### Proposals Received

- 8 proposals were received
- Proposals were reviewed and narrowed to 3 for presentation interviews, review of price proposals, and review of comparable platforms developed for other communities.
- Proposals were narrowed to 1 for recommendation

#### Attachments:

1. Required Motion
2. Consent Form
3. Submittable RFP Price Proposal
4. RFP Response
5. Request for Proposals Document

c: Jill Thompson, Director of Department of Community and Economic Development  
Doug Reaser, Economic Development Manager  
Paul Fulk, Neighborhood Services Manager  
Dave Gordon, Applications and Project Manager  
Michelle Hepburn, Chief Financial Officer  
Tyler French, Procurement Administrator



Proprietary and Confidential. No disclosure to a third party is permitted without Submittable's prior written consent.

**Notes:**  
- Further information and solutioning required for certain requirements. Line items denoted with \* are purely estimates based on stated assumptions.

Description	Year 1	Year 2	Year 3	Total	Notes/Clarifications
A. Licensing/Software as a Service Costs (see table C for inclusions with license)					
- Professional Plan Software Licensing Fee (List Price)	\$ 24,999	\$ 24,999	\$ 24,999	\$ 74,997	Included as standard with Submittable software license, one subscription/office
- Cloud Hosting and Back-up	\$ -	\$ -	\$ -	\$ -	Included
- Storage	\$ -	\$ -	\$ -	\$ -	Included as standard with Submittable software license
- Software Maintenance Fees	\$ -	\$ -	\$ -	\$ -	Submittable does not charge maintenance fees and platform upgrades do not cause outage or have cost implications
- New Program/Project Fees	\$ -	\$ -	\$ -	\$ -	
Total Licensing/SaaS Costs (List Price)	\$ 24,999	\$ 24,999	\$ 24,999	\$ 74,997	
Discounted Price for Hagerstown	\$ 14,999	\$ 14,999	\$ 14,999	\$ 44,997	
B. Vendor Implementation, Support, Training, and Project Management Costs (One Time Cost)					
Implementation Professional Services					
- Premium Implementation (List Price)	\$ 17,500	\$ -	\$ -	\$ 17,500	
- Project Management & Planning		\$ -	\$ -	\$ -	
- Change Management		\$ -	\$ -	\$ -	
- Training and Documentation	\$ -	\$ -	\$ -	\$ -	
- Imports/Exports from legacy systems		\$ -	\$ -	\$ -	
Support Services					
- Submittable Gold Support	\$ -	\$ -	\$ -	\$ -	Included as standard with professional plan license, 12 HR SLA
Total Vendor Implementation Costs (List Cost)	\$ 17,500	\$ -	\$ -	\$ 17,500	
Discounted Price for Hagerstown	\$ 9,950			\$ 9,950	
C. Professional License Inclusions					
Application Intake, Review, Award, and Reporting					
- Drag & Drop FormBuilder					Included as standard with professional plan license
- Custom Branded Application Portal					Included as standard with professional plan license
- SSO / MFA Functionality					Included as standard with professional plan license
- Automated Eligibility Quiz/Checks for Grant Programs					Included as standard with professional plan license
- Multi-Round, Customizable Application Review Workflow					Included as standard with professional plan license
- Grant agreement integration eSignature services					Included as standard with professional plan license
- Email and Platform messaging directly from Submittable (for both applicants as well as internal/external team members)					Included as standard with professional plan license
- Funds Tracking Dashboard					Included as standard with professional plan license
- Advanced & Impact Reporting Dashboards					Included as standard with professional plan license
- Scheduled Follow Up Forms & Project Close Out					Included as standard with professional plan license
- Realtime Application Collaboration					Included as standard with professional plan license
- 52 file type uploads (upto 10gbs/file)					Included as standard with professional plan license
- 150 backend users (reviewers & admin staff)					Included as standard with professional plan license
- 1000 annual applications					Included as standard with professional plan license
D. Integrations - Optional (Not included in total price)					
- API Access & Zapier integration access	\$ -	\$ -	\$ -	\$ -	Free access to our API and documentation with additional pre-built capabilities through Zapier marketplace
Constant Contact Integration (not included in total pricing)	\$ 15,000	\$ -	\$ -	\$ 15,000	requires additional scoping for detailed plan and timeline.
Outlook Integration	\$ -	\$ -	\$ -	\$ -	requires additional scoping for detailed plan and timeline.
F. Total Vendor Costs By Year					
	\$ 24,949	\$ 14,999	\$ 14,999	\$ 54,947	Includes totals from table A & B. Does not include optional integration fees expenses from table D.

# Submittable

---

**CITY OF HAGERSTOWN**  
GRANT MANAGEMENT PORTAL  
PROPOSAL NO. P1834.25

**TJ Goble**

Enterprise Account Executive- Government

[tj@submittable.com](mailto:tj@submittable.com)

408.621.3856

# Submittable

City of Hagerstown  
Finance Department  
1 East Franklin Street, 4th Floor  
Hagerstown Md 21740  
Attn: Tyler French

Ms. French,

Submittable Holdings, Inc. (Submittable) values the opportunity to present our proposal to become the City of Hagerstown's (City) grant platform partner for the Department of Community & Economic Development (DCED).

Submittable appreciates that the City would like to implement innovative solutions to streamline and improve the outcomes of their current and future grant programs. The challenges City currently faces as outlined in the RFP with manual processes and a time consumptive approach are well known to Submittable, as many clients have faced similar challenges.

As the City recognizes, the right solution is a robust, end-to-end platform that is flexible and adaptable. Such a solution will enable the City to achieve its critical goals of improving the applicant experience, resulting in higher quality and accuracy of grant applications, as well as delivering performance efficiencies that **eliminate tedious and manual processes**, preserving staff time for mission-critical work. In addition to these critical functionalities, our solution will provide the City with **robust reporting tools** that will eliminate the need for google sheets and outdated manual processes that are costly and time-consuming.


The **Submittable platform is purpose-built** to help the City say goodbye to these frustrations and meet its program objectives.

For this response, the Submittable authorized representative will be T.J. Goble:

**T.J. Goble**, Enterprise Account Executive- Government.  
[tj@submittable.com](mailto:tj@submittable.com), 408.621.3856

As a company built on providing innovative solutions to your grantmaking processes, we are excited about the work that The City is doing for residents of Hagerstown through your economic development programs, and look forward to being an integral partner for The City.

Sincerely,

DocuSigned by:  
  
F8F85088469747B  
Thor Culverhouse



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<b>GRANTS MANAGEMENT SYSTEM:</b>	<b>5</b>
<b>REQUIRED GENERAL FEATURES:</b>	<b>12</b>
<b>3. Desired but not Required Specifications:</b>	<b>16</b>

## **SYSTEM REQUIREMENTS:**

**1. Experience:** While no specific minimum is specified, vendor experience in developing, installing, and supporting Grants Management software solutions will be considered in the award decision process. Upon request, vendor must provide references currently utilizing the required functionality detailed for delivery in this RFP.

**Full legal name:** Submittable Holdings, Inc.

### **Full address:**

*Seattle Office:*  
500 108th Ave NE, Suite 520  
Bellevue, WA 98004

*Missoula Office:*  
101 E. Front St. Ste 500  
Missoula, MT 59802

**Dunn and Bradstreet DUNS number:** 080273406

**EIN:** 475485414

**Year business was established:** 2010

**Number of people currently employed:** 302

### **Experience:**

Submittable is the industry leader in providing grantmaking services in the government space, with over 18,000 customers in all sizes and sectors. Our platform was developed with innovation at the forefront of our customer base, providing them with the tools they need to make grantmaking equitable, reportable, and easy to use so that their team can focus on their mission.

Submittable accelerates mission-driven work. We offer software and services to launch, manage, and measure social impact programs, creating technology that empowers changemakers and simplifies their work. We help purpose-driven organizations make better decisions and maximize their impact. Our platform makes it easy to launch, manage, and measure social impact programs, from grants and corporate social responsibility programs to relief funds, scholarships, awards, and arts and cultural programs. Based in Missoula, Montana, and Seattle, Washington, Submittable has helped organizations worldwide run 95,000 programs and collect nearly 20 million applications.

Submittable's platform is HIPAA compliant, accessible on all mobile devices and tablets, and provides users with secure storage of their sensitive data. A complete list of certifications and documentation can be provided.



# Submittable in action

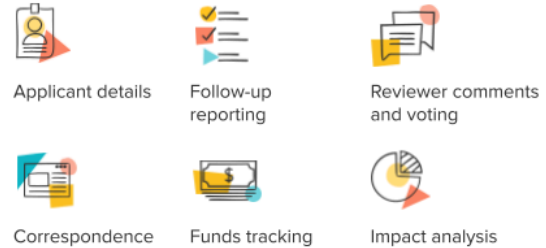
A technology transformation for speed, scale and agility

## Go from this:



- Downloading files
- Scrolling through messages
- Toggling between tabs
- Sorting paper applications
- Digging through inboxes
- Tracking spreadsheets

## To this:



**A single source of truth**



## Production-Ready System

Submittable is a turn-key grants management solution purpose-built for scalability and ease of administration. Submittable is a production-ready system that allows applicants to determine eligibility, submit an online application, and track application status. We are providing Submittable's award-winning application management software as the production-ready system for the City of Hagerstown DCED Grants. The software we provide is custom-tailored to large-scale grant programs that need to deliver a large amount of relief money to individuals, organizations, and businesses. The application is web-based, mobile device-optimized, and accessed in over 30 languages. Submittable software is hosted on both Microsoft Azure as well as Amazon Web Services cloud (AWS) in the US East (N. Virginia). We use multiple availability zones within this region to ensure durability. Data is stored using Amazon Relational Database Services (RDS). RDS provides automated backups, which are retained for 35 days to enable point-in-time restores for the previous month. Our historical product uptime is 99.9%.

