

Regular Session (9th Voting Session)
Mayor and City Council
April 22, 2025
Agenda

7:00 PM - April 22, 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, May 6, 2025 – Work Session at 4:00 p.m.
 - 2. Tuesday, May 13, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, May 13, 2025 – Public Hearing at 7:00 p.m.
 - FY26 Property Tax Rate
 - FY26 Budget
 - 4. Tuesday, May 20, 2025 – Work Session at 4:00 p.m.
 - 5. Tuesday, May 27, 2025 – Regular Session at 7:00 p.m.

V. PROCLAMATION

- A. National Public Health Week
 - Autism Awareness Week
 - Child Abuse Prevention Month

VI. AGENDA ITEM CITIZEN COMMENTS

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

Citizens are welcome to provide comments in person or by sending an email to [**councilcomments@hagerstownmd.org**](mailto:councilcomments@hagerstownmd.org) no later than 5:00 p.m. on Tuesday, April 22, 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.

VII. MINUTES

March 4, 2025, March 11, 2025, March 18, 2025 and March 25, 2025

VIII. CONSENT

A. City Clerk

1. Cable Franchise Negotiations – River Oaks Communications Corp. (Parker, CO) \$ 49,950.00

A. Finance

1. Debt-Book Annual Fee – Fifth Asset, Inc. (Charlotte, NC) \$ 54,000.00

B. Fire

1. Motorola Mobile Radios – Motorola Solutions (Chicago, IL) \$ 209,481.84
2. Motorola Radios for the Fire Chief and Deputy Chief's vehicles purchased via Washington County Government (Hagerstown, MD) \$ 27,013.78
3. Electrical Upgrades: HFD Training Center - MEC Electric (Hagerstown, MD) \$ 35,794.21
4. Telehandler for the Training Center: (Sourcewell contract #020223-MAI) Allegany Ag (Hagerstown, MD) \$ 95,998.32

C. Technology and Support Services

1. ERP Subscription and Training Fees – SpryPoint Services, Inc. for (1/31/2025-1/30/2026)(Charlottetown, Canada) \$ 207,725.00
2. ERP Additional Subscription and Training Fees – WorkDay, Inc. (Pleasanton, CA) \$ 245,378.00
3. Consulting Services for New ERP System - KOA Hills Consulting, LLC (Reno, NV) \$ 33,250.00
4. MUNIS Utility Billing Services Change Order – Nelia M. Tidler (Houston, TX) \$ 40,000.00

D. Engineering

1. Pavement Conditions Survey – StreetScan, Inc. (Wakefield, MA) \$ 1200,321.00

E. Police

1. Vehicle Upfitting – Occasion of a Lifetime, LLC dba Squad Car Supply (Myersville, MD) \$ 24,250.00
2. MDT's for Cruisers – Dell (Pittsburgh, PA) \$ 27,540.00

F. Public Works

1. Tango Multi-Space Pay Stations – MacKay Meter, Inc. (New Glasgow, Nova Scotia) \$ 46,855.00
2. Mills Park Pavilion – GRC General Contractors, Inc. (Zullinger, PA) 50,249.00

G. Utilities

1. Light - Substation Class Voltage Regulators -- Wesco / Anixter (Glenville, IL) \$142,043.34

IX. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Chapter 186 Nuisance Abandoned Vehicles
- B. Approval of an Ordinance: Quit Claim of Alley at Washington County Transit

X. NEW BUSINESS

- A. Introduction of an Ordinance: Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) Zoning District ZT-2024-04
- B. Introduction of an Ordinance: Amend the City Code by Amending Chapter 140, the Land Management Code, to add or modify provisions related to State mandated direction on land use regulation of cannabis enterprises
- C. Introduction of an Ordinance: Quit Claim Washington County Museum of Fine Arts
- D. Approval of a Resolution: Memorandum of Understanding to Provide Parking at the Hub City Garage, Administrative Office of the Courts, Circuit Court of Washington County
- E. Approval of a Resolution: Speed Camera Contract Extension and Stop Gap Contract
- F. Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program.
- G. Approval of a Resolution to approve US Cellular Application for Co-location at 13500 Volvo Way
- H. Approval of On-Call Plumbing Services
- I. Approval of Agreement with Columbia Gas
- J. Approval of City Funding Support for the Doleman Black Heritage Museum (DBHM): Sponsorship for 2025 Juneteenth Event
- K. Approval of Wastewater Deduct Meter: Maryland Cultivation and Processing, LLC at 560 Western Maryland Parkway, Hagerstown
- L. Approval to Increase Pool Management Contract for 2025 Season
- M. Approval of New Position: Water Meter Serviceperson

XI. GENERAL CITIZEN COMMENTS

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XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

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

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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Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

March 4, 2025, March 11, 2025, March 18, 2025 and March 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**

Topic:

Cable Franchise Negotiations – River Oaks Communications Corp. (Parker, CO) \$ 49,950.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Administration_-_Cable_Franchise_-_River_Oaks.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.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS River Oaks and CBG Communications, Inc. has negotiated three contracts with Antietam Cable and one with Comcast. CBG will work as a subcontractor with River Oaks on this project.

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freier 4/15/15

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this will cross fiscal years. Adequate funding has been identified if needed in FY25. It is anticipated that funding overall will be included in FY26 Proposed budget.

Michelle Repley 4/15/15

Signature / Date

(4) City Administrator

COMMENTS

Approve

Michelle Repley 4/14/15

Signature / Date

River Oaks Communications Corporation

Denver Office:

10940 S Parker Road, Suite #766
Parker, Colorado 80134
Telephone: (303) 947-6133
E-Mail: bduchen@rivoaks.com

Colorado Springs Office:

710 Count Pourtales Drive
Colorado Springs, Colorado 80906
Telephone: (719) 339-4604
E-Mail: tduchen@rivoaks.com

April 11, 2025

Scott Nicewarner
City Administrator
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Dear Scott:

We are writing regarding the interest of the City of Hagerstown ("City") in entering into an agreement with River Oaks Communications Corporation ("River Oaks") to work on the City's behalf regarding the cable franchise renewal with Antietam Cable Television, Inc. ("Antietam"). A Scope of Work is attached to this letter agreement.

River Oaks shall invoice the City on a monthly basis for services as outlined in the Scope of Work. Payment shall be remitted by the City to River Oaks within thirty (30) days after receipt of River Oaks' invoice(s). CBG Communications, Inc. ("CBG") will work as a subcontractor with River Oaks on this project.

River Oaks is an independent contractor hereunder. This letter agreement sets forth the entire agreement between the parties concerning the subject matter hereof.

If all of the foregoing is acceptable, please sign below and return a copy of this letter agreement to us. River Oaks is pleased to be working again with the City.

Sincerely,

Robert M. Duchen
Vice President

Accepted and agreed to this ____ day of _____, 2025.

City of Hagerstown

By: _____
Scott Nicewarner - City Administrator

SCOPE OF WORK

- A. Review the existing Cable Television Franchise Agreement dated November 11, 2014 (“Franchise Agreement”) between the City and Antietam.
- B. Review and verify for accuracy the DFOI I-Net Connections listed in Exhibit C to the Franchise Agreement.
- C. Review and verify for accuracy the WAN/Cable Modem System Connections listed in Exhibit C to the Franchise Agreement.
- D. Review and verify for accuracy the Complimentary Cable Drop/Services Locations listed in Exhibit D to the Franchise Agreement.
- E. Review the City Code for cable television provisions.
- F. Address the cable franchise renewal letter (Section 626 Letter), if any, from Antietam required under the Federal Cable Acts.
- G. Review the Cable Television Franchise Agreement between the City and Comcast of California/Maryland/Pennsylvania/Virginia/West Virginia, LLC dated November 22, 2022 for comparative purposes.
- H. Conduct negotiations with Antietam under the Informal Franchise Renewal Process of the Federal Cable Acts.
- I. Analyze utilization of the current I-Net by DFOI Users and determine if additional locations and connectivity are needed.
- J. Update, as necessary, all of the Exhibits to the existing Franchise Agreement with Antietam.
- K. Hold one (1) Town Hall meeting so that interested stakeholders (residents, businesses, K-12 schools, Hagerstown Community College, Access producers and others) can voice their opinions regarding Antietam’s services.
- L. Ascertain the City’s Educational and Governmental Access needs (channel capacity, equipment, studio, EG Fees, etc.) for the new Cable Franchise.
- M. Participate in franchise negotiations meetings/phone calls with the City and Antietam.
- N. Prepare the new Antietam Cable Television Franchise Agreement for City Council consideration and approval.
- O. Incorporate City Council input and finalize the new Franchise Agreement.
- P. Provide other consulting services as requested by the City.

Fees and Expenses

The projected cost for this off-site work for River Oaks is \$24,050 (74 hours) plus expenses. The projected cost for off-site work (plus one on-site visit) for CBG Communications is \$24,750 (150 hours). Expenses are projected to be \$1,150. The total projected cost for this project is \$49,950, including 1 trip to the City for the EG access visit and Town Hall meeting. It is anticipated that our work on this project will take six (6) months to complete and is subject to the cooperation and responsiveness of Antietam. If the project lasts longer than six (6) months, any supplemental hours would be subject to the mutual written agreement of the parties.

The Scope of Work does not cover the formal franchise renewal process, a technical review of the cable system, a franchise fee audit, a subscriber survey, focus groups or other components that could be included in cable franchise renewals.

It shall be the City's decision whether or not to enter into a new Cable Franchise Agreement with Antietam.

Reimbursable Direct Costs

- Outside Clerical
- Travel (upon request)

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

Topic:

Debt-Book Annual Fee – Fifth Asset, Inc. (Charlotte, NC) \$ 54,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Finance_-_DebtBook_Premium_Support.pdf

Description

Signed Consent

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Indicate with an X	FOCUS AREA	GOAL STATEMENT
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X	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Software used for debt, lease, and subscription management. Assists in GASB 87 & GASB 96 requirements.

Brooke Garver Digitally signed by Brooke Garver
Date: 2025.04.08 13:32:56 -04'00'


Signature / Date

 4/10/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 4/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this crosses multiple fiscal years? will be charged? invoiced in each applicable year. There is adequate funding in FY25 and FY26 Proposed Budget to cover. It is anticipated future budget year will include its portion.

 4/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/11/25
Signature / Date



Hagerstown, MD

1 E. Franklin St.
Hagerstown, MD 21740
United States

Brooke Garver
bgarver@hagerstownmd.org
(301) 739-8577 ext. 155

Quote created: April 4, 2025
Quote expires: May 4, 2025
Quote created by: Jake McGlone

The proposed pricing set forth below is based on an initial term of 24 months and includes the products and services listed below.

Treasury

Item & Description		Year 1	Year 2
Debt Accounting	Price	\$0.00	\$0.00
Annual recurring fee for DebtBook's debt accounting software-as-a-service application provided to Customer through access to the Application Services			
Debt Management Core	Price	\$12,000.00	\$12,000.00
Annual recurring fee for DebtBook's debt management software-as-a-service application provided to Customer through access to the Application Services			

Compliance

Item & Description		Year 1	Year 2
Lease & SBITA Management Complete	Price	\$10,000.00	\$10,000.00
Annual recurring fee for DebtBook's Lease and SBITA management software-as-a-service application provided to Customer through access to the Application Services			
Lease & SBITA Management Premium Support	Price	\$5,000.00	\$5,000.00
The additional ongoing support provided to Customer, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data. Pricing is calculated in increments of 25 contracts.			

Annual Summary	Year 1	Year 2
Recurring Subscription Fees	\$27,000.00	\$27,000.00
One-Time Implementation Fees	\$0.00	
Annual Total	\$27,000.00	\$27,000.00
TOTAL CONTRACT VALUE		\$54,000.00

The pricing and terms in this proposal are preliminary and subject to change. Final pricing will be confirmed only on the execution and delivery of a formal agreement between the parties.

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

Topic:

Motorola Mobile Radios – Motorola Solutions (Chicago, IL) \$ 209,481.84

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Mobile_Radios.pdf

Mobiule_Radios_Fleet_Memo.pdf

Mobile_Radios_Fleet_Consent.pdf

Mobile_Radios_Fleet_Quote.pdf

Description

Signed Consent Form

Motorola Mobile Radios -
Fleet memo

Motorola Mobile Radios -
Consent

Motorola Mobile Radios -
Fleet Quote

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Purchase all-band mobile radios for fire vehicles to enhance communication capabilities and ensure interoperability across different radio systems.

J.D. Bauer 4/8/25
Signature / Date

J.D. Bauer 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Need updated w/9 (TF requested)

Y/Ole French 4/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brian Caner 04/09/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 4/11/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

April 22, 2025

TO: Scott Nicewarner, City Administrator
FROM: Fire Chief John E. DiBacco *JEDiBacco*
SUBJECT: All-Band Mobile Radios – All Apparatus

The Hagerstown Fire Department (HFD) requests approval to purchase all-band mobile radios for existing apparatus to enhance communication capabilities and ensure interoperability across different radio systems.

While HFD recently replaced portable radios through a collaborative grant with Washington County, the grant did not include funding for vehicle-mounted mobile radios in department apparatus. These mobile radios are essential for broadcasting through apparatus-mounted hearing protection systems and provide the capability to switch between different frequency bands as needed.

Currently, Washington County's backup communication system operates within the State 700 MHz radio system, which is only accessible via portable radios. There is no firm plan from the county to replace vehicle-mounted radio systems, and an upgrade is likely many years away. Procuring all-band mobile radios now will ensure continued effective communication, particularly during mutual aid responses and when utilizing the backup system.

The department intends to purchase the all-band mobile radios through **Motorola Solutions** for a total cost of **\$209,481.84**. This acquisition is critical to maintaining seamless communication capabilities and ensuring firefighter safety and operational efficiency. Motorola Solutions is the sole source provider for the radio system utilized by the Hagerstown Fire Department, which is managed and maintained by the Washington County Wireless Communications Shop. All components, programming, and integration must be compatible with the existing county-managed system, which exclusively operates on Motorola infrastructure and equipment.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Purchase all-band mobile radios for fire vehicles to enhance communication capabilities and ensure interoperability across different radio systems.


Signature / Date


Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



QUOTE-3008536
Hagerstown Fire Qty 31 APX8500s

Billing Address:
HAGERSTOWN, CITY OF
929 Eldridge Drive
Hagerstown, MD 21740
US

Shipping Address:
Hagerstown Fire Department
929 Eldridge Drive
Hagerstown, MD 21740
US

Quote Date:03/20/2025
Expiration Date:06/18/2025
Quote Created By:
Daniel Leary
Sr. Account Executive
Daniel.Leary@
motorolasolutions.com
(360)-801-6677

End Customer:
Hagerstown Fire Department
DC Adam Hopkins
ahopkins@hagerstownmd.org
(301)-791-2544

Contract: 36331 - MWCOG

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Sale Price	Ext. Sale Price
APX™ 8500								
1	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	20	\$6,129.00	\$122,580.00	\$3,677.40	\$73,548.00
1a	G851AG	0681	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	20	\$879.00	\$17,580.00	\$527.40	\$10,548.00
1b	GA00580AA	0681	ADD: TDMA OPERATION	20	\$495.00	\$9,900.00	\$297.00	\$5,940.00
1c	G66BN	0681	ADD: DASH MOUNT E5	20	\$138.00	\$2,760.00	\$82.80	\$1,656.00
1d	G51AT	0681	ENH:SMARTZONE	20	\$1,650.00	\$33,000.00	\$990.00	\$19,800.00
1e	GA05508AA	0681	DEL: DELETE VHF BAND	20	-\$800.00	-\$16,000.00	-\$480.00	-\$9,600.00
1f	GA01606AA	0681	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	20	\$0.00	\$0.00	\$0.00	\$0.00
1g	B18CR	0681	ADD: AUXILIARY SPKR 7.5 WATT APX	20	\$66.00	\$1,320.00	\$39.60	\$792.00
1h	G89AC	0681	ADD: NO RF ANTENNA NEEDED	20	\$0.00	\$0.00	\$0.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Sale Price	Ext. Sale Price
1i	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	20	\$0.00	\$0.00	\$0.00	\$0.00
1j	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	20	\$0.00	\$0.00	\$0.00	\$0.00
1k	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	20	\$567.00	\$11,340.00	\$340.20	\$6,804.00
1l	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	20	\$717.00	\$14,340.00	\$430.20	\$8,604.00
1m	W22BA	0681	ADD: STD PALM MICROPHONE APX	20	\$79.00	\$1,580.00	\$47.40	\$948.00
1n	QA09113AB	0681	ADD: BASELINE RELEASE SW	20	\$0.00	\$0.00	\$0.00	\$0.00
1o	W969BG	0681	ENH: MULTIKEY OPERATION	20	\$363.00	\$7,260.00	\$217.80	\$4,356.00
1p	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	20	\$330.00	\$6,600.00	\$198.00	\$3,960.00
1q	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	20	\$288.00	\$5,760.00	\$288.00	\$5,760.00
APX™ 8500								
2	M37TSS9PW1AN	0681	APX8500 ALL BAND MP MOBILE	11	\$6,129.00	\$67,419.00	\$3,677.40	\$40,451.40
2a	G851AG	0681	ADD: AES/DES-XL/DES-OFB ENCRYPT APX AND ADP	11	\$879.00	\$9,669.00	\$527.40	\$5,801.40
2b	GA00580AA	0681	ADD: TDMA OPERATION	11	\$495.00	\$5,445.00	\$297.00	\$3,267.00
2c	G51AT	0681	ENH: SMARTZONE	11	\$1,650.00	\$18,150.00	\$990.00	\$10,890.00
2d	GA05508AA	0681	DEL: DELETE VHF BAND	11	-\$800.00	-\$8,800.00	-\$480.00	-\$5,280.00
2e	GA01606AA	0681	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	11	\$0.00	\$0.00	\$0.00	\$0.00
2f	B18CR	0681	ADD: AUXILIARY SPKR 7.5 WATT APX	11	\$66.00	\$726.00	\$39.60	\$435.60
2g	G89AC	0681	ADD: NO RF ANTENNA NEEDED	11	\$0.00	\$0.00	\$0.00	\$0.00
2h	G444AH	0681	ADD: APX CONTROL HEAD SOFTWARE	11	\$0.00	\$0.00	\$0.00	\$0.00
2i	G67EH	0681	ADD: REMOTE MOUNT E5 MP	11	\$327.00	\$3,597.00	\$196.20	\$2,158.20



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	APC	Description	Qty	List Price	Ext. List Price	Sale Price	Ext. Sale Price
2j	GA01517AA	0681	DEL: NO J600 ADAPTER CABLE NEEDED	11	\$0.00	\$0.00	\$0.00	\$0.00
2k	G806BL	0681	ENH: ASTRO DIGITAL CAI OP APX	11	\$567.00	\$6,237.00	\$340.20	\$3,742.20
2l	GA01670AA	0681	ADD: APX E5 CONTROL HEAD	11	\$717.00	\$7,887.00	\$430.20	\$4,732.20
2m	W22BA	0681	ADD: STD PALM MICROPHONE APX	11	\$79.00	\$869.00	\$47.40	\$521.40
2n	QA09113AB	0681	ADD: BASELINE RELEASE SW	11	\$0.00	\$0.00	\$0.00	\$0.00
2o	W969BG	0681	ENH: MULTIKEY OPERATION	11	\$363.00	\$3,993.00	\$217.80	\$2,395.80
2p	G361AH	0681	ENH: P25 TRUNKING SOFTWARE APX	11	\$330.00	\$3,630.00	\$198.00	\$2,178.00
2q	G78AT	0185	ENH: 3 YEAR ESSENTIAL SVC	11	\$288.00	\$3,168.00	\$288.00	\$3,168.00
3	CB001295A01	0362	CABLE,NMO MNT PFP-195 17FT CBL QMA PLUG/ MALE ASSEMBLY ONLY, NO ANTENNA	31	\$76.80	\$2,380.80	\$61.44	\$1,904.64

Grand Total **\$209,481.84(USD)**

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

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

Topic:

Motorola Radios for the Fire Chief and Deputy Chief's vehicles purchased via Washington County Government (Hagerstown, MD) \$ 27,013.78

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Radios_for_Fire_Chief_and_Deputy_Chief_Vehicles.pdf

Mobile_Radios_FC___DFC_memo.pdf

Mobile_Radios_FC___DFC_consent.pdf

Mobile_Radios_FC___DFC_invoice_1.pdf

Mobile_Radio_invoice_2.pdf

Description

Signed Consent Form

Mobile Radio - FC & DFC
Vehicles

Mobile Radio - FC & DFC
Vehicles Consent

Mobile Radio - FC & DFC
Vehicles Invoice 1

Mobile Radio - FC & DFC
Vehicles Invoice 2

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 Required radio equipment for command staff vehicles. Routine purchase with new vehicles.

J. DeBaues 4/8/25
Signature / Date

J. DeBaues 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

T. DeFreese 4/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cannon 04/09/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Christi Thunwagner 4/11/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

April 22, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

A handwritten signature in black ink, appearing to read "J E DiBacco".

SUBJECT: Vehicle Mounted Mobile Radios

The Hagerstown Fire Department (HFD) requests approval to purchase four mobile (vehicle-mounted) radios for newly acquired staff command vehicles.

The fire chief and deputy fire chief vehicles have already been approved and purchased and are currently undergoing buildout. Each command vehicle is equipped with two mobile radios to ensure reliable communication during emergency operations.

This purchase is funded through a separate Capital Improvement Program (CIP) item and requires Mayor and Council approval before proceeding.

The department intends to purchase the mobile radios from **Washington County Government through the Wireless Communications Shop** for a total cost of **\$27,013.78**. This acquisition is essential to maintaining effective incident command communications and operational efficiency.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

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 Required radio equipment for command staff vehicles. Routine purchase with new vehicles.

 4/8/25
Signature / Date

 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



WASHINGTON COUNTY TREASURER
35 W. WASHINGTON STREET
HAGERSTOWN, MD 21740

INVOICE

Invoice Date	Invoice No.
02/19/2025	208661
Customer Number	
250492	
Invoice Total Due	
\$13,304.26	
Due Date	
03/21/2025	

HAGERSTOWN FIRE DEPARTMENT
25 W CHURCH STREET
HAGERSTOWN, MD 21740

HAGERSTOWN Amount Remitted

FEB 25 2025

FIRE DEPARTMENT

01820255002086619000133042660000

Return top portion with your payment.

For billing questions, please call 240-313-2314

Invoice Date: 02/19/2025 Invoice No: 208661 Customer Number: 250492

Description	Quantity	UOM	Unit Amt.	Amount Due
WIRELESS COMMUNICATION - PARTS	1.00	EACH	\$6,652.13	\$6,652.13
WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACESSORIES FOR CHIEF VEHICLE				
WIRELESS COMMUNICATION - PARTS	1.00	EACH	\$6,652.13	\$6,652.13
WIRELESS COMMUNICATION - PARTS APX 8500 MOBILE RADIO AND ACCESSORIES FOR NEW DEPUTY CHIEF VEHICLE				
Please put Invoice Number on your check. Make Checks Payable to: Washington County Treasurer			Invoice Total:	\$13,304.26

Payments not received by the due date will be considered delinquent.
Unpaid charges are subject to late fee of 1.5% per month.

ORIGINAL
COPY



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

2025-02-14 14:25:50

ORIGINAL INVOICE

Transaction Number 1187140893	Transaction Date 05-FEB-2025	Transaction Total 6,652.13 USD
P.O. Number WASHCO33048	P.O. Date 27-DEC-2024	Customer Account No 1036370526
Payment Terms Due Immediately		Payment Due Date 05-FEB-2025
Bill To Address BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY ATTN: Accounts Payable 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	Project No: PROJECT NOT NEEDED	Ship To Address WASHINGTON COUNTY WIRELESS COMMUNICATIONS 33 W WASHINGTON ST HAGERSTOWN MD 21740 United States

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203616544

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		Motorola APX 8500 Mobile Radio and Accessories for Chief vehicle at City of Hagerstown Fire Dept	1	6,652.13	6,652.13
USD Subtotal					6,652.13
USD Total					6,652.13
USD Amount Due					6,652.13

VOUCHER#	2046161
APPROVED BY	Shomo W. W. W.
VENDOR#	1900
RECEIVER#	55860
ACCOUNT#	599999-10-11999

ME

AC 2/14/25

Please detach here and return the bottom portion with your payment

- 61070-EAFT-000000

Payment Coupon

Transaction Number 1187140893	Customer Account No 1036370526	Payment Due Date 05-FEB-2025	Transaction Total 6,652.13 USD	Amount Paid
---	--	--	---	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BOARD OF COUNTY
COMMISSIONERS OF WASHINGTON
COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

Payment Transfer Details

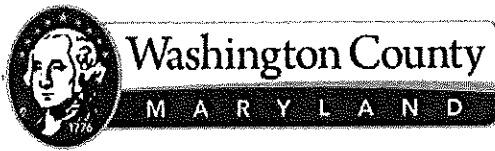
CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:



MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Purchase Order

Order	WASHCO33048
Order Date	27-DEC-2024
Change Order	0
Change Order Date	27-DEC-2024
Revision	0
Ordered	6,652.13 USD

Sold To
Board of County Commissioners of
Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740

Supplier **MOTOROLA SOLUTIONS, INC.**
809 Pinnacle Drive
Suite G
LINTHICUM HEIGHTS, MARYLAND
21090ANNE ARUNDEL

Bill To
Washington County
35 W WASHINGTON ST
SUITE 104
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Ship To **33 West Washington Street**
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Notes

Per Motorola Solutions Quote No. 2900055 dated November 18, 2024, with pricing based on Metropolitan Washington Council of Governments (MWCOG contract 21-069) awarded to Motorola October 2, 2020. Please email PO to Dan Leary. daniel.leary@motorolasolutions.com.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	1900	Immediate		Destination	BPW
Confirm To	Deliver To Contact				
Carlin M. Bakner	Thomas Weber				

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Motorola APX 8500 Mobile Radio and Accessories for Chief vehicle at City of Hagerstown Fire Dept. qty 1.	1.00		Amount		
	Requested		6,652.13	Amount	6,652.13	
	12/27/24					
	Requested Date correspond to the date of arrival at the Ship-to Location.					
	Line Total				6,652.13	
Total					6,652.13	

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:

Products containing any chemical substance must be labeled and have Material Safety Data Sheet sent with first shipment

[illegible]

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com**ORIGINAL INVOICE**

Transaction Number 1187140889	Transaction Date 05-FEB-2025	Transaction Total 6,652.13 USD
P.O. Number WASHCO33049	P.O. Date 27-DEC-2024	Customer Account No 1036370526
Payment Terms Due immediately	Payment Due Date 05-FEB-2025	
Bill To Address BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY ATTN: Accounts Payable 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	Project No: PROJECT NOT NEEDED	Ship To Address WASHINGTON COUNTY WIRELESS COMMUNICATIONS 33 W WASHINGTON ST HAGERSTOWN MD 21740 United States

IMPORTANT INFORMATION

Sales Order(s): 3203616551

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1		APX 8500 Mobile Radio and Accessories for new Deputy Chief vehicle at City of Hagerstown Fire Dept	1	6,652.13	6,652.13
USD Subtotal					6,652.13
USD Total					6,652.13
USD Amount Due					6,652.13

VOUCHER#	202205
APPROVED BY	Thomas Weber
VENDOR#	1900
RECEIVER#	55862
ACCOUNT#	599999-10-11999

Please detach here and return the bottom portion with your payment

- BIL070 - EQPT

Payment Coupon

Transaction Number 1187140889	Customer Account No 1036370526	Payment Due Date 05-FEB-2025	Transaction Total 6,652.13 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	--	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

BOARD OF COUNTY
COMMISSIONERS OF WASHINGTON
COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

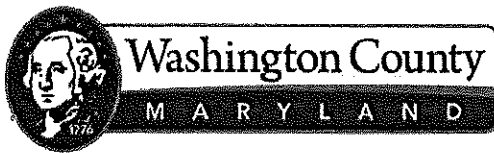
Payment Transfer Details

CHICAGO
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319819

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
13104 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Purchase Order

Order	WASHCO33049
Order Date	27-DEC-2024
Change Order	0
Change Order Date	27-DEC-2024
Revision	0
Ordered	6,652.13 USD

Sold To **Board of County Commissioners of
Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740**

Supplier **MOTOROLA SOLUTIONS, INC.
809 Pinnacle Drive
Suite G
LINTHICUM HEIGHTS, MARYLAND
21090ANNE ARUNDEL**

Bill To **Washington County
35 W WASHINGTON ST
SUITE 104
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES**

Ship To **33 West Washington Street
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES**

Notes

Per Motorola Solutions Quote No. 2924900 dated December 5, 2024, with pricing based on Metropolitan Washington Council of Governments (MWCOG contract 21-069) awarded to Motorola October 2, 2020. Please email PO to Dan Leary. daniel.leary@motorolasolutions.com.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	1900	Immediate		Destination	BPW
Confirm To				Deliver To Contact	
Carin M. Bakner				Thomas Weber	

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Motorola APX 8500 Mobile Radio and Accessories for new Deputy Chief vehicle at City of Hagerstown Fire Dept. qty 1.	1.00		Amount		
		Requested 12/27/24	6,652.13	Amount	6,652.13	
	Requested Date correspond to the date of arrival at the Ship-to Location.					
				Line Total	6,652.13	
				Total	6,652.13	

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:

Products containing any chemical substance must be labeled and have Material Safety Data Sheet sent with first shipment.

[illegible]



WASHINGTON COUNTY TREASURER
35 W. WASHINGTON STREET
HAGERSTOWN, MD 21740

INVOICE

Invoice Date	Invoice No.
03/12/2025	209068
Customer Number	
250492	
Invoice Total Due	
\$13,709.52	
Due Date	
04/11/2025	

HAGERSTOWN FIRE DEPARTMENT
25 W CHURCH STREET
HAGERSTOWN, MD 21740

HAGERSTOWN
MAR 19 2025
FIRE DEPARTMENT

Amount Remitted

01820255002090686000137095220000

Return top portion with your payment.

For billing questions, please call 240-313-2314

Invoice Date: 03/12/2025 Invoice No: 209068 Customer Number: 250492

Description	Quantity	UOM	Unit Amt.	Amount Due
WIRELESS COMMUNICATION - PARTS WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACCESSORIES FOR SECOND DEPUTY CHIEF VEHICLE	1.00	EACH	\$4,422.60	\$4,422.60
WIRELESS COMMUNICATION - PARTS WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACCESSORIES FOR SECOND DEPUTY CHIEF VEHICLE	1.00	EACH	\$85.56	\$85.56
WIRELESS COMMUNICATION - PARTS WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACCESSORIES FOR SECOND DEPUTY CHIEF VEHICLE	1.00	EACH	\$2,346.60	\$2,346.60
WIRELESS COMMUNICATION - PARTS WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACCESSORIES FOR SECOND DEPUTY CHIEF VEHICLE	1.00	EACH	\$6,769.20	\$6,769.20
WIRELESS COMMUNICATION - PARTS WIRELESS COMMUNICATION - PARTS MOTOROLA APX 8500 MOBILE RADIO AND ACCESSORIES FOR SECOND DEPUTY CHIEF VEHICLE	1.00	EACH	\$85.56	\$85.56
Please put Invoice Number on your check. Make Checks Payable to: Washington County Treasurer			Invoice Total:	\$13,709.52

Payments not received by the due date will be considered delinquent.
Unpaid charges are subject to late fee of 1.5% per month.

ORIGINAL
COPY

[illegible]



ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number 8282086780	Transaction Date 28-FEB-2025	Transaction Total 4,422.60 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due immediately	Payment Due Date 28-FEB-2025	
Bill To Address WASHINGTON COUNTY ATTN: Accounts Payable 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	Ship To Address WASHINGTON COUNTY 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203672730
Delivery Number(s): 9112442786

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE SO Line #: 1.1 Ship Date: 28-FEB-2025 SERIAL NUMBERS 681CBD4784	1	3,677.40	3,677.40
1.1	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	0.00	0.00
1.2	W969BG	ENH: MULTIKEY OPERATION	1	217.80	217.80
1.3	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	1	527.40	527.40

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8282086780	Customer Account No 1036573526	Payment Due Date 28-FEB-2025	Transaction Total 4,422.60 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	-----------------------------------	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WASHINGTON COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

DIVERSION CONTRARY TO EXPORT CONTROL LAW IS PROHIBITED



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8282086780	Transaction Date 28-FEB-2025	Transaction Total 4,422.60 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due immediately	Payment Due Date 28-FEB-2025	

USD Subtotal	4,422.60
USD Total Tax	0.00
USD Total	4,422.60
USD Amount Due	4,422.60

Washco 33180

VOUCHER#	206038
APPROVED BY	Thomas Wsh
VENDOR#	1900
RECEIVER#	56375
ACCOUNT#	599999-10-11999

(ME)

- B1L070 - EQPT - 000000

de 3/11/25

2025022110000000

3.03

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8282091022	Transaction Date 07-MAR-2025	Transaction Total 85.56 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due immediately	Payment Due Date 07-MAR-2025	

Visit our website at www.motorolasolutions.com**Bill To Address**

WASHINGTON COUNTY
 ATTN: Accounts Payable
 35 W WASHINGTON ST STE 104
 HAGERSTOWN MD 21740
 United States

Ship To Address

WASHINGTON COUNTY
 35 W WASHINGTON ST STE 104
 HAGERSTOWN MD 21740
 United States

IMPORTANT INFORMATION

Ultimate Destination
 United States

Freight Terms: FREIGHT
 PREPAID
 Inco Term: CPT
 NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

Sales Order(s): 3203672730

Delivery Number(s): 9112446067

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	HKN4191C	CABLE, ASSEMBLY, MM,MOBILE PWR CABLE 10 FT, 12 AWG, 20A SO Line #: 2.1 Ship Date: 06-MAR-2025	1	24.12	24.12
2	CB001295A01	CABLE,NMO MNT PFP-195 17FT CBL QMA PLUG/ MALE ASSEMBLY ONLY, NO ANTENNA SO Line #: 3.1 Ship Date: 06-MAR-2025 Tracking Number(s): 286165166924	1	61.44	61.44

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8282091022	Customer Account No 1036573526	Payment Due Date 07-MAR-2025	Transaction Total 85.56 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	---------------------------------------	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WASHINGTON COUNTY
 ATTN: Accounts Payable
 35 W WASHINGTON ST STE 104
 HAGERSTOWN MD 21740
 United States

Payment Transfer Details

Bank of America, Dallas
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319806

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 13108 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
US.remittance@motorolasolutions.com

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8282091022	Transaction Date 07-MAR-2025	Transaction Total 85.56 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due Immediately	Payment Due Date 07-MAR-2025	
USD Subtotal		85.56
USD Total Tax		0.00
USD Total		85.56
USD Amount Due		85.56

WASHCO 33180

VOUCHER#	200035
APPROVED BY	Shane Wehr
VENDOR#	1900
RECEIVER#	56377
ACCOUNT#	599999-10-11999

ME

BILOTO - ZQPT

AC 3/11/25

1 of 3



ORIGINAL INVOICE

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

Transaction Number 8282087216	Transaction Date 01-MAR-2025	Transaction Total 2,346.60 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due Immediately	Payment Due Date 01-MAR-2025	

Visit our website at www.motorolasolutions.com

Bill To Address

WASHINGTON COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

Ship To Address

WASHINGTON COUNTY
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(831)883-4238

Sales Order(s): 3203672730

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	LSV01S00131A	G78AT - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 01-MAR-2025 Service To: 29-FEB-2028	1	288.00	288.00
1.1	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	1	0.00	0.00
1.2	G89AC	ADD: NO RF ANTENNA NEEDED	1	0.00	0.00
1.3	GA05508AA	DEL: DELETE VHF BAND	1	(480.00)	(480.00)
1.4	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	0.00	0.00
1.5	GA01670AA	ADD: APX E5 CONTROL HEAD	1	430.20	430.20

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8282087216	Customer Account No 1036573526	Payment Due Date 01-MAR-2025	Transaction Total 2,346.60 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	--	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WASHINGTON COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1116800

ORIGINAL INVOICE

Transaction Number 8282087216	Transaction Date 01-MAR-2025	Transaction Total 2,346.60 USD
P.O. Number WASHCO33180	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Due immediately		Payment Due Date 01-MAR-2025

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.6	W22BA	ADD: STD PALM MICROPHONE APX	1	47.40	47.40
1.7	G67EH	ADD: REMOTE MOUNT E5 MP	1	196.20	196.20
1.8	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	340.20	340.20
1.9	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	39.60	39.60
1.10	QA09113AB	ADD: BASELINE RELEASE SW	1	0.00	0.00
1.11	GA00580AA	ADD: TDMA OPERATION	1	297.00	297.00
1.12	G51AT	ENH: SMARTZONE	1	990.00	990.00
1.13	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	198.00	198.00
1.14	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	0.00	0.00
USD Subtotal					2,346.60
USD Total Tax					0.00
USD Total					2,346.60
USD Amount Due					2,346.60

2025 MAR 11 10:03:24

WASHCO 33180

VOUCHER#	200036
APPROVED BY	[Signature]
VENDOR#	1900
RECEIVER#	56376
ACCOUNT#	599999-10-11999

- BIL070 - EQPT - 000000

ok 3/11/25



Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1116800

ORIGINAL INVOICE

Transaction Number 8282088901	Transaction Date 04-MAR-2025	Transaction Total 6,769.20 USD
P.O. Number WASHCO33179	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Net Due In 30 Days	Payment Due Date 03-APR-2025	
Bill To Address WASHINGTON COUNTY ATTN: Accounts Payable 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	Ship To Address WASHINGTON COUNTY 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	

Visit our website at www.motorolasolutions.com

IMPORTANT INFORMATION

Ultimate Destination
United States

Freight Terms: FREIGHT
PREPAID
Inco Term: CPT
NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
Telephone: 800-247-2346
Fax: +1(631)883-4238

Sales Order(s): 3203676155

Delivery Number(s): 8112447212

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE SO Line #: 1.1 Ship Date: 04-MAR-2025 SERIAL NUMBERS 681CBD4945	1	3,677.40	3,677.40
1.1	LSV01S00131A	G78AT - ENH: 3 YEAR ESSENTIAL SVC : Duration Service From: 08-MAR-2025 Service To: 07-MAR-2028	1	288.00	288.00
1.2	GA01606AA	ADD: NO BLUETOOTH/WIFI/GPS ANTENNA NEEDED	1	0.00	0.00
1.3	G89AC	ADD: NO RF ANTENNA NEEDED	1	0.00	0.00
1.4	GA05508AA	DEL: DELETE VHF BAND	1	(480.00)	(480.00)

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8282088901	Customer Account No 1036573526	Payment Due Date 03-APR-2025	Transaction Total 6,769.20 USD	Amount Paid
----------------------------------	-----------------------------------	---------------------------------	--	-------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WASHINGTON COUNTY
ATTN: Accounts Payable
35 W WASHINGTON ST STE 104
HAGERSTOWN MD 21740
United States

Payment Transfer Details

Bank of America, Dallas
WIRE Routing Transit Number: 026009593
ACH/EFT Routing Transit Number: 111000012
SWIFT: BOFAUS3N
Bank Account No: 3756319806

Send Payments To:



Motorola Solutions, Inc.
13108 Collections Center Drive
Chicago IL 60693
United States
Please provide your remittance details to:
US.remittance@motorolasolutions.com

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661
United States
Federal Tax ID: 36-1115800

ORIGINAL INVOICE

Transaction Number 8282088901	Transaction Date 04-MAR-2025	Transaction Total 6,769.20 USD
P.O. Number WASHCO33179	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Net Due in 30 Days	Payment Due Date 03-APR-2025	

Visit our website at www.motorolasolutions.com

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1.5	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1	0.00	0.00
1.6	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1	0.00	0.00
1.7	GA01670AA	ADD: APX E5 CONTROL HEAD	1	430.20	430.20
1.8	W22BA	ADD: STD PALM MICROPHONE APX	1	47.40	47.40
1.9	G67EH	ADD: REMOTE MOUNT E5 MP	1	196.20	196.20
1.10	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1	340.20	340.20
1.11	W969BG	ENH: MULTIKEY OPERATION	1	217.80	217.80
1.12	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	1	527.40	527.40
1.13	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1	39.60	39.60
1.14	QA09113AB	ADD: BASELINE RELEASE SW	1	0.00	0.00
1.15	GA00580AA	ADD: TDMA OPERATION	1	297.00	297.00
1.16	G51AT	ENH: SMARTZONE	1	990.00	990.00
1.17	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1	198.00	198.00
1.18	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1	0.00	0.00
				USD Subtotal	6,769.20
				USD Total Tax	0.00
				USD Total	6,769.20
				USD Amount Due	6,769.20

WASHCO 33179

VOUCHER#	200039
APPROVED BY	Shawn Weh
VENDOR#	1900
RECEIVER#	56378
ACCOUNT#	599999-10-11999

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OK 3/11/25

Washco 33179 2 of 2

**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8282091091	Transaction Date 07-MAR-2025	Transaction Total 85.56 USD
P.O. Number WASHCO33179	P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Net Due in 30 Days	Payment Due Date 06-APR-2025	
Bill To Address WASHINGTON COUNTY ATTN: Accounts Payable 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	Ship To Address WASHINGTON COUNTY 35 W WASHINGTON ST STE 104 HAGERSTOWN MD 21740 United States	

IMPORTANT INFORMATION

Ultimate Destination
 United States

Freight Terms: FREIGHT
 PREPAID
Incoterms: CPT
 NEAREST PORT OF IMPORT

For all invoice payment inquiries contact
AccountsReceivable@motorolasolutions.com
 Telephone: 800-247-2346
 Fax: +1(631)883-4238

Sales Order(s): 3203676155
Delivery Number(s): 9112446071

SPECIAL INSTRUCTIONS / COMMENTS

Line Item #	Item Number	Description	Qty.	Unit Price (USD)	Amount (USD)
1	HKN4191C	CABLE, ASSEMBLY, MM,MOBILE PWR CABLE 10 FT, 12 AWG, 20A SO Line #: 2.1 Ship Date: 06-MAR-2025	1	24.12	24.12
2	CB001295A01	CABLE,NMO MNT PFP-195 17FT CBL QMA PLUG/ MALE ASSEMBLY ONLY, NO ANTENNA SO Line #: 3.1 Ship Date: 06-MAR-2025 Tracking Number(s): 286165166924	1	61.44	61.44

Please detach here and return the bottom portion with your payment

Payment Coupon

Transaction Number 8282091091	Customer Account No 1036573526	Payment Due Date 06-APR-2025	Transaction Total 85.56 USD	Amount Paid
---	--	--	--	--------------------

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

WASHINGTON COUNTY
 ATTN: Accounts Payable
 35 W WASHINGTON ST STE 104
 HAGERSTOWN MD 21740
 United States

Payment Transfer Details

Bank of America, Dallas
 WIRE Routing Transit Number: 026009593
 ACH/EFT Routing Transit Number: 111000012
 SWIFT: BOFAUS3N
 Bank Account No: 3756319806

Send Payments To:**MOTOROLA SOLUTIONS**

Motorola Solutions, Inc.
 13108 Collections Center Drive
 Chicago IL 60693
 United States
 Please provide your remittance details to:
US.remittance@motorolasolutions.com



Motorola Solutions, Inc.
 500 West Monroe
 Chicago IL 60661
 United States
 Federal Tax ID: 36-1115800

Visit our website at www.motorolasolutions.com

ORIGINAL INVOICE

Transaction Number 8282091091		Transaction Date 07-MAR-2025	Transaction Total 85.56 USD
P.O. Number WASHCO33179		P.O. Date 20-FEB-2025	Customer Account No 1036573526
Payment Terms Net Due in 30 Days			Payment Due Date 06-APR-2025
USD Subtotal			85.56
USD Total Tax			0.00
USD Total			85.56
USD Amount Due			85.56

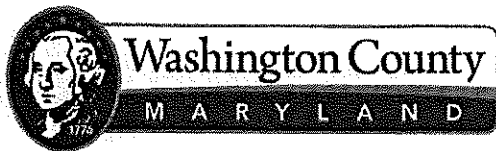
Washco 33179

VOUCHER#	2060019
APPROVED BY	Thomas Weln
VENDOR#	1900
RECEIVER#	56379
ACCOUNT#	599999-10-11999

ME

- BIL070 - EAPY - 000000

ok 3/11/25



Purchase Order

Order	WASHCO33180
Order Date	20-FEB-2025
Change Order	0
Change Order Date	20-FEB-2025
Revision	0
Ordered	6,854.76 USD

Sold To
Board of County Commissioners of
Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740

Supplier **MOTOROLA SOLUTIONS, INC.**
809 Pinnacle Drive
Suite G
LINTHICUM HEIGHTS, MARYLAND
21090ANNE ARUNDEL

Bill To
Washington County
35 W WASHINGTON ST
SUITE 104
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Ship To **33 West Washington Street**
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Notes

Quote No. 2995328 dated February 5, 2025 from Motorola Solutions for a total cost of \$6854.76, with pricing based on Metropolitan Washington Council of Governments (MWCOG contract 21-069) renewed on April 1, 2024 for an additional 3 year term. This will be directly billed to Hagerstown Fire Dept. Please email PO to Dan Leary. daniel.leary@motorolasolutions.com.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	1900	Immediate		Destination	BPW
Confirm To					Deliver To Contact
Aaron Weisner					Thomas Weber

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Motorola APX 8500 Mobile Radio and Accessories for second Deputy Chief vehicle at City of Hagerstown Fire Dept. qty 1.	1.00		Amount		
		Requested	6,854.76	Amount	6,854.76	
		3/5/25				
	Requested Date correspond to the date of arrival at the Ship-to Location.					
				Line Total	6,854.76	
				Total	6,854.76	

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:

Products containing any chemical substance must be labeled and have Material Safety Data Sheet sent with first shipment

**Washington County****M A R Y L A N D****Purchase Order**

Order	WASHCO33179
Order Date	20-FEB-2025
Change Order	0
Change Order Date	20-FEB-2025
Revision	0
Ordered	6,854.76 USD

Sold To **Board of County Commissioners of**
Washington County, Maryland
100 West Washington Street
HAGERSTOWN, MD 21740

Supplier **MOTOROLA SOLUTIONS, INC.**
809 Pinnacle Drive
Suite G
LINTHICUM HEIGHTS, MARYLAND
21090ANNE ARUNDEL

Bill To **Washington County**
35 W WASHINGTON ST
SUITE 104
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Ship To **33 West Washington Street**
HAGERSTOWN, MD 21740WASHINGTON
UNITED STATES

Notes

Quote No. 2995238 dated February 5, 2025 from Motorola Solutions for a total cost of \$6854.76, with pricing based on Metropolitan Washington Council of Governments (MWCOG contract 21-069) renewed on April 1, 2024 for an additional 3 year term. This will be directly billed to Hagerstown Fire Dept. Please email PO to Dan Leary. daniel.leary@motorolasolutions.com.

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	1900	Immediate		Destination	BPW
Confirm To			Deliver To Contact		
Aaron Welsner			Thomas Weber		

Line	Item	Price	Quantity	UOM	Ordered	Taxable
1	Motorola APX 8500 Mobile Radio and Accessories for second Chief vehicle at City of Hagerstown Fire Dept. qty 1.	1.00		Amount		
		Requested	6,854.76	Amount	6,854.76	
		3/5/25				
	Requested Date correspond to the date of arrival at the Ship-to Location.					
				Line Total	6,854.76	
					Total	6,854.76

Maryland Sales Tax Exemption No: 3000129 2

NOTE TO VENDOR:

Products containing any chemical substance
must be labeled and have Material Safety
Data Sheet sent with first shipment

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

Topic:

Electrical Upgrades: HFD Training Center - MEC Electric (Hagerstown, MD) \$ 35,794.21

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Electrical_Upgrades_at_HFD_Training_Center.pdf

Electrical_Upgrades_TC_memo.pdf

Electrical_Upgrades_TC_consent.pdf

Electrical_Upgrades_TC_quote_1.pdf

Electrical_Upgrades_TC_quote_2.pdf

Description

Signed Consent Form

Electrical Upgrades - HFD
Training Center Memo

Electrical Upgrades - HFD
Training Center Consent

Electrical Upgrades - HFD
Training Center Quote 1

Electrical Upgrades - HFD
Training Center Quote 2

[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 New electrical work is necessary for facility improvement. This installation of additional lighting enhances safety and security, and extends electrical service to areas of the facility that lack electricity.

J. DeBaun 4/8/25
Signature / Date

J. DeBaun 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frea 4/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. GF Fund Balance Reserves will be utilized or identified from operating.

B. Gauer 04/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Christa Newman 4/11/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

April 22, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco *JEDiBacco*

SUBJECT: Electrical Upgrades – HFD Training Center

The Hagerstown Fire Department (HFD) requests approval for electrical upgrades at the HFD Training Center to enhance safety, security, and operational functionality.

As upgrades to the HFD Training Center continue, additional electrical work is necessary to improve the facility. This project includes the installation of additional lighting to enhance safety and security, as well as the extension of electrical service into existing areas of the facility that currently lack electrical infrastructure.

The installation will be performed by **MEC, Inc. Electrical Services** at a total cost of **\$35,794.21**. These upgrades are essential to maintaining a safe and functional training environment for HFD personnel.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

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 New electrical work is necessary for facility improvement. This installation of additional lighting enhances safety and security, and extends electrical service to areas of the facility that lack electricity.


Signature / Date 4/8/25


Signature / Date 4/8/25

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



MEC Inc.
221 McRand Ct. Suite #100
Hagerstown, Maryland, 21740
Phone: 301-739-2000

Quote #9230913

Date 04/04/2025

Quote For: City of Hagerstown (Fire Department)
929 Eldridge Drive
Hagerstown, Maryland, 21740
Phone: 301-739-8577

Job Site 940 Bowman Avenue
Hagerstown, Maryland, 21740

MEC, Inc. is pleased to submit the following quote:

Reference: **Sea Container Sub Panel & Receptacles/Switches**

Scope of Work:

Training Tower Panel to Sea Container Sub Panel

- Supply and install one (1) QO120M100P panel in the first sea container.
- Remove and replace approximately 58' of blacktop from the existing ground box in the black top to the grass area. (For conduit trench)
- Trench approximately 100' from the ground box to the first sea container.
- Supply and install one (1) 1 1/2" PVC conduit from the ground box to the new sub panel in the sea container.
- Supply and install three (3) #2 THHN copper wires and one (1) #4 THHN copper wire inside the 1 1/2" PVC conduit.
- Supply and install grounding to meet NEC code requirements on the sub panel.

Switch & Receptacles in Sea Containers

- Supply and install four (4) QO120 breakers in the sub panel. (One for each sea container)
- Supply and install one (1) single pole switch in each sea container to control a single receptacle.
- Supply and install one (1) single receptacle in each sea container controlled by the switch. (Switched receptacle is for the customer installed stringer lights)
- Supply and install one (1) duplex receptacle in each sea container for a convenience receptacle. (Will be in the same box as the single receptacle)
- Supply and install 3/4" EMT conduit from the sub panel to each sea container. (Three (3) sea containers will share the same conduit raceway)
- Supply and install #12 THHN copper wires inside the 3/4" EMT conduit for the switch and receptacles.

Clarifications:

- The proposal is based on the 2020 NEC electrical installation requirements and standards.
- The proposal is based on normal working hours of 7:00am to 3:30pm, Monday thru Friday, Holidays excluded.
- If work is cancelled after accepting this proposal, you will be liable for all materials that are nonreturnable and require restocking fees that are out of MEC, Inc's control.
- There is a total of four (4) sea containers.

Exclusions:

- Electrical work that is not mentioned in the above scope of work.
- If there is cutting of drywall or other building materials to complete our work MEC is not responsible for patching and painting.
- If rock is encountered during trenching and additional equipment, labor and materials are needed, it will be discussed with the owner of the additional charges prior to moving forward.
- Trench will be mound up 3" to allow for settling purposes.

- Trees, plants, bushes, shrubs, landscaping, grass, seed, and straw.
- Existing Conduits, boxes, wires, and wiring, in walls ceilings and open spaces.
- Existing panels, breakers, controllers, time clocks, and photo eyes.
- Roof penetrations and patching.
- Power company fees.

Respectfully,

Wayne Powell

Wayne Powell

Service Manager

MEC, Inc.

t 301.739.2000 | m 301.748.1492 | f 301.739.5838

www.mec-electrical.com



Confidentiality Notice: All data and information contained herein and provided by MEC, Incorporated. In response to a protective client's RFP is considered confidential and proprietary. The data and information contained herein may not be reproduced, published, or distributed to, or for, any third parties without the express prior written consent of MEC, Incorporated.

Payment Terms: Net 15 days from invoice date. Finance charges will be applied after 15 days and every month thereafter in the amount of 1.5% of the payment amount past due.

(Due to significant and often daily cost increases that are out of our control associated with raw materials, global supply chain issues and shipping. MEC, Inc. reserves the right to adjust quotes/estimates with current updated market prices if the contract is issued or estimate is accepted after 15 days from the date it was presented. The additional charges will only be to cover the increased cost of the materials needed)

To accept this proposal, please sign, date, and return this document to MEC or e-mail your acceptance to wpowell@mec-electrical.com

Signature

Date

Total

\$14,169.46

APR - 7 2025

FIRE DEPARTMENT

Quote For: City of Hagerstown (Fire Department)
929 Eldridge Drive
Hagerstown, Maryland, 21740
Phone: 301-739-8577

Job Site 940 Bowman Avenue
Hagerstown, Maryland, 21740

MEC, Inc. is pleased to submit the following quote:

Reference: Pole Lights & Receptacles

Scope of Work:

Small Block Building with Subpanel

- Supply and install two (2) QO120 breakers in the existing 100-Amp sub panel.
- Supply and install one (1) surface mounted 3/4" EMT conduit from the existing 100-Amp subpanel to where the conduit will exit the building.
- Supply and install one (1) 1" PVC conduit from the small building to the existing wooden pole.
- Supply and install five (5) #10 THHN copper wires inside the 1" PVC conduit.
- Supply and install one (1) surface mounted quad receptacle on the wooden pole.
- Supply and install one (1) surface mounted switch on the wooden pole. (To shut the pole lights off if needed)
- Supply and install one (1) Halo W2P710 wood pole bracket.
- Supply and install two (2) Lumark NFFLD-C40-S Led flood lights.
- Remove and replace approximately 8' x 4' of concrete on the back corner of the building. (For conduit trench)
- Remove and replace approximately 2' x 6' of concrete close to the existing wooden pole. (For conduit trench)
- Trench approximately 150' from the small block building to the existing wooden pole.

Training Tower Building

- Supply and install two (1) QO120 breaker in the existing 200-Amp main panel.
- Supply and install one (1) 1" PVC conduit from the box in the blacktop to the existing wooden pole.
- Supply and install five (5) #10 THHN copper wires inside the 1" PVC conduit.
- Supply and install one (1) surface mounted quad receptacle on the wooden pole.
- Supply and install one (1) surface mounted switch on the wooden pole. (To shut the pole lights off if needed)
- Supply and install one (1) Halo W3P710 wood pole bracket.
- Supply and install three (3) Lumark NFFLD-C40-S Led flood lights.
- Remove and replace approximately 58' of blacktop from the ground box in the black top to the grass area. (For conduit trench)
- Supply and install one (1) 1" PVC conduit from the training tower building to an inground box at the back corner of carport. (For future power)
- Trench approximately 160' from the training tower building to the back corner of the carport.

Clarifications:

- The proposal is based on the 2020 NEC electrical installation requirements and standards.
- The proposal is based on normal working hours of 7:00am to 3:30pm, Monday thru Friday, Holidays excluded.
- If work is cancelled after accepting this proposal, you will be liable for all materials that are nonreturnable and require restocking fees that are out of MEC, Inc's

control.

Exclusions:

- Electrical work that is not mentioned in the above scope of work.
- If there is cutting of drywall or other building materials to complete our work MEC is not responsible for patching and painting.
- **If rock is encountered during trenching and additional equipment, labor and materials are needed, it will be discussed with the owner of the additional charges prior to moving forward.**
- Trench will be mound up 3" in the grass area to allow for settling purposes.
- Trees, plants, bushes, shrubs, landscaping, grass, seed, and straw.
- Existing Conduits, boxes, wires, and wiring, in walls ceilings and open spaces.
- Existing panels, breakers, controllers, time clocks, and photo eyes.
- Power company fees.

Respectfully,



Wayne Powell

Service Manager

MEC, Inc.

t 301.739.2000 | m 301.748.1492 | f 301.739.5838

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Payment Terms: Net 15 days from invoice date. Finance charges will be applied after 15 days and every month thereafter in the amount of 1.5% of the payment amount past due.

(Due to significant and often daily cost increases that are out of our control associated with raw materials, global supply chain issues and shipping, MEC, Inc. reserves the right to adjust quotes/estimates with current updated market prices if the contract is issued or estimate is accepted after 15 days from the date it was presented. The additional charges will only be to cover the increased cost of the materials needed)

To accept this proposal, please sign, date, and return this document to MEC or e-mail your acceptance to wpowell@mec-electrical.com

Signature

Date

Total \$21,624.75

Thank you for your consideration.

All prices valid for 15 days from above date.

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

Topic:

Telehandler for the Training Center: (Sourcewell contract #020223-MAI) Allegany Ag
(Hagerstown, MD) \$ 95,998.32

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Telehandler.pdf
Telehandler_Memo_2025_(1).pdf
Telehandler_Consent.pdf
Telehandler_Quote.pdf
Telehandler_SourceWell.pdf

Description

Signed Consent Form
Telehandler - Memo
Telehandler - Consent
Telehandler - Quote
Telehandler - SourceWell

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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 This telehandler is needed to support training at the HFD Training Center. It will provide for employee safety when moving heavy equipment and training props.

J. D. Bauer 4/8/25
Signature / Date

J. D. Bauer 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

APPROVE
Vendor will need set up in muris

Tyler Freese 4/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. GF Fund Balance Reserves will be utilized or identified in operating.

Blanner 04/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott McQuinn 4/11/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

April 22, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

SUBJECT: Telehandler – HFD Training Center

The Hagerstown Fire Department seeks approval to purchase a telehandler to support ongoing operations at the Fire Department Training Center. The telehandler will be used to move equipment and training props as the buildout of the facility progresses.

The Fire Department Training Center requires a reliable and efficient means of transporting heavy equipment and training props throughout the site. As the facility continues to develop, the need for such a device has become critical. A telehandler will enhance the department's ability to set up and reconfigure training scenarios efficiently, ensuring the continued effectiveness of firefighter training

The department intends to purchase a **GEHL RS6-34 GEN: 3** telehandler from **Allegany Ag** through the **Sourcewell Contract** for a total cost of **\$95,998.32**. The Sourcewell Contract ensures competitive pricing and streamlines the procurement process, offering cost-effective and reliable equipment for government agencies. This acquisition will provide essential support for training operations and contribute to the overall effectiveness and efficiency of the Fire Department Training Center.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This telehandler is needed to support training at the HFD Training Center. It will provide for employee safety when moving heavy equipment and training props.


Signature / Date 4/8/25


Signature / Date 7/8/25

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Offer No : 6663181
Offer validity period : 05/05/2025
Contact :
The Administrator



Sourcewell Member Pricing

March 18, 2025

Sourcewell Contract #: 020223-MAI

RS6-34 GEN:3 - STANDARD BASE UNIT

MACHINE		
RS6-34 GEN:3 - STANDARD BASE UNIT - U.S. AND CANADA ONLY	1	109,571.00 \$
OPTIONS		
GEHL Color - Yellow	1	0.00 \$
Cab Enclosure w/ Heat and A/C	1	9,801.00 \$
High Back Bucket Seat w/ Retractable Seatbelt	1	0.00 \$
Light Package - LED	1	1,223.00 \$
Personnel Work Platform (PWP) System	1	1,903.00 \$
Easy Link Module	1	364.00 \$
15.00 x 19.5 12-Ply	1	4,995.00 \$
Amber Strobe Light	1	353.00 \$
ATTACHMENTS		
Light Material Bucket - 96 in. (2438 mm) Wide, 1.3 cu. yd. (0.99	1	3,431.00 \$
Carriage, Masonry - 48 in. (1219 mm) Wide w/ 2 in. (50 mm) Pin /	1	2,936.00 \$
Pallet Forks - 1.75 in. x 5 in. x 48 in. (45 mm x 127 mm x 1219	1	1,424.00 \$
Personnel Work Platform	1	1,903.00 \$
EXTENDED WARRANTY / EXTENDED COVERAGE & SERVICES		
MONITOR + SECURE TELEMATICS		1,224.00 \$

Offer No : 6663181
Offer validity period : 05/05/2025



PRICE DETAILS		
Price		139,128.00 \$
Exceptional discount :	31.00 %	43,129.68 \$
TOTAL PRICE		
Total price (Excl. VAT)		95,998.32 \$



RFP #020223
REQUEST FOR PROPOSALS
for
Medium Duty and Compact Construction Equipment with Related Attachments

Proposal Due Date: February 2, 2023, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medium Duty and Compact Construction Equipment with Related Attachments to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 2, 2023, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	December 6, 2022
Pre-proposal Conference:	January 4, 2023, 10:00 a.m., Central Time
Question Submission Deadline:	January 25, 2023, 4:30 p.m., Central Time
Proposal Due Date:	February 2, 2023, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	February 2, 2023, 6:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities¹;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by:

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

¹ Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): <https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator>.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Medium Duty and Compact Construction Equipment with Related Attachments, including, but not to limited to, the following types of medium and compact construction equipment:

- a. Wheeled, tracked, and backhoe loaders;
- b. Skid steers;
- c. Mini excavators;
- d. Telehandlers; and
- e. Soil compaction and site preparation equipment.

Proposers may include related equipment, accessories, attachments, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed.

2. The primary focus of this solicitation is on Medium Duty and Compact Construction Equipment with Related Attachments. This solicitation should NOT be construed to include:

- a. Construction services; and,
- b. Equipment accessory, attachment, and supply only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in pending or planned Sourcewell solicitations, or in contracts currently maintained by Sourcewell, identified below:

- a. Mobile Refuse Collection Vehicles with Related Equipment, Accessories, and Services (RFP #091219)
- b. Ag Tractors with Related Attachments, Accessories, and Supplies (RFP #110719)
- c. Equipment Rental with Related Services (RFP #062320)
- d. Forklifts and Lift Trucks with Related Services (RFP #091520)
- e. Grounds Maintenance Equipment, Attachments, Accessories, and Related Services (RFP #031121)
- f. Road Right-of-Way Maintenance Equipment (RFP #070821)
- g. Roadway Maintenance Equipment (RFP #080521)
- h. Street Sweepers and Specialty Sweepers, with Related Equipment, Accessories, and Supplies (RFP #093021)
- i. Sewer Vacuum, Hydro-Excavation, and Municipal Pumping Equipment with Related Accessories and Supplies (RFP #101221)
- j. Public Utility Equipment with Related Accessories and Supplies (RFP #110421)

- k. Roadway Paving Equipment (RFP #060122)
- l. Snow and Ice Handling Equipment, Supplies, and Accessories (RFP #062222)
- m. Trailers with Related Equipment, Accessories, and Services (RFP #092922)
- n. Heavy Construction Equipment with Related Attachments and Technology (RFP #011723)
- o. Portable Construction Equipment with Related Accessories and Attachments (RFP #TBD)

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcwell anticipates that the term of any resulting contract(s) will be four years, with an optional one-year extension that may be offered based on the best interests of Sourcwell and its Participating Entities.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$200 Million; therefore, proposers are expected to propose volume pricing. Sourcwell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcwell cannot consider information that is not included in the proposal. Sourcwell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcwell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcwell or its Participating Entities occurring under a previously awarded Sourcwell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal

requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To request a modification to the template Contract, a proposer must submit the Exceptions to Terms, Conditions, or Specifications table with its proposal. Only those exceptions noted at the time of the proposal submission will be considered.

Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and

price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
- The number and geographic location of highest-scoring proposers that offer:
 - A comprehensive selection of the requested equipment, products, or services;
 - A sales and service network ensuring availability and coverage for Participating Entities' use; and
 - Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O.

Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of \$20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and

- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.



12/12/2022

Addendum No. 1

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

On page 16 of the template contract, Section 21. J., there is a Buy American Provisions Compliance section. "To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act."

Does this mean a product manufactured outside the US does not comply?

Answer 1:

Sourcewell contract template Section 21. – Provisions for Non-United States Federal Entity Procurement Under United States Federal Awards or Other Awards, only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds. The Buy American Provisions Compliance subsection requires compliance to the extent applicable.

A proposer may request a modification to the Sourcewell contract template as part of a proposal. To request a modification to the template contract terms, conditions, or specifications, a proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/12/2022, is required at the time of proposal submittal.



12/27/2022

Addendum No. 2

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will the Pre-Proposal Conference be recorded for viewing later if I am unable to watch it live?

Answer 1:

Sourcewell will provide the Pre-Proposal Conference presentation slides in PDF format to all registered plan takers after the event is complete. In addition, Sourcewell is planning to record the Pre-Proposal Conference. Assuming no technical difficulties in the process, Sourcewell will provide a link to the recording to all registered plan takers after the event.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 12/27/2022, is required at the time of proposal submittal.



1/3/2023

Addendum No. 3

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following amendment to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

RFP Amendment:

As the result of the publication of an RFP that has been identified as not included in the equipment, products, or services of this solicitation, RFP Subsection II. B. 3. o. is revised to remove the (RFP #TBD) placeholder, and insert the actual RFP number, to read as follows:

* * * *

o. Portable Construction Equipment with Related Accessories and Attachments (RFP #020923)

* * * *

The remainder of the RFP content remains unchanged.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 1/3/2023, is required at the time of proposal submittal.



01/24/2023

Addendum No. 4

Solicitation Number: RFP 020223

Solicitation Name: Medium Duty and Compact Construction Equipment with Related Attachments

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Can a manufacturer allow dealers to sell to Sourcewell members.

Answer 1:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Participating Entities and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell participating entities and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is it the manufacturer’s responsibility to provide sales activity or will each dealer report this information to Sourcewell?

Answer 2:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract.

Question 3:

How do you determine the fee that is paid to Sourcewell?

Answer 3:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

End of Addendum

Acknowledgement of this Addendum to RFP 020223 posted to the Sourcewell Procurement Portal on 01/24/2023, is required at the time of proposal submittal.

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

Topic:

ERP Subscription and Training Fees – SpryPoint Services, Inc. for (1/31/2025-1/30/2026)
(Charlottetown, Canada) \$ 207,725.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

IT_-_SpryPoint_Subscription_Fees_for_New_ERP.pdf

Signed Consent

CONSENT_AGENDA_FORM_SpryPoint_Subscription_Fees.pdf

Consent for ERP System

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of funds for subscription fees required for the City's new ERP system

Signature / Date

 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 4/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

 04/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/11/25
Signature / Date

Exhibit B – SaaS Pricing Schedule

1. Client Information

This Pricing Schedule is entered into by SpryPoint Services, Inc. ("SpryPoint") and Client as of the Effective Date and is subject to the terms and conditions of the Master Subscription Agreement between the Parties.

Name ("Client")	City of Hagerstown
Client Billing Contact Name	Tyler French
Client Billing Contact Phone Number	301-797-6345
Client Billing Contact Email	tfrench@hagerstownmd.org
Client Billing Address	1 East Franklin Street Hagerstown, MD 21740

2. Initial Term

The initial term of the subscriptions for SpryPoint SaaS reflected herein will commence on the Effective Date and Client's subscription will renew annually on the anniversary of the Effective Date for a period of X years.

3. Invoicing

Subscription Fees are in United States Dollars. The Subscription Fee for the initial year will be invoiced upon contract execution. Thereafter, Client's annual Subscription Fee will be invoiced annually 30 days in advance of the anniversary of the Effective Date for the duration of Client's subscription.

Implementation and Professional Services fees will be invoiced per the applicable SOW, change order, or as otherwise mutually agreed and are not reflected herein. All other fees will be billed subject to the Usage Metric Verification Process or the Integrated Notification Services Fees, described in the Agreement.

4. Payment Terms

Net 30 days from date of invoice.

5. SpryPoint SaaS Subscriptions

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "Implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryCIS – Customer Information System	SpryCIS supports customer service and account management; meter reading (including consumption and usage data); meter inventory records (including location data and billing related inventory records); field service order requests; rate, fee and tariff storage (for mass calculation); billing calculation and statements; and financial processing (including payment, adjustment, past due collection actions and notifications); unpaid debt processing; and financial reconciliations	Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹	31,250 (Water & Sewer)	\$4.00	125,000
		Production (1) Staging (1) Test (1)	Production (1) Staging (1)	Active Accounts ¹	17,500 (Electric)	\$1.5	\$26,250
SpryEngage – Customer Engagement Platform	SpryEngage supports customer self-service and engagement functions: customer facing (customer registration and login; mobile access; profile management; alert sign-up and delivery; guest access; interactive bill display; electronic billing payment processing; and electronic forms submissions) administrative (administrative dashboard; reporting and analytics; customer masquerading)	Production (1) Staging (1)	Production (1) Staging (1)	Active Accounts ¹	31,250	\$1.00	\$31,250
SpryIDM - Interval Data Management	SpryIDM supports access to interval data for meters, service points, and collections of meters; data ingestion processes; interval data standardization and normalization; generation and delivery of customer alerts			Active Accounts ¹	31,250	\$0.50	15,635



SMART SOLUTIONS FOR SMART UTILITIES

SpryPoint SaaS Subscription Name	SpryPoint SaaS Description	Environments Included during "implementation" *	Environments Included after "go-live" *	SpryPoint SaaS Usage Metric	Usage Metric Quantity	SpryPoint SaaS Fee Per Usage Metric	Initial Annual Subscription Fee
SpryMobile -- Mobile Field Service	SpryMobile supports the creation of short cycle work with real-time connectivity to SpryCIS (service orders; scheduling; dispatch; mapping GIS layers; MyWork; notifications)	Production (1) Staging (1)	Production (1) Staging (1)	Full Users ²	8	\$100/ User/ Month	\$9,600
Total Subscription Fee							\$0.00

¹ "Active Accounts" means the maximum annual quantity, in blocks of 500, licensed and available to Client in the production environment over a 12-month period. An account is no longer considered Active when the "Account State" field is automatically moved to Inactive by the System as determined by Client configuration decisions. In most cases the Account State is considered inactive when the Account is ineligible to receive a new Billing Statement and is no longer subject to ancillary processes such as penalties, collections routines, or external communication from SpryCIS.

² "Full User" means a user who can access SpryMobile's full functionality to create, edit and share data.

³ "Light User" means a user who has read-only access to SpryMobile functionality.

⁴ "Testable Assembly" means an assembly subject to test notices and test entry submissions.

* Upon mutual agreement between SpryPoint and Client, other environments may be established for specific purposes throughout the implementation (e.g., Test & Train) and will not result in additional cost to Client. If additional dedicated environments are required post go-live there may be additional fees required.

Integrated Notification Services Fees	
invoiced quarterly for actual usage or as otherwise described below exclusive of any applicable communications service or telecommunication provider (e.g., carrier fees or surcharges)	
Inbound & Outbound SMS Messaging	\$0.02 / Message segment consisting of a maximum of 160 characters. A message containing more than 160 characters, will be billed per 160 character message segment.
Local Outbound Voice Messaging	\$0.03 per minute
Toll-Free Outbound Voice Messaging	\$0.03 per minute
Optional Random Short Code	\$15,000.00 per year

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.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
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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

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

Topic:

ERP Additional Subscription and Training Fees – WorkDay, Inc. (Pleasanton, CA) \$ 245,378.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_WorkDay_Subscription___Training_Fees.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
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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 subscription fees and prepaid training credits required for the City's new ERP system

Signature / Date

 4/8/25

Signature / Date

(2) Purchasing Agent

COMMENTS



 4/9/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

 Approve.

 04/10/25

Signature / Date

(4) City Administrator

COMMENTS

 Recommend Approval

 4/11/25

Signature / Date



ORDER FORM 00464720.0

Customer Name	City of Hagerstown
Workday Entity	Workday, Inc. 6110 Stoneridge Mall Road Pleasanton, CA 94588
Universal Main Subscription Agreement (MSA)	This Order Form is subject to and governed by the MSA found at https://www.workday.com/content/dam/web/en-us/documents/legal/umsa-customers-us-can-v246.pdf . The MSA is hereby amended through the entire MSA Term to add as an addendum the US Public Sector Addendum found at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html .
Product Terms	Service SKUs are subject to the applicable Product Terms available at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
MSA and Order Form Effective Date	The later of the dates of the parties' signatures below
Order Term	January 31, 2025 through January 30, 2030
Currency	USD
Total Fees	1,980,293
Tenant (or Instance as applicable) Base Name <small>Tenant Base Name is used to generate Workday tenant URLs.</small>	hagerstownmd

Subscription Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	196,293
2	Due on First anniversary of the Order Term start date	408,436
3	Due on Second anniversary of the Order Term start date	416,607
4	Due on Third anniversary of the Order Term start date	424,937
5	Due on Fourth anniversary of the Order Term start date	433,435
	Total Payment Amount	1,879,708

Training Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	49,085
2	Due on First anniversary of the Order Term start date	12,875
3	Due on Second anniversary of the Order Term start date	12,875
4	Due on Third anniversary of the Order Term start date	12,875
5	Due on Fourth anniversary of the Order Term start date	12,875
	Total Payment Amount	100,585

Subscription Fees Table

Subscription Period	Date Range	Subscription Fee
1	January 31, 2025 through January 30, 2026	196,293
2	January 31, 2026 through January 30, 2027	408,436
3	January 31, 2027 through January 30, 2028	416,607
4	January 31, 2028 through January 30, 2029	424,937
5	January 31, 2029 through January 30, 2030	433,435
	Total Subscription Fee	1,879,708



For the avoidance of doubt, the Payment Schedule Table(s) will be used for invoicing purposes. The Subscription Fees Table provides the Subscription Fees for each applicable Subscription Period. The Subscription Fee for Subscription Period 2 onwards includes a capped Innovation Index of 2.0% (as defined in the Additional Definitions Section below). During the Initial Order Term, any increases due to CPI (also defined below) are waived. Customer understands that the Subscription Fees above reflects Customer's planned phased deployment, and any adjustment to the deployment timeline will not result in changes to the Payment Schedule or Subscription Fees.