## Submittable Key Differentiators:

The factors below are what sets Submittable apart from our competitors. These differentiators provide significant value to our customers and provide them with the tools they need to serve the constituents of their community with the most innovative grants platform on the market.

### Differentiator No. 1: Time to Value

- Submittable offers the fastest time to value compared with any competitors. The average Submittable government entity launches a new program in weeks compared to months.
- Submittable's intuitive interface eliminates time often wasted learning difficult new software. This saves time in your initial launch and throughout the review and decision-making process.

### Differentiator No. 2: Self-Service

- With Submittable, you'll be able to readily edit and manage programs in a self-service manner across respective grant cycles. Many other vendors require vendor or IT

personnel involvement to handle such edits. Applications are created through user-friendly drag-and-drop functionality. This will further enable you the ability to be responsive throughout your campaign.

**Differentiator No. 3: Applicant Experience**

- Submittable's ease of use relative to other options also creates a positive applicant experience for your constituents. This reflects well on you within the community.
- Further capabilities which create a positive applicant experience include automatic draft saving, the ability to request to edit, and in-app communication.
- Submittable is inclusive for applicants. It is accessible to applicants with varying ranges of abilities. It can be localized into several different languages. It is also mobile-friendly, a crucial component for those without reliable access to the internet.
- Submittable offers technical support to applicants.

**Differentiator No. 4: Capacity/Scale**

- Submittable has a proven track record of running high-volume programs, including individual programs intaking over one million applications.

**Differentiator No 5: Advanced Automation**

- Submittable can automate many pieces of your review process, including applying scores to our custom rubric and using AI models to read documents and confirm eligibility.

**Differentiator No 6: End-to-End Reporting and Compliance**

- Submittable offers a single platform's post-award reporting, audit readiness, and compliance capabilities.
- Submittable offers data import and robust integrations that meet your data needs.

## 2. Required Specifications

The following specifications are those identified by the City as crucial and necessary. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a “turnkey” application, costs for each specification will be listed.

**Response:** To ensure that the Hagerstown review team thoroughly understands how Submittable can help modernize and transform the DECD grant programs, we have provided individual responses to each of the requirements below. We can confidently state that we can meet all requirements and have many features and functionality that will greatly benefit The City as your grants management platform provider.

### **GRANTS MANAGEMENT SYSTEM:**

**A. Applicant Portal: System will provide the ability for applicants to submit their initial application and upload supporting documents. Users will have the capability to upload additional requested information as needed. The following programs will need to be supported in the Applicant Portal: a. Invest Hagerstown: City Center Redevelopment Grant.**

**b. Invest Hagerstown: City-Wide Redevelopment Grant**

**c. Invest Hagerstown: Rental Rehabilitation Grant**

**d. Invest Hagerstown: Commercial Sign & Façade Grant**

**e. Invest Hagerstown: Homeownership Grant**

**f. Partners in Economic Progress (PEP): Building Rehabilitation**

**g. Partners in Economic Progress (PEP): Rent Relief**

**h. Pass-Through Funding (Community Legacy): Fire Suppression System Grant**

### **Response:**

With Submittable, you will be able to create a branded applicant portal that’s mobile-friendly, easy for your applicants to use and collects exactly the information you need. You can host open grants or any application programs within the portal. On this portal, you can have branding, program information, and direct links to each open grant application. Submittable’s application can also be embedded into existing and future web pages created by the City . All this can be done self-service by your staff or Submittable can provide this service on your behalf.

Below is an example of a Grantee Portal that the state of Montana created for its Workforce Recruitment Program. You can see that applicants are first greeted with guidelines and Requirements to be eligible for the program. Then applicants can submit for the program or if you wish, first fill out an eligibility form to make sure that they meet the minimum requirements to not waste the applicant or your time.



MONTANA

Grants Application Portal

Governor's Health Care Workforce Recruitment Program - ARPA

[Guidelines](#)

Submit

Ends on December 31, 2022

The Governor's Health Care Workforce Recruitment Program is now accepting applications. This program is intended to help address increasing demand for services by providing relocation reimbursements as an incentive to recruit skilled health care professionals to Montana. **Health care businesses can click "Submit" next to the program information to submit an application and begin the process.**

- Total funds available for this program are \$4 million. Awards will be made on a first come, first served basis.
- Official Program Policy available at: <https://wsd.dli.mt.gov/docs/wsd-policy/gov-healthcare-workforce-recruitment-program.pdf>
- Questions? Please submit them to: [dlihcwr@mt.gov](mailto:dlihcwr@mt.gov).

\*\*\*\*\*

House Bill 632 from the 67th Regular Session of the Montana Legislature established the Economic Transformation and Stabilization and Workforce Development Advisory Commission. The Commission exists to review policies and program recommendations to be funded by the American Rescue Plan Act. The Commission convened on October 27, 2021, and recommended approval of the **Governor's Health Care Workforce Recruitment** program to attract of out-of-state health care workers to become part of the Montana health care workforce. The Program also supports health care employers whose labor forces and business models were compromised, changed, or reduced due to COVID-19.

The Program was approved by Governor Gianforte on November 8, 2021. Amendments to the policy were made effective April 29, 2022.

**Health Care jobs that qualify for reimbursement**

- Acupuncturist and Healthcare Diagnosing or Treating Practitioners, All Other
- Anesthesiologists
- Assisted Living Center Workers
- Athletic Trainers
- Audiologists
- Cardiovascular Technologists and Technicians
- Certified Nursing Assistants
- Chiropractors
- Clinical Laboratory Technologists and Technicians

Here is an example of how The City can host all grant opportunities on a single portal for grant seekers to apply.



### Industry Sectors Worker Training Grants

Ends on February 28, 2023

Guidelines ▾

Apply

### Advanced Manufacturing Technical Education Equipment Grants

Ends on December 8, 2023

Guidelines ^

Apply

The purpose of the grant is to reimburse school districts for the purchase and installation costs of technical education equipment used in vocational training and technical education in advanced manufacturing fields, including costs for equipment operation software and instructional materials to train students.

Open to Wisconsin School Districts.

**Amount:** Approximately \$700,000 is being made available for this GPA

**Grant Amount:** Grant awards will range from \$5,000 to \$50,000 per grantee

**Match:** Cash or in-kind match equal to 200% of the amount of the grant award is required (\$2 Match for each \$1 WFF award)

**Application Deadline:** Submit by 3 PM CST on Dec. 8, 2022

### Blueprint for Prosperity – Commute to Careers

Ends on March 31, 2023

Apply

**\*\* This project is not publicly viewable. It is marked as inactive. \*\***

**B. Staff Dashboard: System will provide a dashboard for internal staff to allow the interaction of submissions and data. This will include the tracking of deliverables for customized incentive agreements that are not part of the Applicant Portal.**

**Response:** Submittable offers users with prebuilt dashboards that provide an overview of their grant programs and showcases items such as applications received, awards approved, etc.



### C. Manages Deadlines: System will manage deadline dates and provide automatic reminders of items required and project completion dates.

**Response:** Submittable offers the ability for users to fully manage their grant programs, including the ability to set deadlines, send messages for reminders, and utilize automated features to update clients of pending items such as reports and submission deadlines.

### D. Workflow Process: System will utilize a process for viewing, assigning, and completing tasks by staff associated with each application submission.

**Response:** Submittable offers simple thumbs up, thumbs down voting in addition to complex reviews including scoring fields. This process can be self-service or full-service. In the self-service option, each agency will be able to create custom review forms that address each funding opportunity's merit-based criteria. Submittable review forms can be customized just like the primary form.



Below is a screenshot of the customizable review form builder:

Submittable has five permission levels that allow agencies to add evaluation team members to the platform based on the level of access. Permission levels go from level one for e.g., external representatives to level five, full access for program managers.

Administrators can assign internal and external team members to review in bulk and randomize assignments. Reviewers can be auto-assigned to specific forms when the form is submitted. Random assignments may also be set up. Concealed reviewing can be built into any form to prevent bias.

Submittable's multi-stage review allows organizations to automatically assign groups of reviewers when an application is moved to a given stage. Manual assignments to applications are also available should an ad hoc assignment be needed.