Subscription Rights Table

SKU	Service	Pricing Metric	Annual Subscription Rights
LDPHCM	Core Human Capital Management - LDP	FSE*	Full Enterprise
LDPHLP	Help - LDP	FSE*	Full Enterprise
LDPCCB	Cloud Connect for Benefits - LDP	FSE*	Full Enterprise
LDPBEN	Benefits - LDP	FSE*	Full Enterprise
LDPUSP**	Payroll for United States - LDP	FSE*	United States-based Employees only
LDPLRN	Learning - LDP	FSE*	Full Enterprise
MCNF	Media Cloud - No Fee	FSE*	Full Enterprise
LDPREC	Recruiting - LDP	FSE*	Full Enterprise
LDPTLO	Talent Optimization - LDP	FSE*	Full Enterprise
LDPFIN	Core Financials - LDP	FSE*	Full Enterprise
LDPGM	Grants Management - LDP	FSE*	Full Enterprise with up to 200 Award-Based Invoices Created
LDPLNF	Financial Planning - LDP	FSE*	Full Enterprise
LDPPRA	Prism Analytics Enterprise - LDP	FSE*	Full Enterprise with up to 20 million Published Data Rows at any time for each Tenant (or Instance as applicable)
LDPTT	Time Tracking - LDP	FSE*	Full Enterprise
LDPAM	Absence Management - LDP	FSE*	Full Enterprise
LDPSC	Scheduling - LDP	FSE*	Full Enterprise
LDPPRO	Procurement - LDP	FSE*	Full Enterprise with up to 400 Purchase Orders Issued
LDPINV	Inventory - LDP	FSE*	Full Enterprise
LDPSRCESS	Strategic Sourcing Essentials - LDP	Flat Fee	Up to 10 Users

*For Pricing Metric details see the Full-Service Equivalent ("FSE") Count Table below.

**Customer agrees that the number of FSE Workers for all Payroll Services and any Workday payroll connector will always be equal to the total number of FSE Workers for HCM.

Full-Service Equivalent ("FSE") Count Table

FSE Population Category	Baseline FSE Count
Full Enterprise	500
United States-based employees	500

Named Support Contacts Table

Number of Named Support Contacts*	6
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*Named Support Contacts are the contacts that may request and receive support services from Workday and must be trained on the Workday product(s) for which they initiate support requests.



Customer Contact Information

	Billing, In Care of <i>Responsible for payment processing and will receive invoicing and billing-related communications.</i>	Customer Support <i>Main point of contact for Workday Support and will receive initial login credentials.</i>	Subscriptions Contact <i>Main point of contact for responding to and fulfilling the Growth and Expansion Obligations.</i>
Contact Name	Tyler Ann French (she/her)	Dave Gordon	Dave Gordon
Street Address City/Town, State/Region/Coun ty, Zip/Post Code, Country	1 East Franklin Street Hagerstown, MD 21740 United States	1 East Franklin Street Hagerstown, MD 21740 United States	1 East Franklin Street Hagerstown, MD 21740 United States
Phone/Fax #	301-797-6345	301-791-2300	301-791-2300
Email (required)	tfrench@hagerstownmd.org	dgordon@hagerstownmd.org	dgordon@hagerstownmd.org
Internal Reference or PO (optional)			
Tax Exempt? Yes / No		If yes, US Exemption Tax Certificate or FST/VAT Number	
Additional Customer Support Contacts <i>Product Lead who will receive initial login credentials.</i>			
	Admin Contact Name	Admin Contact Email	
Adaptive Planning	Dave Gordon	dgordon@hagerstownmd.org	
Strategic Sourcing	Dave Gordon	dgordon@hagerstownmd.org	

For customers based in the U.S., certain portions of the Service included in this Order Form can be used with optional downloadable software components ("Downloadable Components"). Any applicable tax for Downloadable Components will be separately presented on the invoice based on a valuation attributed to the Downloadable Components. As of the Order Effective Date, there is no value attributed to any of the Downloadable Components.

This Order Form is the Signature Document and incorporates all documents linked and/or attached. Customer may not withhold, reduce, or set-off fees owed under this Order Form. All purchase order forms, tax exemption certificates and FST/VAT/business registration, supplier setup requests, and invoice inquiries shall be submitted to Accounts.Receivable@workday.com.

Signature Page Follows



00464720.0 – Confidential

IN WITNESS WHEREOF, this Order Form is entered into as of the Order Effective Date.

City of Hagerstown

Workday, Inc.

Scott A. Nicewarner

Marina Chinn

Marina Chinn (Jan 30, 2025 14:14 PST)

Signature

Signature

SCOTT A. NICEWARNER

Marina Chinn

Name

Name

CITY ADMINISTRATOR

VP, Sales and Marketing Finance

Title

Title

1/30/2025

Jan 30, 2025

Date Signed

Date Signed



ADDITIONAL ORDER FORM TERMS ADDENDUM

1. General.

Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. The Total Subscription Fee is based on the maximum indicated in the Subscription Rights Table and any use in excess of such maximum(s) indicated will be subject to the Growth and Expansion section herein. Annual Subscription Rights limits may not be decreased during the Order Term.

2. FSE Metric Calculation and Worker Category Definitions.

The total FSE Count is calculated by categorizing each Worker to one of the Worker Categories below, multiplying the applicable number of Workers by the Applicable Percentage, and then adding the FSE Count for each Worker Category.

FSE Calculation Table:

Worker Category	Total Workers	Applicable Percentage	FSE Count
Full Time Employees	500	100.0%	500
Part-Time Employees	0	25.0%	0
Associates	0	12.5%	0
Former Workers with Access	0	2.5%	0
Total FSE Count:	500		500

The Service may be used by Customer only for the Worker Categories listed above and as defined below.

"Full-Time Employee" is an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Part-Time Employee" is an employee of Customer regularly scheduled for twenty hours per week or A less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer's internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

"Associate" is an individual not counted as a Full-Time or Part-Time Employee but in one of the following categories: temporary employees, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

"Former Worker with Access" is a former worker that continues to have access to the Service through the Employee Self-Service features. Former Workers with Access are only included in the Subscription Rights for the Human Capital Management Service.

Former Workers with Static Records shall be excluded from the FSE calculation but may continue to be maintained in the Service. **"Static Records"** are records in the Service for workers with whom Customer has no further relationship and to whom Customer does not provide self-service access. Static Records include former worker records used solely for historical reference. All other worker records are **"Active Records"**.



3. Additional Metric Definition(s).

Additional Metric Definition Table

	Metric	Definition
LDPGM	Award-Based Invoices Created	Award-based customer invoice, counted on created date regardless of current status (e.g. approved, cancelled)
LDPPRA	Published Data Rows	The total number of data rows capable of being reported upon in Customer's PRA data catalog. Published Data Rows are measured separately for each Tenant (or Instance as applicable).
LDPPRO	Purchase Orders Issued	Purchase order fully issued, counted on first issued date. Subsequent re-issuance of purchase order is not counted again.
LDPSRCESS Users	User	An individual authorized by Customer associated with a single, unique email address for purposes of accessing the Service.
LDPPRACU	Published Data Rows	The total number of additional data rows capable of being reported on in Customer's LDPPRA data catalog. These data rows are in addition to Customer's existing Published Data Row entitlements under Customer's LDPPRA subscription and any other LDPPRACU subscription(s). Published Data Rows are measured separately for each Tenant (or Instance as applicable).

4. Growth and Expansion.

A. Annual Reporting Obligation.

Customer will report to subscriptions@workday.com no earlier than 90 days and no later than 60 days ("Annual Reporting Period") based on the number of Active FSE Worker Records and Additional Metrics provided below, as applicable, as of 90 days ("Count Date") prior to each anniversary of the Order Term start date. Customer agrees to pay fees for any excess Subscription Rights at the Expansion Rates described below to cover the period from the anniversary of the Order Term start date immediately following the Annual Reporting Period through the subsequent anniversary date (each a "Reporting Cycle"). Customer understands that an order form will be required to document any annual fees due pursuant to this section in its entirety. Such order form must be executed no later than 30 days prior to each anniversary of the Order Term start date until the Renewal (as defined below), at which time the Annual Reporting Obligation will be incorporated into the Renewal Term.

a. FSE Metric Reporting.

Reporting for Active FSE Worker Records is based on the additional FSE Workers which are defined as any Active FSE Worker records exceeding the Baseline FSE Count.

FSE Expansion Table

SKU	Annual FSE Expansion Rate
All Service SKU(s) with the FSE Pricing Metric in the Subscription Rights Table unless stated otherwise within this table	666.92
LDPUSP	56.45
LDPBEN, LDPCCB	17.73

b. Additional Metric Reporting based on total cumulative number.

Reporting for the following SKU(s) is based on the total cumulative number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, reporting at the end of Year 1 is based on Customer's full annual entitlement outlined in the Subscription Rights Table.

**i. Additional Metric Expansion Table**

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPGM	Total of 400 Award-Based Invoices Created	13,750
LDPPRO	Total of 800 Purchase Orders Issued	25,312

c. Additional Metric Reporting based on highest daily number.

Reporting for the following SKU(s) is based on the highest daily number set forth in the Subscription Rights Table for the 12-month period preceding the Count Date. For avoidance of doubt, Customer understands the reporting for Year 1 is based on the 9 months preceding the Annual Reporting Period.

i. Additional Metric Expansion Table

SKU	Additional Metric Increase	Annual Expansion Rate for Additional Metric Increase
LDPSRCUSR	Strategic Sourcing User (Additional) - LDP	3,375
LDPPRACU	Each increment of 10M Additional Published Data Rows	20,000

5. Renewal.

Customer may renew its subscription for the Service by notifying Workday prior to the end of the Order Term and Workday will generate a new Order Form for a single three-year renewal term ("Renewal Term") at the below pricing. Such order form must be executed no later than 30 days prior to the end of this Order Term.

Renewal Table

Renewal Term Years	Annual Renewal Subscription Fees
1st year of Renewal Term	Base Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
2nd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))
3rd year of Renewal Term	Previous Year Subscription Fee x (1+ (5% Innovation Index + Renewal Term CPI))

The "Base Subscription Fee" means the Subscription Fee for the final Subscription Period listed in the Subscription Fees Table. If the final Subscription Period is a partial year, the Base Subscription Fee is the annualized value of the final Subscription Period. The Expansion Rates for the Renewal Term shall be increased by the same percentage as the Annual Renewal Subscription Fees per year in the Renewal Table. Fees for the Renewal Term are due by the first day of each corresponding year of the Renewal Term. Individual payments shall match the Annual Renewal Subscription Fee as defined in the Renewal Table above. If Customer wishes to procure any additional SKUs or Subscription Rights for a Renewal Term that are not included in the Base Subscription Fee, fees for those items will be in addition to the fees anticipated under this section.

6. Additional Definitions (as applicable).

"CPI" means the consumer price index established by the United States Department of Labor for All Urban Consumers, US City Average, All Items (change in annual average).

"Renewal Term CPI" means CPI established for the calendar year prior to the most recent February 1 preceding the Renewal Term, if a positive number.

"Innovation Index" means the fixed annual rate of increase in Subscription Fees based on improved Service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure.



7. Additional Scope of Use Terms.

Prism Analytics. Customer may import and utilize third party data (including any data services that Workday may make available to Customer) with LDPPRA but only to the extent Customer has independently obtained all necessary rights and licenses to do so and Customer's use of such data is in compliance with such data provider's terms of use and applicable Laws. LDPPRA is not provided in a PCI compliant environment so it may not be used for PCI data. Customer may monitor its own usage in LDPPRA and manage Published Data Rows by unpublishing, filtering and republishing, or deleting data, in order to keep its usage of LDPPRA below the Published Data Rows limits set forth above, or Customer may purchase additional Published Data Rows entitlements (set forth in the "Growth and Expansion" section above). Workday reserves the right to monitor the number of Published Data Rows by Tenant (or Instance as applicable) used by Customer. Customer understands that if at any time Customer exceeds the Data Limit then Customer may experience reduced performance of the Tenant (or Instance as applicable). "Data Limit" for each Tenant (or Instance as applicable) is the sum of the Published Data Row entitlement as set forth in the "Subscription Rights Table" above for a particular Tenant (or Instance as applicable) and any additional current Published Data Row entitlements purchased by Customer.

8. Customer Identification

Workday may use Customer's name and logo in lists of customers, in marketing and presentations, on its earnings calls, in releases, and on its website. Workday may also reference Customer's name in verbal format.

Further, at Workday's reasonable request and at Customer's reasonable discretion, Customer shall (1) make Customer's representative, as mutually agreed, available for reference calls with prospective Workday customers or industry analysts; (2) work with Workday to produce a case study (in written or video format), that describes Customer's use of the Workday Service or portion of the Service and includes supporting quotes from Customer; (3) participate in or speak at Workday-hosted prospect events; and (4) be featured in a Workday Blog, Whitepaper, or Webinar if asked to do so.

**WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM**

Customer may only use the Service SKUs subscribed to as indicated in the body of this Order Form.

Service	Product Line	Description
Core Human Capital Management - LDP	Human Capital Management	Core HCM includes management of the unified worker system of record; organization management; staffing management; basic compensation management; safety incident tracking; business asset tracking; management of business plans. Core HCM supports the organization's onboarding through new hire tasks; calls attention to the onboarding process; guides workers through a checklist of actions; and enables communication of relevant corporate and job-related information. Core HCM also enables the creation of electronic Form I-9s for U.S. employment verification and the ability to distribute documents to new hires and track acknowledgements or electronic signatures. Core HCM includes Workday Foundation elements such as dashboards, reporting, analytics, Business Process Framework and self-service. Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).
Help - LDP	Human Capital Management	Help includes a knowledge base with features to create, maintain and manage organizational content, and a case management system with features to create, route and resolve human resources cases.
Cloud Connect for Benefits - LDP	Human Capital Management	Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.
Benefits - LDP	Human Capital Management	Benefits enables the set-up of benefit plans, benefit groups, eligibility rules and benefit rates; maintenance of enrollment event and cross plan rules for benefit plans; management of benefit and open enrollment events, evidence of insurability, and individual rates for workers; and tracking of beneficiaries and dependents.
Payroll for United States - LDP	Payroll	Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including:



		time and attendance, tax filing, check printing, and direct deposit.
Learning - LDP	Talent Management	Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.
Media Cloud - No Fee	Platform and Product Extensions	Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.
Recruiting - LDP	Talent Management	Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.
Talent Optimization - LDP	Talent Management	Talent Optimization includes talent and performance functionality (goals, development plans, employee performance reviews, talent and performance calibration, feedback, check-ins, succession, mentors and connections, competency management, talent pools, and talent matrix reports). Talent Optimization also includes features (if and when available) that enable organizations to optimize their workforce and workers to optimize their careers. It supports talent mobility by connecting an organization's workforce with internal opportunities matched to their skills, experience, and interests. It also guides workers and enables them to explore potential opportunities.
Core Financials - LDP	Financial Management	Core Financials includes financial management and accounting, banking and settlement management, cash management, customer management, supplier management, financial consolidation and business asset accounting. Core Financials includes Workday Foundation elements such as dashboards, reporting, analytics,



		Business Process Framework and self-service. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including customer relationship management, electronic payments, and customer payments via credit card.
Grants Management - LDP	Financial Management	Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.
Financial Planning - LDP	Adaptive Planning	Financial Planning provides the ability for Customer to create financial planning models for the purpose of supporting the financial planning process. Workers may interact with the financial planning model for the purposes of data entry, forecasting, reporting, and analysis.
Prism Analytics Enterprise - LDP	Analytics and Reporting	Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.
Time Tracking - LDP	Workforce Management	Workday Time Tracking enables the collection, processing, and distribution of time data for a global workforce. The Workday Time Tracking module is unified with Workday HCM and Workday Payroll and includes basic time scheduling, time entry (hourly, time in/time out), approvals, and configurable calculation rules.
Absence Management - LDP	Workforce Management	Absence Management supports the management of leave of absences and time off. It enables the set up and administration of leave plans; the definition of the impact a leave has on employee compensation, as well as whether employees can request leave types directly. It enables viewing of leave results for a worker or organization; set up and administration of time off plans, and whether time off can be requested directly by the employee. Absence Management enables the viewing of time off plan balances including projections.
Scheduling - LDP	Workforce Management	Scheduling supports an organization in creating and managing workforce schedules. This includes the ability to build schedules, account for worker preferences and availability, and assign, notify, and engage with workers regarding schedules.



Procurement - LDP	Spend Management	Workday Procurement includes procure to pay functionality to address spend for goods and services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.
Inventory - LDP	Spend Management	Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).
Strategic Sourcing Essentials - LDP	Spend Management	Workday Strategic Sourcing supports organizations in sourcing goods and services from Suppliers. Workday Sourcing Essentials Package includes Sourcing Pipeline Platform, Sourcing RFx Engine, Sourcing eAuctions Platform, and Sourcing Dynamic Negotiations & Analytics (DNA). Supports unlimited Stakeholders and Suppliers.



TRAINING ADDENDUM

Customer Name	City of Hagerstown
Training Terms	The Training Addendum is subject to the Training Terms located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html , which are incorporated herein by reference.
Training Subscription Term	January 31, 2025 through January 30, 2030
Training Credit Order Term	18 Months from the Order Effective Date

SKU	Training Offering	Quantity
TC	Training Credits	51
AK	Adoption Kit	1
LODHCM10	Learn On-Demand – HCM Library 10 Initial Users	1
LODPAY10	Learn On-Demand - Payroll/Absence/Time Tracking Library 10 Initial Users	1
LODFIN10	Learn On-Demand – Financials Library 10 Initial Users	1
LODTECH10	Learn On-Demand – Cross-Application Technology Library 10 Initial Users	1

Bulk Training Credit Rates.

The following rates apply to the bulk purchases made within the 12-month period following the Order Effective Date, with the discount level based on the cumulative number of Prepaid Training Credits Acquired as determined under the Section 3.b. of the Training Terms:

Prepaid Training Credits Acquired	Rate Per Training Credit
1-10	USD \$ 800
11-25	USD \$ 760
26-50	USD \$ 735
51-75	USD \$ 710
76-100	USD \$ 685
101-249	USD \$ 660
250+	USD \$ 620

With respect to the Training Terms only, in the event of a conflict between the terms of the MSA, the main body of the Order Form, this Training Addendum, and the Training Terms, the order of precedence is this (i) Training Addendum, (ii) the main body of the Order Form, (iii) the Training Terms, and (iv) the MSA.

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

Topic:

Consulting Services for New ERP System - KOA Hills Consulting, LLC (Reno, NV) \$ 33,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_KOA_Hills_Consulting_for_New_ERP.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.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of funds for consulting services by the preferred vendor that was recommended to us by our current ERP vendor, MUNIS

Signature / Date

Ann E. Thiel 4/8/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor needs set up in MUNIS

T. DeFreese 4/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

B. Barber 04/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Debra Newman 4/11/25
Signature / Date

KOA HILLS CONSULTING, LLC
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is entered into as of the date and year set forth below (the "Effective Date"), by and between **CITY OF HAGERSTOWN** ("Recipient"), a Maryland city, and **KOA HILLS CONSULTING, LLC**, a Nevada limited liability company ("Service Provider").

WHEREAS, Recipient desires to engage Service Provider to provide certain consulting services to Recipient, and Service Provider desires to perform certain consulting services for Recipient, which services will be more fully set forth in specific Statements of Work (as defined below)

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Recipient and Service Provider agree as follows:

1. Services.

a. Recipient engages Service Provider, and Service Provider hereby accepts this engagement, to provide certain consulting services related to the business or products of Recipient (any service performed by Service Provider for Recipient is hereinafter referred to as, the "Services"), which Services shall each be described and performed as more specifically set forth in each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A attached hereto (each, a "Statement of Work"), pursuant to the terms and conditions specified in this Agreement.

b. Each Statement of Work shall include the following information, if applicable: (i) a detailed description of the Services to be performed pursuant to the Statement of Work; (ii) the date upon which the Services will commence and the term of such Statement of Work; (iii) the fees to be paid to Service Provider under the Statement of Work; (iv) the implementation plan, including a timetable, milestones and payment schedules; (v) any criteria for completion of the Services; and (vi) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

c. If Recipient desires to change the scope or performance of the Services or any Statement of Work, it shall submit details of the requested change to Service Provider in writing. Service Provider shall, within ten (10) business days after such request, provide a written estimate to Recipient of: (i) the likely time required to implement the change; (ii) any necessary variations to the fees and other charges for the Services arising from the change; (iii) the likely effect of the change on the Services; and (iv) any other impact the change might have on the performance of this Agreement. Promptly after receipt of such information, the parties shall negotiate and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance herewith.

2. Term; Termination. This Agreement shall commence as of the Effective Date and shall continue thereafter until the expiration of the Term (as defined in the applicable Statement of Work), unless sooner terminated pursuant to the terms hereof. In the event Recipient fails to remit payment for amounts of any invoice within the thirty (30) days of receipt of Service Provider's invoice, Service Provider may suspend performance of the Services upon written notice to Recipient until payments due are received. If any amount remains unpaid for five (5) business days after written notice by Service Provider to Recipient of Recipient's failure to timely pay such amounts, Service Provider may terminate this Agreement upon written notice to Recipient. Either party shall have the right to terminate this Agreement if the other party

commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach.

3. Obligations of Service Provider; Representations and Warranties.

a. Service Provider shall: (i) before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all material licenses and consents and comply with all relevant state, federal and local laws, rules or regulations of any governmental entity or body (collectively, "Laws"), applicable to the provision of the Services; and (ii) comply with, and ensure that all employees or subcontractors, if any (together, "Personnel"), comply with, all rules, regulations and policies of Recipient that are communicated to Service Provider in writing, including security procedures concerning systems and data and remote access thereto, and general health and safety practices and procedures.

b. Service Provider is responsible for all Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

c. Service Provider represents and warrants to Recipient that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it shall perform the Services using Personnel of required skill, experience and qualifications and in accordance with industry standards for similar services; and (iii) it is in material compliance with, and shall perform the Services in compliance with, all applicable Laws. Notwithstanding anything contained herein to the contrary, Service Provider makes no representation or warranty with respect to any Recipient data, information or materials, or any Recipient Intellectual Property Rights (as defined herein) incorporated into or used in connection with the Services. As used in this Agreement, "Intellectual Property Rights") means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade secrets, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including, without limitation, software and computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

d. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SERVICE PROVIDER PROVIDES THE SERVICES AS IS AND WITH ALL FAULTS, AND HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY (IF ANY) IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY OR COMPLETENESS OF RESPONSES, OF RESULTS, OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE EFFORT, OF WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT; EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE ENTIRE RISK AS TO THE QUALITY OF OR ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH RECIPIENT.

4. Obligations of Recipient; Representations and Warranties

a. Recipient shall: (i) cooperate with Service Provider in all matters relating to the Services; respond promptly, but in any event within five (5) business days, to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are necessary for Service

Provider to perform Services in accordance with the requirements of this Agreement; and, (iii) ensure that information and materials provided to Service Provider are complete and accurate in all respects.

b. Recipient represents and warrants to Service Provider that: (i) it has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and that the execution, delivery and performance of this Agreement and all other agreements contemplated hereby have been duly authorized; (ii) it is in material compliance with all applicable Laws; (iii) Recipient's is not currently infringing and will not infringe on any Intellectual Property Right of any third party, and, as of the date hereof, there are no pending or threatened claims, litigation or other proceedings against Recipient by any third party based on an alleged violation of any Intellectual Property Rights.

5. Payment Terms.

a. In consideration of the provision of the Services by Service Provider and the rights granted to Recipient under this Agreement, Recipient shall pay the fees set forth in the applicable Statement of Work.

b. Where the Services are provided on a time basis: (i) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rate set forth in the applicable Statement of Work, in minimum units of ¼ hours; and (ii) Service Provider shall issue invoices to Recipient weekly in arrears for its fees for time for the immediately preceding week, together with a description of the work performed for each time entry.

c. Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work and shall be payable to Service Provider in installments as set out in the Statement of Work.

d. Service Provider shall issue invoices to Recipient in accordance with the terms of this Section or any applicable Statement of Work, and Recipient shall pay all invoiced amounts due to Service Provider within thirty (30) days after Recipient's receipt of such invoice. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of one and a ½ percent (1.5%) per month will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and ACH direct deposit into Service Provider's account.

e. Recipient shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Recipient hereunder; provided, that, in no event shall Recipient pay or be responsible for any taxes imposed on, or with respect to, Contactor's income, revenues, gross receipts, personnel or real or personal property or other assets.

6. Independent Contractor. The relationship of Service Provider to Recipient is that of independent contractor and not that of partner, member, joint venturer, employee or agent. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties. This Agreement shall not be construed to make either party the agent or legal representative of the other party for any purpose whatsoever, and neither party is granted any right or authority to assume or create any obligations for, on

behalf of, or in the name of the other party. Each party agrees that it will neither represent, nor allow itself to be held out as an agent of, or partner or joint venturer with the other party.

7. Protection of Recipient's Confidential Information.

a. Definition of Confidential Information. As used herein, "Confidential Information" means and includes: (a) any non-public knowledge or information relating to the business, operations and affairs of Recipient, disclosed by Recipient to Service Provider in the course of Service Provider's engagement by Recipient or the performance of the Services; and (b) any trade secrets of either party will be entitled to all of the protections and benefits under the Nevada Trade Secrets Act, Nevada Revised Statutes §§ 600A.030 et seq. and any other applicable law. None of the foregoing obligations and restrictions applies to any part of the Confidential Information that the receiving party demonstrates was or became generally available to the public other than as a result of a disclosure by the receiving party.

b. Protection of Confidential Information. In connection with this Agreement, Service Provider may have access to Confidential Information of Recipient. Service Provider agrees that at all times during and after Service Provider's engagement by Recipient, Service Provider will hold in trust, keep confidential, and not disclose to any third party or make any use of the Confidential Information of Recipient, except for the benefit of Recipient and in the course of Service Provider's performance of any Services for Recipient. Notwithstanding the foregoing, Service Provider may disclose Confidential Information if and to the extent that such disclosure is required by law, court order, or order from a regulatory body having jurisdiction over either of the parties hereto.

8. Return of Property. Upon termination of Service Provider's engagement with Recipient, (a) Service Provider shall, upon Recipient's written request, either return or destroy, in its sole discretion, all of Recipient's Confidential Information, and (b) Service Provider shall return to Recipient any keys, equipment or other personal property of Recipient, to Recipient.

9. Indemnification; Limitations on Liability.

a. Each party shall defend, indemnify and hold harmless the other party and its shareholders, officers, directors, members, managers, employees, agents, successors and permitted assigns from and against all claims, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees and costs and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers arising out of or resulting from any claim, suit, action or proceeding arising out of or resulting from (a) the willful, fraudulent or grossly negligent acts or omissions of such party, or (b) a claim that such party infringes any Intellectual Property Right of a third party.

b. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFIT OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE PROVISION OF THE SERVICES, OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY DAMAGES THAT EITHER PARTY MIGHT INCUR FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DAMAGES REFERENCED ABOVE AND ALL DIRECT OR GENERAL DAMAGES), THE ENTIRE LIABILITY OF EACH PARTY TO THE OTHER UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PREVIOUSLY PAID BY RECIPIENT TO SERVICE PROVIDER HEREUNDER. THE FOREGOING LIMITATIONS, EXCLUSIONS AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

10. Notices. All notices, requests, demands, claims, and other communications hereunder shall be in writing. Any notice, request, demand, claim, or other communication hereunder shall be deemed duly given (i) when delivered personally to the recipient, (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), (iii) one (1) business day after being sent to the recipient by facsimile transmission or electronic mail, or (iv) four (4) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth on the signature page. Any party may change the address to which notices, requests, demands, claims, and other communications hereunder are to be delivered by giving the other Parties notice in the manner herein set forth.

11. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the terms and conditions hereof, the prevailing party shall be entitled to all costs and expenses, including attorneys' fees, expended or incurred by the such party.

12. Entire Agreement. This Agreement and any applicable Statement of Work are the entire understanding of the parties, and supersedes any other agreement, whether written or oral. This Agreement may not be amended except in writing signed by both parties.

13. Severability. If a court finds any provision of this Agreement to be invalid, illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Governing Law, Jurisdiction and Venue. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Nevada without giving effect to any choice or conflict of law provision or rule (whether of the State of Nevada or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Nevada. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal or state courts located in Washoe County, Nevada. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

15. Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signatures appear on following page]

[signature page to Professional Services
Agreement]

Dated this 1st day of May 2025.

KOA HILLS CONSULTING, LLC, a
Nevada limited liability company

By: _____

Printed: _____

Title: _____

CITY OF HAGERSTOWN, a Maryland City

By: _____

Printed: _____

Title: _____

For Notice

Email: john@koahills.com

Address:
John Schwartz
CFO
Koa Hills Consulting
PO Box 58
Reno, Nevada 89504

For Notice

Email: oreed@hagerstownmd.org

Address:
Mr. Oren Reed
IT Manager
City of Hagerstown
1 E. Franklin St.
Hagerstown, MD 21740

Scope of Work

City of Hagerstown - Analyst On Demand

1 Introduction

This Statement of Work ("SOW") between the City of Hagerstown, hereby known as "Customer", and Koa Hills Consulting, hereby known as "Koa Hills", describes tasks and initiatives relating to the needs at the City of Hagerstown.

This document outlines the following:

- Scope of services
- Period of performance
- Project assumptions
- Acceptance criteria
- Change control
- Project Costs

2 Scope of Services

Initiatives or tasks not described in this SOW are agreed to be out-of-scope and not included in the SOW. Either party may communicate change requests to the other party through the Change Order Process outlined in section 6. The scope for this SOW is defined below.

2.1 Organizational Scope

The organizational scope includes all Customer departments, divisions, or other functional areas that use the current ERP solution.

2.2 Geography and Language Scope

The geographical scope includes the United States and the City of Hagerstown. Koa Hills will schedule team members to be available remotely or onsite, as appropriate.

2.3 User Scope

The user scope includes all of the Customer's active users of the current ERP solution.

2.4 Analyst On Demand (AOD) Scope - 175 hours

AOD allows the Customer to request ad hoc services from Koa Hills as needed. This includes:

- Financials application support
- HR-Payroll application support
- User training
- Security updates
- Report development
- Workflow development

Koa Hills will also provide project management related to the AOD services noted above. Key tasks to be performed by Koa Hills include:

- Facilitate discovery process
- Setup and manage tasks in Intervals tracking system
- Identify, schedule, and manage Koa Hills resources
- Ensure that Koa Hills project deliverables are fulfilled
- Monitor the progress of project tasks
- Track the project budget

- Serve as the initial escalation point for all project issues

AOD does not include the following services:

- Project Governance
- Project Strategy
- Stakeholder Management
- Change Management
- Risk Management

3 Period of Performance

The estimated Period of Performance of this project will begin on **04/01/25** and end on **10/01/26**.

4 Project Assumptions

Assumptions are factors that are considered to be known as true by the Customer and Koa Hills when planning for this project. The list of assumptions made for this project are as follows:

- The Customer has the will and the authority to enter into the project.
- Adequate funding will be available to complete the project.
- The Customer will provide required resources and fulfill Customer's project responsibilities.
- The Customer will furnish and maintain the necessary infrastructure for the project to Koa Hills and to the Customer's users, including but not limited to:
 - Remote and local network access
 - Workstation connectivity to all ERP servers and applications

5 Acceptance Criteria

Customer and Koa Hills will follow best practices throughout the project and mutually identify criteria for completion of the project. The overall scope of work will be considered complete when one or more of the following criteria are met:

- Koa Hills has delivered the agreed-upon hours
- Customer and Koa Hills agree that no further assistance is needed

6 Change Control

In the event that either Koa Hills or the Customer identifies an activity or objective that is beyond the scope set forth in this SOW, the parties agree to take the following steps:

1. Notification should be provided to the other party which announces the change requested. The following details should be provided as part of an official Change Order:
 - Change requested - Description of the scope change needed, including details on how the change relates to project objectives and the impact to the project if the change is not applied.
 - Estimated project impact - Estimated impact of the change to the project, including work effort, deliverables, and impact to the overall project timeline.
 - Estimated cost - Consolidated estimate which identifies additional costs to implement the change, including labor, hardware, software, or other expenses.

2. If the Change Order is acceptable to all parties, it should be executed by representatives for Koa Hills and the Customer. Once this is complete, work on the Change Order can be started. Any additional costs will be billed according to rates established in section 7 - Project Costs.

7 Project Costs

Analyst On Demand	Hours	Rate	Cost
Analyst On Demand (AOD) services	175	\$190	\$33,250
Total Estimated Cost of Services			\$33,250

Quotation Notes:

- Travel expenses are not included and will be billed as incurred for customer approved travel.
 - AOD services are billed as incurred.
 - Customer has the option to add 175 more hours at the current rate.
 - Customer option must be exercised within 18 months from date of execution of this agreement.
- This quote is valid for 90 Days.

Please confirm your acceptance of this quote by signing below:

Signature _____

Print Name _____

Date _____

Please provide an email address where you would like invoices to be sent:

Email _____

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

Topic:

MUNIS Utility Billing Services Change Order – Nelia M. Tidler (Houston, TX) \$ 40,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

IT_-_MUNIS_Utility_Billing_Support_Services.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.
	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.
X	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of funds for services by the preferred vendor (Retiree) most familiar with the MUNIS Utility Billing software system operation.

Signature / Date

 4/8/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 4/9/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

 04/10/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/11/25

Signature / Date

AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING
by and between
THE CITY OF HAGERSTOWN
and
NELIA TIDLER

This Amendment No. 2 to the Memorandum of Understanding ("MOU") dated November 17, 2022 is voluntarily entered into by and between the City of Hagerstown, Maryland ("City") and Nelia Tidler ("Tidler"), former employee of the City and private Contractor, for the purpose of providing services remotely on the City's Utility Billing Server by means of a virtual network.

The Parties agree the work is considered voluntary and may be cancelled at any time by either party with at least seven days written notice.

The City agrees to a contract rate of One Hundred (\$100.00) per hour to be billed on a weekly basis.

The term of this Amendment is limited to eighty (80) hours through June 30, 2025 and may be extended upon mutual consent of both parties.

By the Contractor

Nelia Tidler
Nelia Tidler

Aug. 12, 2024
Date

By the City

Nathan Lutzinger
Signature

Deputy Director of
Electric Operations
Title

8/13/2024
Date

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

Topic:

Pavement Conditions Survey – StreetScan, Inc. (Wakefield, MA) \$ 1200,321.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering_-_Pavement_Condition_Survey.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.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval to perform the survey and gather pavement condition data.

JLB 4/9/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor will need set up in Maris

Tyler Freese 4/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding identified to cover these costs

Michelle J. P. 4/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

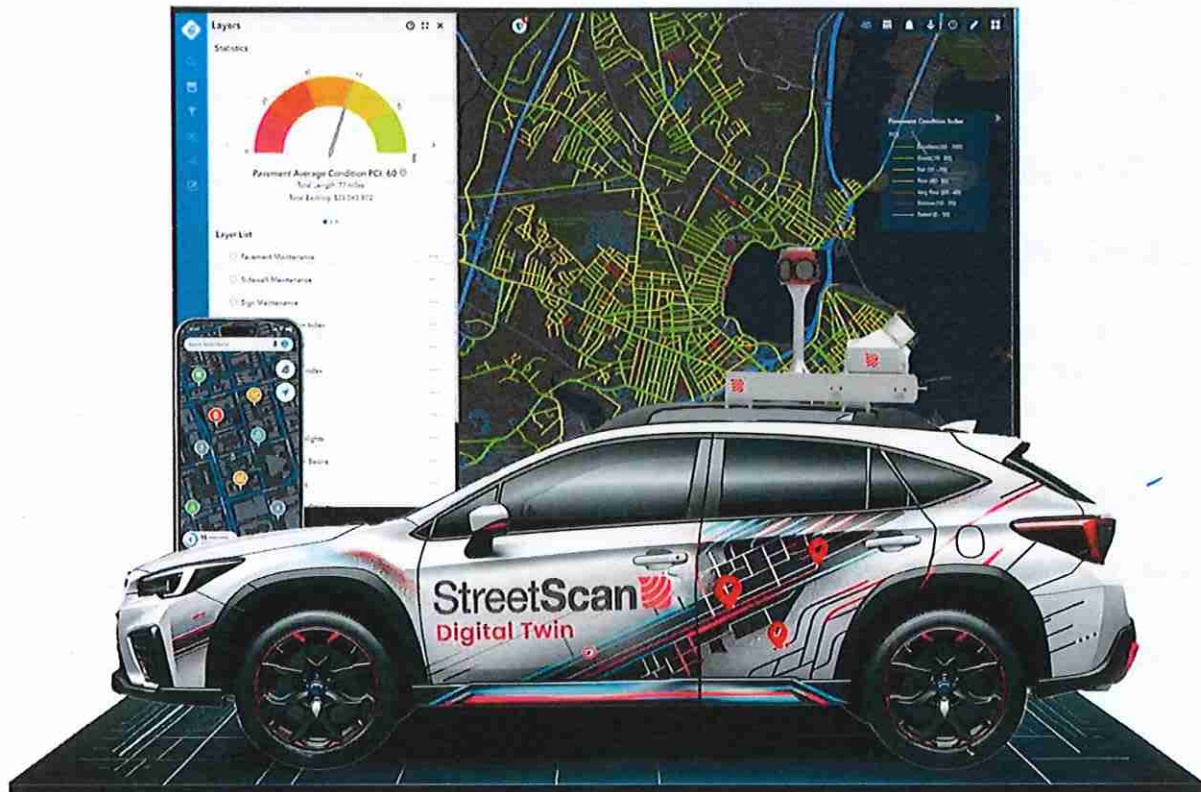
Scott Newman 4/11/25
Signature / Date

StreetScan



streetlogix

POWERED BY citylogix



Pavement and Asset Management Proposal

Hagerstown, MD

March 12, 2025

EXHIBIT C

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To Whom It May Concern:

Thank you for your interest in StreetScan. Municipalities worldwide are faced with aging infrastructure and limited budget resources to repair and maintain them. Having the ability to monitor the health of your street network utilizing comprehensive and repeatable data, collected via vehicles equipped with imaging systems allows your staff to optimally allocate repair and maintenance budgets. This is now made possible in an affordable, objective way utilizing StreetScan's advanced mobile sensing vehicles and Streetlogix cloud-based asset management software.

Our service offering includes:

- Data Collection: automated vehicle survey of paved CL miles.
- Data Processing of Right-of-Way transportation infrastructure condition.
- Data Visualization: pavement monitoring system including StreetScan's Pavement Rating (PCI).
- Pavement Management Planning: maintenance and budget options, suggestions and scenarios; via our optional cloud-based software Streetlogix.

Also available (see Appendices for more details):

- 360° Imagery Viewer
- Optional asset extractions including pavement markings, traffic signs, sidewalks, curbs, trees, etc.

On behalf of the team at StreetScan, we are pleased to submit this proposal for your review. We strive to be as accurate as possible in our initial projections and cost estimates and look forward to meeting with you soon to discuss any questions you may have.

Yours truly,

Ray Milkowski

Ray Milkowski
Sr. Account Manager

1. ABOUT US

At StreetScan/Streetlogix, we come to work each day because we want to solve our clients' biggest problems when it comes to managing their street assets. We have a Smart City Service Offering that provides clients with an intelligent, objective, and affordable way to manage those assets.

Throughout the history of business, people have used data to make more informed decisions. Streetlogix enables exactly this for our municipal clients.

Municipalities no longer must spend months working within complicated excel spreadsheets. Now, they can leverage the power of AI to improve their decision-making abilities with a few clicks of the mouse.

StreetScan made a name for itself when it received an \$18 Million dollar U.S. federal grant to develop a new sensing and analytics platform to monitor roads. At the time, this was a 5-year Research project overseen by Northeastern University. Throughout this five-year process, the group worked with numerous Boston area municipalities in perfecting the service offering. In 2015, StreetScan spun out of Northeastern and since then has been offered commercially across the U.S. & Canada.

The StreetScan Smart City Service Offering combines critical transportation infrastructure assessments with the leading industry pavement and asset management platform, saving our clients time and money. Our data collection vehicles, ScanCars and E-scooters, enable municipalities to extract and monitor critical assets such as sidewalks, streets, traffic signage, pavement markings, and other transportation infrastructure assets.

The robust and highly customizable, AI and web-based GIS asset management platform, Streetlogix, has changed the landscape in the industry. Municipalities can now optimize their budget within a user-friendly GIS environment. The system provides objective information on the current state of their infrastructure and makes maintenance and repair recommendations, including prioritization of sidewalk projects. Using unparalleled data visualization and budget optimization tools, our clients have created defensible data-driven Capital Improvement Plans while successfully justifying their budgeting requests. Plus, our Work Order Module has helped municipalities go from inefficient in-house emailing systems and spreadsheets to an easy-to-use platform that allows users to effectively schedule, track, and manage all work orders at the office and in the field.

StreetScan has grown to service nearly 300 customers throughout the U.S. and Canada. To date, we have assessed approximately 48,500 centerline miles of road, 9,750 miles of sidewalk, and 55,000 ramps. With a team of 50+ professionals stationed throughout two countries, we continue to expand and grow, bringing on new municipal customers all over North America.

As our customers' needs evolve, so do our services and resources. StreetScan will change how you maintain your infrastructure assets – for the better and for the future.

2. OUR TEAM



Ray Milkowski – Sr. Account Manager – Ray is a customer-centric professional with a proven track record of delivering scalable solutions while ensuring the highest standards of customer service. With a deep background in software, he has successfully worked with both small and large organizations, focusing on local data management, fleet and maintenance management, and last-mile logistics. His ability to understand client needs and translate them into effective solutions has made him a trusted partner in driving business success. Ray is passionate about leveraging technology to streamline operations and enhance customer experiences.



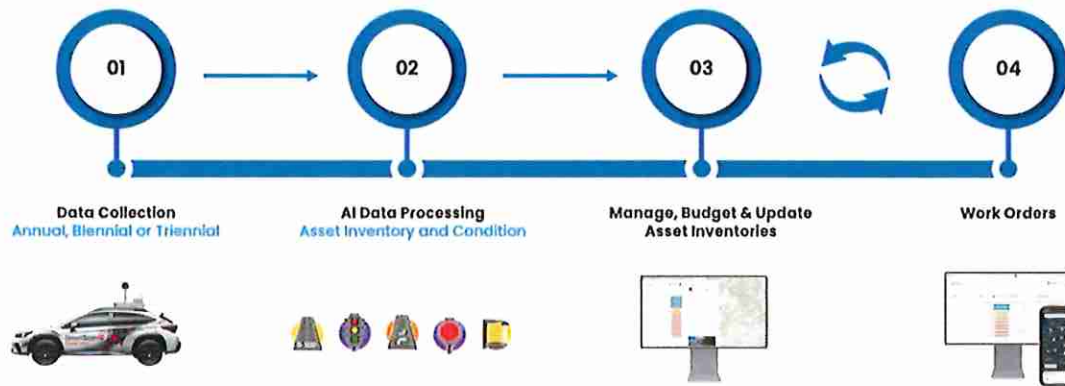
Ahmad Hassan – Director of Operations – At StreetScan, Ahmad is responsible for overseeing our North American operations and ensuring our customers' needs are met. Ahmad graduated from The Lebanese American University with an MBA in Business Management as well as a BS in Computer Science and gathered over 20 years of experience in the world of IT, most of which was in the GIS field. He co-founded Orion Middle East, a leader in the GIS mapping industry working throughout the Middle East region and consulted for several IT and GIS projects. Prior to joining StreetScan, Ahmad created iCare, a management system designed for schools and daycares currently in use in 15 countries around the world.



Chris Hahn – Director of Customer Success – Chris works closely with our customers throughout their implementation of Streetlogix and on-going customer care, helping to ensure that clients reach their goals for integrating asset management technologies to enhance their operations. Chris brings over 16 years of progressive experience in the software industry, most recently focusing on municipal enterprise level software solutions. Chris is primarily responsible for streamlining business operations, using his vast experience to ensure that consistent delivery and client satisfaction are the cornerstones of our customer's experience. Using his business analyst background, Chris is well positioned to understand customers' needs and goals to help tailor solutions that optimize their operations and workflows.

3. THE STREETSCAN/STREETLOGIX SYSTEM

StreetScan's vehicle-based data collection and cloud-based asset and work order management platform optimize your road budget and provide user-friendly analytics about the status of your street assets.



Data Collection/Processing

StreetScan's vehicles equipped with imaging systems detect pavement & sidewalk surface distresses without interrupting traffic flow.

Optimized algorithms evaluate and prioritize repairs of assets, including pavement, sidewalks, traffic signs, and more.

See Annex for more details on Data Collection.

Data Management

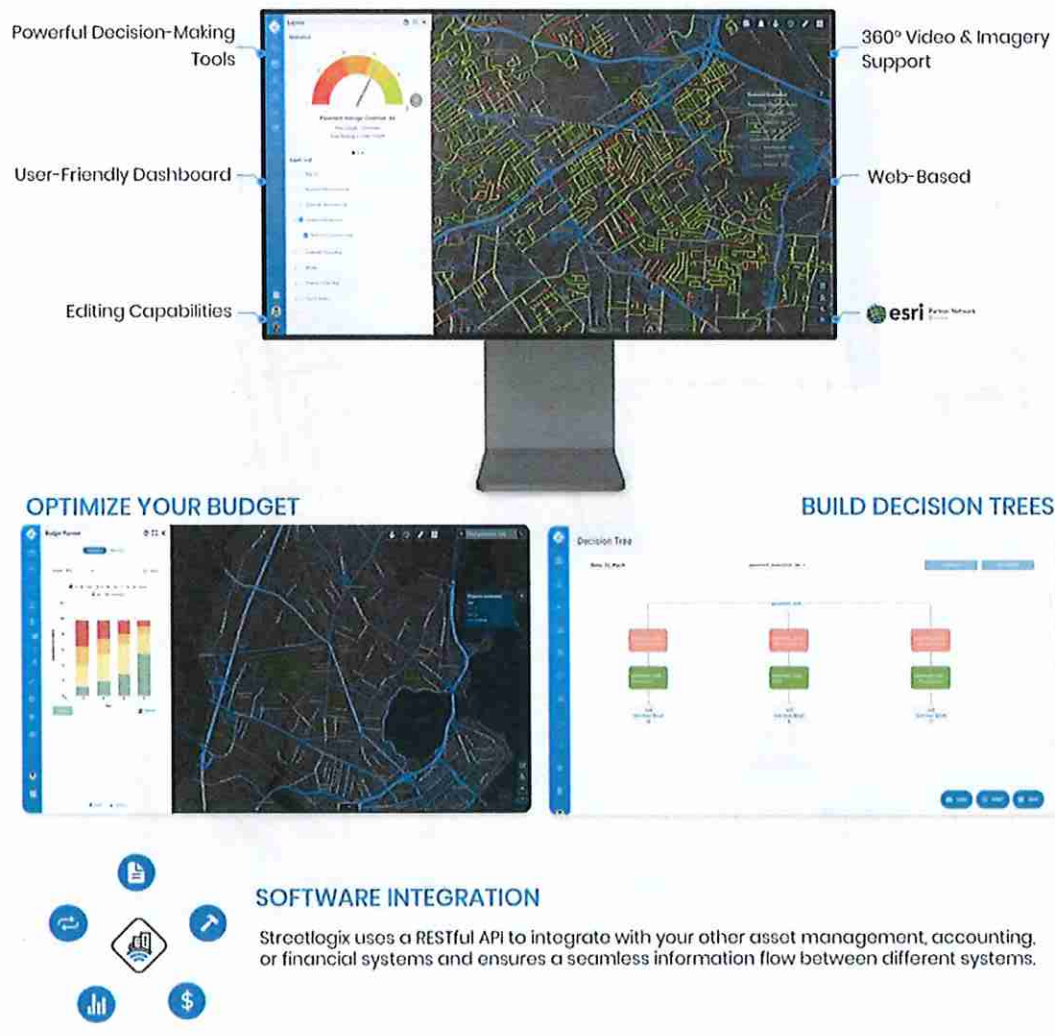
Collected data goes into Streetlogix, our unique **cloud-based software**, allowing municipalities to visualize and manage road assets to schedule maintenance within a user-friendly GIS environment.

Our Work Order module, with its easy-to-use interface, allows municipalities to schedule, track and manage work orders, both in the office and in the field.

4. ASSET MANAGEMENT SOFTWARE

Streetlogix's **Asset/Pavement Management Module** is a cloud-based mapping, analysis, and decision-making tool for the public sector. Use it to create maps, analyze data and plan road repairs, sidewalk projects, traffic signs and right-of-way budgeting decisions. Your data and maps are stored in a secure and private infrastructure and can be configured to meet your mapping and IT requirements.

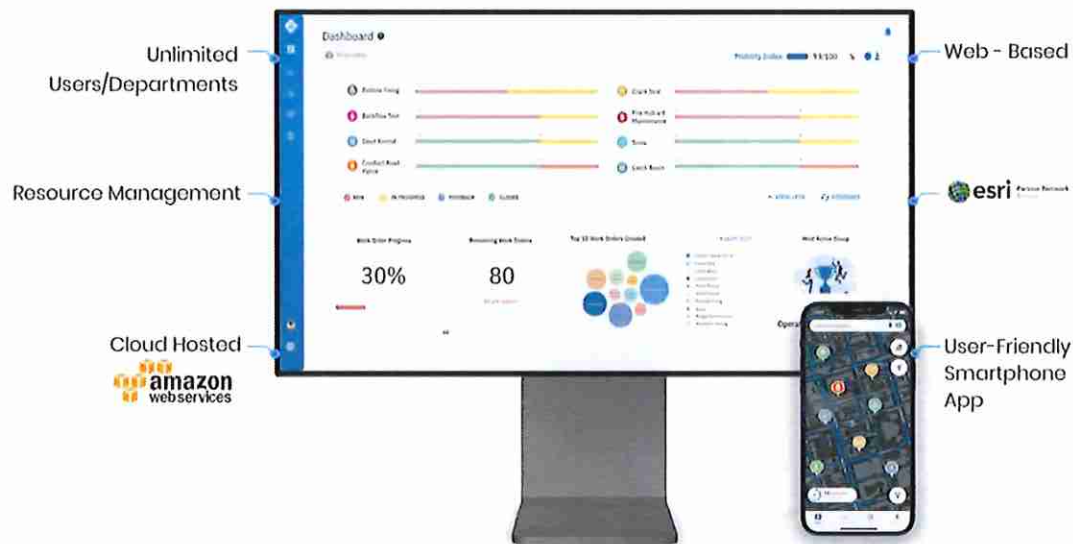
Asset Management Key Features:



5. WORK ORDER MANAGEMENT SYSTEM

Streetlogix's **Work Order Management System** brings greater organization, efficiency, and accountability to your task management planning, allowing you to effectively schedule, track and manage all work orders, as well as monitor work order performance metrics in a centralized dashboard. Plus, you can track and complete work orders in the field using our app on your mobile device.

Work Order Key Features:



TASK CALENDAR

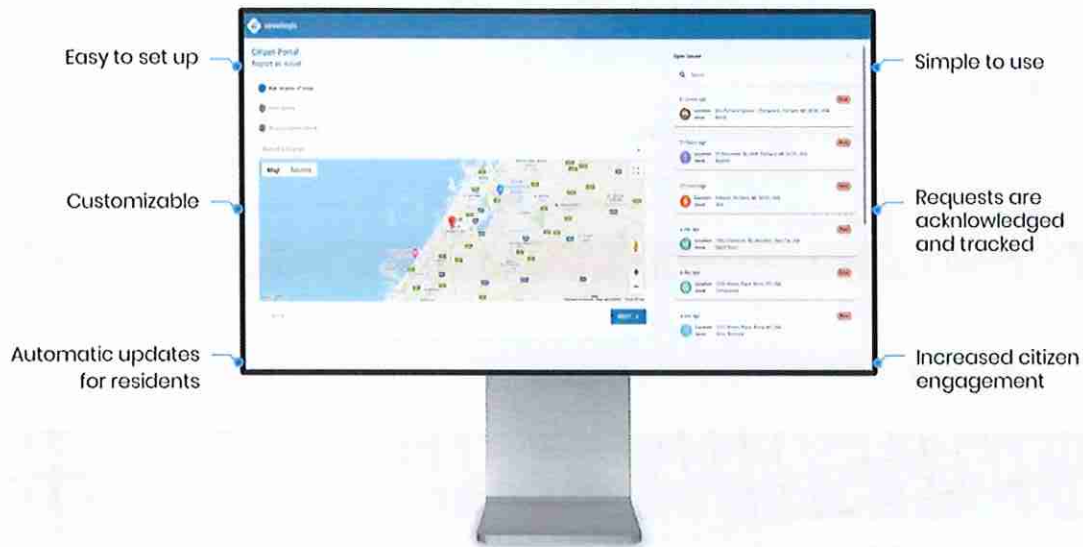


MOBILE APPLICATION



6. CITIZEN ENGAGEMENT APP

Streetlogix's **Citizen Engagement App** empowers your residents to submit service requests while enabling you to easily monitor the submissions. Our 311 application ensures your residents that each request is heard, acknowledged, and tracked. It is simple to use, easy to set up, and allows automatic updates for residents on efforts to keep their community functioning. Streetlogix Citizen Engagement app helps you build a collaborative, transparent and stronger community.




Complete work order integration




7. PRICING OVERVIEW

7.1 DATA COLLECTION (STREETSCAN)

PAVEMENT MANAGEMENT				
	SERVICES INCLUDED	CENTERLINE MILES	\$/CL	TOTAL
StreetScan 	ScanCar Data Collection	122mi	\$120	\$ 14,640
	Data Processing			
	Pavement Project Management		\$20	\$2,440
	GIS Coordination Fee - Fixed			\$1,000
Mobilization and Setup Cost				\$2,811
TOTAL				\$20,891

7.2 SOFTWARE (STREETLOGIX)

STREETLOGIX SOFTWARE MODULE PRICING						
 streetlogix	MODULES	POPULATION	ANNUAL LICENSE	ANNUAL DATA	IMPLEMENTATION FEE	TOTALS
Streetlogix Essentials Enterprise		43,553	\$14,450	\$2,890	\$10,000	\$27,340
360° IMAGERY VIEWER			\$3,750	\$1,220	\$2,500	\$7,470
UNLIMITED USERS						

*Prices quoted are good for 60 days.

Assets	10
Service Requests	✓
Work Orders/Inspections	✓
GIS Integration for Asset Mapping	✓
Reporting	✓
Streetlogix Mobile App	✓
Single Asset Decision Tree	✓
311/Citizen Engagement	✓

7.3 OPTIONAL SERVICES AND ASSETS

One of our unique advantages is the ability for our clients to extract, assess and obtain actionable data from other Municipal assets utilizing the same data collected for the Pavement Management Survey. Below is a list of additional assets we can process from the collected data. This is set up as an a-la-carte menu so you can pick and choose the assets to meet your asset management needs.

PRODUCT	ASSETS	UNIT	QTY (EST.)	PRICE (\$/UNIT)	PRICE
Assets Extracted from Imagery & Additional Field Measurements					
Catch Basins	Location	Catch basins	2,440	\$2	\$4,880
Manholes	Location	Manholes	3,660	\$2	\$7,320
Traffic Signs	All Signs + 4 Attributes	Sign	5,422	\$4	\$21,688
Pavement Markings	All Markings + 3 Attributes	CL-M	122	\$65	\$7,930
Trees	Trees – Curb to Sidewalk	Trees	TBD	\$4	\$TBD
Roads GIS Database	Road Inventory	CL-M	122	\$30	\$3,660
Sidewalk GIS Database	Sidewalk Inventory	CL-M	TBD	\$50	\$TBD
Curb GIS Database	Curb Inventory	CL-M	122	\$50	\$6,100
Other Right of Way Assets	Inquire with our Team for: Traffic Signals, Fire Hydrants, Street Lights etc.				

- All assets will be uploaded as individual GIS layers within Streetlogix
- All quantities are estimated. Final billing is based on actual quantities collected.

8. TOTALSTREETS

It's a struggle to keep up with maintenance & repairs when upfront costs are prohibitive and often leave you with short-term fixes rather than a long-term strategy. With **TotalStreets**, your community can now benefit from a cost-effective, end-to-end pavement management solution while spreading the cost in equal payments over three years.

How much does it cost?

SERVICE	YEAR 1	YEAR 2	YEAR 3	TOTAL
StreetScan 	\$20,891			\$20,891
 streetlogix	\$34,810	\$22,310	\$22,310	\$79,430
Total Cost	\$55,701	\$22,310	\$22,310	\$100,321
<u>With Subscription:</u>				
TotalStreets Solution	\$33,440	\$33,440	\$33,440	\$100,321

**Other StreetScan and Streetlogix assets and modules can be added upon request. Contact us for information and pricing.*

What's included?

1. Data Collected every 3 Years*



Standard PCI Rating Scale	
85-100	Good
70-85	Satisfactory
55-70	Fair
40-55	Poor
25-40	Very Poor
10-25	Serious
0-10	Failed

2. PCI Score



3. 360 HD Imagery



4. Maintenance & Repair Strategies



5. Asset Management Software
Data Hosting, Support,
Advanced Analytics (3 years)

 streetlogix

APPENDIX A – SCOPE OF WORK AND DELIVERABLES

ROAD AND SIDEWALK ASSESSMENT SERVICE

StreetScan offers a technology-based Pavement Management approach for continuous health monitoring of your road network. Combining years of R&D at Northeastern University, StreetScan's vehicles and cloud-based software, Streetlogix, save you time and make your repair dollars go further. We have developed a four-step process to effectively Scan, Process and Manage your road data.

STEP 1: DATA COLLECTION

Roads

Vehicle Deployed: ScanCar



StreetScan collects LiDAR/imagery data and utilizes 360° imaging technology to measure road defects, such as cracking, bumps, and potholes. The 360° imaging camera provides a 10' of lateral road coverage and seamless road scanning in the direction of travel at speeds up to 65 mph., supplying imagery of the road surface and Right-of-Way assets. An Inertial Measurement Unit (IMU) enabled GNSS position system provides position location, even in the event of intermittent GPS satellite coverage.

Data collected is processed to assign an overall condition rating for each road (PCI). The rating ranges from 0-100, where 0 is the worst possible road and 100 is the best.

Sidewalks

Vehicle Deployed: E-Scooter



StreetScan has developed a scooter-based approach which captures all the necessary distresses. StreetScan utilizes high resolution 2D imaging technology to collect sidewalk video, and identify distresses such as cracks, surface distortions, general uplifts, and tree uplifts. A mobile phone and high-grade GPS device are used for controlling data collection.

Data collected is processed to assign an overall condition rating for each sidewalk. The rating ranges from 0-100, where 0 is the worst possible sidewalk and 100 is the best.

STEP 2: DATA EXTRACTION

Roads

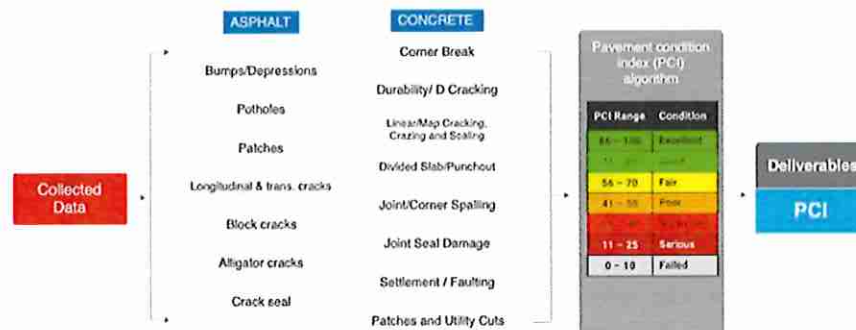
The collected data (TBs/day) is uploaded to the StreetScan server, where automated software processes the raw sensor data. Using advanced processing algorithms, the sensors' raw data is converted into meaningful parameters representing different aspects of pavement condition. Several of our key indicators are fused to determine the **StreetScan Pavement Condition Index (PCI)** for each road segment. StreetScan's GIS specialists segment the pavement evaluation data based of our clients historical street segmentation or from intersection to intersection in the absence of that data.

Sidewalks

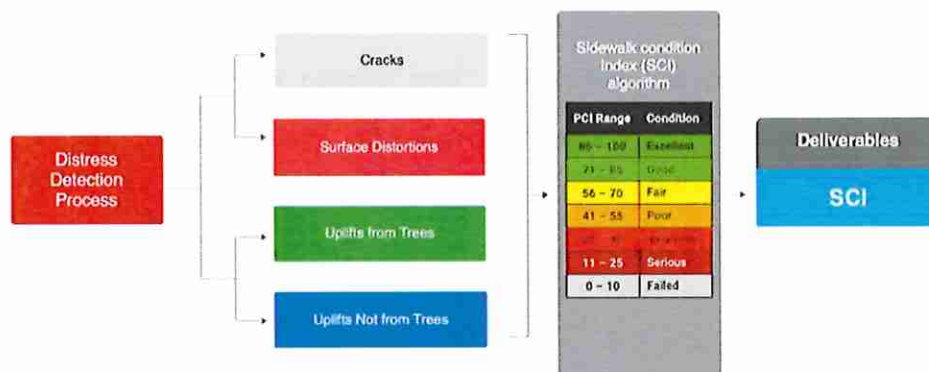
Data collected from the E-Scooter system is processed to identify the following for each sidewalk: material, quantity, location, and severity of distresses such as cracks, surface distortions, general uplifts, and tree uplifts. The distress information for each sidewalk is input to StreetScan's proprietary algorithm to calculate the sidewalk's condition rating.

StreetScan's basic approach uses a weighted failures scheme per linear distance for a given sidewalk segment. Individual failure or feature types are given various weightings depending on their contribution to perceived sidewalk condition. As an example, an uplift is considered to have more impact to the sidewalk quality than grass, so it is given a greater weighting in the rating formula.

Roads Algorithm



Sidewalk Algorithm



STEP 3: DATA VISUALIZATION AND ANALYTICS

Roads

Municipal staff will be given access to Streetlogix, our GIS web-based application, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

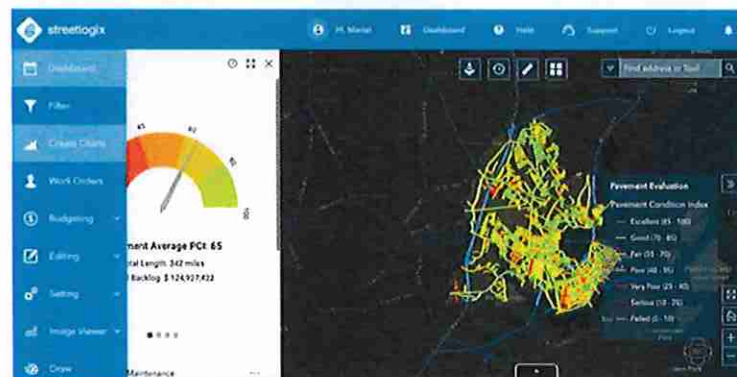
This provides staff an easy-to-use tool to quickly review PCI results, distress data and 360° images along with pavement history and other data that the municipality wants to be integrated. All data is hosted in the cloud, allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution concerning asset management. Streetlogix provides powerful data visualization and management tools including 360° viewer and extensive charts and dashboards (example below).

Sidewalks

Municipalities are given access to our GIS web-based application, Streetlogix, to view and analyze all collected survey data in addition to data from other sources to assist in decision making.

This provides clients an easy-to-use tool to quickly review sidewalk condition results, distresses, and sidewalk images. All data is hosted in the cloud allowing users to login from anywhere on any computer to view the results. Streetlogix has many data import and export features making it compatible with any existing GIS solution. Streetlogix provides powerful data visualization and management tools including 360 viewer and extensive charts and dashboards (example below).

Portal view: Overall stats and available layers



STEP 4: MAINTENANCE PLANNING

Roads

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the pavement management side of the software begins. While pavement condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of condition, prediction of future condition, generation of maintenance options and pavement management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our Streetlogix asset management module. The results are compiled and reported to the client in our Streetlogix software and as a digital storymap.

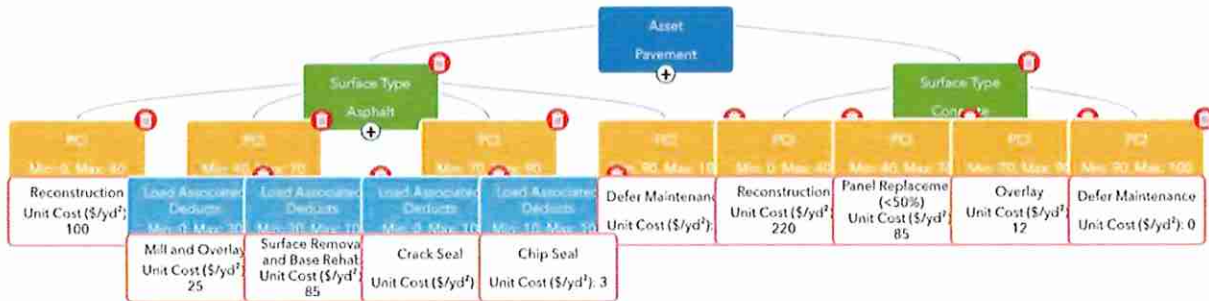
Sidewalks

Once the inventory condition database and GIS web-app have been finalized, the work on implementing the sidewalk management side of the software begins. While sidewalk condition indicators are concerned with the current condition of the network, the management side of the process concerns itself with the analysis of conditions, prediction of future conditions, generation of maintenance options and sidewalk management scenarios. At this stage, the Client's preferred repair methods and associated costs are used to customize our sidewalk management modules. The results are compiled and reported to the client in our Streetlogix software & digital storymap.

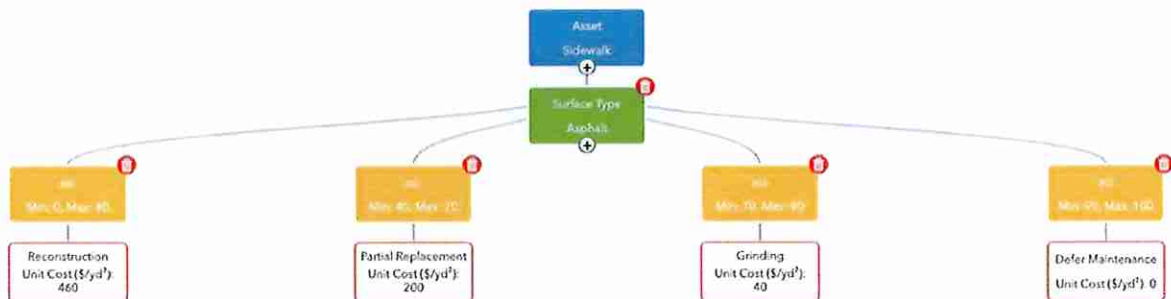
Asset Management Proposal

Our decision-trees are highly configurable and we work with staff to tailor it to ensure our AI will provide the necessary maintenance and repair suggestions. All decision trees & underlying data will be editable by staff.

Roads:



Sidewalks:



APPENDIX B – OPTIONAL SERVICES AND ASSET COLLECTION

360° Imagery

Asset	Description
360° Imagery	<ul style="list-style-type: none"> • Georeferenced 360 panoramic images • Esri-Compatible • .jpg format

Traffic Signage

Attributes	Description
Sign Category	Regulatory, Warning, Guide, School, Recreation, Information, General
Sign Name	Federal or State MUTCD designation or custom designation for specialized signs
GPS Location	Global Positioning System (GPS) location (+/- 5 meters)
Sign Condition	Good, Fair, Critical rating assessed through review of daytime digital images

Pavement Markings

Attributes	Description
Category	Point Layer: Left Turn, Right Turn, Crosswalk, Lane Divider, etc. Line layer: Shoulder, Centerline, etc.
Location	Global Positioning System (GPS) location (+/- 5 meters)
Condition	<ul style="list-style-type: none"> • Assessment through review of daytime digital images • Based on remaining visibility of marking • Customer segmentation is used or default as intersection to intersection • Rating "Good" No noticeable wear on paint "Fair" Wear on paint with moderate line visibility "Critical" Substantial and impactful wear on paint with low level of marking visibility

Catch Basins

StreetScan provides catch basin locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS Layer of catch basins

Manholes

StreetScan provides location of circular manhole access points which are visible in the road imagery data. All data is provided as a GIS layer.

Deliverable:

- GIS layer of manhole locations

Trees

StreetScan provides tree locations which are situated in the right of way (between Curb of Street to Edge of Sidewalk), determined from existing data sources satellite imagery, Google StreetView or ScanCar images if available. All data is provided as a GIS Layer.

Deliverable:

- GIS layer of tree location

Roads GIS Database

StreetScan creates a Roads GIS Database by using a list of target roads or any State DOT database. Road segmentation will be intersection to intersection unless directed otherwise by the client. All data is provided as a GIS layer.

Deliverable:

- GIS layer of Roads segmented intersection to intersection

Sidewalk GIS Database

StreetScan provides sidewalk locations, determined from existing data sources (satellite imagery, Google StreetView or ScanCar images) if available. All data is provided as a GIS layer.

Deliverable:

- GIS layer of sidewalk locations

Curb GIS Database

StreetScan provides curb locations, determined from front or side facing imagery. Data is provided as a GIS layer.

Deliverable:

- GIS layer of the linear features where curbs are present

Sidewalk Width

StreetScan will take 2 measurements for every sidewalk (Start & End Point) and average the width for the entire segment.

ADA Ramp Compliance Survey

StreetScan's ADA ramp compliance criteria is based on both the 2010 Americans with Disabilities Act (ADA) standards

and on discussions between StreetScan and engineers from the municipality. StreetScan measures all ADA ramp slopes associated with compliance using the digital level M-D Building Products 93975 Smart Tool Adam Digital Slope Walker. In addition, StreetScan uses its E-Scooter system, equipped with a high-resolution video camera and a mobile phone with Global Positioning System (GPS). Dimension measurements, such as the width of the ADA ramp and landing area are measured using a handheld Lufkin Wheel measurement tool. All measurements are reviewed by quality control technicians and compliance is determined.

StreetScan determines ADA ramp compliance based on the measurements shown below:

Attributes	Compliance
Presence of Detectable Warning Surface	Yes/No
Surface Condition	(Good/Fair/Poor)
Ramp Obstruction	Yes/No
Slope – Running	< 4.8° (8.3%)
Slope – Cross	< 1.2° (2.08%)
Slope – Left Flare	< 5.7° (10%)
Slope – Right Flare	< 5.7° (10%)
Slope – Street Running	< 2.9° (5%)
Ramp Width	> 36" wide
Landing compliance	Landing must be present*

If any of the above criteria is not met, the ramp is considered ADA non-compliant.

**If a ramp landing is absent, it is typically not compliant. However, there is an exception to this rule. Specifically, if both ramps flares exist and their slopes are 10% or less, then it's acceptable for the landing to be absent and it's possible for the ramp to be COMPLIANT even though it's missing a landing.*

Deliverables:

- GIS Layer with ramp location & missing ramps
- Image of ramps/missing ramp:
- Compliance as per attributes above

Additional measurements beyond the scope of work for ADA compliance can be taken, if requested. Contact us for information and pricing.

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

Topic:

Vehicle Upfitting – Occasion of a Lifetime, LLC dba Squad Car Supply (Myersville, MD) \$
24,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Upfitting_of_Vehicles.pdf
CONSENT_FORM.pdf
EMAIL.pdf
Quote#_250403B.pdf
Quote#_250403C.pdf

Description

Signed Consent Form
CONSENT FORM
EMAIL
QUOTE 250403B
QUOTE 250403C

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 22, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Police Vehicles

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: \$ 1,118,055.12 Account Balance: \$ 70,825.79 Unbudgeted Amount: \$ —

Fiscal Year: FY25 Source of Funds: CIP - GF Transfers, Ops Reimbursements

Quantity	Description	Value
5	Upfitting of vehicles (\$4,350.00 / each)	\$ 21,750.00
5	Material and incidentals (\$500.00 / each)	\$ 2,500.00
	- Current Reg # 1545 → Placing order now due to backlog to finish these vehicles to enable utilization	
TOTAL VALUE OF PROJECT		\$ 24,250.00

ABOVE TO BE USED FOR: Upfitting (5) vehicles for patrol.

RECOMMENDED VENDOR: Business Name: Occasion Of A Lifetime, LLC dba Squad Car Supply

Business Address: P.O. Box 25

City/State/Zip: Myersville, Maryland 21773

Bid/Proposal/Quote No.: 250403B and 250403C Sole Source? Yes ☒ 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.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

This purchase is requested to meet the needs of getting our cruisers out there and on the street. CMG is not able to maintain the volume we currently are in. The costs is the same as CMG costs.

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frack 4/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this order is currently in process due timing constraint: workload capacity issues

Michelle 4/10/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 4/11/25

Signature / Date

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 is requested to meet the needs of getting our cruisers outfit and on the street. CMG is not able to maintain the volume we currently are in. The costs is the same as CMG costs.
10/9/25
 _____ Signature / Date _____ Signature / Date

(2) Purchasing Agent

COMMENTS

 Signature / Date

(3) Chief Financial Officer

COMMENTS

 Signature / Date

(4) City Administrator

COMMENTS

 Signature / Date

Carroll, Kristy

From: Michelle Hepburn
Sent: Tuesday, April 1, 2025 1:33 PM
To: Langston, Thomas; Kifer, Paul
Cc: Chaney, Mark; Carroll, Kristy; Scott Nicewarner; Tyler French; Donna Spickler
Subject: RE: FY2025 Vehicle Upfitting

I am good with proceeding as emergency procurement to get the vendor services started with subsequent April M&C Consent approval.