Review Workflow

Stage Name *	Review Type *	Review Form	Auto-Assign Reviewers	
Round 1 (eligibility)	Yes/No/Maybe Voting	Not Applicable	Entire Team	 

Stage Name *	Review Type *	Review Form *	Done
Round 2 (semi-finalists)	Custom Review	<div><div></div><div>Semi-Finalist Review Form</div></div>	

Automated Review:

Submittable's Automated Review & Automated Scoring allows clients to handle the review and scoring of applications when human scoring would be too difficult due to the volume of applications being reviewed. Automated Review and Automated Scoring can follow the same scoring rubric that a human would follow and calculate it in a matter of seconds. The capabilities of Automated Scoring & Review are:

- Review a huge volume of applications quickly: When the time demand on your staff is impossible to meet, outsourcing review to technology makes it possible to run robust programs quickly.
- Reduce fraud and human error: Technology isn't subject to natural human error, and by cross-referencing vast third-party databases, it can catch fraud with considerably heightened accuracy.
- Build in manual spot-checks for peace of mind: Incorporate redundancies, such as human validation of a subset of applications, so you can move forward confidently.
- Automate a complex process: From performing calculations to applying scores, to movement between stages, automate your workflow across a huge volume of applications.
- Avoid misappropriation of funds: By allowing you to more easily identify and reduce fraud, Automated Review can help your organization avoid the messy and often irreversible misappropriation of funds.
- Maximize impact with better decisions: Apply automated scoring based on your own business logic to let the best applications naturally filter to the top—leading to better decisions in record time.

**E. Progress Status: System will provide the ability for applicants and staff to monitor the progress of applications and determine current application workflow status such as:**

- a. “New Application”,
- b. “Supporting Documentation Needed”
- c. “Reviewed – Action Needed”
- d. “Approved – Project Pending”
- e. “Approved – Project Underway”
- f. “Complete – Receipts Under Review”
- g. “Completed”
- h. “Denied”

**Response:**

The Submittable platform offers an application tracking status that is viewable for both applicants and administrators. As the applicant's submission goes through each status, they will receive customized automated status updates emails. In the applicant's Submission list, they will have full transparency as to where their application is in the process.

Submissions are marked with the following status:

- **Received:** Your submission has been successfully sent to the organization and is in a queue or being printed and read outside the Submittable system.
- **In-Progress:** Your submission has been received and additionally handled in a review process.
- **Declined:** Your submission has been declined.
- **Accepted:** Your submission has been accepted.
- **Completed:** Your submission has been processed and is no longer being considered.
- **Note:** Some organizations prefer to use this status for situations and prefer not to "Decline" remaining submissions.
- **Withdrawn:** Your submission has been withdrawn from consideration.
- **Editable:** Your submission is open for editing. Make your edits and resubmit it.

**F. Required and Optional Fields: System will provide the ability to assign text and radio fields as “required” or “optional” to be completed by the applicant. “Required” fields will prevent an applicant from progressing if left blank.**

**Response:** Submittable provides administrators the ability to mark responses as “mandatory” which prevents an applicant from submitting a form until that form field has been completed.

**G. Conditional Logic: The system will employ conditional logic to generate additional questions, dialogue, or statements on eligibility for a program as needed.**

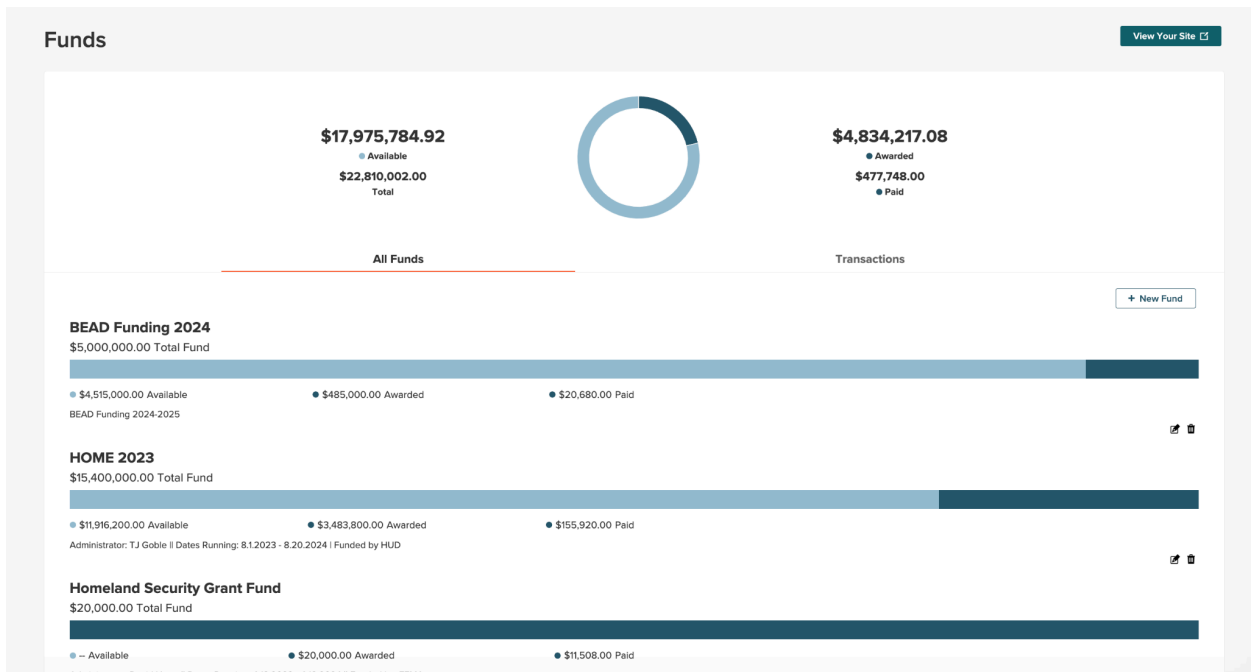
**Response:** Submittable offers conditional logic as an out of the box feature of our platform. Users simply drag and drop a question into the no-code form builder and configure conditional logic to align with program requirements.

**H. Signature Capture: Application must have a way to capture a digital signature on form/application submissions.**

**Response:** Submittable offers an out of the box integration with DocuSign for collecting digital signatures.

**I. Data Comparison: System will allow for the comparison of financial data stored in the system year over year.**

**Response:** With Submittable's budget tracking tool, level administrators can record and track your organization's fund distribution to applicants. Everything about the Funds tool is designed to make the process of awarding and distributing funds easy and transparent. You can verify the dollar amount available in a specific fund or check the giving capacity of the whole organization. In addition to the ability to track funding, all data that is displayed through the funds' dashboard can be downloaded and reported on through Submittable's built-in reporting tools and utilized to compare the year over year disbursement of each DECD program. Below is a screenshot of our funds dashboard.



**J. Search Function: System will utilize a search feature that allows for partial searches in addition to exact for individual contacts, properties, businesses, and property addresses.**

**Response:** Submittable offers an out of the box search feature that supports user querying the system.

**K. Logged Applications: System will link and log current and prior applications to a contact and property within the system.**

**Response:** Submittable's "organizational profile" feature supports the linking of applicants to an organization, and all records that are associated with that organization. Additionally the individual will be tied to each individual application.

**L. Cloud-Based Storage: System will provide cloud-based storage of active and completed applications.**

**Response:** Submittable is a cloud-hosted SaaS solution that does not limit the amount of data that The City stores on our servers. All data will be stored in alignment with Hagerstown retention policies.

#### **REQUIRED GENERAL FEATURES:**

**A. Installation and Training: An employee of the software developer or individual certified by software developer must perform installation and training.**

**Response:** Our team at Submittable understands that software is only as good as your ability to utilize it. We offer an in-house team of experts that will work alongside City staff to configure the platform, help build an initial form and train your team so that you can confidently implement the platform and easily begin transforming your grantmaking processes.

**B. Secure Web Access: The system can be accessed remotely by users and administrators via static website.**

**Response:** As a cloud hosted platform users simply need access to a modern web browser or mobile device to access the platform and can be utilized remotely by users and administrators alike. Additionally Submittable offers a mobile optimized platform and does not limit functionality when utilizing a mobile device.

**C. Activity Planning & Tracking: Tasks can be assigned and tracked on an individual basis, and/or generated automatically based on business rules.**

**D. Microsoft Office Integration: Ability to integrate with Office 365 Suite & products, including ability to import/export Excel and CSV files.**

**Response:** All data that is entered into the Submittable platform can be downloaded in Excel and .csv format. Additionally we offer an open 2-way API for automatic integrations with Microsoft products.



## **E. Ad-Hoc Reports: Ability to Create, Pull, Filter, Sort Summarize, Compare, and Share Routine and Ad Hoc Reports.**

**Response:** Submittable's robust reporting tools empower users to do more than just track program utilization—they enable leaders to craft compelling narratives that showcase the impact and efficacy of their initiatives. Whether it's demonstrating the tangible outcomes of programs to legislators or sharing success stories with constituents, Submittable equips organizations with the means to effectively communicate their achievements. In an era where accountability and transparency are paramount, our reporting options not only provide insights into program performance but also instill confidence in stakeholders that their investment is making a meaningful difference. With Submittable, your organization can harness the power of data to tell compelling stories that resonate with your audience and strengthen support for your mission.