Thanks,



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

www.hagerstownmd.org



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From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Tuesday, April 1, 2025 10:41 AM
To: Langston, Thomas <tlangston@hagerstownpd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>
Cc: Chaney, Mark <mchaney@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>
Subject: Re: FY2025 Vehicle Upfitting

I am good with this.



Scott Nicewarner
City Administrator
1 East Franklin Street
Hagerstown, MD 21740
Email: snicewarner@hagerstownmd.org

Phone: 301-739-8577 x114

www.hagerstownmd.org



From: Langston, Thomas <tlangston@hagerstownpd.org>

Sent: Tuesday, April 1, 2025 10:07 AM

To: Scott Nicewarner <SNicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>; Kifer, Paul <pkifer@hagerstownpd.org>

Cc: Chaney, Mark <mchaney@hagerstownpd.org>; Carroll, Kristy <kcarroll@hagerstownpd.org>

Subject: FY2025 Vehicle Upfitting

Due to capacity issues, the CMG does not have sufficient resources to complete the FY25 Police vehicle upfitting. HPD had budgeted \$4350.00 per vehicle for labor related to each vehicle for upfitting through the CMG. HPD, with support from CMG, has purchased the equipment required for upfitting and has it in stock at CMG. HPD contacted Jack Bacorn, Squad Car Supply, a vendor in Frederick, MD who had previously upfitted HPD vehicles and asked if he could upfit 5 police vehicles for the already budgeted amount of \$4350.00. Jack advised that he would do five vehicle at that rate as a package for at total \$21,750.00, plus up to \$500.00 per vehicle for incidentals, wire, tape, connectors, etc. for an additional total amount of up to \$2500.00. HPD is requesting emergency authorization for a requisition of \$25,000.00 from HPD Police Vehicle CIP 45-C0129. HPD will have this item on the April consent agenda, but request authorization to obtain a PO and begin drawing on it immediately.

Tom Langston

Captain

Operations Bureau

Hagerstown Police Department

(301)790-3700 x218



Occasion Of A Lifetime LLC

Quote

dba Squad Car Supply
PO Box 25
Myersville, MD 21773

dba Littlequip.com
P.O. Box 25
Myersville, MD 21773

Date	Quote #
4/3/2025	250403B

Name / Address
City of Hagerstown Maryland Department of Police 50 N. Burhans Blvd. Hagerstown, MD 21740

Ship To
City of Hagerstown Maryland Department of Police 50 N. Burhans Blvd. Hagerstown, MD 21740

Terms	Rep	Account #	FOB
Net 20 Days	JWB	00322	

Item	Description	Qty	Price Each	Total
Labor	5 vehicle Labor Quote Labor - Police car up-fitting (equipment provided by HPD)	5	4,350.00	21,750.00

MD State Contract #001B3400069

Signature _____

Occasion Of A Lifetime LLC

Quote

dba Squad Car Supply
PO Box 25
Myersville, MD 21773

dba Littlequip.com
P.O. Box 25
Myersville, MD 21773

Date	Quote #
4/3/2025	250403C

Name / Address
City of Hagerstown Maryland Department of Police 50 N. Burhans Blvd. Hagerstown, MD 21740

Ship To
City of Hagerstown Maryland Department of Police 50 N. Burhans Blvd. Hagerstown, MD 21740

Terms	Rep	Account #	FOB
Net 20 Days	JWB	00322	

Item	Description	Qty	Price Each	Total
Shop Materials	5 Vehicle Incidentals Quote Shop Materials & Incidentals	5	500.00	2,500.00

MD State Contract #001B3400069

Signature _____

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

Topic:

MDT's for Cruisers – Dell (Pittsburgh, PA) \$ 27,540.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_MDT_s_for_Cruisers.pdf
20250409143051544.pdf
DELL_MDT_s.pdf
Dell.pdf

Description

Signed Consent Form
CONSENT FORM
QUOTE
CONTRACT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 22, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: MDT's for Cruisers

Account No: 4510000 5842 C0129 CIP Control No. _____

Budget Amount: \$ 1,118,055.12 Account Balance: \$ 42,575.28 Unbudgeted Amount: \$ —

Fiscal Year: 2025 Source of Funds: CIP-Gf Transfers & Ins. Reimbursements

Quantity	Description	Value
9	Dell Pro Rugged RB14250XCTO (\$3,060.00 / each)	\$ 27,540.00
TOTAL VALUE OF PROJECT		\$ 27,540.00

ABOVE TO BE USED FOR: MDT's for new cruisers

RECOMMENDED VENDOR: Business Name: Dell

Business Address: P.O. Box 643561

City/State/Zip: Pittsburgh, Pennsylvania 15264

Bid/Proposal/Quote No.: 3000186830561.4 Sole Source? Yes ☒ 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.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Purchase completes the necessary equipment for the 9 new cruisers we have obtained. Purchase is made utilizing our CIP funds and city purchasing guidelines were followed.

 4/9/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 4/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

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

 4/10/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/11/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 22, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: MDT's for Cruisers

Account No: 4510000 5842 C0129 CIP Control No. _____

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

Fiscal Year: 2025 Source of Funds: CIP

Quantity	Description	Value
9	Dell Pro Rugged RB14250XCTO (\$3,060.00 / each)	\$ 27,540.00
TOTAL VALUE OF PROJECT		\$ 27,540.00

ABOVE TO BE USED FOR: MDT's for new cruisers

RECOMMENDED VENDOR: Business Name: Dell

Business Address: P.O. Box 643561

City/State/Zip: Pittsburgh, Pennsylvania 15264

Bid/Proposal/Quote No.: 3000186830561.4 Sole Source? ☒ Yes ☐ No

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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 4/9/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **May. 09, 2025**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name: FY24 New Cruiser MDTs
Quote No. 3000186830561.4
Total \$27,540.00
Customer # 33495057
Quoted On Apr. 09, 2025
Expires by May. 09, 2025
Contract Name OMNIA-National
Cooperative Purchasing
Alliance (NCPA)
Contract Code C000001019611
Customer Agreement # NCPA 01-143
Deal ID 28580322

Sales Rep Murel Taylor
Phone 1(800) 456-3355, 6179061
Email Murel_Taylor@Dell.com
Billing To WAYNE DUNKIN
HAGERSTOWN POLICE DEPT
50 N BURHANS BLVD
HAGERSTOWN, MD 21740-4696

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Murel Taylor

Shipping Group

Shipping To

WAYNE DUNKIN
HAGERSTOWN POLICE DEPT
50 N BURHANS BLVD
HAGERSTOWN, MD 21740-4696
(301) 791-2376

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	\$3,060.00	9	\$27,540.00

Subtotal:	\$27,540.00
Shipping:	\$0.00
Non-Taxable Amount:	\$27,540.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$27,540.00
---------------	--------------------

Accelerate the power
of AI for your data

Take the first step in achieving
Generative AI success

[Learn More](#)

Shipping Group Details

Shipping To

WAYNE DUNKIN
HAGERSTOWN POLICE DEPT
50 N BURHANS BLVD
HAGERSTOWN, MD 21740-4696
(301) 791-2376

Shipping Method

Standard Delivery

Dell Pro Rugged, RB14250 XCTO

Estimated delivery if purchased today:
May. 07, 2025
Contract # C000001019611
Customer Agreement # NCPA 01-143

Unit Price	Quantity	Subtotal
\$3,060.00	9	\$27,540.00

Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Rugged, RB14250 XCTO	210-BNNG	-	9	-
Intel(R) Core(TM) Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W)	379-BFTJ	-	9	-
Windows 11 Pro	619-BBQD	-	9	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	9	-
Intel R Core TM Ultra 7 165U (12 MB cache, 12 cores, up to 4.90 GHz, 15W), Intel Integrated Graphics	338-CQVH	-	9	-
English US Rugged RGB Single Point backlit Copilot key keyboard	583-BMJG	-	9	-
Additional TBT-4/Type-C port	325-BFXV	-	9	-
Additional rear USB 3.2 Type-A port	590-TFPW	-	9	-
No Additional Software	658-BFOH	-	9	-
Intel Responsiveness Technologies Driver	409-BCYL	-	9	-
ME Disable - Manageability	631-BBYT	-	9	-
16GB: 2 X 8 GB, DDR5, 5600, Non-ECC, SoDIMM	370-BCGC	-	9	-
512GB M.2 PCIe NVMe 2280 SSD, Opal 2.0 Self Encrypting Solid State Drive	400-BSFP	-	9	-
Wireless Intel AX211 WLAN Driver	555-BLJD	-	9	-
Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	555-BLHY	-	9	-
5G Qualcomm(R) Snapdragon(TM) X62 Global 5G (DW5932e), eSIM capable, AT&T	556-BFRR	-	9	-
No Option Included	340-ACQQ	-	9	-
14" Touch, FHD 1920x1080, 60Hz, WVA, Anti-Glare, 1100nit, Low Blue Light, IR camera, Passive Pen	391-BJNQ	-	9	-
FHD HDR IR Camera + Microphone, Touch Display, WLAN/WWAN/GPS antenna	319-BBLD	-	9	-
Docking POGO connector with Antenna Passthru, WLAN+WWAN+GPS antenna	452-BDZH	-	9	-
Primary 3 Cell 53.5 Whr Long-lifecycle Battery, 3-year warranty	389-FJFF	-	9	-
65W AC adapter, USB Type-C	492-BDTG	-	9	-
No Fingerprint reader, no Smartcard reader	346-BLBK	-	9	-

Adobe Photoshop Elements 2024 & Premiere Elements 2024 Bundle	634-CKRP	-	9	-
E4 C5 black Power Cord 1M, US	470-BCRH	-	9	-
Quick setup guide, WW	340-DRXV	-	9	-
Additional 3 Cell 53.5 Whr Long-lifecycle Battery, 3-year warranty	389-FJFD	-	9	-
No Resource USB Media	430-XYPF	-	9	-
Service and Support Guide MUI for DAO (English, French, Multi)	340-DSGW	-	9	-
ENERGY STAR Qualified	387-BBLW	-	9	-
Dell Additional Software	634-CVYV	-	9	-
Mix Shipment, Dell Pro Rugged 14 RB14250	340-DSCG	-	9	-
Standard Shipment, VS	800-BBZV	-	9	-
EPEAT 2018 Registered (Gold)	379-BFWZ	-	9	-
Custom Configuration	817-BBBB	-	9	-
Core Ultra 7 non-vPro CPU Label, Gen 14th	389-FJDZ	-	9	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	9	-
Rigid Handle	750-BBMM	-	9	-
ProSupport Plus: Next Business Day Onsite, 2 Years Extended	713-0298	-	9	-
ProSupport Plus: Next Business Day Onsite, 3 Years	713-0299	-	9	-
Dell Limited Hardware Warranty Initial Year	713-0305	-	9	-
ProSupport Plus: Accidental Damage Service, 5 Years	713-0326	-	9	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	713-0327	-	9	-
ProSupport Plus: 7X24 Technical Support, 5 Years	713-0337	-	9	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	9	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	9	-
			Subtotal:	\$27,540.00
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total:	\$27,540.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Dell Marketing L.P.
ATTN: Stacey Skala
One Dell Way
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a horizontal line.

Shane Fields
Region XIV, Executive Director

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

Topic:

Tango Multi-Space Pay Stations – MacKay Meter, Inc. (New Glasgow, Nova Scotia) \$ 46,855.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Tango_Multi-Space_Pay_Stations.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
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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 This proposal if for 7 units which may not be enough. The units can handle large numbers of parking spaces, but customers will only walk so far to a pay station. Requesting permission to purchase 2 additional units as needed (approx. cost \$12,600).

ETB [Signature] 4/2/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor will need set up in MUNIS

Tyler Freick 4/11/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve -

Michelle [Signature] 4/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Christ Humann 4/11/25
Signature / Date

CAPITAL IMPROVEMENT PROGRAM

FY '25 *thru* FY '29

City of Hagerstown, Maryland

Project # 56-C0857

Project Name Parking Lot Improvements

Type Maintenance

Department Parking Fund

Useful Life 15 - 25 years

Contact Deike

Category Buildings and Structures

Priority Planned Improvement

Location: Various locations

Year Submitted: 2014

Status Active



Description

Improve the overall condition of surface parking lots to include: preservation of the pavement, sidewalk improvements, and handicap accessible ramps.

FY25: Generalized maintenance (\$10,000).

FY26: Improvements to Rochester Parking Lot to include wall caps, fencing, and painting (\$80,000).

FY27 - FY29: Maintenance to be determined (\$10,000).

Justification

Preservation of the pavement (crack sealing, overlay) allows the pavement to last much longer before total replacement is necessary. Sidewalk improvements include handicap accessible ramps to meet ADA requirements.

Budget Impact/Other

Expenditures	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Construction/Maintenance	10,000	80,000	10,000	10,000	10,000	120,000
Total	10,000	80,000	10,000	10,000	10,000	120,000

Funding Sources	FY '25	FY '26	FY '27	FY '28	FY '29	Total
Parking Fund	10,000	80,000	10,000	10,000	10,000	120,000
Total	10,000	80,000	10,000	10,000	10,000	120,000



PRICING QUOTATION

Prices based on OMNIA contract # 24-S835

Date	Quote #
March 19, 2025	250321

MacKay Meter, Inc.
P.O. Box 338
1342 Abercrombie Road
New Glasgow, Nova Scotia
Canada B2H 5E3

Phone: 1-888-462-2529
Fax: 1-866-752-5955

Requested By:

City of Hagerstown
Public Works
Attn: Angela Zeger
50 W Antietam Street
Hagerstown, MD 21740

Phone: : 301-739-8577 ext. 479
email: azeger@hagerstownmd.org

ITEM	QTY	PART #	DESCRIPTION	UNIT PRICE	TOTAL
1	7	Tango	Multispace pay station - supports pay by plate, pay by space and pay and display modes. Support coin, credit card, smart card, and optional contactless card payment. Compatible with mobile payment. Includes 40 Ah battery, 1 roll of ticket paper, 2 sets of high security keys (3 separate compartments), 2 coin boxes.	\$ 6,300.00	\$ 44,100.00
2	7	25PD9051500	*Optional VP5300 EMV Card Reader c/w Contactless /	\$ 1,000.00	\$ 7,000.00
3	7	Back-Office Host fees	mkORA monthly fees - unlimited transactions	(\$55 monthly) \$660 annually	Billed annually / separately
4	1	Payroc-Setup	Payroc Merchant Gateway set up if NFC payment acceptance is required (one-time fee)	\$295.00	\$295.00
5	1	Integration	Integrations with Pay by Phone or Clancey Systems for Enforcement capabilities	\$1,800.00	\$1,800.00
				Sub Total	\$51,395.00
				Tariff (if required)	TBD
				Freight	\$685.75
				Total before any required Tariffs	\$52,080.75

THANK YOU FOR YOUR REQUEST FOR QUOTE / ESTIMATE
WE ARE PLEASED TO SUBMIT THE ABOVE FOR YOUR CONSIDERATION

Valid thru: April 30, 2025
Taxes/Duties/Tariffs: Extra, if applicable
Terms: Net 30 days
Delivery: 6 to 8 weeks ARO. Order entered upon receipt of PO
Warranty: 1 year manufacturer warranty
Extended warranty options available at:
\$50 per machine per year. Up to 5 years available.
Must be purchased with meter order.

Quoted By: Sherry Fountain
US Business Development
Email: sherry.fountain@mackaymeters.com
PH: 479-858-8671

The Popular MacKay TANGO™ Pay Station

The MacKay Tango™ pay station is the most power-efficient pay station on the market today with a solar battery charge life of 2 to 3 years under normal lighting conditions. The pay station supports various payment options including coins, tokens, smart cards, and magnetic stripe and contactless credit cards and non-pin debit cards branded by the credit card brands.

Designed to be a smaller, lighter and more cost-effective solution, the MacKay Tango™ pay station still provides the vital functionality required by today's parking industry. It is easy to install and maintain, comes with a large, colour, display for rate/payment instructions and has an industry standard, heavy-duty printer.

GREEN

The MacKay Tango™ pay station sports the lowest power consumption of any pay station on the market today. We believe it is simply the "greenest" pay station you can buy with the lowest carbon footprint.

COMPACT

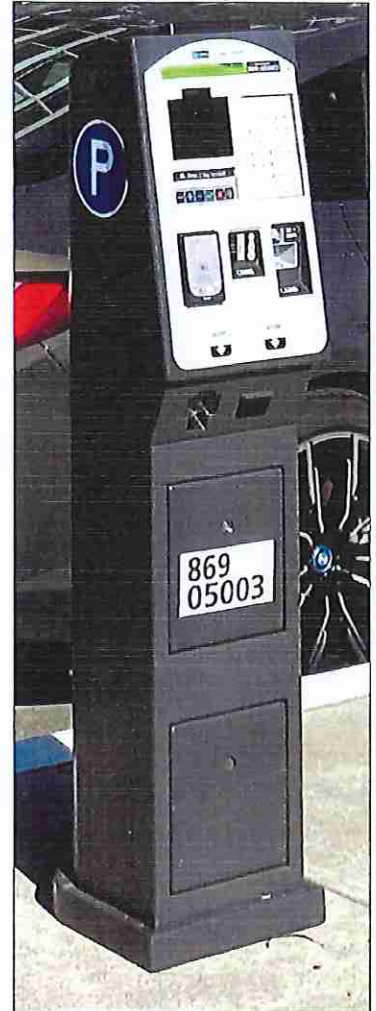
The MacKay Tango™ pay station takes up less space on street, offering a much less intrusive piece of street furniture. It measures only 53.5" in height (1359 mm) with a base of 13.75" x 12.4" (349 mm x 315 mm).

FLEXIBLE

The MacKay Tango™ pay station supports a wide range of payment options including coins, smart cards, credit cards, contactless credit cards, mobile phone payment and newer mobile wallet payment.

ECONOMIC

The MacKay Tango™ pay station is a much more economical solution than other pay stations. Built smaller and with fewer parts makes it a better choice for operators looking to maximize their capital investment.



MacKay TANGO™ Pay Station

Key features:

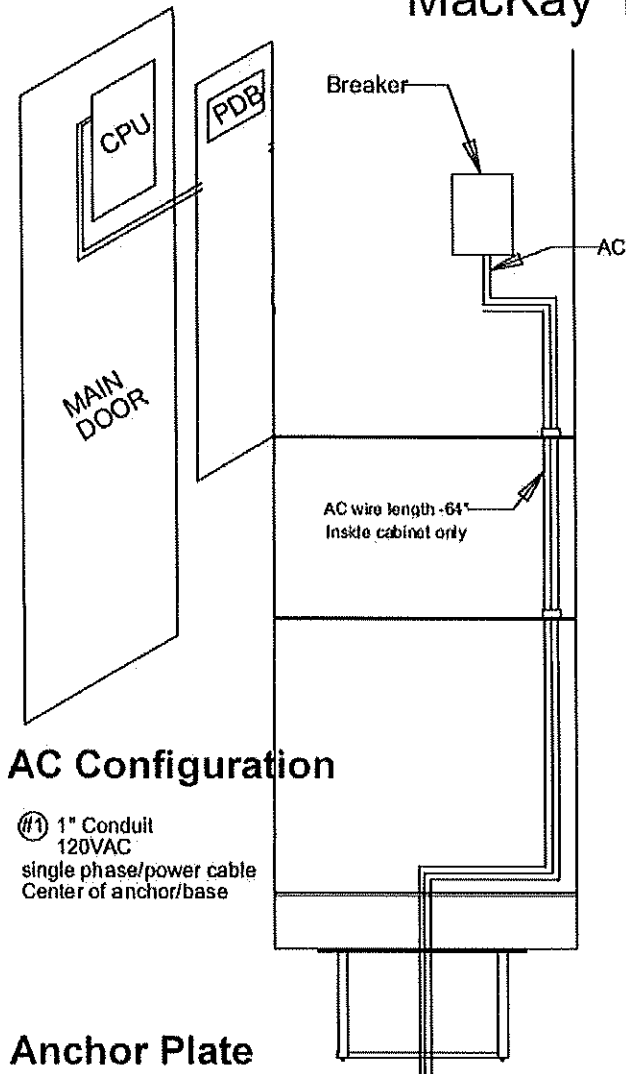
- High strength stainless steel keeps it secure and rust free.
- Integrated solar panel and long-life rechargeable commercial battery.
- Flexible, modular design that is easy to upgrade, service and maintain.
- Powerful off-site monitoring capabilities by adding a communications kit and Sentinel™ Meter Management System. Monitor your equipment remotely, generate reports, and receive alerts, no matter where you are.
- Customizable menus.
- Contactless EMV™ payment, PA-DSS validated and FCC approved. ADA Compliant.
- Features a large Liquid Crystal Display with back light, capable of displaying graphics.
- English? Español? Français? Supports multiple languages.
- Optional credit card payment. Offer end users security, convenience, and reject fraudulent payment. Use MacKay's On-line Real-time Credit Card Approval feature utilizing secure PCI and EMV compliant electronic payment processes.



Configuration Options

Mode	Pay by Plate w/ alphanumeric keypad
	Pay and Display
	Pay by Space
Payment Options	Coin / Token
	Credit Card / EMV Credit Card
	Smart Card
	Contactless Payment / EMV Contactless
	Integrated Mobile
Communications	4G LTE
	5G where available
Power	Solar with 40 Ah battery
	AC breaker with 18 Ah battery
	Optional Second Battery in upper cabinet

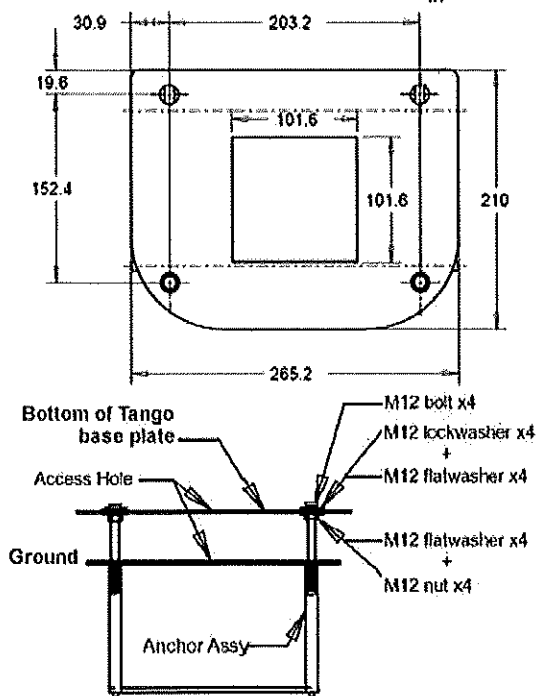
MackKay Tango™ Site Preparations Reference



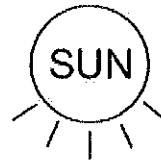
AC Configuration

(#1) 1" Conduit
120VAC
single phase/power cable
Center of anchor/base

Anchor Plate

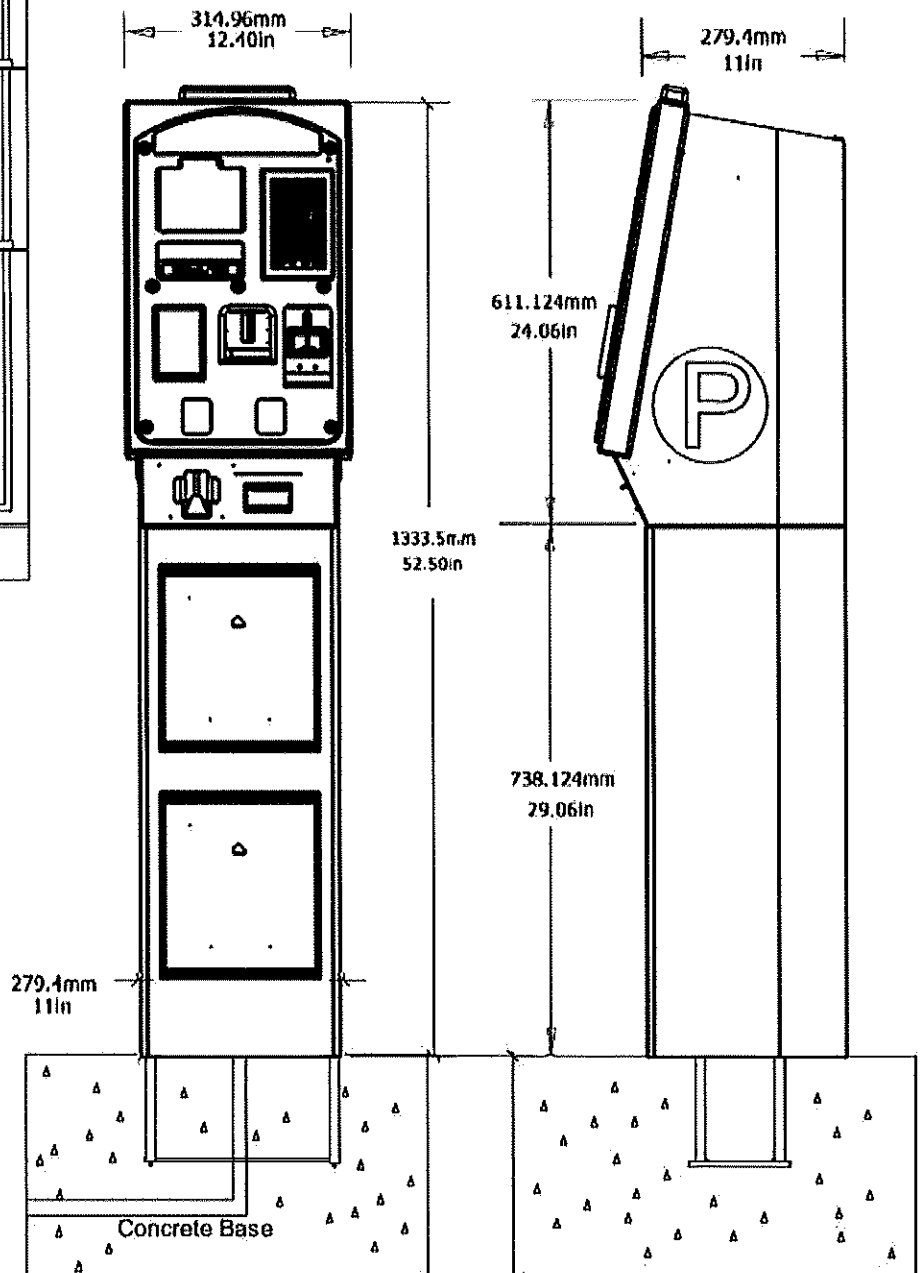


MackKay Standard Anchor Option
Use supplied shipping M12 hardware for mounting.
Bolts are M12 x 1.75 x 130mm (5.12" length)



Solar Configuration

For Solar Option:
- Ensure solar assembly on top of machine
is clear of trees, overhead lighting, buildings etc.
Solar panel must be exposed to direct sunlight
for machine to operate effectively.

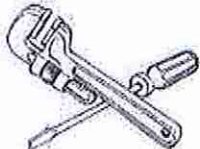


Chemical Anchor Option:

We recommend the following or use the manufacturer's instructions.
Hole in ground size (x4) - 22.2mm (7/8") - Depth - 114mm (4.5")
M12 Threaded rod (x4) - 229mm (11") in length, M12 Nut (x8), M12 Washer (x8)
Industrial strength epoxy resin
**Use supplied template for marking hole locations

MacKay Tango™ Installation Instructions

TOOLS REQUIRED

	<ul style="list-style-type: none"> • Key & plastic shutter tool (provided) • #1 Phillips screwdriver • #2 Phillips screwdriver • Precision slot screwdriver • ¾" or 19mm wrench 	<ul style="list-style-type: none"> • ½" or 13mm nut driver, wrench or socket • 7/16" or 11mm nut driver, wrench or socket • Level 	<p>IMPORTANT:</p> <p><i>All site preparation, including the placement of any necessary communication cables, should be prepared according to local code and completely in place on site before mounting the Tango.</i></p>
---	--	--	---

FAILURE TO CARRY OUT CORRECT AND PROPER INSTALLATION AND/OR COMMISSIONING OF THE TANGO MAY RESULT IN UNSAFE CONDITIONS, PERSONAL INJURY, INJURY TO END USERS OR STAFF, OR RESULT IN PHYSICAL DAMAGE TO THE TANGO OR ITS INTERNAL COMPONENTS WHICH COULD VOID THE WARRANTY.

SAFETY NOTE: Always wear gloves, safety goggles, and protective footwear when installing the Tango. Proper and safe installation of the equipment requires at least two people. Always use proper back support and lifting techniques.

1. OPENING THE TOP MAIN DOOR

1. A key and shutter tool are provided and are required to open the shutter which covers and protects the lock in order to open the top main door.
2. At the bottom right-hand side of the main door, insert and slide the shutter tool upward until contact is made with the metal lever. Continue sliding the shutter tool upward, to push the metal lever up then hold. This opens the shutter, exposing the main door lock.
3. Insert the key, turn clockwise and open door. (If key does not readily turn, push in on the main door.)

2. OPENING THE BOTTOM DOOR (LOWER SERVICE DOOR)

1. Grasp the service door locking bar located in the bottom-front, right-hand side of the upper cabinet, and lift it upward approximately two (2) inches. This will release the service door and a spring located behind the service door will push the top portion of the service door forward.
2. Release the service door locking bar.
3. Lift the service door up and out of the way to access the lower service area.

3. REMOVE PALLET MOUNTING HARDWARE

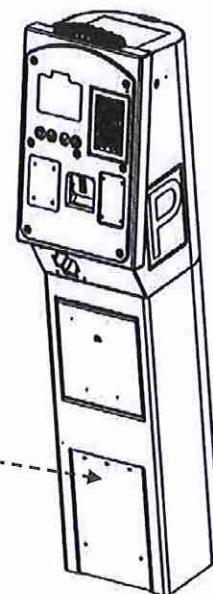
NOTE: Once the Tango is removed from the pallet, it must be managed and moved with care as it can easily be knocked / fall over, causing serious injury and/or damage to the paystation. Never leave an unsecured paystation unattended, particularly with the top main door left open.

1. Place a ¾" or 19mm wrench on the Hex Head Bolt in the service area which holds the Tango in place on the pallet.
2. Reach under the pallet with a second wrench and remove the M12 Hex Nut and SAE Flat Washer from beneath the pallet. Repeat these steps for all four (4) Hex Head Bolts.
3. Pull all four (4) Hex Head Bolts up from the pallet.
4. Retain removed mounting hardware for use in the Standard Anchor Mount.

NOTE: DO NOT remove any other Hex Head Bolts or other remaining attached hardware from the Tango.

4. MOUNT THE TANGO™

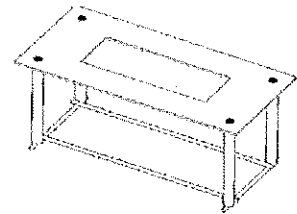
1. Close and lock the top main door by turning the key clockwise to lift the locking bar. Firmly push the door closed until the lock has engaged. Release and remove key.
2. Ensure that the lower service door is open, and battery is not present.
3. Refer to the applicable mounting instructions below depending on the mounting method chosen for the Tango.



STANDARD ANCHOR MOUNT

CAREFUL: Scraping or dragging of the cabinet on the ground could damage paint/coating and lead to corrosion.
Be sure the front of the cabinet is facing the proper direction.

1. Align the inner mounting holes of the cabinet with the mounting holes of the anchor assembly.
2. Using the previously removed pallet mounting shipping hardware, place a bolt, washer and nut in each mounting hole of the Tango as shown.
3. Proceed to Part 5, LEVELING.

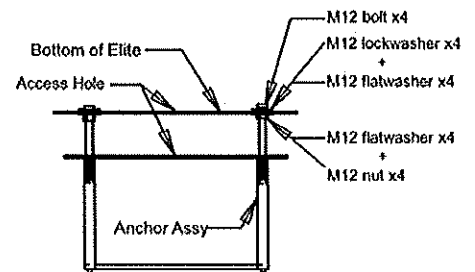


CHEMICAL ANCHOR MOUNT

CAREFUL: Scraping or dragging of the cabinet on the ground could damage paint/coating and lead to corrosion.

Be sure the front of the cabinet is facing the proper direction.

1. If using chemical anchor mount, position the supplied template in place.
2. Mark the location of the mounting holes with a permanent marker.
3. Remove the template.
4. Drill correct size holes for chemical bolts or other fixings.
5. Position the cabinet and install chemical bolt assembly (threaded rod, washer, nut and chemical adhesive) according to the manufacturer's instructions.
6. Proceed to Part 5, LEVELING.



MECHANICAL ANCHOR MOUNT

1. If a mechanical anchor mount is to be used, refer to a separate procedures document, Mechanical Anchor System Installation.

5. LEVELING

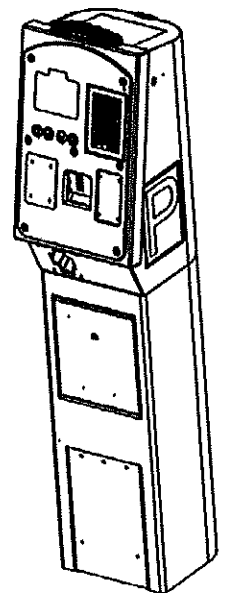
1. Place the level on the exterior front and sides of the cabinet of the Tango.
2. Check that the Tango is level and plumb; front to back and side to side.
3. Adjust the bottom leveling nuts on all bolts or threaded rods as required until fully level. Continue to check for level after each adjustment.
4. Note that proper levelling is very important to ensure optimal machine functionality.
5. Using a 3/4" or 19mm wrench, hold the bottom leveling nut in place and tighten the bolts or top nuts to secure the Tango in place.

6. INSTALL THE BATTERY

1. Carefully lift and place the battery on the lower base/mount shelf inside the lower service area of the Tango. Ensure that the battery harness is not hanging down and in the way before sliding the battery into the lower service area.
2. Plug the battery harness into the mating connector harness of the battery.

7. CLOSE THE LOWER SERVICE DOOR

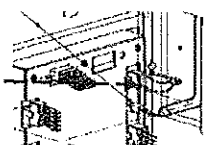
1. Place the lower part of the service door in the catches at the bottom of the door opening.
2. Grasp the service door locking bar handle and lift it upward approximately two (2) inches.
3. While holding the service door locking bar, push the service door inward compressing the spring located behind the upper part of the service door to close it.
4. Release the service door locking bar allowing it to drop down to lock the service door in place.
5. Release pressure from the service door. Ensure that the door remains closed and is securely held in place by the locking bar.



8. POWER UP

1. Turn on the Tango by flipping the main power switch up. (Located on the Power Distribution Board (PDB) which is on the left-hand side of the Main Cabinet.)
1. Swing open the CPU Box located on the backside of the main door to see the display and the internal keypad.

The login screen will appear on the display in a few minutes.



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

Topic:

Mills Park Pavilion – GRC General Contractors, Inc. (Zullinger, PA) 50,249.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Mills_Park_Pavilion.pdf

Description

Signed Consent

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: April 22, 2025 Special Session Date: _____

Originating Department: Parks Division (if applicable): _____

Department Director or Manager: Eric Deike

Account/Project Name: Parks Citywide Upgrades

Account No. 4545000-5594 CIP Control No. 665

Budget Amount: \$ ~~50,000~~ 15,000 Account Balance: \$ \$5,500 Unbudgeted Amount: \$ \$29,749

Fiscal Year: FY 25 Source of Funds: LPPI (\$15,000), General Fund, GF Fund Balance

Quantity	Description	Value
1	Replace pavilion at Mills Park	\$ 47,249.00
	Construction Contingency	\$ 3,000.00
	Funding: Grant = 15,000 Existing Bud ^{Avail:} = 5,500	
	* GF Contingency = \$29,749 to be transferred	
TOTAL VALUE OF PROJECT		\$ 50,249.00

ABOVE TO BE USED FOR: Construction of a new pavilion at Mills Park to replace an existing pavilion

RECOMMENDED VENDOR: Business Name: GRC General Contractors, Inc.

Business Address: 3289 Waynecastle Road

City/State/Zip: Zullinger, PA 17272

Bid/Proposal/Quote No.: RFP-27-MP-17 Sole Source? Yes ☒ No ☐

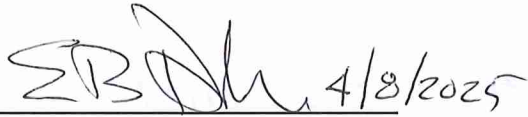
OTHER VENDORS		
Firm	City/State	Total Amount
J F Enterprises	Cavetown, MD	\$42,185.00
INL Construction	Oxen Hill, MD	\$44,498.79
Rockwell Construction	Mercersburg, PA	\$59,750.00
R.A. Hill	Chambersburg, PA	\$67,500.00
Yingling Construction LLC	Emmitsburg, MD	\$74,605.00
Grassfield Construction	Bethesda, MD	\$78,600.00
Alden, Inc.	Laurel, MD	\$87,495.00
Callas Contractors	Hagerstown, MD	\$89,800.00

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.
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 Recommend approval of contract with GRC General Contractors; the two lower bidders did not acknowledge the addendum that was issued during the bidding process.


Signature / Date 4/8/2025

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve


Signature / Date 4/10/25

(3) Chief Financial Officer

COMMENTS

Approve
Funding has been identified to cover the balance needed for this project


Signature / Date 4/10/25

(4) City Administrator

COMMENTS

Recommend Approval


Signature / Date 4/11/25



Commercial, Design-Build,
Industrial, Institutional



3289 Waynecastle Road
PO Box 216
Zullinger, PA 17272
717-762-1116
717-762-6582 Fax



www.grcgc.com

Building the Future Since 1983

April 8, 2025

City Of Hagerstown, Maryland
1 East Franklin Street
Hagerstown, MD 21740


Attn: Engineering Department
Re: Mills Park Pavilion Replacement Contract RFP-24-MP-17

Furnish and install materials and labor to complete the project Mills Park Pavilion Replacement Contract RFP-24-MP-17. Our proposal is based on "RFP-Mills Park Pavilion Replacement" & drawings "City Of Hagerstown Mills Park Pavilion Replacement" by Newcomer Associates. We have received (1) addendum dated March 31, 2025.

LUMP SUM BID \$47,249.00

I trust the above will meet with your approval. Please feel free to call me with any concerns you may have.

Sincerely,
GRC GENERAL CONTRACTOR, INC.


M. James Rock
President/CEO



MARYLAND

CITY OF HAGERSTOWN,

Engineering Department

ADDENDUM NO. 01
CONTRACT No. RFP-24-MP-17

March 31, 2025

TO: All interested parties that have received plans and specifications for the project:
MILLS PARK PAVILION REPLACEMENT, CONTRACT No. RFP-24-MP-17

Acknowledge receipt of this ADDENDUM NO. 01 by inserting it in your proposal and signing in the space provided below.

SIGN AND ATTACH THIS ADDENDUM NO. 01 TO THE FRONT COVER OF THE CONTRACT DOCUMENTS. Failure to sign and insert in your proposal may subject the bidder to disqualification. This ADDENDUM NO. 01 forms a part of the contract for MILLS PARK PAVILION REPLACEMENT, CONTRACT No. RFP-24-MP-17 and supplements and modifies it as follows:

Q1. Regarding the metal roofing, drawings and specifications do not indicate whether roof is standing seam or screw-down? Please specify if standing seam is required.

A1. No standing seam roofing is required, we are requesting the standard screw-down 26-gauge galvalume panels in Forest Green.

Q2. No ceiling or soffit required in the construction, correct?

A2. Correct, no ceiling or soffit included in the construction.

Item 1. The contractor will be responsible for keeping the asphalt walking paths, parking lot and park entrance road clear of dirt, mud, and any debris.

Bill Killinger
Assistant Director of Engineering

I HEREBY ACKNOWLEDGE RECEIPT OF ADDENDUM NO. 01.

A handwritten signature in black ink, appearing to be 'M. J. [unclear]', written over a horizontal line.

NAME OF SIGNING OFFICIAL

GRC General Contractor, Inc.
COMPANY NAME

4/8/25
DATE

c: All proposers obtaining plans and specifications

**MILLS PARK PAVILION REPLACEMENT
CONTRACT RFP-24-MP-17**

TIME: 11:00 A.M.

**BIDS OPENED: Tuesday, April 8, 2025
OFFICE OF CITY CLERK**

CONTRACTOR	PROPOSAL AMOUNT	ADDENDUM 1
Yingling Construction LLC	\$74,605.00	X
Rockwell Construction	\$59,750.00	X
RA Hill	\$67,500.00	X
INL Construction	\$44,498.79	
Grassfield Construction	\$78,660.00	
JF Enterprises	\$42,185.00	
GRC	\$47,249.00	X
Henson & Son	\$106,784.00	
Callas	\$89,800.00	
Alden, Inc.	\$87,495.00	X
Cunningham Recreation	\$100,020.00	
Dutchman Contracting	\$77,378.00	X
Bliss Products & Services	\$103,110.00	X

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

Topic:

Light - Substation Class Voltage Regulators -- Wesco / Anixter (Glenville, IL) \$142,043.34

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Light_-_Substation_Class_Voltage_Regulators.pdf
202504_Voltage_Regulators.pdf

Description

Signed Consent Form
Consent Form



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 4/22/2025 Special Session Date: _____

Originating Department: Utilities Division (if applicable): Light

Department Director or Manager: Nathan Fridinger

Account/Project Name: Substation Class Voltage Regulators

Account No: 5085001-583002-C0778 CIP Control No. C0778

Budget Amount: \$ 200,000.00 Account Balance: \$ 200,000.00 Unbudgeted Amount: \$ 0.00

Fiscal Year: FY26 Source of Funds: Electric Utility Capital Funds

Quantity	Description	Value
3	Single Phase Substation Class Voltage Regulators	\$ 47,347.78
	54 week lead lime expected from manufacturer; delivery anticipated near the end of FY26 or first quarter of FY27.	
TOTAL VALUE OF PROJECT		\$ 142,043.34

ABOVE TO BE USED FOR: Required material for completion of a third bay at Wesel Substation.

RECOMMENDED VENDOR: Business Name: Wesco / Anixter (Vendor No. 3366)
Business Address: 2301 Patriot Dr.
City/State/Zip: Glenview, IL 60026

Bid/Proposal/Quote No.: B1849.25 Sole Source? Yes ☒ No


OTHER VENDORS		
Firm	City/State	Total Value
Irby Utilities	Fredericksburg, VA	\$128,265.00
- Incomplete Bid Submission		
- 72-76 Week Lead Time		
- Unit Cost Reevaluated Prior to Delivery		

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.
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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 Recommend approval. Funding is subject to adoption of the FY26 and/or FY27 proposed budget.


Digitally signed by Nathan Fridinger
Date: 2025.04.08 09:32:08 -04'00'

Signature / Date

Nancy Hausrath
Digitally signed by Nancy Hausrath
Date: 2025.04.07 16:28:41 -04'00'

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

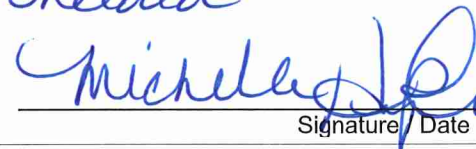
 4/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve contingent upon FY26 budget adoption.
Funding is included for these needed
infrastructure purchase in the
FY26 Proposed Budget

 4/10/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 4/11/25

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.
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REVIEWED AND APPROVED AS FOLLOWS:

<p>(1) Department Director and Division Manager</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 100%; margin: 0;"></div> <div style="text-align: right; margin-top: 5px;">Signature / Date</div>
<p>(2) Purchasing Agent</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 100%; margin: 0;"></div> <div style="text-align: right; margin-top: 5px;">Signature / Date</div>
<p>(3) Chief Financial Officer</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 100%; margin: 0;"></div> <div style="text-align: right; margin-top: 5px;">Signature / Date</div>
<p>(4) City Administrator</p> <p><u>COMMENTS</u></p> <div style="text-align: right; margin-top: 10px;"> <div style="border-top: 1px solid black; width: 250px; margin: 0 auto;"></div> <div style="text-align: center; margin-top: 5px;">Signature / Date</div> </div>	<div style="border-top: 1px solid black; width: 100%; margin: 0;"></div> <div style="text-align: right; margin-top: 5px;">Signature / Date</div>

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

Topic:

Approval of an Ordinance: Chapter 186 Nuisance Abandoned Vehicles

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_an_Ordinance_-_Chapter_186_Nuisance_Abandoned_Vehicles.pdf

Description

Approval of Ordinance -
Chapter 186 Nuisance
Abandoned Vehicles

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval 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 approve 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

Donna K. Spickler
City Clerk

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**

Topic:

Approval 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 - approve ordinance_-_quit_claim_Alley_1-35_WC_Transit.pdf

Description

Motion: Approve Ord Quit-Claim WC Transit

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval 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 approval 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: 3/25/2025

DATE OF APPROVAL: 4/22/2025

EFFECTIVE DATE: 5/22/2025

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 22, 2025
Effective Date: May 22, 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

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

Topic:

Introduction of an Ordinance: Commercial Uses and Outdoor Recreation in the Professional-Office Mixed (POM) Zoning District ZT-2024-04

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Apr_22_intro_of_ordinance_packet.pdf

Description

POM text amendment intro
of ordinance

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 22, 2025

TOPIC: Introduction of an Ordinance: Amend the City Code
Chapter 140, the Land Management Code

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the City Code, Chapter 140, Land Management Code. The amended Land Management Code includes the text amendment on commercial uses and outdoor recreation in the POM zoning district detailed in case ZT-2024-04. This amended version of the Land Management Code shall be known as version 3.12.

DATE OF INTRODUCTION: 4/22/2025

DATE OF PASSAGE: 5/27/2025

EFFECTIVE DATE: 6/26/2025

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 140, LAND MANAGEMENT CODE, TO INCORPORATE ZT-2024-04.

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 one text amendment on commercial uses and outdoor recreation in the POM zoning district detailed in case ZT-2024-04, 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 3.12
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 3.13.

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 B McIntire, Mayor

Date of Introduction: April 22, 2025

Date of Passage: May 27, 2025

Effective Date: June 26, 2025

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
Summary: Allow for more permitted uses in the POM zoning district.		
Justification: 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 (Retail and wholesale trade), 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**

Topic:

Introduction of an Ordinance: Amend the City Code by Amending Chapter 140, the Land Management Code, to add or modify provisions related to State mandated direction on land use regulation of cannabis enterprises

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_Apr_22_Intro_Packet.pdf

Description

Cannabis Text Amendment
Intro of Ordinance

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of an Ordinance: Amend the City Code by Amending Chapter 140, the Land Management Code, to add or modify provisions related to State mandated direction on land use regulation of cannabis enterprises

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend the Land Management Code, Article 3, Definitions, and Article 4, Section Z, Chart of Permitted and Special Exception Uses, to add or revise provisions related to cannabis enterprises. The Mayor and City Council acknowledge there are conflicts between Federal and State law regarding cannabis. However, without any action by the Mayor and City Council, State law would permit the location of cannabis dispensaries in undesirable locations within the City. These amendments will limit the location of cannabis enterprises in the City and thereby protect the health, safety, and welfare of the citizens of Hagerstown.

DATE OF INTRODUCTION: 04/22/2025

DATE OF PASSAGE: 05/27/2025

EFFECTIVE DATE: 06/26/2025

CITY OF HAGERSTOWN, MARYLAND
ORDINANCE NO. _____

AN ORDINANCE TO AMEND the Code of the City of Hagerstown, Chapter 140, entitled Land Management Code, as permitted by the Land Use Article of the Annotated Code of Maryland.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland and 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 or the Comprehensive Plan and provide a system of land use and development regulations that provide for harmonious use and development of land; and

WHEREAS, the State of Maryland has enacted provisions in the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland providing direction to local government on minimum expectations to accommodate the operation of various cannabis enterprises in the state; and

WHEREAS, the Mayor and Council acknowledge the inherent conflict between Federal and State law on the cannabis issue, however a majority of the body feel it necessary to address cannabis enterprises in the Land Management Code to allow the City to limit where the operation of cannabis enterprises can occur in 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 series of amendments related to cannabis, as hereafter described.

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

(continued)

Section 1. Chapter 140 of the Code of the City of Hagerstown, Article 3, Section C, Definitions, is hereby amended to add new definitions, as follows:

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.

FITNESS AND RECREATIONAL SPORTS CENTERS – 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.

Section 2. Chapter 140 of the Code of the City of Hagerstown, Article 4, Section Z, Subsection 2, is hereby amended to modify the provisions for Indoor Plant Cultivation and Processing Facilities and to add Cannabis Incubator, as follows:

Use	Zoning District					
	CC-MU	POM	I-MU	IR	IG	PUD-R
Indoor plant cultivation and processing facilities, when interior space is 5,000 square feet or less in gross floor area.	P (struck)					
Indoor plant cultivation and processing facilities, when interior space is 25,000 square feet or less in gross floor area.		SE (struck)	P	P	P	P
Indoor plant cultivation and processing facilities, when interior space is over 25,000 square feet in gross floor area		SE (struck)	SE	P	P	P
Cannabis incubator, when interior space is 25,000 square feet or less in gross floor area			P	P	P	
Cannabis incubator, when interior space is over 25,000 square feet in gross floor area			SE	P	P	

Section3. Chapter 140 of the Code of the City of Hagerstown, Article 4, Section Z, Subsection 2, is hereby amended to modify Tobacco Stores, Vapor and Hookah Lounges, and Cannabis Dispensaries by adding CBD and Hemp Stores and Alcoholic Beverage Stores and adding additional setback uses for that category in the chart, as follows:

Use	Zoning District			
	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, CBD and hemp stores, alcoholic beverage stores, and cannabis dispensaries and sales facilities located at least 500 feet from any existing 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, fitness and recreational sports center, library, public park, or religious sanctuary.	P	P	P	P

Section 4. Effective Date.

This ordinance shall become effective thirty (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 McIntire, Mayor

DATE OF INTRODUCTION: 04/22/2025
DATE OF PASSAGE: 05/23/2025
EFFECTIVE DATE: 06/23/2025

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2024-16	Is this a new issue or one previously discussed?	Previous
Version: 4	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
Summary: Amendments to cannabis related enterprises and to have alcohol sales stores be consistently treated with cannabis sales stores.		
Justification: 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.

If desired by the Council, also add:

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.

Article 4: Zoning

Section Z. Chart of Permitted and Special Exception Uses

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
-----	-----	------	----	----	-------

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	

Use	CG	CR	PUD-V	PUD-R
Tobacco stores, vapor and hookah lounges, CBD and Hemp stores, alcoholic beverage stores, 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 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 (or recreation center fitness and recreational sports center), library, public park, or religious sanctuary.	P	P	P	P

April 2, 2025

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

Topic:

Introduction of an Ordinance: Quit Claim Washington County Museum of Fine Arts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_introduce_ordinance_-_WCMFA_quit_claim.pdf

Description

Motion: Intro Ord Quit-Claim
WC Museum

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Introduction of an Ordinance – Quit Claim of an undeveloped 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 an undeveloped portion of the Key Street right-of-way adjacent to lands owned by the Washington County Fine Arts Museum, to allow to allow for future expansion of their facilities. The City Council has determined that this right-of-way is no longer needed for a public purpose.

DATE OF INTRODUCTION: 4/22/2025
DATE OF APPROVAL: 5/27/2025
EFFECTIVE DATE: 6/27/2025

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 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland (hereinafter the "Right-of-Way"); 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 Right-of-Way is no longer needed for a public purpose; and

WHEREAS, the Washington County Museum of Fine Arts, Inc., a Maryland Corporation, owns property located at 111 and 115 Key Street, Hagerstown, Maryland and adjoining the Right-of-Way and has requested that the City execute a quit claim deed vesting it with title to Right-of-Way adjoining its property;

WHEREAS, CSX Transportation, Inc., a Virginia Corporation authorized to conduct business in Maryland, also owns property located adjoining the Right-of-Way and has agreed to the City's Quit Claim of the Alley to the Washington County Museum of Fine Arts, Inc., so long as the Museum retains and maintains a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX rail spur which runs parallel to said Right-of-Way;

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 Washington County Museum of Fine Arts, Inc., 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 Right-of Way 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 the Right-of-Way in and to the adjoining property owner, the Washington County Museum of Fine Arts, Inc. The description and extent of the property so conveyed is as set forth 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: April 22, 2025
Date of Passage: May 27, 2025
Effective Date: June 27, 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 **WASHINGTON COUNTY MUSEUM OF FINE ARTS, INC.**, party of the second part, Grantee.

RECITALS

The **GRANTOR** has an interest in an approximately 0.148 acre right-of-way, which runs in a westerly direction beyond the terminus of Key Street in Hagerstown, Maryland in the City of Hagerstown, Maryland.

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 said 0.148 acre portion of said right-of-way, 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 May 27, 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 said Right-of-Way to the Grantee herein.

WHEREAS, the purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to the Washington County Museum of Fine Arts, Inc.

WHEREAS, as a condition of the Quit Claim, the Washington County Museum of Fine Arts, Inc. agrees that it shall retain and maintain a fence (approximately 112.5 feet +/- in length) between the Right-of-Way and the CSX Transportation, Inc. rail spur which runs parallel to said Right-of-Way.

WHEREAS, each and every paragraph of these Recitals 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 Key Street Right-of-Way situate and lying in Election District 03, City of Hagerstown, Washington County, Maryland,

described as "Portion of Key Street R/W as shown on Plat Folio 33 to be Quit Claimed by the City of Hagerstown 0.148 Ac." on the drawing dated February 24, 2025 and prepared by Frederick Seibert & Associates, Inc., entitled "Boundary Line Survey for Washington County Museum of Fine Arts Situate at 111 & 115 Key Street Hagerstown, MD," 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 Washington County Museum of Fine Arts, Inc., 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.

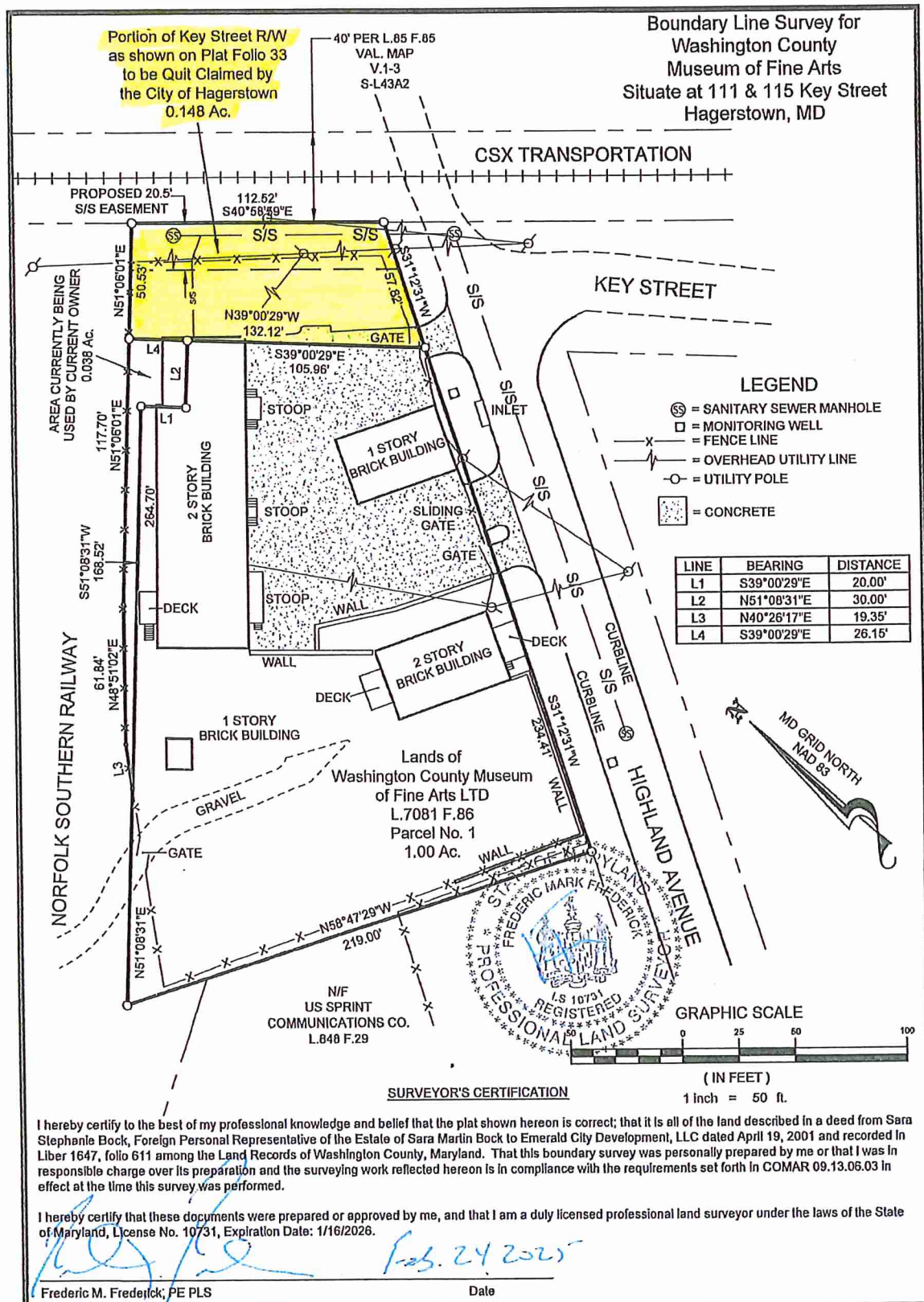
Notary Public


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: The Washington County Museum of Fine Arts, Inc.
400 Museum Drive
Hagerstown, Maryland 21740
Attn: Sarah J. Hall, Executive Director



Tax Map		312-1201		 FREDERICK, SEIBERT & ASSOCIATES, INC. CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS 128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.697.1007	605 SOUTH HANOVER STREET CARLSLE, PA 17013 717.701.8111	15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7631
DIVN BY	DATE	fesa-inc.com					
PROJECT MANAGER	EMAIL	fesa-inc.com					
SCALE	1" = 50'						
SHEET 1 OF 1				PROJECT NO. 2022-0180			

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

Topic:

Approval of a Resolution: Memorandum of Understanding to Provide Parking at the Hub City Garage, Administrative Office of the Courts, Circuit Court of Washington County

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Circuit_Court_AOC_MOU_Council_Packet.pdf

Description

Memorandum of Understanding to Provide Parking at the Hub City Garage, Administrative Office of the Courts, Circuit Court of Washington County



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: March 26, 2025

RE: Memorandum of Understanding to
Provide Parking at the Hub City Garage
Administrative Office of the Courts
Circuit Court of Washington County

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Council's approval to enter into a Memorandum of Understanding ("MOU") with the Administrative Office of the Courts ("AOC") for parking services for the Washington County Circuit Court. The Court is asking for thirty (30) parking passes to the Hub City Garage for a 3-year term.

DISCUSSION

Washington County Circuit Court, located at 24 Summit Avenue, purchases parking from the City of Hagerstown for thirty (30) parking deck passes in the Hub City Garage. The current MOU for parking began on September 1, 2024 and will end on June 30, 2025.

The AOC wishes to enter into a new MOU with a 3-year term that would begin on July 1, 2025. Same conditions and terms would apply.

FINANCIAL IMPACT

Each parking pass cost \$90 per month per parking space. The thirty (30) parking passes would equate to revenues of \$2,700 per month or \$32,400 annually. Total contract value is \$97,200.

RECOMMENDATION

The recommendation is to enter into this MOU with the AOC for the requested parking spaces. Staff will be at the council meeting to answer any questions.

Att: AOC Memorandum of Understanding, Resolution, Motion

Cc: Angela Zeger, Parking System Supervisor
Michelle Hepburn, Chief Financial Officer

**MEMORANDUM OF UNDERSTANDING
FOR GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS AND
THE CITY OF HAGERSTOWN**

M26-0002-X21

This Memorandum of Understanding ("MOU") is entered into this ____ day of _____, 20____, by and between the Administrative Office of the Courts ("AOC") and the City of Hagerstown, hereby known as the "Parties."

WHEREAS, the AOC recognizes the City of Hagerstown possesses the capability to deliver goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the City of Hagerstown has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and the City of Hagerstown enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

The City of Hagerstown shall deliver goods and/or services as described in and in strict accordance with Exhibit A, incorporated as part of this MOU. AOC shall abide by the regulations set forth in Exhibit B, incorporated as a part of this MOU.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and delivery of the goods or services, the AOC shall pay the City of Hagerstown in accordance with the terms of this MOU and at the rate specified in Exhibit A. Except by MOU modification, total payments to the City of Hagerstown pursuant to this MOU may not exceed \$97,200.00 (the "NTE Amount").

All invoices shall be submitted within 30 calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of the AOC contact: Laura Horning, Clerk of Circuit Court for Washington County, 24 Summit Avenue, Hagerstown, MD 21740, laura.horning@mdcourts.gov,
- b. name, remittance address, and federal taxpayer identification number of MOU partner,
- c. invoice period,
- d. invoice date,
- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable,
- h. Purchase Order number, and

i. MOU Number.

All hardware manufacturer, make, model, and serial numbers should be included on invoices related to those goods. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to the City of Hagerstown for each deliverable shall be made as soon as possible after the acceptance of the deliverable and after receipt of a proper invoice. Any charges for late payment of invoices, including any reactivation fees, are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin on July 1, 2025 and terminate on June 30, 2028. No work may begin under this MOU until all Parties have signed it and the AOC has instructed the City of Hagerstown by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV - MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both Parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of the City of Hagerstown, including any staff or contractor that is assigned to perform any work in the Circuit Court for Washington County. The City of Hagerstown shall have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of the City of Hagerstown related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with the City of Hagerstown. The AOC shall not be responsible for any damage(s) caused by the City of Hagerstown's employees, agents, or officials to personal property, documents, records, monies, or goods of the City of Hagerstown or to anyone in or about the City of Hagerstown's premises for the duration of the period of this MOU.

Non-Disclosure. The City of Hagerstown shall not, without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. The City of Hagerstown may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this MOU.

ARTICLE VI - REPRESENTATIVES

The following individuals are designated as representatives for their respective Parties:

For the AOC, Department of Procurement, Contract & Grant Administration:

Name and Title: Whitney S. Williams, Director

Phone: 410-260-1581

Email: whitney.williams@mdcourts.gov

For the City of Hagerstown:

Name and Title: Eric B. Deike, Director of Public Works

Phone: 301-739-8577 x176

Email: edeike@hagerstownmd.org

ARTICLE VII - ENTIRE AGREEMENT

This MOU embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations regarding the Parties' agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

For the City of Hagerstown:

Date

William McIntire
Mayor
City Hall
One East Franklin Street
Hagerstown, MD 21740

For the Administrative Office of the Courts:

Date

Whitney S. Williams
Director, Department of Procurement, Contract &
Grant Administration

Approved as to form and legal sufficiency this ____ day of _____, 20____.

Stephane J. Latour
Managing Legal Counsel

Exhibit A

The City of Hagerstown shall:

- Issue 30 parking passes to the Clerk of the Circuit Court for Washington County for monthly use in the Hub City Garage.
 - The parking passes shall be deck passes.
 - The one-time fee of \$7.00 for each of the 30 passes, was previously paid under former MOU M25-0015-X21.
- Send monthly invoice to the AOC for 30 parking passes.

Payments to the City of Hagerstown for each deliverable shall be made as soon as possible after the acceptance of the deliverable and after receipt of the proper invoice.

Any charges for late payment of invoices, including any reactivation fees, are prohibited.

Compensation:

- Monthly parking passes for 30 vehicles at \$90.00 each per month, which amounts to \$2,700.00 monthly or \$32,400.00 annually.
- Total NTE amount for thirty-six (36) months amounts to \$97,200.00.

Base Year 1	July 1, 2025 to June 30, 2026	\$32,400.00
Base Year 2	July 1, 2026 to June 30, 2027	\$32,400.00
Base Year 3	July 1, 2027 to June 30, 2028	\$32,400.00



Customer #: _____

Pass #: _____

Monthly Parking Pass Agreement

A&E Deck	
Hub City	X
University Deck	
Parking Lot	

Name of Pass Holder:	
Name on Invoice (if different):	
Billing Address Line 1:	
Billing Address Line 2:	
City, State, Zip Code:	
Phone Number(s):	
Email Address:	
Vehicle Make, Model ,Color:	
License Plate and State:	
FOR BUSINESS ACCOUNTS ONLY - Multiple passes billed to a single account.	
Name of Business:	Clerk of the Circuit Court for Washington County
Address - if different from above	24 Summit Avenue, Hagerstown, MD 21740
Point of Contact for Billing:	Laura Horning
Phone Number(s):	301.733.8660 x221
Email Address:	Laura.horning@mdcourts.gov

- **Monthly Fee:** \$ 2700.00 _____. Amount will be prorated if purchased after the 8th of the month. Prorated amount varies and will depend upon the date pass was purchased.
- **One-time fee for deck passes only:** \$7.00 The fee will be refunded when the pass is returned in good condition.
- Subsequent months will be invoiced to the address above.
- Payment is due the first business day of each month. Ex: The month of April will be invoiced March 1st and payment will be due April 1st.
- Monthly invoices can be paid easily online for your convenience.
- If payment is not received by the 8th of the month, the pass will be suspended and a \$7.00 reactivation fee will be charged. If it is a pass for a deck, the pass will be deactivated and you will have to pay the daily fee to exit the deck. If it is a pass for a lot, the vehicle will be reported to parking enforcement and be ticketed if payment is not made at the parking meter.
- Once a pass has been suspended for nonpayment, all unpaid parking invoices, including any accrued interest, plus the reactivation fee must be paid in order to restore the pass.
- There are no discounts for Holidays, Special or Seasonal Events, or Weather Related Events when daily rates may be reduced or suspended.

- Parking Lot Hang Tags MUST be properly displayed on the rear-view mirror with the date side facing out.
- Parking Deck Passes must be swiped upon entering and exiting the deck even if the gates are raised. Failing to do so may result in being denied subsequent entry or exit.
- **Having a monthly pass does not guarantee a space. Availability is First Come, First Serve.** A designated space may be purchased in the University District Deck for \$120.00 per month.
- **Attempting to allow another vehicle to exit the deck with your pass is prohibited and considered theft.**
- The City of Hagerstown rents space only. No bailment is created and the City of Hagerstown is not responsible for loss of or damage to vehicles or contents, or for personal injury.
- It is your responsibility to cancel this agreement. You will continue to be billed until cancellation notice is received by our office. Please report any lost or stolen pass immediately.

I am at least 18 years of age and have read and agree with the above:

Signature

Date

Print Name

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE
ADMINISTRATIVE OFFICE OF COURTS TO PROVIDE PARKING AT HUB CITY GARAGE**

RECITALS

WHEREAS, the City of Hagerstown owns certain property within its corporate boundaries known as the Hub City Parking Garage, on 50 West Antietam Street, which is used as a parking deck;

WHEREAS, the Circuit Court for Washington County wishes to provide parking for thirty (30) of its employees and has requested that the City provide parking for those employees in the Hub City Garage at the rate of \$90.00 per month for a term of three (3) years, beginning on July 1, 2025, and concluding on June 30, 2028, for a total due under the agreement of NINETY SEVEN THOUSAND TWO HUNDRED DOLLARS and 00/100 CENTS (\$97,200.00);

WHEREAS, the Administrative Office for the Courts handles contracts for goods and services (including leases) for the Circuit Court; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of Hagerstown to enter into said Memorandum of Understanding, including Exhibits A and B, relating to parking for Circuit Court employees at the Hub City Garage;

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 above Recitals are incorporated herein by reference;
2. That the Mayor be and is hereby authorized to enter into the Memorandum of Understanding with Administrative Office of the Courts on behalf of the Circuit Court for Washington County, a copy of which is attached hereto and incorporated herein; and
3. That the Mayor be and is hereby authorized to take any further action or execute any other documentation necessary to effectuate the purpose of this Resolution.

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: April 22, 2025
Date of Passage: April 22, 2025
Effective Date: April 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: **APPROVAL OF A RESOLUTION: MEMORANDUM OF UNDERSTANDING WITH THE ADMINISTRATIVE OFFICE OF THE COURTS TO PROVIDE PARKING AT THE HUB CITY GARAGE**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a Memorandum of Understanding with the Administrative Office of the Courts to provide parking at the Hub City Garage. The City of Hagerstown shall provide thirty (30) parking passes for use by the Circuit Court for Washington County.

The term of the Memorandum of Understanding is three (3) years beginning on July 1, 2025, and concluding on June 30, 2028. The total amount to be paid to the City is NINETY SEVEN THOUSAND TWO HUNDRED DOLLARS and NO CENTS (\$97,200.00).

Date of Introduction: April 22, 2025

Date of Passage: April 22, 2025

Effective Date: April 22, 2025

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

Topic:

Approval of a Resolution: Speed Camera Contract Extension and Stop Gap Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Motion_and_Resolution_-_Stopgap_Contract_(Calvert_County).pdf Motion: Speed Camera

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: April 22, 2025

TOPIC: Approval of a Resolution: Approving an Extension / Stopgap Contract and the Piggyback Contract with Calvert County.

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

MOTION: I hereby move for Mayor and Council approval of a Resolution to approve the Extension / Stopgap Contract and the Piggyback Contract with Calvert County regarding the city-wide speed cameras. The contract was bid out in RFP by Calvert County with Altumint winning the bid.

The price for each camera goes from \$2,800 / month to \$3,499 / month; however, the program remains cost neutral. The City will never pay more than the fees received from the citations in any given month.

DATE OF PASSAGE: April 22, 2025

CITY OF HAGERSTOWN, MARYLAND
A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF AN EXTENSION OF AGREEMENT WITH
ALTUMINT, INC.
FOR THE PURPOSES OF
PROVIDING AN AUTOMATED
SPEED ENFORCEMENT SYSTEM

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 (“the Code”) authorizes the use of an automated speed monitoring system (“ASE System”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that an ASE System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, the City and Brekford were parties to an Agreement for Installation and Operation of Speed Camera Enforcement System dated February 1, 2020 which incorporated an August 26, 2019 Agreement between Rekor and Calvert County, Maryland ("Agreement"); and

WHEREAS, the City and Brekford were parties to Collections Agreement dated February 1, 2020 (“Collections Agreement”);

WHEREAS, the Agreement and Collections Agreement expired January 31, 2025;

WHEREAS, Altumint, Inc. (“Altumint”), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, Altumint (with the consent of the City) is the successor in interest to Rekor and has been providing ASE services and collections services to the City since on or about December 7, 2022;

WHEREAS, the City and Altumint wish to enter into an extension ASE Contract and Collections contract for the period from January 31, 2025 through June 1, 2025;

WHEREAS, attached hereto and incorporated herein is an Extension of Agreement between the City and Altumint for the continued operation and other support relating to the ASE System in the City. The Agreement is effective for the period from January 31, 2025 through June 1, 2025.

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 foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Extension of Agreement between the City and Altumint, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

Date of Introduction: April 22, 2025
Date of Passage: April 22, 2025
Effective Date: April 22, 2025

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

EXTENSION OF AGREEMENT

THIS EXTENSION AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE BELOW, BY AND BETWEEN THE CITY OF HAGERSTOWN, HAVING OFFICES AT 1 E. FRANKLIN ST, HAGERSTOWN, MARYLAND 21740 ("CITY"), AND ALTUMINT, INC., HAVING OFFICES AT 4600 FORBES BOULEVARD, SUITE 203, LANHAM, MARYLAND 20706 ("ALTUMINT"), AS SUCESSOR-IN-INTEREST TO REKOR RECOGNITION SYSTEMS, INC. ("REKOR"), F/K/A BREKFORD CORP., D/B/A BREKFORD TRAFFIC SAFETY, INC. ("BREKFORD").

WHEREAS, the City and Brekford were parties to an Agreement for Installation and Operation of Speed Camera Enforcement System dated February 1, 2020 which incorporated an August 26, 2019 Agreement between Rekor and Calvert County, Maryland ("Agreement"); and

WHEREAS, the City and Brekford were parties to Collections Agreement dated February 1, 2020 ("Collections Agreement.");

WHEREAS, the Agreement extended until January 31, 2025;;

WHEREAS, on or about December 7, 2022, Altumint acquired Rekor and Rekor transferred and assigned the Agreement and Collections Agreement and all of Rekor's rights, duties and obligations thereunder to Altumint; and

WHEREAS, the Agreement and Collections Agreement are set to expire on January 31, 2025, and the parties hereto wish to extend and continue the Agreement and Collections Agreement.

NOW, THEREFORE, the parties covenant and agree as follows:

1. The Agreement and Collections Agreement are extended for the term commencing upon the expiration of the original term on January 31, 2025, and shall terminate upon June 1, 2025, unless sooner terminated under the terms of the Agreement. The parties shall negotiate, in good faith, a new agreement relating to the installation and operation of a speed camera enforcement system in the City and a new collections agreement between the City and Altumint to become effective on or before June 1, 2025.

2. This Extension Agreement shall be on all other terms and conditions as stated in the original Agreement and Collections Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Extension Agreement to be executed by their duly authorized representatives.

CITY OF HAGERSTOWN

By: _____
William McIntire
MAYOR

Date: _____

ALTUMINT, INC

By: _____

Date: _____

Print Name: _____

Title: _____

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

Topic:

Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

042225_RS_ProjectRestore.pdf

Description

Approval of a Resolution:
Subrecipient Grant
Agreement for Main Street
Startup Grant Program.

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

DATE: April 22, 2025

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program**

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

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to applicant(s) identified on the attached list with the award amount shown.

The subrecipient agreement for each will follow the attached template. The deadline for each will be 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

DATE OF INTRODUCTION:	04/22/2025
DATE OF PASSAGE:	04/22/2025
EFFECTIVE DATE:	04/22/2025



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: April 11, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

At the April 15, 2025 Work Session, staff will put forth recommendations from the Main Street Startup Grant Review Committee for approval under the Main Street Startup Grant program.