### **Dashboard:**

Submittable's Dashboard reporting offers a comprehensive snapshot of your programs, providing valuable insights to drive informed decision-making. With visually engaging graphs showcasing the trajectory of submissions over time, organizations can easily discern patterns, trends, and areas of growth. Additionally, detailed graphs breaking down submissions by status and label offer deeper granularity, enabling users to assess the progress of individual submissions and track their journey through the review process. By offering a holistic view of program performance at a glance, the Dashboard report empowers users to identify strengths, address challenges, and optimize their workflow for maximum efficiency. Whether it's monitoring submission volume, analyzing workflow bottlenecks, or identifying areas for improvement, Submittable's Dashboard reporting provides the actionable intelligence organizations need to thrive.

### **Impact Reports:**

Submittable's Impact Report automatically aggregates qualitative and quantitative data from across all applications in a single program into graphs to give you an easy way to see the impact of your program. Graphs can be toggled to display data in a pie chart or bar chart. All graphs can be exported. Submittable also provides high-level information about the completion rate of the application form and the most skipped questions. as it allows you to create custom reports from data across one or more programs.

Impact reports

Project

Community Grant

Form

Quarterly Progress Report

Questions

8

Responses

220

Completion rate

80%

Most skipped questions

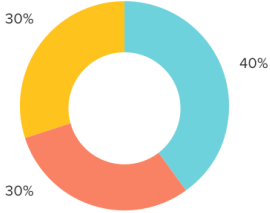
Question #8

Question #1

Answered: 210 Skipped: 10

How is your project tracking against your expectations?

Answers	Responses
Exceeding expectations	40%
Meeting expectations	30%
Falling behind expectations	30%



Question #2

Answered: 200 Skipped: 20

Please describe successes over the past quarter.

Community Art Center - Stevie Taylor

Our major accomplishment over the last quarter was our spring workshop series. Local artists taught a total of five two-hour ...

[See more](#)

Bikes 4 Kids - Michael Johnson

Bikes 4 Kids kicked off the quarter with a new cohort of 12 children (75% BIPOC) registering to learn how to build their own bikes through our ...

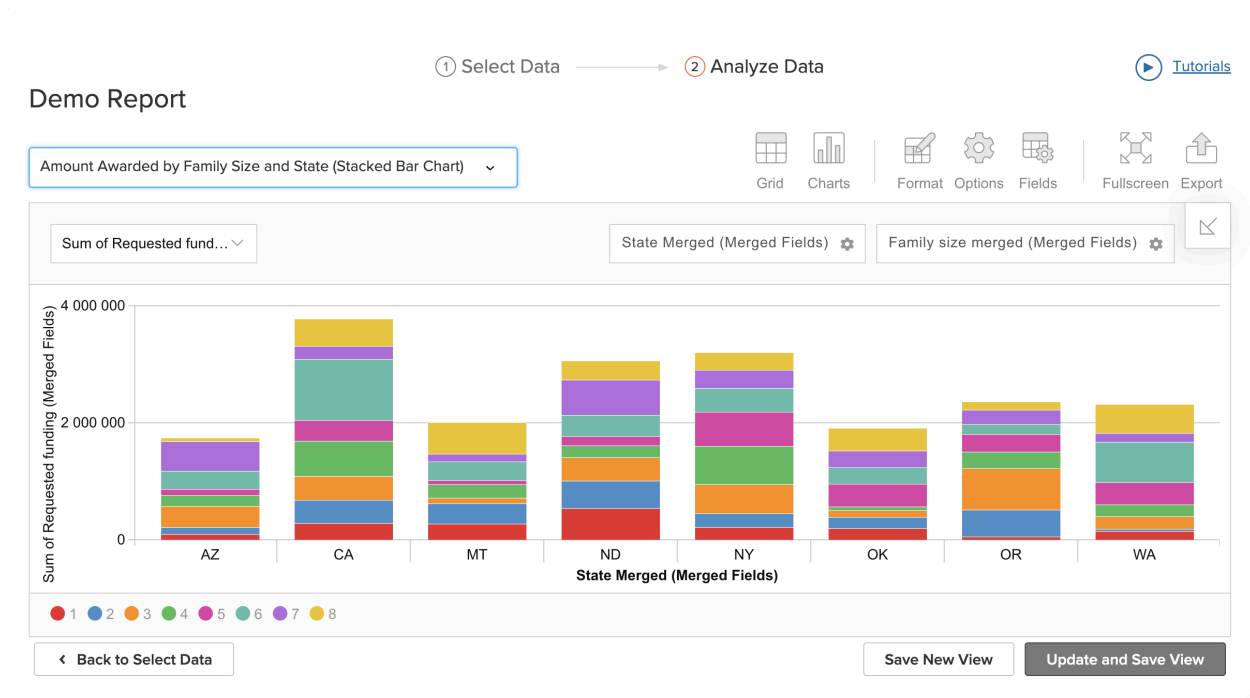
[See more](#)

Advanced Reports:

Dive deeper than ever with Submittable's advanced reporting. Craft custom reports that go beyond pre-built options, utilizing pivot tables, dynamic graphs, and built-in calculations for nuanced analysis. Uncover hidden trends across multiple programs, answer unique questions, and save reports for ongoing monitoring. With flexible data export options, seamlessly integrate your findings with preferred tools for even deeper exploration. Submittable's advanced reporting empowers you to become a data detective, unlocking powerful insights to optimize your programs and maximize impact. Reports can be exported in many formats including .pdf, .xls, and .csv. Reports can be named and saved in Submittable.

Data Export:

There are multiple ways to export data out of Submittable. Our data export tools allow you to export all data from a selected submission or you can customize the report to only include specific data from across your program, including application data and review data. Data can be exported in Excel, .csv and PDF format and can be saved in the platform.



**F. Standard Reports: Application must provide standard tailorable property and evidence-based management reports to include a minimum of the following report types:**

- **Contact Report Lists all of the records located at each location specified in the report.**
  - **Contact Interaction Report**
    - Lists all interactions made within a specific timeframe.
- **Query Report Reports on the specific selection of records returned as a result of a query or a search.**
- **Audit Report Shows the audit trail for all applications by progress status and lists every project address, developer name, incentive program name, and the date & time the application was last changed.**
- **Balance Report Shows the total amount of funds committed, disbursed, and/or uncommitted for each incentive program.**
  - **Fiscal Year Summary Report**
    - Lists all active/completed projects during a given fiscal year. Pulls data pertaining to: 1) Program Name, 2) Project Name, 3) Developer Name, 4) Address, 5) Deadline, 6) Investment, 7) Jobs Created, 8) Apartments Created, 9) Apartments Renovated, 10) Grant Awarded, 11) Grant Forfeited, 12) Amount Disbursed, 13) Amount Undisbursed, 14) Notes
- **Wait List Report Lists the items that are flagged with a pending action, e.g., all items that have an action or are on a waiting list.**

**Response:** Submittable supports all requests in this section. Please review our answer in “E” for additional reporting information.

**G. Password Security:** Application must require a valid User ID and Password in order to log into the application. System must also lock an account after a defined number of failed log-in attempts using that User ID. Security maintenance must allow for the ability to grant or deny permission to certain functionality within the system to individual users.

**Response:** Submittable meets all of these password requirements and is a secure platform that has never encountered a data breach.

**H. Importing:** The application must have an import utility that allows records to be imported from one or more different outside data sources. It must also allow for the updating of current records within the application. The import utility must also provide field data type validation, duplicated record validation, and data validation. An error log with date and time stamp must also be kept by the system each time an import is run. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.

**Response:** Submittable does not offer an import utility but provides data migration as a professional service. This allows for data cleansing and ensuring that your new platform is set up as though you have always been using Submittable.

**I. Exporting:** The application must have an export utility that allows users to create, save, and run any number of export routines. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.

**Response:** All data that is entered into the Submittable platform can be exported in Excel, .csv and PDF format.

**J. Access to Data.** In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Hagerstown to perform a governmental function are public records of the City of Hagerstown pursuant to the Maryland Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within five (5) business days of the notice.

**Response:** Submittable acknowledges and agrees with this request. The platform provides users the ability to easily export any data that has been entered into the platform. Should additional requests be needed from the platform The City will be provided with a dedicated account manager that can help facilitate this request in a quick and efficient manner.

### **3. Desired but not Required Specifications:**

The following specifications are those identified by the City as desirable, but not required. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a “turnkey” application, costs for each specification will be listed.

**A. Forms and Letters: The system may, but is not required to, provide the ability to automate the generation and timing of Forms and Letters that the department currently produces manually and electronically. System includes configurable letters and agreements.**

**Response:** Submittable offers this out of the box utilizing our integration with DocuSign.

**B. Constant Contact Integration: The system may, but is not required to, integrate with Constant Contact to assist with the management of businesses and email campaigns.**

**Response:** Submittable offers an open 2-way API that can integrate with Constant Contact. Additional scoping would be required to understand the needs of the City.

**C. Electronic Correspondence Logging: Interactions are recorded and automatically logged as associated with the relevant contact/application.**

**Response:** Submittable offers a built in messaging feature that supports communications with both applicants and administrators, and attached all communications with the corresponding application. Additionally, all activity within the platform is logged and auditable.

**D. Example Documents: System may provide the ability to provide example documents/forms to be displayed for each incentive program application to be used as a reference by applicants.**

**Response:** Yes, example documents can be linked at the top of each grant program in the description field.

**4. Hardware: Application must support open-source hardware; however, vendor should provide pricing for any/all hardware components the vendor offers.**

**Response:** As a cloud-based solution there are no hardware requirements to utilize the Submittable platform.

**5. Warrantees: The vendor will supply pricing for all warrantee options.**

**Response:** Warrantees are included in our pricing.



**6. Licensing and Maintenance: Vendor will provide licensing and maintenance costs for the first year. The vendor will also provide licensing and maintenance pricing for the four subsequent years.**

**Response:** Please see the attached pricing sheet.

**7. Operating System & Database: Software must be compatible with Microsoft Windows Server and Microsoft SQL Server.**

**Response:** Submittable is compatible with Microsoft Windows Server and Microsoft SQL Server. Additionally Submittable is a Microsoft managed partner with a deep understanding of the Microsoft suite of software.

**Conclusion:** In conclusion, Submittable is excited about the opportunity to partner with the City of Hagerstown to modernize and streamline the grant management process for the Department of Community & Economic Development. Our purpose-built platform is designed to address the unique challenges outlined in the City's RFP, offering an intuitive, end-to-end solution that will not only reduce manual administrative burdens but also enhance the overall applicant experience. With our industry-leading technology, rapid implementation capabilities, and dedicated support team, Submittable will ensure a smooth and effective transition to a digital grant management system that supports the City's goals for both current and future programs.

We are confident that Submittable's platform offers the flexibility, scale, and advanced automation needed to meet Hagerstown's grant management needs while delivering long-term value. Our commitment to customer success, coupled with a robust reporting and compliance framework, makes us the ideal partner for managing the City's diverse economic and community development programs.

We look forward to further discussions and the chance to demonstrate how our solution can empower Hagerstown to achieve its vision and mission for economic growth and community support.

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## REFERENCES

Proposal No. P1834.25

Grants Management Portal

This page must be submitted with price proposal

The following information is required as part of your response to this solicitation.

**REFERENCES:** The bidder must have the capability and capacity in all respects to fully satisfy all of the contractual requirements. Please list below three (3) references for which you have performed work similar to those specified in this Bid within the past 4 years.

1. Project Name: City of Toledo, OH

Client Name: City of Toledo, OH

Client Phone Number: Lauren Schulze, Lauren.Schulze@toledo.oh.gov

Description of Work Performed: \_\_\_\_\_

City of Toledo, OH utilizes Submittable for their annual Youth Programing grant.  
They chose Submittable because of the extensive features that are provided by our  
out of the box solution and the ability to configure the platform without needing to contact  
customer support.

Total Project Cost: \$39,000.00

Date of Project: 12/22-Current.

2. Project Name: City of Durham

Client Name: City of Durham.

Client Phone Number: Victoria Samayoa, Victoria.Samayoa@durhamnc.gov

Description of Work Performed: \_\_\_\_\_

The City of Durham has been a customer of Submittable  
since 2021, utilizing the platfrom to administer a variety of community based  
grant programs. Most recently they used the platform to administr and report on  
ARPA funding, recognizing that Submittable offers unmatched eae of use while  
maintaining security and tracking to withstand a federal audit.

Total Project Cost: \$53,000.00

Date of Project: 10/21-Current.

Proposal No. P1834.25

Grants Management Portal

This page must be submitted with price proposal

**REFERNCES (Cont'd)**

3. Project Name: State of Montana, Governor's Office

Client Name: State of Montana

Client Phone Number: Angie Nelson

Description of Work Performed: \_\_\_\_\_

The State of Montana has utilized to administer relief programs designed to support small businesses throuhgout the state. They chose Submittable because of our platforms accesibility and ability to deliver robust programs, matched with expert trainings, to support communities thoroughout the state.

Total Project Cost: \$110,000.00

Date of Project: 6/20-Current.

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## PRICING





Proprietary and Confidential. No disclosure to a third party is permitted without Submittable's prior written consent.

Notes:  
- Further information and solutioning required for certain requirements. Line items denoted with \* are purely estimates based on stated assumptions.

Description	Year 1	Year 2	Total	Notes/Clarifications
A. Licensing/Software as a Service Costs (see table C for inclusions with license)				
- Professional Plan Software Licensing Fee (List Price)	\$ 24,999	\$ 24,999	\$ 49,998	Included as standard with Submittable software license, one subscription/office
- Cloud Hosting and Back-up	\$ -	\$ -	\$ -	Included
- Storage	\$ -	\$ -	\$ -	Included as standard with Submittable software license
- Software Maintenance Fees	\$ -	\$ -	\$ -	Submittable does not charge maintenance fees and platform upgrades do not cause outage or have cost implications
- New Program/Project Fees	\$ -	\$ -		
Total Licensing/SaaS Costs (List Price)	\$ 24,999	\$ 24,999	\$ 49,998	
Discounted Price for Hagerstown	\$ 14,999	\$ 14,999	\$ 29,998	
B. Vendor Implementation, Support, Training, and Project Management Costs (One Time Cost)				
Implementation Professional Services				
- Premium Implementation (List Price)	\$ 17,500	\$ -	\$ 17,500	
- Project Management & Planning		\$ -	\$ -	
- Change Management		\$ -	\$ -	
- Training and Documentation	\$ -	\$ -	\$ -	
- Imports/Exports from legacy systems		\$ -	\$ -	
Support Services				
- Submittable Gold Support	\$ -	\$ -	\$ -	Included as standard with professional plan license, 12 HR SLA
Total Vendor Implementation Costs (List Cost)	\$ 17,500	\$ -	\$ 17,500	
Discounted Price for Hagerstown	\$ 9,950		\$ 9,950	
C. Professional License Inclusions				
Application Intake, Review, Award, and Reporting				
- Drag & Drop FormBuilder				Included as standard with professional plan license
- Custom Branded Application Portal				Included as standard with professional plan license
- SSO / MFA Functionality				Included as standard with professional plan license
- Automated Eligibility Quiz/Checks for Grant Programs				Included as standard with professional plan license
- Multi-Round, Customizable Application Review Workflow				Included as standard with professional plan license
- Grant agreement integration eSignature services				Included as standard with professional plan license
- Email and Platform messaging directly from Submittable (for both applicants as well as internal/external team members)				Included as standard with professional plan license
- Funds Tracking Dashboard				Included as standard with professional plan license
- Advanced & Impact Reporting Dashboards				Included as standard with professional plan license
- Scheduled Follow Up Forms & Project Close Out				Included as standard with professional plan license
- Realtime Application Collaboration				Included as standard with professional plan license
- 52 file type uploads (upto 10gbs/file)				Included as standard with professional plan license
- 150 backend users (reviewers & admin staff)				Included as standard with professional plan license
- 1000 annual applications				Included as standard with professional plan license
D. Integrations - Optional (Not included in total price)				
- API Access & Zapier integration access		\$ -		Free access to our API and documentation with additional pre-built capabilities through Zapier marketplace
Constant Contact Integration (not included in total pricing)	\$ 15,000		\$ 15,000	requires additional scoping for detailed plan and timeline.
Outlook Integration	\$ -		\$ -	requires additional scoping for detailed plan and timeline.
F. Total Vendor Costs By Year				
	Year 1	Year 2	Total	Includes totals from table A & B. Does not include optional integration fees expenses from table D.
	\$ 24,949	\$ 14,999	\$ 39,948	

Proprietary and Confidential. No disclosure to a third party is permitted without Submittable's prior written consent.

**Notes:**  
- Further information and solutioning required for certain requirements. Line items denoted with \* are purely estimates based on stated assumptions.

Description	Year 1	Year 2	Year 3	Total	Notes/Clarifications
A. Licensing/Software as a Service Costs (see table C for inclusions with license)					
- Professional Plan Software Licensing Fee (List Price)	\$ 24,999	\$ 24,999	\$ 24,999	\$ 74,997	Included as standard with Submittable software license, one subscription/office
- Cloud Hosting and Back-up	\$ -	\$ -	\$ -	\$ -	Included
- Storage	\$ -	\$ -	\$ -	\$ -	Included as standard with Submittable software license
- Software Maintenance Fees	\$ -	\$ -	\$ -	\$ -	Submittable does not charge maintenance fees and platform upgrades do not cause outage or have cost implications
- New Program/Project Fees	\$ -	\$ -	\$ -	\$ -	
Total Licensing/SaaS Costs (List Price)	\$ 24,999	\$ 24,999	\$ 24,999	\$ 74,997	
Discounted Price for Hagerstown	\$ 14,999	\$ 14,999	\$ 14,999	\$ 44,997	
B. Vendor Implementation, Support, Training, and Project Management Costs (One Time Cost)					
Implementation Professional Services					
- Premium Implementation (List Price)	\$ 17,500	\$ -	\$ -	\$ 17,500	
- Project Management & Planning		\$ -	\$ -	\$ -	
- Change Management		\$ -	\$ -	\$ -	
- Training and Documentation	\$ -	\$ -	\$ -	\$ -	
- Imports/Exports from legacy systems		\$ -	\$ -	\$ -	
Support Services					
- Submittable Gold Support	\$ -	\$ -	\$ -	\$ -	Included as standard with professional plan license, 12 HR SLA
Total Vendor Implementation Costs (List Cost)	\$ 17,500	\$ -	\$ -	\$ 17,500	
Discounted Price for Hagerstown	\$ 9,950			\$ 9,950	
C. Professional License Inclusions					
Application Intake, Review, Award, and Reporting					
- Drag & Drop FormBuilder					Included as standard with professional plan license
- Custom Branded Application Portal					Included as standard with professional plan license
- SSO / MFA Functionality					Included as standard with professional plan license
- Automated Eligibility Quiz/Checks for Grant Programs					Included as standard with professional plan license
- Multi-Round, Customizable Application Review Workflow					Included as standard with professional plan license
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- 1000 annual applications					Included as standard with professional plan license
D. Integrations - Optional (Not included in total price)					
- API Access & Zapier integration access	\$ -	\$ -	\$ -	\$ -	Free access to our API and documentation with additional pre-built capabilities through Zapier marketplace
Constant Contact Integration (not included in total pricing)	\$ 15,000	\$ -	\$ -	\$ 15,000	requires additional scoping for detailed plan and timeline.
Outlook Integration	\$ -	\$ -	\$ -	\$ -	requires additional scoping for detailed plan and timeline.
F. Total Vendor Costs By Year					
	\$ 24,949	\$ 14,999	\$ 14,999	\$ 54,947	Includes totals from table A & B. Does not include optional integration fees expenses from table D.

---

## **SIGNED CERTIFICATIONS AND ASSURANCES**

Proposal No. P1834.25  
Grants Management Portal  
This page must be submitted with price proposal

**BIDDER'S MUST STATE THE FOLLOWING:**

COMPANY NAME: Submittable Holdings, Inc.

CONTACT NAME: TJ Goble

TELEPHONE NUMBER: 408.621.3856

EMAIL: tj@submittable.com

ADDRESS: 101 E. Front St.

CITY: Missoula STATE: MT ZIP 59802

This form was completed and submitted by: Thor Culverhouse  
(Please print or type full name)

Title of Individual: CEO

Signature of Individual:   
F8FB5088469747B...

Proposal No. P1834.25  
Grants Management Portal  
This page must be submitted with price proposal

Submittable Holdings, Inc.  
Bidder's Company Name

SIGNATURE TO BID

NOTE: Bidders shall use this page as a cover page when submitting their bid.

Each bid must show the full business address and telephone number of the Bidder and be signed by the person legally authorized to sign contracts. All correspondence concerning the bid and contract, including notice of award, copy of contract and purchase order, will be mailed or delivered to the address shown on the bid in the absence of written instructions from the Bidder to the contrary. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing, who shall also state the names of the individuals composing the partnership. Bids by corporations must be signed with the name of the corporation, followed by the signature and designation of the officer having authority to sign. When requested, satisfactory evidence of authority of the officer signing in behalf of the corporation shall be furnished. Anyone signing the bid as agent shall file satisfactory evidence of his/her authority to do so.

All documents, materials, or data resulting from this contract are the City's property. The City has the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of this contract. The Bidder warrants that it has title to or right of use of all documents, materials, or data used or developed in connection with this contract. All erasures and/or changes shall be initialed by the individual making modifications to the Bid.

BIDDER MUST SIGN HERE AND RETURN THIS PAGE AND THE BID FORM IN ADDITION TO SUBMITTING ANY DOCUMENTS CALLED FOR BY THE GENERAL CONDITIONS AND INSTRUCTIONS TO BIDDERS, SPECIFICATIONS, AND ANY OTHER DOCUMENTS HEREIN CONTAINED.

By signing here, Bidder does hereby attest that he/she has read fully the general conditions and instructions, specifications, and any other documents herein contained, and does understand them and will furnish and deliver all labor and materials in accordance with the specifications for the price as listed on the proposal form.

SIGNATURE: 

DocuSigned by:  
Thor Culverhouse  
F8FB5088469747B...

 Date: 9/26/2024

Bidder acknowledges receipt of Addenda by initialing the following. Initial next to only Addenda published by City and reviewed by Bidder. DO NOT initial all boxes unless six (6) Addenda published. Failure to initial appropriate boxes is grounds for disqualification.

Addendum No. 1	<div>PS JC</div>	Addendum No. 2	<div>PS JC</div>	Addendum No. 3	<div>PS JC</div>
Addendum No. 4	<div>PS JC</div>	Addendum No. 5		Addendum No. 6	



Proposal No. P1834.25  
Grants Management Portal  
This page must be submitted with price proposal

**AFFIRMATION REGARDING COLLUSION**

I AFFIRM THAT:

Neither I nor, to the best of my knowledge, information, and belief, the below stated business has:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;
- (b) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the Bidder or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

**AFFIRMATION REGARDING BRIBERY CONVICTIONS**

I FURTHER AFFIRM:

Neither I nor, to the best of my knowledge, information, and belief, the below business (as is defined in Section 16-101 (b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other State or federal law, **except as follows** (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

BIDDER'S COMPANY/FIRM: Submittable Holdings, Inc.

ADDRESS: 101 E Front St, Suite 500, Missoula, MT 59802

AUTHORIZED SIGNATURE: *Thor Culverhouse*  
F8FB5088469747B...

NAME AND TITLE PRINTED: Thor Culverhouse, CEO

TELEPHONE & FAX NUMBER: (855) 467-8264

EMAIL: proposals@submittable.com

DATE: 9/26/24 FEDERAL EMPLOYER'S IDENTIFICATION NO. 475485414

**For Informational Purposes Only:** Has your company/firm been certified by the State of Maryland as a Minority Business Enterprise? (Please check below.)

       Yes   X   No

Proposal No. P1834.25  
Grants Management Portal  
This page must be submitted with price proposal

**Notice: Bid Information Subject to Inspection Under Maryland’s Public Information Act**

All bid information submitted to the City of Hagerstown is considered public record pursuant to Maryland’s Public Information Act and may be subject to inspection and copying by the public. When the required written request is filed, the City’s Communications staff will make a reasonable effort to contact your company in order to identify trade secrets and confidential commercial or financial information that may need to be redacted from the submitted bid information. Those recommendations will be reviewed by Communications staff and the City attorney before copies are produced for the requestor.

Trade secrets and confidential commercial or financial information are defined in the Public Information Act and by the numerous appellate court and Attorney General opinions interpreting the act.

The City of Hagerstown is committed to granting the people broad access to public records while protecting your company’s interests.

By signing below, you confirm that you have read and acknowledge the above notice regarding Bid information subject to Inspection under Maryland’s Public Information Act:

DocuSigned by:  
*Thor Culverhouse*  
F8FB5088469747B...

9/26/2024

SignatureDate

Submittable Holdings, Inc.

Company Name

## Grants Management System

### INTRODUCTION:

The City of Hagerstown Department of Community & Economic Development (DCED) is pleased to invite the submission of proposals to establish a portal for applicants to submit their digital Grant applications versus traditional paper and PDF applications. The goal is to replace the Department's current manual process with a more efficient, online process. DCED sees the new Grants Management Portal solution as the platform for this vision.

Our primary goal is to establish a one stop system that can reduce manual record keeping, paperwork, and duplication of effort associated with the intake, processing, and follow-up of individual and business contacts, applications for our Invest Hagerstown, Partners in Economic Progress (PEP), and other incentive programs, passthrough funding, and tracking of deliverables. To that extent we desire a complete system, including all software, network hardware, and services including installation, training, and on-going support.

### SYSTEM REQUIREMENTS:

1. **Experience:** While no specific minimum is specified, vendor experience in developing, installing, and supporting Grants Management software solutions will be considered in the award decision process. Upon request, vendor must provide references currently utilizing the required functionality detailed for delivery in this RFP.
2. **Required Specifications:** The following specifications are those identified by the City as crucial and necessary. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a "turnkey" application, costs for each specification will be listed.

### GRANTS MANAGEMENT SYSTEM:

- A. **Applicant Portal:** System will provide the ability for applicants to submit their initial application and upload supporting documents. Users will have the capability to upload additional requested information as needed. The following programs will need to be supported in the Applicant Portal:
  - a. Invest Hagerstown: City Center Redevelopment Grant
  - b. Invest Hagerstown: City-Wide Redevelopment Grant
  - c. Invest Hagerstown: Rental Rehabilitation Grant
  - d. Invest Hagerstown: Commercial Sign & Façade Grant
  - e. Invest Hagerstown: Homeownership Grant
  - f. Partners in Economic Progress (PEP): Building Rehabilitation
  - g. Partners in Economic Progress (PEP): Rent Relief
  - h. Pass Through Funding (Community Legacy): Fire Suppression System Grant
- B. **Staff Dashboard:** System will provide a dashboard for internal staff to allow the interaction of submissions and data. This will include the tracking of deliverables for customized incentive agreements that are not part of the Applicant Portal.
- C. **Manages Deadlines:** System will manage deadline dates and provide automatic reminders of items required and project completion dates.
- D. **Workflow Process:** System will utilize a process for viewing, assigning, and completing tasks by staff associated with each application submission.

- E. **Progress Status:** System will provide the ability for applicants and staff to monitor the progress of applications and determine current application workflow status such as:
  - a. "New Application",
  - b. "Supporting Documentation Needed"
  - c. "Reviewed – Action Needed"
  - d. "Approved – Project Pending"
  - e. "Approved – Project Underway"
  - f. "Complete – Receipts Under Review"
  - g. "Completed"
  - h. "Denied"
- F. **Required and Optional Fields:** System will provide the ability to assign text and radio fields as "required" or "optional" to be completed by the applicant. "Required" fields will prevent an applicant from progressing if left blank.
- G. **Conditional Logic:** The system will employ conditional logic to generate additional questions, dialogue, or statements on eligibility for a program as needed.
- H. **Signature Capture:** Application must have a way to capture a digital signature on form/application submissions.
- I. **Data Comparison:** System will allow for the comparison of financial data stored in the system year over year.
- J. **Search Function:** System will utilize a search feature that allows for partial searches in addition to exact for individual contacts, properties, businesses, and property addresses.
- K. **Logged Applications:** System will link and log current and prior applications to a contact and property within the system.
- L. **Cloud-Based Storage:** System will provide cloud-based storage of active and completed applications.

REQUIRED GENERAL FEATURES:

- A. **Installation and Training:** An employee of the software developer or individual certified by software developer must perform installation and training.
- B. **Secure Web Access:** The system can be accessed remotely by users and administrators via static website.
- C. **Activity Planning & Tracking:** Tasks can be assigned and tracked on an individual basis, and/or generated automatically based on business rules.
- D. **Microsoft Office Integration:** Ability to integrate with Office 365 Suite & products, including ability to import/export Excel and CSV files.
- E. **Ad-Hoc Reports:** Ability to Create, Pull, Filter, Sort Summarize, Compare, and Share Routine and Ad-Hoc Reports.
- F. **Standard Reports:** Application must provide standard tailorable property and evidence-based management reports to include a minimum of the following report types:

<i>Contact Report</i>	Lists all of the records located at each location specified in the report.
<i>Contact Interaction Report</i>	Lists all interactions made within a specific timeframe.
<i>Query Report</i>	Reports on the specific selection of records returned as a result of a query or a search.
<i>Audit Report</i>	Shows the audit trail for all applications by progress status and lists every project address, developer name, incentive program name, and the date & time the application was last changed.
<i>Balance Report</i>	Shows the total amount of funds committed, disbursed, and/or uncommitted for each incentive program.
<i>Fiscal Year Summary Report</i>	Lists all active/completed projects during a given fiscal year. Pulls data pertaining to: 1) Program Name, 2) Project Name, 3) Developer Name, 4) Address, 5) Deadline, 6) Investment, 7) Jobs Created, 8) Apartments Created, 9) Apartments Renovated, 10) Grant Awarded, 11) Grant Forfeited, 12) Amount Disbursed, 13) Amount Undisbursed, 14) Notes
<i>Wait List Report</i>	Lists the items that are flagged with a pending action, e.g., all items that have an action or are on a waiting list.

- G. **Password Security:** Application must require a valid User ID and Password in order to log into the application. System must also lock an account after a defined number of failed log-in attempts using that User ID. Security maintenance must allow for ability to grant or deny permission to certain functionality within the system to individual users.
- H. **Importing:** The application must have an import utility that allows records to be imported from one or more different outside data sources. It must also allow for the updating of current records within the application. The import utility must also provide field data type validation, duplicated record validation, and data validation. An error log with date and time stamp must also be kept by the system each time an import is run. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.
- I. **Exporting:** The application must have an export utility that allows users to create, save, and run any number of export routines. Any and all data must be able to be exported from the system database and made available for import into any third-party application that has import capabilities.
- J. **Access to Data.** In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Hagerstown to perform a governmental function are public records of the City of Hagerstown pursuant to the Maryland Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within five (5) business days of the notice.
3. **Desired but not Required Specifications:** The following specifications are those identified by the City as desirable, but not required. Vendor responses must identify those features/specifications that are not currently available. If the vendor intends to develop any such features/specifications, expected deliverable dates and all associated costs



will be listed in addition to those required features/specifications that are currently available. If any required specifications are not part of a “turnkey” application, costs for each specification will be listed.

- A. **Forms and Letters:** The system may, but is not required to, provide the ability to automate the generation and timing of Forms and Letters that the department currently produces manually and electronically. System includes configurable letters and agreements.
  - B. **Constant Contact Integration:** The system may, but is not required to, integrate with Constant Contact to assist with the management of businesses and email campaigns.
  - C. **Electronic Correspondence Logging:** Interactions are recorded and automatically logged as associated with the relevant contact/application.
  - D. **Example Documents:** System may provide the ability to provide example documents/forms to be displayed for each incentive program application to be used as a reference by applicants.
4. **Hardware:** Application must support open-source hardware; however, vendor should provide pricing for any/all hardware components the vendor offers.
5. **Warrantees:** The vendor will supply pricing for all warrantee options.
6. **Licensing and Maintenance:** Vendor will provide licensing and maintenance costs for the first year. The vendor will also provide licensing and maintenance pricing for the four subsequent years.
7. **Operating System & Database:** Software must be compatible with Microsoft Windows Server and Microsoft SQL Server.

CRITERIA FOR REVIEW OF PROPOSALS INCLUDES:

- a. Experience in developing, installing, and supporting Grants Management software solutions.
- b. Ability for vendor to provide a complete system, including all software, network hardware, and services including installation, training, and on-going support.
- c. Vendor identification of those features/specifications that are not currently available.
- d. Quality and viability of the proposed software package for Department needs.
- e. Price point for both the initial set up and configuration, and annual cost thereafter.
- f. Ability to deliver the product in a timely manner.

DCED will work with our IT Staff to review received proposals and ensure vendor capability.

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

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**Topic:**

Approval of Wastewater Deduct Meter for 45 W Oak Ridge Drive

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MOTION\_NEWCOLD\_WASTEWATER\_EXEMPTION\_WITH\_ATTACHMENTS\_03252025.pdf

**Description**

MOTION  
NEWCOLD  
WASTEWATER  
DEDUCT  
METER  
03252025

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:**       **March 25, 2025**

**TOPIC:**       Approval of Wastewater Deduct Meter at 45 W. Oak Ridge Drive, Hagerstown, MD

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

**MOTION:**    I hereby move for the Mayor and City Council to approve the attached request from NewCold located at 45 W. Oak Ridge Drive, Hagerstown, MD for a sewer charge exemption consistent with City Code § 240.69 Exemption of service charge which states: “Whenever it may be established that the entire amount of water delivered to any property through a metered line from either a public or private water supply does not and cannot enter the WPC system but is legally discharged or consumed in such a manner as not to impose on the WPC system, an exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to such measurable water consumption which may be undelivered to the WPC system, provided that it shall first be determined by the approving authority that this is in fact existing. The wastewater deduct is further described in the attached Staff Memo dated March 11, 2025.

DATE OF INTRODUCTION: 03/25/2025  
DATE OF PASSAGE: 03/25/2025  
EFFECTIVE DATE: 03/25/2025

City of Hagerstown Utilities Department  
Attn: Nancy Hausrath  
Utilities Department

NewCold plans to develop a storage facility located at 45 West Oak Ridge Drive, Hagerstown, MD.

#### Potable Water and Sanitary Sewer use profile

The facility will have a 16,000 SF +/- office with the normal domestic water loads, including a few gang restrooms for employee use. During normal operations, potable water used in the office area is the only water returned to the municipality by way of the sanitary sewer system.

The majority of the 530,000 SF +/- facility is cold storage warehousing. The coldness comes from an ammonia refrigeration system. The refrigeration system rejects heat to the atmosphere by using evaporative condensers located on the roof. These condensers will evaporate potable water continuously.

By the nature of evaporation, dissolved solids that remain in the condenser sump tanks, will increase over time. The towers do not use any additives within the tank, it is pure potable water. Periodically, the sump will do a blowdown to reduce dissolved solids. The blowdown water lines will be hard connected to the condensers, and will be connected to a drain going to the sanitary sewer line.

The condensers will require monthly maintenance including a washdown with potable water. Hose bibbs will be installed near these roof-mounted evaporative condensers. A pressure washer will be used without chemical additives. The washdown water will find its way to the storm water drainage system.

#### Demand

Loads vary widely along with weather conditions at the site. The evaporative condensers are expected to use between 50,000 and 100,000 GPD.

#### Metering

The incoming potable water service entrance will be metered and protected according to the Hagerstown Utilities requirements and the Maryland Building Code. Additionally, NewCold will have secondary metering to differentiate potable water that is not returned to the municipality's sanitary sewer system. There will be an additional meter provided to measure the amount of blowdown water from the condensers introduced to the sanitary sewer line.



# CITY OF HAGERSTOWN, MARYLAND

## Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: [www.hagerstownmd.org](http://www.hagerstownmd.org)

### Memorandum

To: Scott Nicewarner, City Administrator  
From: Nancy Hausrath, Director of Utilities  
Re: Wastewater Deduct Meter – NewCold  
(45 W. Oak Ridge Drive, Hagerstown)  
Date: March 11, 2025

City Code § 240-63.A states that the charges and rates for the use and service of the public sanitary sewer system of the City charged to the owners of every building, dwelling house or other property connected with or using such system within the corporate limits of the City of Hagerstown shall be based on the amount of water delivered to the property from a public or private water supply as determined by meter readings or established minimums in accordance with the schedule of sewer rents, rates and charges which the Mayor and Council of the City of Hagerstown shall from time to time fix, establish and adjust.

City Code does allow for exemptions for wastewater billing in Section 240-69 which states “Whenever it may be established that the entire amount of water delivered to any property through a metered line from either a public or private water supply does not and cannot enter the WPC system but is legally discharged or consumed in such a manner as not to impose on the WPC system, an exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to such measurable water consumption which may be undelivered to the WPC system, provided that it shall first be determined by the approving authority that this is in fact existing.”

The City was approached by NEWCOLD requesting consideration for a wastewater deduct meter associated with the proposed facility to be located at 45 W Oak Ridge. Per the attached correspondence from NEWCOLD, the expected water usage is between 50,000 and 100,000 gallons per day (GPD) depending on ambient weather conditions. The chart below shows the expected water usage and the calculated wastewater discharged from the chillers in the warehouse operation. A meter will be installed on wastewater discharge piping that is billing-accurate per AWWA standards. The chart below provides estimated water usage associated with the heating and cooling months and the expected wastewater discharge.

Period (Days)		Water		Wastewater	
		GPD	GPM	20% GPM	Discharged GPD
January	31	50,000	1,550,000	310,000	10,000
February	28	50,000	1,400,000	280,000	10,000
March	31	50,000	1,550,000	310,000	10,000
April	30	75,000	2,250,000	450,000	15,000
May	31	75,000	2,325,000	465,000	15,000
June	30	100,000	3,000,000	600,000	20,000
July	31	100,000	3,100,000	620,000	20,000
August	31	100,000	3,100,000	620,000	20,000
September	30	100,000	3,000,000	600,000	20,000
October	31	75,000	2,325,000	465,000	15,000
November	30	75,000	2,250,000	450,000	15,000
December	30	50,000	1,500,000	300,000	10,000



With Mayor and City Council approval of a wastewater flow meter for NEWCOLD, staff will issuance of a non-significant user pre-treatment permit to ensure compliance with Clean Water Act requirements and to ensure annual meter calibration for billing accuracy. Wastewater capacity needed with approval of the wastewater deduct meter is approximately 15,000 GPD. The wastewater treatment capacity required without the approval of a wastewater deduct meter will increase to approximately 75,000 GPD. The EDU capacity retained in our wastewater system with approval of a deduct meter is approximately 60,000 GPD or 300-EDUs.

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

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**Topic:**

Approval of FY26-FY28 Pavement Preservation Lists

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_Sheet\_-\_FY\_26-28\_Pavement\_Preservation\_Lists.pdf

**Description**

Motion: Pavement  
Preservation Street Lists

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 25, 2025

**TOPIC:** Approval of FY 26-28 Pavement Preservation lists

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

**MOTION:** I hereby move for the approval of the final Fiscal Year 2026 pavement preservation list of streets to be repaved, and the draft list of streets for Fiscal Years 2027 and 2028.

DATE OF INTRODUCTION: 3/25/2025  
DATE OF APPROVAL: 3/25/2025  
EFFECTIVE DATE: 3/25/2025

# City of Hagerstown Potential Preservation Program Spring 2026 (FY 26)

## **FINAL – Mill and Overlay Streets**

*Last revised 2/26/2025*

<u>Year Last Paved</u>	<u>Street (PCI)</u>	<u>Location</u>	<u>Area</u>
1985	East Howard Street: (32)	S Potomac Street to Rosehill Avenue	6,000 sy
2000	Pope Avenue: (36)	East Howard to Third Street	6,895 sy
1992	Division Avenue: (28)	Security Road to Park Road	1,029 sy
1995	Medway Road: (44)	Security Road to City line	3,083 sy
1993	Maryland Avenue: (25-32)	Howard Street to Memorial Boulevard	10,240 sy
1992	Winston Drive: (50)	Abby Lane to cul de sac	2,624 sy
2001	Garrett Street: (36)	Spruce Street to Guilford Avenue	4,070 sy
2005	Mt Aetna: (39)	Eastern Blvd to City line	3,642 sy
2005	Oxford Circle: (36)	Wakefield Road to Avon Road	2,535 sy
	Westside Avenue: (38)	W Franklin Street to W Washington Street	4,093 sy
1999	Country Club Rd: (38)	Potomac Street to The Terrace	4,110 sy
1995	Mcdowell Street: (39)	Langdon St to Salem Ave	4,670 sy
1993	Randolph Avenue: (54)	N Potomac St to Mulberry St	3,388 sy
1994	John Street (33)	Locust St to Mulberry St	1,365 sy
1998	Central Avenue (28)	Georgia Avenue to Marshall Street	1,322 sy
1992	Noland Drive (46)	Court 1 to Linwood Rd	6,360 sy
1996	W Washington Street (32)	Park Road to Wakefield Road	6,379 sy
1994	Vista Street (37)	Security Road to Jefferson Blvd	1,440 sy
1994	Vale Street (33)	Security Road to Jefferson Blvd	1,652 sy

**TOTAL 74,897 SY**

# City of Hagerstown Potential Preservation Program Spring 2027 (FY 27)

**DRAFT** – Mill and Overlay Streets

*Last revised 2/26/2025*

<b><u>Year Last Paved</u></b>	<b><u>Street (PCI)</u></b>	<b><u>Location</u></b>	<b><u>Area</u></b>
2002	S. Potomac Street: (49)	Railroad to City Line	9,680 sy
2003	S. Potomac Street: (49)	Antietam Street to Lee Street	6,219 sy
1996	Hammond Street: (26-46)	Linganore to Mitchell Avenue	2,195 sy
1997	Water Street (48)	Park Road to N Mont Valla Avenue	2,063 sy
1996	N. Mont Valla Avenue: (38)	W Washington Street to Water Street	2,453 sy
1985	King Street: (38)	Antietam Street to Baltimore Street	2,370 sy
1991	Maryland Avenue: (32)	Wilson Boulevard to Howard Street	7,441 sy
2009	Cannon Avenue: (28)	Franklin Street to Washington Street	1,343 sy
1995	Dewey Avenue: (39)	Mckee Avenue to Manilla Avenue	6,500 sy
2002	Fair Meadows Blvd (39)	City line to Winston Drive	5,833 sy
1996	High Street: (33)	Washington Street to Salem Avenue	3,048 sy
1995	Wakefield Road: (35-45)	Church Street to Franklin Street	3,484 sy
1996	Concord Street: (49)	Summer Street to Dead End	5,782 sy
1987	Cedarwood Drive (51)	Bramly Drive to Outer Drive	3,923 sy
2001	Woodland Way (42)	Prospect Avenue to W Irvin Ave	12,346 sy
2000	Belview (39)	May Street to Dead End	2,113 sy
1998	Outer Circle (38)	Cul-de-sac @ 1167 Outer Circle	1,148 sy

**TOTAL**

**77,941 SY**



**City of Hagerstown  
Potential Preservation Program  
Spring 2028 (FY 28)**

**DRAFT** – Mill and Overlay Streets

*Last revised 2/26/2025*

<b><u>Year Last Paved</u></b>	<b><u>Street (PCI)</u></b>	<b><u>Location</u></b>	<b><u>Area</u></b>
2001	Woodland Way (42)	W Irvin to Dead End	5,161 sy
1996	Bramly Drive (45)	Outer Drive to Outer Drive	7,640 sy
2004	Pennsylvania Avenue (49)	Hillcrest to City Line	15,781 sy
1982	Georgia Avenue (52)	Linganore Avenue to Arlington Avenue	7,022 sy
1998	Sherman Avenue (43)	Noland Drive to Elmwood	6,403 sy
1969	Armstrong Avenue (45)	City line to Dead end	2,904 sy
1998	Marion Street (49)	Noland Drive to Virginia Avenue	4,491 sy
1997	W Howard Street (44)	Virginia Avenue to Potomac Street	9,504 sy
1993	Spruce Street (44)	Garlinger to Wilson Blvd	9,567 sy
2002	Corbet Street (43)	E Howard Street to Wilson Blvd	4,227 sy
1992	Clarendon Avenue (38)	Salem Avenue to Marshall Street.	2,423 sy
1993	Liberty Street (49)	Cannon Avenue to Willard Street	5,644 sy
<b>TOTAL</b>			<b>80,767 SY</b>

**City of Hagerstown  
Potential Preservation Program  
Spring 2029 (FY 29)**

**DRAFT – Mill and Overlay Streets**

*Last revised 2/14/2025*

<b><u>Year Last Paved</u></b>	<b><u>Street (PCI)</u></b>	<b><u>Location</u></b>	<b><u>Area</u></b>
1997	Pennsylvania Avenue (49)	Park Lane to Hillcrest	4,032 sy
1996	Fairview Road (42)	Columbia to Dead End	6,786 sy
1990	West Wilson Boulevard (51)	S Potomac Street to Virginia Ave	18,735 sy
<b>TOTAL</b>			<b>xxxx SY</b>

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

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**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**

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**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, March 25, 2025. 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:**