This program aims to lower the barriers that may prevent entrepreneurs from opening or expanding their small business, increase their chances of success in the early stages of operation, and assist in filling currently vacant storefronts within the Mainstreet District of our Downtown – which is part of the City's Sustainable Communities Area.

Staff were awarded \$300,000 in Project Restore funding from the Maryland Department of Community and Housing Development (DHCD), with a maximum award amount of \$50,000 per applicant. Three applicants have been approved by the Review Committee and Mayor and City Council to date.

Staff seek approval to move forward with entering into a subrecipient agreement with the recommended applicants.

Attachments:

1. Required Motion
2. Required Resolution
3. Summary of Recommended Awards
4. Awardee Subrecipient Agreement Template

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Community & Economic Development

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF SUBRECIPIENT GRANT AGREEMENTS FOR THE
SUPPORT OF ELIGIBLE PROGRAMS
BETWEEN THE CITY OF HAGERSTOWN AND
VARIOUS NEW AND EXPANDING FOR-PROFIT
ENTITIES ENUMERATED HEREIN**

RECITALS

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of “Negative Economic Impacts: Assistance to Small Businesses,” and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

- (1) Business: Sarah Rudy – Painting With A Purpose – Up to \$6,818
 - a. Building Owner: Vincent Groh Trust
- (2) Motherland Kitchen, LLC– Up to \$34,329
 - a. Building Owner: BCO Management Company LLC
- (3) Hagerstown Vintage, LLC – Up to \$9,000
 - a. Building Owner: Wareham Building LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient subject to the terms and conditions of the City’s receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for Project activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William McIntire, Mayor

Date of Introduction: April 22, 2025
Date of Passage: April 22, 2025
Effective Date: April 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Summary of Recommended Main Street Startup Grant Award

Name: Sarah Rudy – Painting With A Purpose

Address: 15 W. Washington Street

Property Owner: Vincent Groh Trust

Award Amount: Up to \$6,818

Deadline: 10/15/2025

Description: Owner is planning to open an artist studio, display space, and art retail space in a long vacant building close to Public Square. Owner plans to collaborate with local artists and the Washington County Arts Council (WCAC) for events and workshops at the location.

-

Name: Motherland Kitchen

Address: 57 S. Potomac Street

Property Owner: BCO Management Company LLC

Award Amount: Up to \$34,329

Deadline: 10/15/2025

Description: Owner is planning to open an African/Caribbean food restaurant specializing in Cameroonian cuisine. The restaurant will have a few meat-based dishes, but will focus on a vegetarian and vegan-friendly menu. Owner plans to move open once landlord completes planned renovations for the space.

-

Name: Hagerstown Vintage, LLC

Address: 138 W. Washington Street, Suite #140

Property Owner: Wareham Building LLC

Award Amount: Up to \$9,000

Deadline: 10/15/2025

Description: Owner is looking to open a “curated, high-quality vintage store” with vintage toys, video games, and furniture for the community. Business would be looking to occupy a currently vacant space in the Wareham Building.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, [SUBRECIPIENT 1], AND
[SUBRECIPIENT 2]

This Agreement is entered into as of this _____ day of _____, 2025 by and between the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), [NAME OF PROPERTY OWNER], ("herein called "SUBRECIPIENT 1" or "PROPERTY OWNER") and [NAME OF BUSINESS], ("herein called the "SUBRECIPIENT 2" or "BUSINESS"). SUBRECIPIENT 1 and SUBRECIPIENT 2 are sometimes hereinafter referred to collectively as the "SUBRICIPIENTS" or the "SUB-GRANTEES." The SURECIPIENTS and the CITY are sometimes hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the PROPERTY OWNER is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the PROPERTY OWNER has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, the BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main

Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL

The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE

The Subrecipients shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

- A. Business Rental Assistance paid directly to the Property Owner with a commitment from the business to occupy the space for a minimum of one (1) year.
- B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET

The City shall disburse the PROPERTY OWNER its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. Unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the Subrecipients shall provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipients by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipients within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN

Christopher Siemerling
Economic Development Specialist

SUBRECIPIENT 1
PROPERTY OWNER

Title -

City of Hagerstown

[NAME OF PROPERTY OWNER]

14 N. Potomac Street, Suite 200A
Address

Address

Hagerstown, Maryland 21740
City, State and Zip

City, State and Zip

Telephone: 301-739-8577 ext. 822

Telephone: _____

Email: csiemerling@hagerstownmd.org

Email: _____

SUBRECIPIENT 2
BUSINESS OWNER

Title -
[NAME OF BUSINESS]

Address

City, State and Zip

Telephone: _____

Email: _____

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipients agree to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipients will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipients are an independent contractor.

C. Hold Harmless

The Subrecipients will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipients' performance or nonperformance of the services or subject matter called for in this Agreement.

"Sub-grantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement."

D. Workers' Compensation

The Subrecipients shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit C, attached hereto and incorporated herein.

F. Funding Source Recognition

The Subrecipients shall insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Except as set forth in any duly executed amendment, such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipients from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipients.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if one or both of the Subrecipients materially fail to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipients to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipients, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipients agree to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipients will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipients shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of the project budget and expenditures for eligible activities;

- b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
- e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipients for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Data

The Subrecipients shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure

The Subrecipients understand that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipients' responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipients' obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

this Agreement shall remain in effect during any period that the Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipients expends \$750,000 or more in a year in Federal awards, the Subrecipients shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

- a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
- b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
- c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of Subrecipients as set forth hereinabove. The City and Subrecipients reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the

names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

<u>Quarter End Date</u>	<u>Subrecipient Due Date</u>
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipients agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

The Subrecipients will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipients from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipients will take appropriate steps to assure compliance.

The Subrecipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipients covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipients further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipients does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipients for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENTS have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT
BY AND THROUGH
THE MAYOR AND CITY COUNCIL OF
HAGERSTOWN

PROPERTY OWNER
[SUBRECIPIENT 1]

By: Christopher Siemerling

By: _____

Title: Economic Development Specialist

Title: _____

Date: _____

Date: _____

[SUBRECIPIENT 2]

BUSINESS

By: _____

Title: _____

Date: _____

EXHIBIT A
GRANT PROGRAM GUIDELINES & APPLICATION FORM



Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of \$50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
 - Applicant/Project Need,
 - Viability of Business Plan/Business Experience & Capacity,
 - Economic Impact of the Project,
 - Proximity to Public Square,
 - Renovation Budget,
 - Square Feet Being Leased,
 - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A \$10,000 grant would require a match of at least \$10,000 for a total project cost of \$20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to \$50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dcled@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

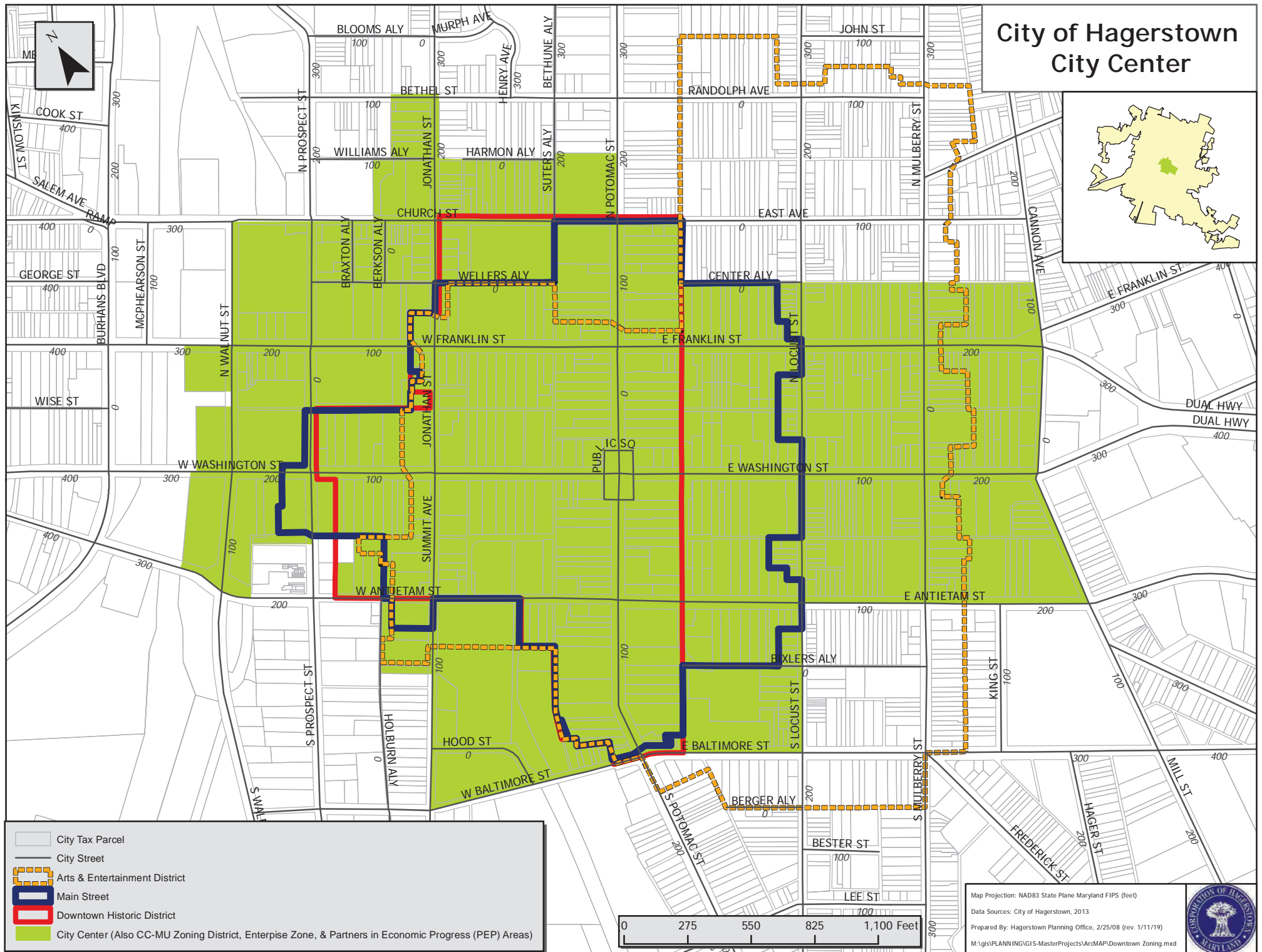
Please direct questions to:

Department of Community & Economic Development

City of Hagerstown

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org





MAIN STREET STARTUP GRANT Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: \$_____

Grant Request Amount (Max \$50,000): \$_____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since _____(month/year)

Terms of Lease:

Lease Start Date: _____ Number of years: _____

How many new jobs will be created within 2 years of the project's completion? ____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	Total	Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
 - Description of the Project including renovations, improvements, and upgrades to existing facilities;
 - Description of planned occupancy; and
 - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
 - Information on the team completing the project, including:
 - Business Owner(s)
 - Property Owner(s)
 - Architects
 - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

Applicant's Signature

Date

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

EXHIBIT B
GRANT APPROVAL

Main Street Startup Grant Program

Exhibit B Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval

Company

Property Address: **Address**

Grant Amount: Up to \$add

Rental Assistance Grant Component: \$add

Business Improvement Grant Component: \$add

Minimum Required Match: Up to \$add

Total Business Improvement Grant and Minimum Required Match: Up to \$add
(Submitted receipts must total at least this amount.)

Total Project Costs: \$add

Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement

Approval Status: [X] Planned

Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement

Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement

Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. 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 "Planned". 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 of the application and approved project expenses 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.

EXHIBIT C
CERTIFICATE OF INSURANCE

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

Topic:

Approval of a Resolution to approve US Cellular Application for Co-location at 13500 Volvo Way

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MEMO_US_CELLULAR_COLOCATION_REQUEST_04152025.docx	Memo
MOTION_RESOLUTION_COLOCATION_AGREEMENT_USCELLULAR_04222025.docx	Motion
RESOLUTION_VOLVO_WAY_CONSENT_TO_COLOCATE_04222025.docx	Resolution
682349_-_Consent_Letter_12-3-2024.pdf	Request
682349_ground.pdf	Correspondence
2007_Ground_Lease_Colocation_Request.pdf	Ground Lease
	2007 Colation
	Approval



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

Memorandum

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Re: US Cellular – Request for Approval
Colocation Agreement
Date: April 9, 2025

The City of Hagerstown entered into a ground lease agreement with US Cellular on June 22, 2006 for the construction of a cellular tower at 13500 Volvo Way. In July of 2007 US Cellular requested and was granted approval for a collocation agreement with Vista PCS, LLC.

This request is consistent with the existing contract with US Cellular and, as such, staff is recommending the Mayor and City Council approve the colocation request from US Cellular.

Staff will be available at April 15, 2025 Mayor and City Council Work Session to discuss and answer any questions that arise.

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO
CONSENT TO SUBLEASE AND COLOCATION AT THE PROPERTY
KNOWN AS 13500 VOLVO WAY

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 approval a Resolution authorizing the City of Hagerstown to consent to sublease and colocation at the property known as 13500 Volvo Way per the attached request from USCOC of Cumberland, LLC (US Cellular).

DATE OF INTRODUCTION: April 22, 2025
DATE OF PASSAGE: April 22, 2025
EFFECTIVE DATE: April 22,

2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO CONSENT TO
SUBLEASE AND COLOCATION AT THE PROPERTY KNOWN AS 13500 VOLVO WAY**

RECITALS

WHEREAS, on or about October 11, 2006, the City of Hagerstown (“City”) entered into a Ground Lease with USCOC of Cumberland, LLC for the construction and operation of a tower site at real property known as 13500 Volvo Way in Hagerstown, Maryland; and

WHEREAS, Section 20 of that Ground Lease permits USCOC of Cumberland, LLC to sublet the “tower, building, and ground space” with the consent of the City; and

WHEREAS, USCOC of Cumberland, LLC desires to sublet to New Cingular Wireless, PCS, LLC to make maximum use of existing infrastructure by colocation at the existing tower site and so seeks consent of the City; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to consent;

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 it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to consent to the sublease of the tower site to New Cingular Wireless, PCS, LLC by USCOC of Cumberland, LLC, pursuant to the terms of the October 11, 2006 Ground Lease and the Request for Consent to Colocate attached hereto and incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Consent attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

William McIntire, Mayor

Date of Introduction: April 22, 2025
Date of Passage: April 22, 2025
Effective Date: April 22, 2025

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys



REQUEST FOR CONSENT TO COLOCATE

December 3, 2024

City of Hagerstown
Attention to: Water & Sewer Authority
51 West Memorial Boulevard
Hagerstown, Maryland, 682349

UScellular Site: Hagerstown North/682349
Applicant Site: Old Forge / FA#: 10547849
Site Address: 13500 Volvo Way, City of Hagerstown, Maryland, 21742

To Whom It May Concern,

USCOC of Cumberland, LLC ("UScellular") is committed to working with others in the wireless industry to make maximum use of existing infrastructure, and thereby, help reduce the need for additional tower construction. In adherence with the Telecommunications Act of 1996, we are allowing New Cingular Wireless, PCS, LLC ("AT&T") to apply for colocation at the tower site we constructed on your land - Hagerstown North/682349. In an effort to accommodate their request, and pursuant to Section 20 of the Ground Lease between City of Hagerstown Water & Sewer Authority and USCOC of Cumberland LLC dated October 11, 2006, we are requesting that you provide your consent of this arrangement by signing both copies of this letter and returning one copy to us in the enclosed envelope.

Thank you for your cooperation in this matter. Please feel free to contact me with any questions.

Sincerely,

Samuel Polk
Colocation Specialist
973-590-9553
Spolk@pyramidns.com

Consent Authorization:

City of Hagerstown Water & Sewer Authority

Date

GROUND LEASE

This Lease is made and entered into as of the 11th day of October, 2006, by and between City of Hagerstown Water & Sewer Authority, hereinafter referred to as 'Landlord', and USCOC of Cumberland, Inc., a Maryland corporation, Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631 hereinafter referred to as 'Tenant'.

In consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease. (a) Landlord hereby grants to Tenant an option ("the Option") to lease from Landlord the following described Leasehold Parcel:

Approximate dimensions: 61.5' x 54.5'

Parcel ID: Tax Map 24, Parcel 1003

Location: Mack Truck Road, Hagerstown in Washington County, State of Maryland.

(collectively the "Leasehold Parcel") together with unrestricted access for Tenant's uses from the nearest public right-of-way along the Landlord's property.

(b) During the Option period and any extension thereof, and during the term of this Agreement, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use, all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

(c) In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of Five Hundred Dollars (\$500.00) upon execution of this Agreement. The Option will be for an initial term of eighteen months (the "Initial Option Term") and may be renewed by Tenant for an additional six months upon written notification to Landlord and the payment of an additional One Thousand Dollars (\$1,000.00) no later than ten (10) days prior to the expiration date of the Initial Option Term.

(d) During the Initial Option Term and any extension thereof, Tenant may exercise the Option by notifying Landlord in writing. If Tenant exercises the Option then Landlord leases the Leasehold Parcel to the Tenant subject to the following terms and conditions.

2. Grant of Easement Parcel(s). Landlord hereby grants to Tenant an Access easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way and a Utility easement 10 feet in width, which is located within the easement 30 feet in width from the Leasehold Parcel to the nearest accessible public right-of-way, to the nearest suitable utility company-approved service connection points. As further described in Exhibit "A" attached hereto and incorporated herein. Landlord agrees to make such direct grants of easement as the utility companies may require.

3. Grant of Easement Rights. To effect the purposes of this Lease, Landlord hereby grants to Tenant the following Easement Rights: (a) the right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels; (b) the right to improve an access road within the Access Easement Parcel; (c) the right to place utility lines and related infrastructure within the Utilities Easement Parcel; (d) the right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of installing, repairing, replacing, and removing the leasehold improvements (the "Improvements") and any other personal property of Tenant upon the Leasehold Parcel and improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery; and (e) the right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and Easement Parcels are collectively referred to herein as the "Premises."

4. Survey / Site Plan. Tenant may, at Tenant's expense, cause a survey, site plan, and/or legal description of the Premises to be prepared, to further delineate and identify the land underlying the Premises, and to attach the same as exhibits to this Lease.

5. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, and a security fence, together with all necessary lines, anchors, connections, devices, and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage. Tenant shall have unlimited 24 hours per day, 7 days a week access to the site.

6. Term of Lease. In the event Tenant exercises the Option, the initial lease term will be twenty (20) years (the "Initial Term"), commencing upon the Commencement Date, as defined

below. The Initial Term will terminate on the last day of the month in which the twentieth annual anniversary of the Commencement Date occurred.

7. Option to Renew. The term of this lease shall automatically extend for up to two (2) additional terms of five years each, upon a continuation of all the same provisions hereof, and the agreement of both parties, unless Tenant gives Landlord written notice of Tenant's intention to terminate the lease at least sixty (60) days before the expiration of the term then present at the time of such notice.

8. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving written notice to Landlord of Tenant's exercise of this option and paying Landlord the amount of One Thousand Dollars (\$1,000.00) as liquidated damages.

9. Base Rent. Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant shall pay Base Rent to Landlord in the amount of Eight Hundred Dollars (\$800.00) per month, which shall be due when construction begins and then regularly thereafter on the first day of each calendar month. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive rent on behalf of the Landlord. Rent will be prorated for any partial month.

10. Adjusted Rent. On every five (5) years' anniversary of the commencement date of the term of this Lease, and throughout the duration hereof as renewed and extended, the Base Rent shall be adjusted in proportion to the cumulative change in the latest published Consumer Price Index compared to the same index as historically recorded for the month and year in which the term of this Lease commenced. "Consumer Price Index" shall mean the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, 1982-84 = 100, (U.S. Department of Labor, Bureau of Labor Statistics). If the said Index ceases to be published, then a reasonably comparable index shall be used.

11. Possession of Premises. Tenant shall not be entitled to take possession of the Premises and commence work to construct the Improvements until Tenant makes the first payment of rent.

12. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant's operations.

13. Property Taxes.

(a) Tenant shall pay the personal property taxes levied against the Improvements and the real estate taxes levied against the land underlying the Leasehold Parcel. If the classification of the land for tax purposes changes as a result of Tenant's commercial use, then Tenant shall be responsible for increases attributable to such commercial use. Increases in property values reflected in Landlord's property tax bill received after the first assessment date following

Tenant's completion of construction shall be deemed to best indicate the impact attributable to Tenant.

(b) Although Tenant will be receiving a separate tax bill for its personal property, the parties assume that the Leasehold Parcel will not be eligible for a separate assessor's parcel number. Therefore, Tenant shall contribute to the payment of real estate taxes on the underlying land promptly following Landlord's demand therefor, provided that Tenant's proportionate share shall be computed as follows: Area of Leasehold Parcel, divided by area of total tract shown on tax bill, times total tax attributable to land only. The parties agree to cooperate in good faith to identify the portion of Landlord's property tax increases for which Tenant is fairly responsible, and Tenant agrees to subsidize such increases.

(c) Landlord's requests to Tenant for contribution or reimbursement of property taxes should be addressed to U. S. Cellular, P.O. Box 31369, Chicago, IL 60631-0369. All requests must be accompanied by a copy of Landlord's tax bill. Tenant shall comply with requests for contribution by issuing a check for Tenant's proportionate share made payable to the tax collector. Tenant shall comply with requests for reimbursement by issuing a check to Landlord, provided that a paid tax receipt accompanies such request.

(d) Tenant shall have the right, but not the obligation, to pay Landlord's real estate taxes on the underlying land if the same become delinquent, to ensure that Tenant's leasehold interest does not become extinguished. Tenant shall be entitled to take a credit against rent for the portion of Landlord's taxes which it was not Tenant's obligation to pay, as such amount shall reasonably be substantiated.

14. Repairs. Tenant shall be responsible for all repairs of the Improvements, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises.

15. Mutual Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Tenant, or in any way resulting from Tenant's presence upon Landlord's lands. Landlord shall indemnify and hold Tenant harmless from and against any loss, damage, or injury caused by, or on behalf of, or through the fault of the Landlord. Nothing in this Article shall require a party to indemnify the other party against such other party's own willful or negligent misconduct.

16. Insurance. Tenant shall continuously maintain in full force and effect a policy of commercial general liability insurance with limits of One Million Dollars covering Tenant's work and operations upon Landlord's lands.

17. Monetary Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure.

18. Opportunity to Cure Non-Monetary Defaults. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease which the other party claims to be a default hereof, the party making such claim shall serve written notice of such default upon the defaulting party, whereupon a grace period of 30 days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of the default. Such grace period shall automatically be extended for an additional 30 days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

19. Assignment of Lease by Tenant. This Lease and the Premises hereunder shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Premises, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.

20. Subleasing. Tenant may sublet tower, building, and ground space upon the Premises subject to the consent of and approval by the Landlord.

21. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant other instruments respecting the Premises, as Tenant or Tenant's lender may reasonably request from time to time, provided that any such instruments are in furtherance of, and do not substantially expand, Tenant's rights and privileges herein established. Such instruments may include a memorandum of lease which may be recorded in the county land records. Landlord also agrees to reasonably cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises, as long as Landlord is not expected to bear the financial burden of any such efforts.

22. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the real estate. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall, if requested by Landlord and at Tenant's expense, remove any aboveground Improvements from the Premises. If Landlord does not notify Tenant that Tenant must remove such Improvements, then Tenant shall have the option of either removing or abandoning such Improvements, and in any event Tenant shall be entitled to abandon all footings, foundations, and other below-ground Improvements in place.

23. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Lease term as the same may be extended, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.

24. Subordination. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided such mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted

to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in form reasonably satisfactory to Tenant. If requested by Tenant, Landlord agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in the land underlying the Premises a non-disturbance agreement in form reasonably satisfactory to Tenant.

25. Environmental Warranty. Landlord has no knowledge of any prior generation, storage, handling, or disposition of any hazardous waste or hazardous material upon this parcel, location Tax Map 24 Parcel 1003.

26. Attorney's fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover the reasonable costs of its successful case, including reasonable attorney's fees and costs of appeal.

27. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

28. Entire Agreement. This Lease constitutes the entire agreement between the parties and supersedes any prior understandings or oral or written agreements between the parties respecting the within subject matter.

29. Modifications. This Lease may not be modified, except in writing signed by the party against whom such modification is sought to be enforced.

30. Non-binding until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.

Signature Page

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the day and year first above written.

LANDLORD:

RE Bruchey
Mayor, City of Hagerstown

By: _____

Printed: Robert E. Bruchey, II

Title: Mayor

TENANT:

USCOC of Cumberland, Inc.

By: Kevin R. Lowell

Printed: Kevin R. Lowell

Title: Vice President

WITNESSES:

Printed: _____

Printed: _____

WITNESSES:

Erica Mateen

Printed: Erica Mateen

Printed: _____

STATE OF Maryland)
COUNTY OF Washington)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Robert E. Bruchey, II, Mayor, for the City of Hagerstown, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 22nd day of June, 2006

Dana Kay Spicker
Notary Public

My commission expires December 1, 2006

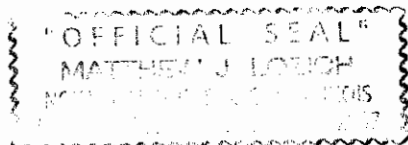
STATE OF Illinois)
COUNTY OF Cook)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that Kevin R. Lowell, for USCOC of Cumberland, Inc., known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant corporation, for the uses and purposes therein stated.

Given under my hand and seal this 11th day of October, 2006

Matthew J. Lough
Notary Public

My commission expires 7/29/07



PROJECT INFORMATION

PROJECT NAME: COMPOUND EXPANSION, NEW 12'x30' EQUIPMENT SHELTER AND
E2 BRIDGE, (11) PANEL ANTENNAS @ ELEV. 160' A.O.L.

SITE ADDRESS: MACK TRUCK RD. HAGERSTOWN, MARYLAND

GPS COORDINATES: LAT: N 39° 41' 03.79"

LONG: W 77° 43' 51.33"

PROPERTY OWNER: CITY OF HAGERSTOWN WATER DEPARTMENT

51 WEST WEDGEMAN BLVD.
HAGERSTOWN, MD.

CONTACT: US CELLULAR

WIRE PACHA

APPLICANT: GPD ASSOCIATES

520 SOUTH MAIN STREET, SUITE 2531

ANNAPOLIS, MD 21403-1010

PHONE: (410) 572-2100 FAX: (410) 572-2101

BUILDING CODE:

2003 IBC

2003 IBC CLASSIFICATION

TOWER ANTENNA - USE GROUP U

PREMISE BUILDING - USE GROUP S2

ADA COMPLIANCE:

TOWER ANTENNA - 23

INDUSTRIALIZED UNIT - 5B

SQUARE FOOTAGE - 240 S.F.

THE ERODIMENT MANAGEMENT PLAN SHOWN HEREON IS APPROVED.

WASHINGTON COUNTY, DIVISION OF PUBLIC WORKS

CHIEF ENGINEER

DATE

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DRAWING INDEX

REV

T1 TITLE SHEET

C1 BOUNDARY & TOPOGRAPHIC SURVEY

C2 PROPERTY SITE PLAN

C3 DETAILED SITE PLAN AND GENERAL NOTES

C4 TOWER ELEVATION, ANTENNA PLAN AND ANTENNA SCHEDULE

E1 SOIL SITE PLAN AND NOTES

E2 FENCE DETAILS AND NOTES

E3 ICE BRIDGE, FOUNDATION DETAILS AND STRUCTURAL NOTES

E4 SINGLE LINE DIAGRAM AND ELECTRICAL NOTES

E5 GROUNDING SITE PLAN AND GROUNDING RISER DIAGRAM

E6 ELECTRICAL DETAILS

E7 STORMWATER POLLUTION PREVENTION PLAN

SW1 SWM3 NOTES AND DETAILS

SW2

SW3

SW4

SW5

SW6

SW7

SW8

SW9

SW10

SW11

SW12

SW13

SW14

SW15

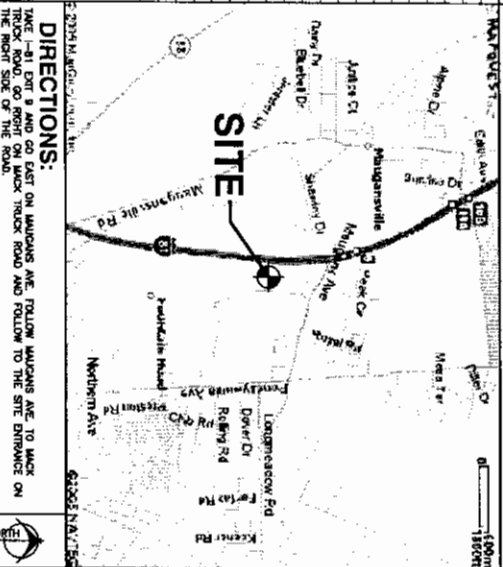
SW16

SW17

SW18

SW19

VICINITY MAP



DIRECTIONS:

FROM HAGERSTOWN, MD. ON ROUTE 15, FOLLOW ROUTE 15 TO THE TRUCK ROAD. GO RIGHT ON TRUCK ROAD AND FOLLOW TO THE SITE ENTRANCE ON THE RIGHT SIDE OF THE ROAD.

HAGERSTOWN NORTH



APPLICABLE BUILDING CODES AND STANDARDS

SUBCONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION (LHA) FOR THE LOCATION, AND SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:

BUILDING CODE: INTERNATIONAL BUILDING CODE (IBC), LATEST EDITION ADOPTED BY STATE OF MARYLAND ALSO BY LOCAL JURISDICTION BUILDING AUTHORITY

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE (NEC), LATEST EDITION AS ADOPTED BY LOCAL BUILDING AUTHORITY AND BY STATE OF MARYLAND

STEEL CONSTRUCTION: AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, ANY EDITION

TELECOMMUNICATIONS: TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA), TIA-222-B, STRUCTURAL STANDARDS FOR STEEL TOWER ANTENNAS

TELECOMMUNICATIONS: TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA), TIA-222-B, STRUCTURAL STANDARDS FOR STEEL TOWER ANTENNAS

TELECOMMUNICATIONS: TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA), TIA-222-B, STRUCTURAL STANDARDS FOR STEEL TOWER ANTENNAS

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TELECOMMUNICATIONS: TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA), TIA-222-B, STRUCTURAL STANDARDS FOR STEEL TOWER ANTENNAS

REV.	DATE	DESCRIPTION

US CELLULAR
HAGERSTOWN NORTH
HAGERSTOWN, MD.

TITLE

200605022

T1

GPD ASSOC

EXHIBIT

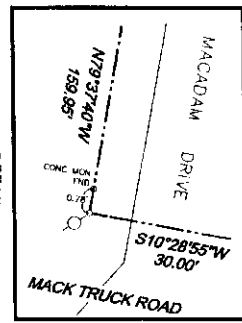
A

ANGSTROHN PRECISION, INC.
610/591

N 735.950
E 1106.350
MCS

ANGSTROHN PRECISION, INC.
610/581

N 735.950
E 1106.750
MCS



Legend

- Guy Wire
- Utility Pole
- Overhead Utility Line
- Fence Line
- Grade Break
- Woods Line
- Deciduous Tree
- Coniferous Tree

SURVEY SERVICES OF MARYLAND, LLC

408 ALLEGHENY AVENUE
TOWSON, MARYLAND 21204
PHONE: 410-321-8692
FAX: 410-321-8693

JOB NUMBER: 2006083

COMP: WWP

DRAWN: WWP

CHECKED: RMW

DATE: 11/00/03

DRAWING NAME:

HAGERSTOWN TOWER LING

OWNER:

CITY OF HAGERSTOWN

CITY HALL

HAGERSTOWN, MD 21740

LIBER 485 FOLIO 282

NOTE:

THIS SURVEY AND PLAT WERE PREPARED
WITHOUT THE BENEFIT OF A TITLE REPORT.



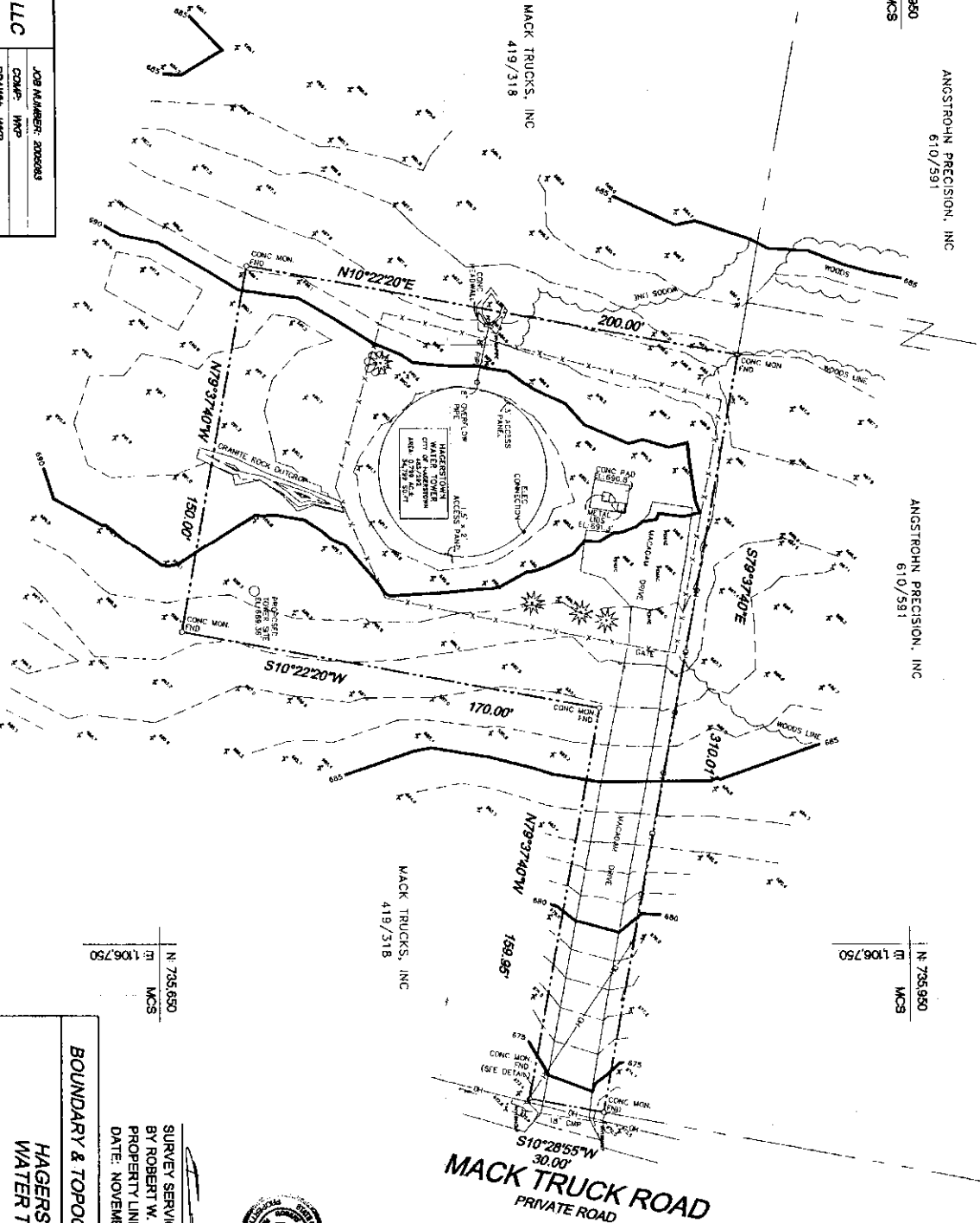
SURVEY SERVICES OF MARYLAND, LLC
BY ROBERT W. NATTS,
PROPERTY LINE SURVEYOR NO. 605
DATE: NOVEMBER 10, 2005

BOUNDARY & TOPOGRAPHIC SURVEY

HAGERSTOWN
WATER TOWER
13500 MACK TRUCK ROAD

27TH ELECTION DISTRICT
WASHINGTON COUNTY, MARYLAND

SCALE: 1" = 20'
DATE: NOVEMBER 10, 2005



DISTING PROPERTY = 34,798 SQUARE FEET / 0.786 ACRES
PROPOSED COMPOUND = 3,430 SQUARE FEET / 0.079 ACRES
PROPOSED ACCESS DRIVE = 1564 SQUARE FEET / 0.036 ACRES



Ref. = MARIESTOWN ROCK OUTCROP COMPLEX.
0 TO 15 PERCENT SLOPES

LANDSCAPE: PAINT LANDSCAPES
NOTE: IN EXPOSED AREAS THE SURFACE TEXTURE IS HEAVIER
THAN DESCRIBED. ACTIVE AND INACTIVE SNOWCICLES HAVE U
5 PERCENT OF SOLE WAP UNITS.

COMPROMISE TO PROTECT UNDERGROUND UTILITIES AND SLOPE: 4 TO 15 PERCENT
TEXTURE OF THE SURFACE UNDER SALT CLAY LOCAL
DEPTH TO A RESTRICTED FEATURE: BEDROCK (U/M/C) AT A
DEPTH OF 60 TO 89 INCHES
DRAINAGE CLASS: WELL DRAINED
PARENTAL MATERIAL: CLAY RESIDUAL DERIVED FROM

Rock Outcrop

ADDITIONAL COMMENTS

HEIN - HOFFSTON TRUSTED-IRRAWADDI
COMPLEX, 0 TO 8 PERCENT SLOPES

MAP UNIT SETTING
LANDSCAPE, RAISED LANDSCAPE
NOTE: IN SOME FLAT AREAS OF THE MAP UNIT, AFTER
STORMS WATER PONDS BECAUSE RUNOFF IS UNCONTROLLABLE

COMPOSIZIONE: 25 %
LAVORATORI: 5000
IN ORE: 1.700.000

TEXTURE OF THE SAMPLE UNDER TEST (UNIFORM) AT A DEPTH OF TO A RESPECTED FURNACE BEDDOCK (UNIFORM) AT A DEPTH OF 60 TO 90 INCHES
DRAINAGE CLASS: WELL DRAINED
PARENTAL MATERIAL: CLAYEY RESIDUAL DERIVED FROM SHALE
LANDSCAPE: UPLAND
FLOODING: NONE
WATER TABLE: 8 FEET OR MORE
APPROXIMATE WIDTH CURRENT: AVERAGE OF 8.0 INCHES

TEXTURE OF THE S

DEPTH OF 30 TO 80 INCHES
DRAINAGE CLASS: WELL DRAINED
PARENT MATERIAL: CLAYEY RESIDUAL DERIVED FROM
LAKSHONE
WITH TABLE 6 FEET OR MORE
AVAILABLE WITHIN 150 CM; AVERAGE OF 8.0 INCHES
URBAN LAND

INUNDATION: NONE
FLOODING: NONE
WATER TMS IN 2 FT

ADDITIONAL COMPONENTS

DESIGN AND SHIELD SOILS

COMPOSITE 5 PERCENT

UNIFORM STAINING AND DISCOLORING

SHIELDING AND SHIELD SOILS

2006050.22

SOIL SITE PLAN AND NOTES

REV.	DATE	DESCRIPTION



CPD

ASSOCIATES



GENERAL FENCING NOTES



US CELLULAR
HAGERSTOWN NORTH
HAGERSTOWN, MARYLAND

CAIT	
Q1	09/07/09
Q2	09/07/09
Q3	09/07/09
Q4	09/07/09

2006050.22

2





REV.	DATE	DESCRIPTION

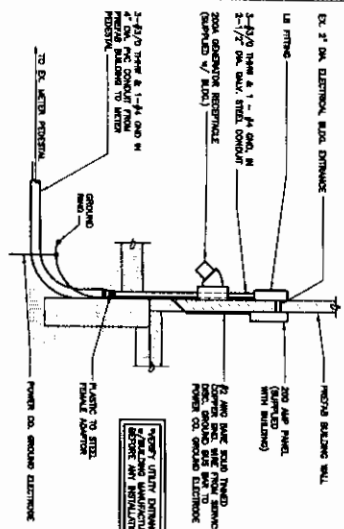
US CELLULAR
HAGERSTOWN NORTH
HAGERSTOWN, MD.

ELECTRICAL DETAILS

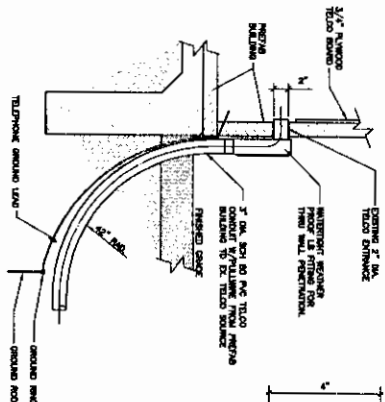
DATE	BY	CHKD

2008030.22

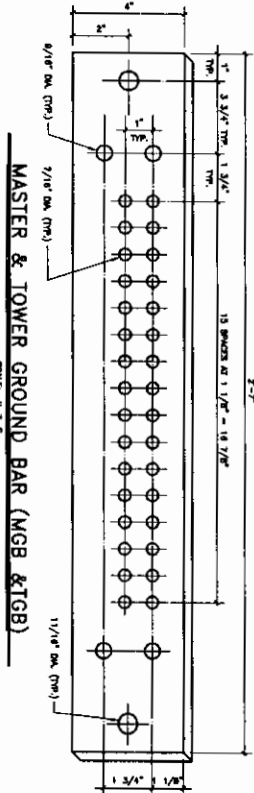
E3



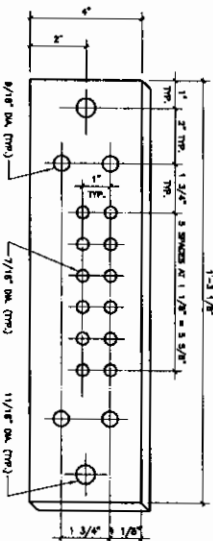
ELECTRIC SERVICE ENTRANCE DETAIL
SCALE: N.E.S.
(SEE SITE PLAN FOR CONDUIT ORIENTATION)



TELCO CONDUIT ENTRANCE DETAIL
SCALE: N.E.S.
(SEE SITE PLAN FOR CONDUIT ORIENTATION)

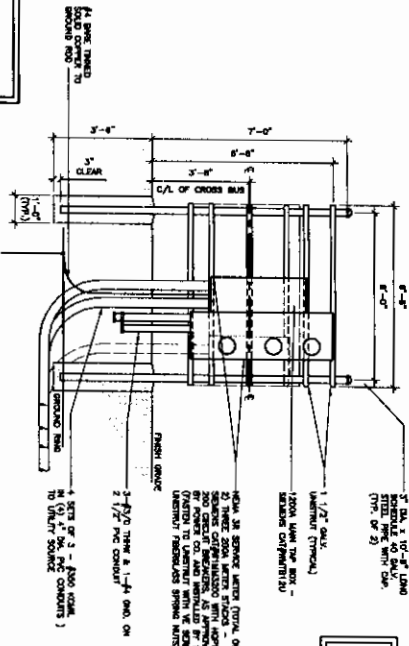


ALL GROUND BARS SHALL BE CONSTRUCTED FROM 1/2\"/>

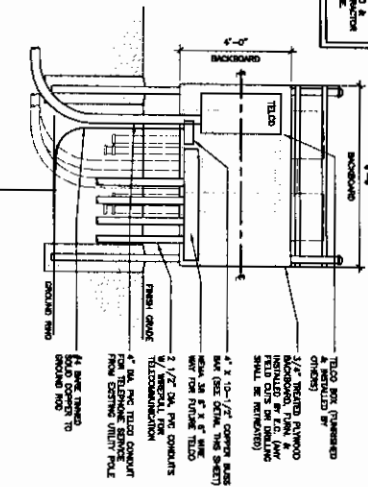


ANTENNA GROUND BAR (AGB)
SCALE: N.E.S.

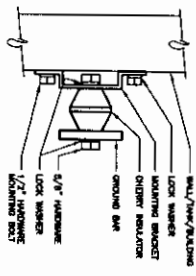
ALL GROUND BARS SHALL BE CONSTRUCTED FROM 1/2\"/>



**METERING PEDestal DETAIL
FRONT VIEW (POWER SERVICE)**
1/2\"/>



**METERING PEDestal DETAIL
REAR VIEW (TELCO SERVICE)**
1/2\"/>



GROUND BAR MOUNTING
SCALE: N.E.S.

INSTALLER SHALL COORDINATE
WITH LOCAL POWER CO. ON ALL
WIRING AND CONDUIT
CONNECTIONS AT POWER CO.

NOTE:
ALL METAL SHALL BE FINISHED &
PAINTED BY ELECTRICAL CONTRACTOR
(SEE NOTES ON SHEET 05)



CPD ASSOCIATES
200 South Main Street, Suite 200
Alhambra, CA 91801
Tel: 626/261-1111
Fax: 626/261-1111

REV.	DATE	DESCRIPTION

US CELLULAR
HAGERSTOWN NORTH
HAGERSTOWN, MD

STORMWATER POLLUTION
PREVENTION PLAN

DATE	9.20.06
TIME	9.20.06
NAME	2006050.22

SV-1

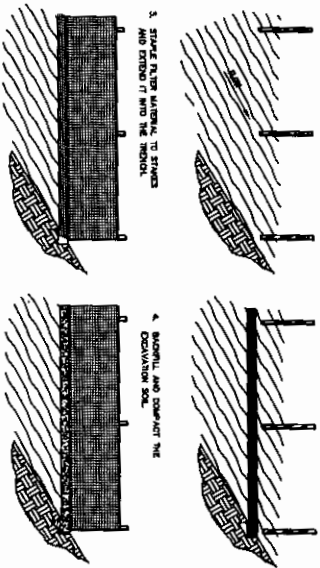
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SEEDING DATE	SEED TYPE	APPLICATION RATE PER LABO LB
MARCH 1 - AUGUST 15	DAISY PERENNIAL MIX GRASS OR TALL FESCUE	3g
AUGUST 16 - NOVEMBER	WHE, BETA, OR CORNELL, OR GRASS TALL FESCUE	3g 1g
AFTER NOVEMBER 1 SEED BED PREPARATION	STRAW OR HAY MULCH LIME 10-20-0 OR 13-12-12 FERTILIZER	2-3 BALS 100g 15-1g

- [illegible]

1. NOTIFY THE APPROPRIATE DEPARTMENT OF THE ENVIRONMENT 5 DAYS PRIOR TO START OF CONSTRUCTION AT 301-485-2800.
2. NOTIFY THE WASHINGTON COUNTY ENGINEERING DEPARTMENT 5 DAYS PRIOR TO THE START OF CONSTRUCTION AT 301-797-6621.
3. STAKE AND/OR FLAG LIMITS OF CLEARING.

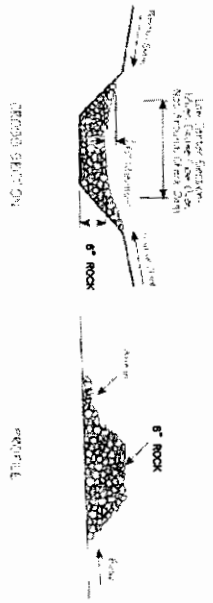
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13

**Specifications
for
Check Dam**

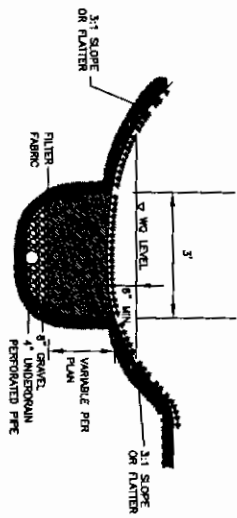


96-075 0002

Appendix

- The check dam still is constructed of 4 ft in diameter stone, placed so that it completely covers it width of the channel.
- The top of the check dam itself is approximately 6 ft lower than the outer mounds so water will flow across the center and not around the ends.
- The maximum height of the check dam at the mouth of the weir shall not exceed 3 ft.
- Spacing between dams shall be as shown in the plans or by the following table:

Check Team Spacing		Chairmen Steps			
Chair Height (ft.)	< 8 ft.	8-10 ft.	10-15 ft.	15-20 ft.	> 20 ft.
1	65 ft.	50 ft.	20 ft.	15 ft.	
2	70 ft.	65 ft.	40 ft.	30 ft.	
3	200 ft.	100 ft.	65 ft.	50 ft.	



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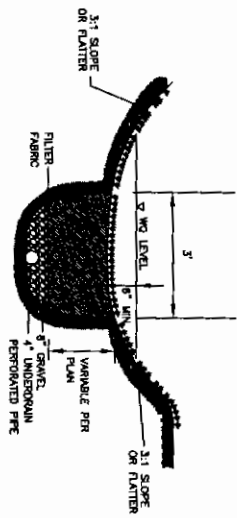
ACCEPTABLE CHOSEN CONTROL MEASURES											
NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS
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SCHEDULE OF MAJOR CONSTRUCTION OPERATIONS 2004 YEAR											
NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS	NO. OF CONTRACTS
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SCHEDULE OF MAJOR CONSTRUCTION OPERATIONS 2004 YEAR											
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SITE INFORMATION SURVEYOR DATE P.L.N. COUNTRY STATE COUNTY LOCALITY COMMENTS: 3 TO 8 POWER LINES	(Scale 1:5000) 1:5000 1:10000 1:25000 1:50000 1:100000 1:250000 1:500000 1:1000000 1:2500000 1:5000000 1:10000000 1:25000000 1:50000000 1:100000000 1:250000000 1:500000000 1:1000000000 1:2500000000 1:5000000000 1:10000000000 1:25000000000 1:50000000000 1:100000000000 1:250000000000 1:500000000000 1:1000000000000 1:2500000000000 1:5000000000000 1:10000000000000 1:25000000000000 1:50000000000000 1:100000000000000 1:250000000000000 1:500000000000000 1:1000000000000000 1:2500000000000000 1:5000000000000000 1:10000000000000000 1:25000000000000000 1:50000000000000000 1:100000000000000000 1:250000000000000000 1:500000000000000000 1:1000000000000000000 1:2500000000000000000 1:5000000000000000000 1:10000000000000000000 1:25000000000000000000 1:50000000000000000000 1:100000000000000000000 1:250000000000000000000 1:500000000000000000000 1:1000000000000000000000 1:2500000000000000000000 1:5000000000000000000000 1:10000000000000000000000 1:25000000000000000000000 1:50000000000000000000000 1:100000000000000000000000 1:250000000000000000000000 1:500000000000000000000000 1:1000000000000000000000000 1:2500000000000000000000000 1:5000000000000000000000000 1:10000000000000000000000000 1:25000000000000000000000000 1:50000000000000000000000000 1:100000000000000000000000000 1:250000000000000000000000000 1:500000000000000000000000000 1:1000000000000000000000000000 1:2500000000000000000000000000 1:5000000000000000000000000000 1:10000000000000000000000000000 1:25000000000000000000000000000 1:50000000000000000000000000000 1:100000000000000000000000000000 1:250000000000000000000000000000 1:500000000000000000000000000000 1:1000000000000000000000000000000 1:2500000000000000000000000000000 1:5000000000000000000000000000000 1:10000000000000000000000000000000 1:25000000000000000000000000000000 1:50000000000000000000000000000000 1:100000000000000000000000000000000 1:250000000000000000000000000000000 1:500000000000000000000000000000000 1:1000000000000000000000000000000000 1:2500000000000000000000000000000000 1:5000000000000000000000000000000000 1:10000000000000000000000000000000000 1:25000000000000000000000000000000000 1:50000000000000000000000000000000000 1:100000000000000000000000000000000000 1:250000000000000000000000000000000000 1:500000000000000000000000000000000000 1:1000000000000000000000000000000000000 1:2500000000000000000000000000000000000 1:5000000000000000000000000000000000000 1:10000000000000000000000000000000000000 1:25000000000000000000000000000000000000 1:50000000000000000000000000000000000000 1:100000000000000000000000000000000000000 1:250000000000000000000000000000000000000 1:500000000000000000000000000000000000000 1:1000000000000000000000000000000000000000 1:2500000000000000000000000000000000000000 1:5000000000000000000000000000000000000000 1:100 1:25000000000000000000000000000000000000000 1:500 1:1000 1:2500 1:5000 1:100 1:25000 1:500 1:1000 1:2500 1:5000 1:100 1:25000 1:500 1:1000
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MTS



JUL 30 2007
mss

July 24, 2007

Brenda Hawbaker
City of Hagerstown
1 E. Franklin Street, Rm 210
Hagerstown, MD 21740

VIA UPS overnight

Re: U.S. Cellular Ground Lease 682349 Hagerstown North dated October 11, 2006:
Notice/consent request

Ms. Hawbaker/to whom it may concern:

Please be advised that under provision 20 of our lease with you, captioned Subleasing, Tenant USCOC of Cumberland, Inc., (U.S. Cellular) is requesting the City of Hagerstown's consent and approval for U.S. Cellular, to sublet the tower and ground space and related easements located at U. S. Cellular's cellular/tower site to Vista PCS, LLC, (principal office: 2100 Electronics Lane, Ft. Myers, FL, 33912).

Please sign this notice where indicated to establish the City's consent/approval to the proposed subletting. Please return the signed notice in the enclosed self-addressed envelope to my attention.

Please contact me at (773) 399-4283 if you have any questions or concerns.

Sincerely,

Gerry O'Brien, Esq.
Real Estate Attorney
US Cellular Corp.
8410 W. Bryn Mawr Av.
Chicago, IL 60631
Ph: 773-399-4283, Fx: 773-399-4206
gerry.o'brien@uscellular.com



Landlord hereby grants to Tenant, and subtenant/licensee Vista PCS, LLC, Landlord's consent and approval for said subletting/licensing. Landlord furthermore represents and warrants, to Tenant, that Landlord does not/shall not seek, any consideration whatsoever from Tenant, its successors and assigns, for Landlord's consent and approval regarding Tenant's subletting and hereby relinquishes any claim for any consideration for granting said subletting/licensing consent/approval.

The person who has executed this Consent Request to Sublease, represents and warrants that he is duly authorized to execute said Consent Request to Sublease in their individual or representative capacity as indicated.

Landlord

City of Hagerstown

By: Bruce Zimmerman

Name: Bruce Zimmerman

Title: City Administrator

Date: August 30, 2007

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

Topic:

Approval of On-Call Plumbing Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_for_FY25_On-Call_Plumbing.pdf

Description

Motion for Plumbing

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of On-Call Plumbing Services Contract: 5/1/25-4/30/26

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	_____ X _____

MOTION:

I hereby move for the Mayor and Council to authorize and approve Fridinger-Ritchie Co, Inc. as the City of Hagerstown's on-call plumbing contractor for various buildings/facilities within the City of Hagerstown on an as-needed basis for projects under \$25,000.00. This contract also includes backflow preventer inspection and testing. The departments that will be utilizing these services are as follows: Parks, Public Works, Utilities (Light, Wastewater and Water), Fire and Police. These services were offered through Bid Proposal in March 2025 – Proposal P1845.25. Fridinger-Ritchie Co, Inc. was awarded the contract. The contract term is from May 1, 2025 through April 30, 2026, with the possibility of up to five (5) additional consecutive one (1) year extensions subject to the mutual consent of the City of Hagerstown and Fridinger-Ritchie Co, Inc. Fridinger-Ritchie Co, Inc's. pricing is as follows:

Plumbing Pricing:

Plumber Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$62.50 Per Hour
Laborer Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$52.50 Per Hour
After Hours Rate (Monday-Friday Evenings & Weekends and Holidays)	\$62.50 Per Hour
Material Mark-Up on Supplies	25%

Backflow Preventer Pricing:

Size: 1/4" thru 1"	\$85.00 Flat Rate
Size: 1-1/4" thru 2"	\$85.00 Flat Rate
Size: 2-1/2" thru 4"	\$85.00 Flat Rate
Size: 6" & 8"	\$85.00 Flat Rate
Size: 10"	\$85.00 Flat Rate

DATE OF PASSAGE: 04/22/25

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

Topic:

Approval of Agreement with Columbia Gas

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Columbia_Gas_Non-Disclosure_Agreement.pdf

Description

Motion: Approval Non-Disclosure Agreement
Columbia Gas

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of a Non-Disclosure Agreement with Columbia Gas

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

MOTION: I hereby move to authorize the execution of a Non-Disclosure Agreement with Columbia Gas of Maryland related to CCTV footage that Columbia Gas will collect as part of their cross-bore investigation program. The City may keep and use this CCTV footage, but may not share it with others without Columbia Gas' consent.

DATE OF INTRODUCTION: 4/22/2025

DATE OF APPROVAL: 4/22/2025

EFFECTIVE DATE: 4/22/2025

LICENSE, RELEASE AND NONDISCLOSURE AGREEMENT

THIS LICENSE, RELEASE and NONDISCLOSURE AGREEMENT (this "Agreement"), is entered into and dated as of _____, 2025 (the "Effective Date"), by and among Columbia Gas of Maryland, Inc. ("Columbia Gas"), the City of Hagerstown and Utility Services Group, Inc. ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, Columbia Gas and Contractor have requested permission from the City of Hagerstown to enter into and upon the City of Hagerstown sewer system for the purpose of televising and videoing the City of Hagerstown sewer system (the "Work"); and

WHEREAS, the City of Hagerstown agrees to grant Columbia Gas and Contractor permission to enter into and upon the City of Hagerstown property and the sewer system for said purpose, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions of this Agreement, the Parties, intending to be legally bound, agree as follows:

1. The City of Hagerstown hereby grants Columbia Gas and Contractor a temporary limited license to enter into and upon the City of Hagerstown property and the sewer system for the purpose of completing the Work. This temporary limited license shall expire upon completion of the Work or one year after the date of this Agreement, whichever is earlier.
2. Columbia Gas agrees to provide the City of Hagerstown with a copy of the product from televising and videoing the sewer lines. Such product includes the resulting video and all of the visual and audio information contained in the video (collectively, the "Video").
3. Columbia Gas and Contractor make no representations or warranties, express or implied, as to the preparation of the Video nor as to its contents. Without limiting the foregoing, Columbia Gas and Contractor make no representations or warranties, express or implied: (a) as to the merchantability of the Video; (b) that the Video is free from defects or that it was prepared in conformance with any particular standards or industry practices; (c) that the Video is supplied in compliance with any applicable federal, state and local law; or (d) that the Video is fit for any particular purpose. Columbia Gas and Contractor make no representations or warranties, express or implied, with respect to the accuracy or completeness of the Video; the Video is provided "As Is". Columbia Gas and Contractor shall have no liability or responsibility to the City of Hagerstown or to any other person or

entity resulting from any use of, or reliance on, the Video. The City of Hagerstown hereby releases and shall defend, indemnify and hold harmless Columbia Gas and Contractor and their affiliates from any claims for loss, damage and liability, for all third party losses and injuries, including death to persons or damage to property, directly or indirectly arising or growing out of the use of the Video by the City of Hagerstown, its representatives or any other person or entity which obtained access to the Video through the City of Hagerstown or its representatives.

4. The City of Hagerstown shall not assign or transfer any rights, claims, interests or obligations arising in or under this Agreement or the Video without the prior written consent of Columbia Gas. Such consent may be withheld at Columbia Gas' sole discretion.

5. By making the Video available to the City of Hagerstown, Columbia Gas is not granting an unlimited license or ownership right to the Video. The Video is and shall remain the sole property of Columbia Gas; provided, however, that the City of Hagerstown shall have a limited license to use the Video for its internal municipal purposes at its own risk in connection with the maintenance and improvement of the City of Hagerstown's sewer lines.

6. As used herein, the term "Confidential Information" means the Video, and all notes, analyses, models or other data prepared by or for the City of Hagerstown which is derived from or contains information provided by Columbia Gas, its Contractor or their representatives to the City of Hagerstown (whether furnished in written, oral, electronic or any other format) (the "Confidential Information"). Subject to any applicable law, regulation, subpoena, order of a court or agency of competent jurisdiction, or discovery request, the City of Hagerstown will keep all Confidential Information strictly confidential and will not, without the prior written consent of Columbia Gas, disclose any Confidential Information in any manner whatsoever, directly or indirectly; provided, however, that the City of Hagerstown may reveal Confidential Information to those of its representatives who have a clear need to know the Confidential Information, including without limitation the City of Hagerstown's engineers, consultants and contractors, and who are informed of the confidential nature of the Confidential Information and agree to maintain the confidentiality of the Confidential Information as required by this Agreement. The City of Hagerstown shall be responsible for any disclosure in violation of this Agreement committed by any of its representatives.

7. In the event that the City of Hagerstown or its representatives are required by applicable law, regulation, subpoena, or an order of a court or agency of competent jurisdiction, or sought by a

discovery request, to disclose or produce any of the Confidential Information, the City of Hagerstown, before disclosing or producing such Confidential Information, shall: (a) promptly notify Columbia Gas of any such request or requirement for disclosure of Confidential Information so that Columbia Gas may consider opposing the disclosure or production, seeking a protective order or other appropriate remedy or, in its sole discretion, waiving compliance with the terms of this Agreement; and (b) mark or designate and seek confidential or proprietary treatment of such information subject to a proprietary agreement or order in such proceeding if the City of Hagerstown is a party to the proceeding in which the request for disclosure arose. The City of Hagerstown, if not a party to the proceeding in which the request for disclosure arose, will cooperate fully with Columbia Gas to obtain such a protective order, at the sole cost and expense of Columbia Gas. In any event, the City of Hagerstown will exercise all reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any Confidential Information that is ultimately required to be disclosed. If the City of Hagerstown is notified of any request for the Confidential Information pursuant to the Maryland Public Information Act, it shall promptly notify Columbia Gas. In response to any such request, the City of Hagerstown and Columbia Gas shall cooperate to limit the disclosure of Confidential Information, as permitted by law.

The City of Hagerstown acknowledges that remedies at law may be inadequate to protect Columbia Gas against any actual or threatened breach of this Agreement by the City of Hagerstown or its representatives and, without limiting any other rights and remedies otherwise available to Columbia Gas, the City of Hagerstown agrees that Columbia Gas is entitled to seek injunctive relief or other appropriate equitable remedy, without posting of bond or proof of actual damages for any actual or threatened breach of this Agreement.

8. Columbia Gas and Contractor shall not be responsible for consequential, incidental, indirect, punitive or special damages arising out of or relating to the Work, Video or this Agreement.

9. If any provision of this Agreement or the application thereof to any Party or circumstances shall be held invalid or unenforceable, the remainder of such provision and its application to Parties or circumstances other than those to which it is held invalid or unenforceable shall remain valid and enforceable to the fullest extent permitted by law. Each Party agrees that no failure or delay by a Party in exercising any right, power or privilege hereunder will operate as a waiver thereof. No waiver shall be effective against any Party unless such waiver is in writing and signed by such Party. This Agreement shall be governed by and construed in accordance with the laws of the State

of Maryland, without regard to the law of conflicts or any choice of law provisions that would direct the application of the laws of another jurisdiction. Any legal action or proceeding with respect to this Agreement or in any way related to this Agreement shall be brought in the state or federal courts sitting in Maryland. This Agreement contains the entire agreement between the Parties concerning the Work and Video, and no modification of this Agreement will be binding unless approved in writing by each Party. Facsimile and pdf signatures to this Agreement shall be legally binding and considered in all manner and respects as original signatures.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the Effective Date.

City of Hagerstown

Columbia Gas of Maryland, Inc.

By: _____

Name:

Title:

By: _____

Name:

Title:

Utility Services Group, Inc.

By: _____

Name:

Title:

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

Topic:

Approval of City Funding Support for the Doleman Black Heritage Museum (DBHM):
Sponsorship for 2025 Juneteenth Event

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Juneteenth_Funding_DBHM.pdf

Description

Motion: Juneteenth Funding

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: April 22, 2025

TOPIC: Approval of City Funding Support for the Doleman Black Heritage Museum (DBHM): Sponsorship for 2025 Juneteenth Event

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

MOTION:

Mayor and Council hereby direct staff to provide \$10,000 in City funding for event sponsorship for the 2025 Juneteenth Celebration. The \$10,000 sponsorship will be provided on a reimbursement basis and following receipt of event application and budget. The funding details are reflected below:

- \$10,000 from overall GF Contingency Operating Budget

DATE OF PASSAGE: 4/22/2025
EFFECTIVE DATE: 4/22/2025

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

Topic:

Approval of Wastewater Deduct Meter: Maryland Cultivation and Processing, LLC at 560 Western Maryland Parkway, Hagerstown

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

MOTION_DISTRICT_CANNIBIS_WASTEWATER_DEDUCT_METER_04222025_(1).pdf	Motion: Approval of WW Deduct Meter 560 WMD Prkwy
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REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of Wastewater Deduct Meter at 560 Western Maryland Parkway

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 Maryland Cultivation and Processing, LLC located at 560 Western Maryland Parkway, Hagerstown, MD for a sewer deduct meter in accordance with City Code § 240.69 Exemption of Service Charge which allows for a sewer deduct meter whenever it is established that the entire amount of water delivered through a meter does not and cannot enter the Hagerstown wastewater collection system but is legally discharged or consumed in such a manner as not to impose on the Hagerstown collection 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 the measurable water consumption which may be undelivered to the WPC system. The wastewater deduct is further described in the attached Staff Memo dated April 9, 2025.

DATE OF INTRODUCTION: 04/22/2025
DATE OF PASSAGE: 04/22/2025
EFFECTIVE DATE: 04/22/2025

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

Topic:

Approval to Increase Pool Management Contract for 2025 Season

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Increase_in_Pool_Management_Costs_Council_Packet.pdf

Description

Increase in Pool
Management Costs



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: April 7, 2025

SUBJECT: Increase in Pool Management Costs

MAYOR AND COUNCIL ACTION REQUESTED

Staff are requesting for Mayor and Council approval to increase the Purchase Order ("PO") to cover pool management fees paid to the YMCA to operate the Potterfield Pool. The total amount requested is One Hundred Eighty Thousand Dollars (\$180,000) plus a contingency of 10% for any unforeseen issues.

DISCUSSION

In 2020, the YMCA was awarded the contract to manage the Potterfield Pool swim operations starting in 2021. The contract was based on an estimate of 5,300 labor hours, supplies of certain pool chemicals and a management fee. Succeeding years allowed for each of these fees to be increased by 2% annually. The total amount of the contract in 2021 was \$99,010. The contract amount for 2025 would be \$107,172 including the 2% annual increases.

While the chemical and management expenses have risen incrementally, the labor costs have risen exponentially as have the number of work hours. Minimum wage at the start of the contract in 2021 was \$11.25 per hour. On January 1, 2024, the minimum wage in Maryland rose to \$15 per hour. Wages for the 2024 pool season ranged from \$15.86 per hour for lifeguards to \$24.56 per hour for a pool manager.

The original proposal included 5,300 labor hours to operate the pool. In 2024, labor hours reached 7,888 labor hours to cover the pool operations far exceeding the original estimated hours needed to manage the pool.

FINANCIAL IMPACT

The contract amount for the 2025 season would be \$107,172 given the 2% annual increases. The request is for \$180,000 or an increase of \$72,828 over the 2025 contract amount. The request is also for a 10% contingency for any unforeseen issues. The pool management expense paid in 2024 was \$182,794.81.

RECOMMENDATION

Staff recommend approval of the increase to cover the projected cost of managing the pool operations for the 2025 season.

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

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: **APPROVAL TO INCREASE THE POOL MANAGEMENT CONTRACT AMOUNT FOR THE 2025 SEASON**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council to approve an increase in the pool management contract amount at Potterfield Pool for the 2025 season. The amount requested is One Hundred Eighty Thousand Dollars (\$180,000) plus a contingency of 10% for unforeseen issues.

DATE OF INTRODUCTION: APRIL 22, 2025

DATE OF PASSAGE: APRIL 22, 2025

EFFECTIVE DATE: APRIL 22, 2025

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

Topic:

Approval of New Position: Water Meter Serviceperson

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MOTION_WATER_METER_SERVICEPERSON_POSITION_04222025_(002).pdf

WATER_METER_SERVICE_TECHNICIAN_-_ADDITIONAL_POSITION_MEMO_03192025.pdf

Description

Motion:
Water Dept
Employee

Memo:
Request
Position
Water Meter
Service
Technician

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of one(1) full-time position in the Water Department

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

MOTION:

I hereby move for Mayor and Council to approve adding one (1) Water Meter Serviceperson position. This position is necessary because of the increased service population and the associated increase in workload. This position will be funded through the Water and Wastewater operating funds.

DATE OF PASSAGE: 04/22/2025
EFFECTIVE DATE: 04/22/2025



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

April 15, 2025

To: Scott Nicewarner, City Administrator

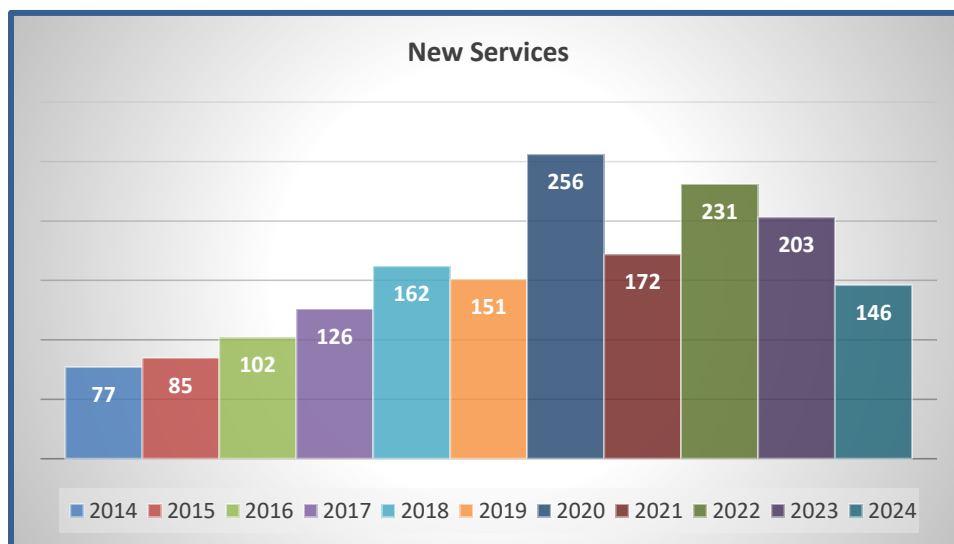
From: Nancy Hausrath, Director of Utilities
Tyler Puffenberger, Deputy Director Water & Wastewater

Subject: Request for New Position
Water Meter Serviceperson

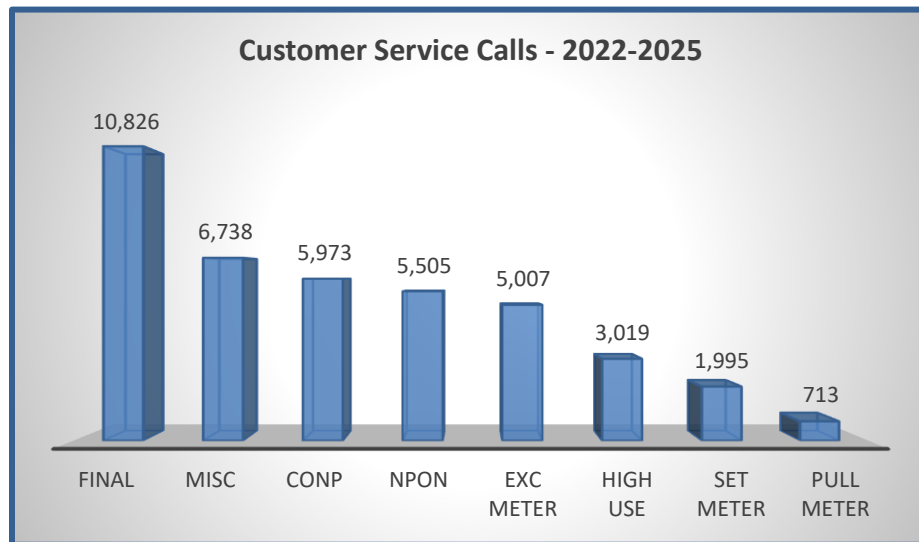
The Utilities Department – Water Distribution Division currently employs 25 full-time employees. Staffing in FY10 included 28 full-time employees. Positions were frozen and eventually eliminated associated with the 2006-2009 economic conditions.

The Water Distribution Division is responsible for the operation and maintenance of the potable water distribution system to include approximately 450 miles of transmission and distribution mains, 2,200-plus hydrants, over 32,000 meters and all appurtenances needed for effective water system operation (valves, blow-offs, etc.). Water Distribution is responsible for reading all water meters, responding to all customer service requests and/or complaints, shutting-off and restoring services for collections, meter exchanges, meter testing, etc.

Between 2014 and 2024, 1,749 new services were installed. The chart below shows the number of services per year – over the most recent 5-years period, 201 new services have been installed each year. In addition to the metered potable water services, 38 additional fireline meters were installed. Of the 1,749 services added, 1,476 are residential; 258 are commercial, industrial or public authority. Residential-multi customers make up the remaining new water services.



Ideally, Water Distribution operations would greatly benefit by restoring staffing to 28 full-time employees. However, staff is only requesting Mayor and City Council approval for one (1) Water Meter Serviceperson. This request is a result of the increase in our service population and the associated increase in requests from customers for service. Between January 1, 2020 and March 15, 2025, Water Distribution field crews completed over 37,900 customer service work orders. The chart below provides a description of the service work as well as the number of service orders completed per category. Please note that the miscellaneous service work includes frozen meters, water quality concerns, turn-off/turn on for customer leaks, etc. This table does not include field investigations that are needed prior to bill generation.



As stated above, the Water Distribution Division, in addition to responding to customer service concerns, is responsible for maintaining water quality throughout the water distribution system through the fire hydrant flushing program, inspecting and maintaining all meter installations for public safety, ensuring all fire hydrants are functioning properly, repairing water main and service line leaks, replacing water mains, repairing and/or replacing valves, etc.

Staff will be available at the April 15, 2025 Mayor and City Council work session to discuss and answer any questions you may have regarding adding one additional Water Meter Serviceperson position resulting from population growth and the associated increase in customer service workload.

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, April 22, 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: