Executive Session and Regular Session (18th Voting Session)
Mayor and City Council
August 26, 2025
Agenda

6:00 PM EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

7:00 PM - August 26, 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, September 2, 2025 - No Meeting Scheduled
2. Tuesday, September 9, 2025 - Work Session at 4:00 p.m.
3. Tuesday, September 16, 2025 – Work Session at 4:00 p.m.
4. Tuesday, September 23, 2025 – Work Session at 4:00 p.m.
5. Tuesday, September 30, 2025 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

A. Hagerstown Housing Authority –
Amanda Gregg, Term to Expire August 30, 2030

B. Hagerstown Loan Review Authority -
Brian Selders, Term to Expire August 1, 2028
Micheal Line, Term to Expire August 1, 2028

C. Hagerstown Youth Council -
Zoë Burnett, Term to Expire August 26, 2026
Dharma Lara, Term to Expire August 26, 2026
Jaeda Devine, Term to Expire August 26, 2026
Zander Hine, Term to Expire August 26, 2026

Bethany Osuji, Term to Expire August 26, 2027
Torin Malott, Term to Expire August 26, 2027
Maura Britton, Term to Expire August 26, 2027
Olivia Yamashita, Term to Expire August 26, 2027
Ruby Zhao, Term to Expire August 26, 2027
Jocelyn Johnson, Term to Expire August 26, 2027
Jessica Ramos, Term to Expire August 26, 2027
Brielle Mireku-Baabu, Term to Expire August 26, 2027

VI. PROCLAMATION

A. Forget Me Not Month -- Disabled American Veterans Chapter 14

B. Washington Goes Purple

C. National Dog Day
Fire Marshal Dale Fishack & Ruby
K9 Officer Joseph Williamson & Bentley
K9 Officer Langley Dean & Basco
K9 Officer Tim Cramer & Belle

VII. AGENDA ITEM CITIZEN COMMENTS

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

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, August 26, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VIII. MINUTES

July 8, 2025, July 15, 2025, and July 22, 2025

IX. CONSENT

A. Finance

1. McQuillin Law Books - Thomas Reuters-West (Carol Stream, IL) $ 12,257.00

B. Fire

1. Technical Rescue Support Truck - 2026 Peterbilt 567 - The Pete Store (Hagerstown, MD) $ 225,409.00
2. Self-Contained Breathing Apparatus Decontamination Machine - Atlantic Emergency Solutions (Chester, VA) $ 32,456.08

C. Technology and Support Services

1. Project Management for Workday Conversion - Intellitime Systems Corporation (Santa Ana, CA) $ 27,675.00

D. Engineering

1. Pavement Markings - Alpha Space Control, LLC (Chambersburg, PA) $ 80,000.00
2. Weller's Alley Decorative Fence - Hanada Contracting (Arnold, MD) $ 100,000.00

E. Police

1. Ballistic Vests - Angel Armor (Fort Collins, CO) $ 13,374.10
2. Speed Camera Charges 2025 -Alumint (#5461) (Lanham, MD) $ 504,000.00
3. Firearms and Holsters - Atlantic Tactical (New Cumberland, PA) $ 33,096.25
4. Annual Software Maintenance Agreement for the HPD Police Mobile - Keystone Public Safety, Inc. (Palm Beach Gardens, FL) $ 129,633.00

5. Ammunition - The Gun Shop (#11537) (Vincentown, NJ) $ 21,252.20
6. One 2025 Ford Interceptor AWD ($ 45,800.00), One 2025 Ford Interceptor AWD ($ 48,800.00), and One Ford Expedition ($ 63,700.00) - Keystone Ford (Chambersburg, PA) Total - $ 158,300.00
7. One 2026 Chevrolet Suburban ($ 62,994.00) and Two 2026 Chevrolet Tahoes ($ 109,874.00) - Hertrich Fleet Services (Milford, DE) Total - $ 172,868.00
8. Recruiting Initiatives - Safeguard Recruiting LLC (Salt Lake City, UT) $ 25,000.00

F. Public Works

1. Landscape/Grounds Maintenance - Custom Landscape Management, Inc. (Boonsboro, MD) $ 92,055.55
2. 2026 Transit - 350 Cargo RWD Low Roof Van (Cargo) - Keystone Ford (Chambersburg, PA) $ 52,239.00
3. John Deere 320 P-Tier Backhoe - James River Equipment (Baltimore, MD) $ 159,090.00
4. John Deere 2653B Precision Cut Trim and Surrounds Mower - Deere & Company (Cary, NC) $ 46,108.50
5. Two Trucks for Parks - 307 and 312 - Hertrich Fleet Services, Inc. (Milford, DE) $ 93,958.00

G. Utilities

1. Water: Three Year SCADA Maintenance Contract - ABB, Inc. (Warminister, PA) - $ 285,950.00
2. Water: Hydrant Repair Parts, Core & Main (Martinsburg, WV) - $ 11,004.00
3. Wastewater: Change Order #1 Engineering Services for the WWTP Improvement Project - Black & Veatch (Gaithersburg, MD) - $ 240,000.00
4. Wastewater: Preventive Maintenance Contract for Cummings ENR Generator, Cummins (Westminster, MD) - $ 13,006.22
5. Wastewater: Pressure Regulating Valve for DAFT - Heyward Incorporated of Virginia (Glen Allen, VA) - $ 11,864.29
6. Wastewater: Biological Nutrient Removal (BNR) Mixers, Hills Industrial (Linkwood, MD) - $ 29,587.06

X. UNFINISHED BUSINESS

XI. NEW BUSINESS

A. Approval of a Resolution: To Approve the Donation of Steam Locomotive 202 to Western Maryland Scenic Railroad (WMSR)

B. Approval of a Resolution: Approval of a Parking Agreement with the Maryland State Department of Assessments and Taxation

C. Approval of a Resolution: Approval to Enter Into a User Agreement with the Hagerstown Fairgrounds Softball Association, Inc.

D. Approval of a Resolution: Approval of a One Call Service Center Agreement with One Call Concepts, Inc.

E. Approval of a Resolution: National Settlement Agreement with Purdue/Sackler to Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis

F. Approval of a Resolution: National Settlement Agreement with Eight (8) Defendants to

Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis

G. Approval of a Resolution: Access Easement to Columbia Gas - 441 S. Potomac Street and Alley #2-106

H. Approval of Two (2) Irrigation Meters for South Hagerstown High School Athletic Fields

I. Approval of FY26 Potential Employee Stipends: Transition to Bi-Weekly Pay Cycle

J. Approval of a Government Relations Engagement Agreement with Compass GR Partners

K. Acceptance of Grant: Chesapeake Bay Trust for Tree Planting

L. Approval to Accept the Entertainment District Security Grant

XII. GENERAL CITIZEN COMMENTS

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

B. Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, August 26, 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.

XIII. CITY ADMINISTRATOR'S COMMENTS

XIV. MAYOR AND COUNCIL COMMENTS

XV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
August_26__2025_Executive_Session.pdf	Executive Session Agenda

MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
AUGUST 26, 2025
AGENDA

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods."

Mission Statement:

"We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation."

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

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6:00 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)

   * *Pending Litigation*

2. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)

   * *Acquisition of Property*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: ***Mayor & City Council*** **DATE:** ***August 26, 2025***

PLACE: ***Council Chamber, 2nd floor, City Hall*** **TIME:** ***6:00 p.m.***

AUTHORITY: ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE: Section 3-305(b):

1. To discuss:

[ ] (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or

[ ] (ii) any other personnel matter that affects one or more specific individuals;

[ ] 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;

[X] 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;

[ ] 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;

[ ] 5. To consider the investment of public funds;

[ ] 6. To consider the marketing of public securities;

[X] 7. To consult with counsel to obtain legal advice;

[ ] 8. To consult with staff, consultants, or other individuals about pending or potential litigation;

[ ] 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

[ ] 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:

(i) the deployment of fire and police services and staff; and

(ii) the development and implementation of emergency plans;

[ ] 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;

[ ] 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or

[ ] 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or

[ ] 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

[ ] 15. Administrative Function

EXECUTIVE SESSION AGENDA

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

Topic:

A. Rules of Procedure – Effective December 17, 2024
B. Use of cell phones during meetings is restricted.
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Housing Authority –
Amanda Gregg, Term to Expire August 30, 2030

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_HHA_August_2025.pdf	Motion: HHA

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Appointment to the Hagerstown Housing Authority**

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

MOTION:

I hereby move to appoint Amanda Gregg to the Hagerstown Housing Authority with a term to expire on August 30, 2030.

DATE OF PASSAGE: 08/26/2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Loan Review Authority -
Brian Selders, Term to Expire August 1, 2028
Micheal Line, Term to Expire August 1, 2028

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_HLRA_August_2025.pdf	Motion: HLRA

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Appointments to the Hagerstown Loan Review Authority**

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

MOTION:

I hereby move to appoint Brian Selders and Micheal Line to the Hagerstown Loan Review Authority with terms to expire on August 1, 2028.

DATE OF PASSAGE: 08/26/2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Hagerstown Youth Council -
Zoë Burnett, Term to Expire August 26, 2026
Dharma Lara, Term to Expire August 26, 2026
Jaeda Devine, Term to Expire August 26, 2026
Zander Hine, Term to Expire August 26, 2026

Bethany Osuji, Term to Expire August 26, 2027
Torin Malott, Term to Expire August 26, 2027
Maura Britton, Term to Expire August 26, 2027
Olivia Yamashita, Term to Expire August 26, 2027
Ruby Zhao, Term to Expire August 26, 2027
Jocelyn Johnson, Term to Expire August 26, 2027
Jessica Ramos, Term to Expire August 26, 2027
Brielle Mireku-Baabu, Term to Expire August 26, 2027

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_HYC_Appointments_August_2025.pdf	Motion: HYC 2025

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Appointment of Hagerstown Youth Council Members**

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

MOTION:

I hereby move to make the following appointments to the Hagerstown Youth Council:

Terms Expire August 26, 2026:
- Zoe Burnett
- Dharma Lara
- Jaeda Devine
- Zander Hine

Terms to Expire August 26, 2027:
- Bethany Osuji
- Torin Malott
- Maura Britton
- Olivia Yamashita
- Ruby Zhao
- Jocelyn Johnson
- Jessica Ramos
- Brielle Mireku-Baabu

DATE OF PASSAGE: 08/26/2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Forget Me Not Month -- Disabled American Veterans Chapter 14

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Washington Goes Purple

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
National Dog Day
Fire Marshal Dale Fishack & Ruby
K9 Officer Joseph Williamson & Bentley
K9 Officer Langley Dean & Basco
K9 Officer Tim Cramer & Belle

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and 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:
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
July 8, 2025, July 15, 2025, and July 22, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Minutes.pdf	Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on July 8, 2025, July 15, 2025, and July 22, 2025.

DATE OF PASSAGE: August 26, 2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
McQuillin Law Books - Thomas Reuters-West (Carol Stream, IL) $ 12,257.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Finance_-_McQuillin_Law_Book.pdf	Signed Consent Form
Finance_consent.pdf	McQuillin Law Books

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Finance Division (if applicable): _____

Department Director or Manager: Michelle Hepburn

Account/Project Name: McQuillin Law of Municipal Corporations 3D 2025 PP & Index

Account No: 0103004-5513 CIP Control No. _____

Budget Amount: $ 12,000 Account Balance: $ 12000 Unbudgeted Amount: $ (257) *

Fiscal Year: 26 Source of Funds: Operating Budget

Quantity	Description	Value
1	McQuillin Law of Municipal Corporations 3D 2025 PP & Index	$ 12,257.00
	TOTAL VALUE OF PROJECT $	$ 12,257.00

* Will transfer #257 from Legal Fees #5301 to cover this purchase.

ABOVE TO BE USED FOR: This publication provides expert coverage of all aspects of municipal law to e used by the City's attorneys.

RECOMMENDED VENDOR:

Business Name: Thomas Reuters-West

Business Address: PO Box 6292

City/State/Zip: Carol Stream, IL 60197-6292

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
X	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	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

Approve

Signature / Date

Michelle Hepburn 8/11/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Face 8/11/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 8/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Finance Division (if applicable): _____

Department Director or Manager: Michelle Hepburn

Account/Project Name: McQuillin Law of Municipal Corporations 3D 2025 PP & Index

Account No: 0103004-5513 CIP Control No. _____

Budget Amount: $ 12,000 Account Balance: $ 12,000 Unbudgeted Amount: $ (257) *

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ABOVE TO BE USED FOR: This publication provides expert coverage of all aspects of municipal law to e used by the City's attorneys.

RECOMMENDED VENDOR:

Business Name: Thomas Reuters-West

Business Address: PO Box 6292

City/State/Zip: Carol Stream, IL 60197-6292

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

(1) Department Director and Division Manager

COMMENTS

Approve

Signature / Date

Michelle Hepburn 8/11/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 8/11/25

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Subscription Invoice

Thomson Reuters™

Thomson Reuters
West Publishing Corporation
2900 Ames Crossing Rd
Eagan, MN 55121

HAGERSTOWN FINANCE DIRECTOR

Invoice #: 852276191
Account #: 1000398707
Invoice date: July 22, 2025

122 1 SP 0.740 E0122X I0152 D14492975606 S2 P10862051 0001:0002

HAGERSTOWN ACCOUNTING DEPT
1 E FRANKLIN ST
HAGERSTOWN MD 21740-4859

Total Due in USD
12,257.00

Payment due by
August 21, 2025

Summary	Charge USD	Tax total USD	Total USD
SUBSCRIPTION PRODUCT CHARGES	12,257.00	0.00	12,257.00
TOTAL INVOICE AMOUNT	**12,257.00**	**0.00**	**12,257.00**

Billing note:
NEW RESOURCE AVAILABLE: Find information on how to read your invoice and other commonly asked billing questions under the Billing,`payment, returns & refunds section online at legal.thomsonreuters.com/en/support.

If you receive multiple shipments per month, you will now receive an invoice each time a product ships instead of once per month. Note: you may receive the invoice prior to receiving the product shipment. Charges for multiple shipments on the same date will appear together on a single invoice.

We reserve the right to charge a late fee for each invoice not paid by the due date. Avoid potential late fees by enrolling in Autopay at: www.tr.com/guestpay-autopay.

A SF

Include this portion with your payment-Folding and stapling may delay your payment

HAGERSTOWN FINANCE DIRECTOR
Invoice #: 852276191
Invoice date: July 22, 2025
Account #: 1000398707

Pay online:

To make a payment electronically log on to
https:/www.tr.com/guestpay-autopay
Set up your payment to be withdrawn electronically using direct debit or credit card.

Invoice due date: August 21, 2025
Amount due in USD: 12,257.00

Amount enclosed _____

0001:0002

Please make checks payable to:

Thomson Reuters - West
Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

0852276191 00000000000000000000 20250722 ZCMI 001225700 0010 1000398707 5

Information and payment details

Thomson Reuters™

Do more with your account online

http://myaccount.tr.com/westlaw

- Manage payments online and review account balances
- Update addresses and review order status
- View and download invoice details
- Manage online users' access
- Manage Autopay

http://www.quickview.com

- Obtain free usage reporting for cost recovery
- Obtain eDiscovery matter details

http://ebilling.thomsonreuters.com

- Go Green with eInvoicing for time savings and convenience

https:// www.tr.com/guestpay-autopay

- Easily and quickly enroll in our Autopay program

https://legal.thomsonreuters.com/billing-portal-request

- Sign up to receive your invoice through a billing portal

Contact us online

https://legal.thomsonreuters.com/en/support

- Provides answers to commonly asked questions and web forms for submitting account-related requests

Thomson Reuters tax information

Canadian registration numbers
Canada GST/HST: 13641 8480 RT0001
British Columbia PST: PST-1000-4632
Quebec QST: 1021623993 TQ001
Saskatchewan PST: 1895663

VAT Reg Numbers	Federal Tax ID
EU 372021573	41-1426973
GB 369 490 158	

Return policy

- If you are not completely satisfied with the products you purchase from West (Thomson Reuters), you may return them. In order to receive credit, returns must be received within 45 days of the ship date. If a return is received after 45 days, we regret that we cannot issue a refund or send the merchandise back to you. The ship date can be found online at My Account (http://myaccount.tr.com/westlaw).

- Products included in One-time purchases and Thomson Reuters® Smart Saver - Automatic Print Updates programs can be returned up to 45 days after they're shipped for a full refund. Product returns will not interrupt or cancel current or future Thomson Reuters® Smart Saver - Automatic Print Updates.

- Please note that products included within programs such as, but not limited to, Library Maintenance Agreement/Library Management Arrangement, Library Savings Plan, West Complete, Assured Print Pricing, WestPack, and Special Offer agreements cannot be separately cancelled or returned and are nonrefundable. These programs provide our most favorable terms, and titles within these programs are not eligible for refund.

- To ensure accurate processing, simply return merchandise in its original packaging via a trackable shipping method and insure the merchandise for its value. Always enclose a copy of the original delivery or billing document and include a brief explanation of the reason for the return. All expenses associated with returns are the responsibility of the customer. Customers will forfeit any applicable discounts when returning part of a promotional sale. To verify our receipt of your return and any credit applied, access the Returns History section in My Account (http://myaccount.tr.com/westlaw).

- The return policy does not apply to online, hosted, software, or Thomson Reuters ProView® eBook products. Please refer to your order form.

Payment options and terms

Include your invoice number to assist with applying your payment or email the remittance to west.arpaymentcenter@thomsonreuters.com

Pay online

To make a payment online or sign up for Autopay, please visit https:// www.tr.com/guestpay-autopay

Electronic payments in US currency should be issued to

West Publishing Corporation
BMO Harris Bank N.A.,
320 S. Canal Street Chicago IL 60606
Bank Routing #: 071000288
Bank Account #: 4445615
SWIFT Code: HATRUS44

Electronic payment details for other currencies
http://legal.tr.com/electronic-funds-transfer

Pay via phone

To make a payment via telephone, please call 1-800-328-4880 Say "*Account Services*," then provide account number, say "*make a payment*."

- Terms: Net 30; products are shipped FOB shipping point
- We reserve the right to charge a late fee for each invoice not paid by the due date.
- Please do not enclose cash or additional correspondence
- Payments marked "paid in full," or with any other restrictive language, shall not operate as an accord and satisfaction without the prior written approval of West (Thomson Reuters).

122 1 SP 0.740 E0122X I0152 D14492975606 S2 P10862051 0001:0002

Subscription Invoice

Thomson Reuters™

Thomson Reuters
West Publishing Corporation
2900 Ames Crossing Rd
Eagan, MN 55121

HAGERSTOWN FINANCE DIRECTOR

Invoice #: 852276191
Account #: 1000398707
Invoice date: July 22, 2025

Subscription Product Charges

Product Detail	Reference #	Quantity	Unit Price USD	Charge Price USD	Tax USD	Total USD
1000398707 HAGERSTOWN FINANCE DIRECTOR MICHELLE HEPBURN 1 E FRANKLIN ST HAGERSTOWN MD 21740-4859 Ship/Post date: July 22 Delivery # 0447429264						
MCQUILLIN LAW OF MUNICIPAL CORPORATIONS 3D 2025 PP	6168005931	1	11,472.00	11,472.00	0.00	11,472.00
MCQUILLIN LAW OF MUNICIPAL CORPORATIONS 3D 2025 INDEX		1	785.00	785.00	0.00	785.00
Subtotal				**12,257.00**	**0.00**	**12,257.00**

Subscription Product Charges Total USD
12,257.00

122 1 SP 0.740 E0122X I0153 D14492975606 S2 P10862051 0002:0002

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Technical Rescue Support Truck - 2026 Peterbilt 567 - The Pete Store (Hagerstown, MD) $ 225,409.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Fire_-_Technical_Rescue_Support_Truck.pdf	Signed Consent Form
Memo_Tech_Rescue_Truck.pdf	Technical Rescue Support Truck
Consent_Tech_Rescue_Truck.pdf	Technical Rescue Support Truck consent
Quote_Tech_Rescue_Truck.pdf	Technical Rescue Support Truck Quote

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Technical Rescue Support Truck

Account No: 4512001 CIP Control No. C0010

Budget Amount: $ ~~250,000~~ 1,750,000 Account Balance: $ ~~250,000~~ 1,750,000 Unbudgeted Amount: $ 0

Fiscal Year: 26 Source of Funds: CIP - Transfers from GF for Box Truck

Quantity	Description	Value
1	2026 Peterbilt 567	$ 190,210.00
1	Surcharge (Factory Fees)	$ 2,299.00
1	Discount - Payment of Chassis	-$ 18,000.00
1	28' Box Van	$ 50,900.00
	*Per memo requesting up to max of $250K for incidentals + contingency costs	
	TOTAL VALUE OF PROJECT $	$ 225,409.00

ABOVE TO BE USED FOR: Transporting technical rescue equipment for specialized operations including confined space, rope, trench, structural collapse rescue and hazardous material response.

*Sourcewell Pricing - Contract #032824-PMC

RECOMMENDED VENDOR: Business Name: The Pete Store

Business Address: 12821 Salem Avenue

City/State/Zip: Hagerstown, MD 21740

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
*Sourcewell Pricing -	Contract #032824-PMC	

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The proposed vehicle will provide dedicated transport for the HFD's expanded cache of technical rescue equipment, ensuring rapid, organized deployment and enhancing operational readiness for both city and regional response.

Ada A. Hoyt 8/11/25
Signature / Date

Ada A. Hoyt 8/11/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve. Need updated W9

[signature] 8/18/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle [signature] 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[signature] 8/14/25
Signature / Date

CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

August 26, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

SUBJECT: Technical Rescue Support Truck

Requesting approval to purchase a Technical Rescue Support Truck for deployment and transport of the HFD's technical rescue equipment from The Pete Store under Sourcewell Contract #032824-PMC, and authorize expenditure of up to $250,000 for purchase, upfitting, and incidentals.

Proposed Purchase:

- **Vendor:** The Pete Store, Salem Avenue, Hagerstown, Maryland
- **Contract:** Sourcewell #032824-PMC
- **Model:** 2026 Peterbilt 567 with box body included
- **Base Cost:** $225,409

Funding Request:

HFD requests authorization to spend the full **budgeted amount of $250,000**, which will cover:

- Base vehicle purchase
- Installation of emergency lighting and sirens
- Department graphics and markings
- Mounting of technical rescue equipment
- Any incidental costs necessary for operational readiness

Justification:

HFD's technical rescue program supports specialized operations including confined space, rope, trench, structural collapse rescue, and hazardous materials response. A significant investment has already been made to expand these capabilities, adding new equipment and enhancing our ability to respond to complex incidents. This current and newly acquired equipment requires dedicated transport to ensure rapid and organized deployment. The proposed vehicle is necessary to effectively deploy these assets and will significantly enhance operational readiness and improve efficiency for response needs.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Technical Rescue Support Truck

Account No: 4512001 CIP Control No. C0010

Budget Amount: $250,000. Account Balance: $250,000. Unbudgeted Amount: $0

Fiscal Year: 26 Source of Funds: CIP

Quantity	Description	Value
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1	Surcharge (Factory Fees)	$ 2,299.00
1	Discount - Payment of Chassis	-$ 18,000.00
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	TOTAL VALUE OF PROJECT $	$ 225,409.00

ABOVE TO BE USED FOR: Transporting technical rescue equipment for specialized operations including confined space, rope, trench, structural collapse rescue and hazardous material response.

*Sourcewell Pricing - Contract #032824-PMC

RECOMMENDED VENDOR:

Business Name: The Pete Store

Business Address: 12821 Salem Avenue

City/State/Zip: Hagerstown, MD 21740

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

OTHER VENDORS		
Firm	City/State	Total Amount
*Sourcewell Pricing -	Contract #032824-PMC	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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COMMENTS The proposed vehicle will provide dedicated transport for the HFD's expanded cache of technical rescue equipment, ensuring rapid, organized deployment and enhancing operational readiness for both city and regional response.

Ada A. Hoyt 8/11/25
Signature / Date

Ada A. Hoyt 8/11/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

THE PETE STORE	12821 Salem Ave Hagerstown, MD 21740 Troy Barrett 301.302.5215 tbarrett@thepetestore.com	Sourcewell Pricing Per Peterbilt Motors Company Contract # 032824-PMC
Date: 8/8/2025	PO #	Member # 18203

Customer:	Hagerstown Fire Dept	**End User:**	Hagerstown Fire Dept
Bill To:	City of Hagerstown, MD	**Ship chassis to:**	Pete Store Hagerstown
Address:	Hagerstown Fire Dept	**Address:**	12821 Salem Ave Hagerstown, MD 21740
Phone:		**Phone:**	
Email:		**Email:**	

Item #	Description	Qty	Unit Price	Discount	Price
1	2026 Peterbilt 567 per Quote QUO-1187555-F6M9N8	1	$ 253,613	25.00%	$ 190,210
2	Surcharge Not Subject to Discount Page 18 of Quote	1	$ 2,299		$ 2,299
3	Discount per chassis build in 4th quarter 2025	1	$ (18,000)		$ (18,000)
4	* DISCOUNT BASED PAYMENT OF CHASSIS WHEN CHASSIS ARRIVES AT BODY UPFITTER				$ -
					$ -
					$ -
7					$ -
8	28' Box Van (By others) per quote QUA-06898-X8Y987				$ 50,900
10					$ -
11	Net 30 days payment				$ -
12					$ -

ANY CHANGES TO THE CHASSIS AND/OR THE BODY COMPANY DESTINATION MUST BE MADE 90 DAYS BEFORE THE SCHEDULED BUILD DATE!! ANY CHANGES MADE INSIDE THE 90 DAY PERIOD ARE SUBJECT TO PETERBILT CHANGE ORDER FEES.

	Invoice Subtotal	$ 225,409
	The Pete Store Processing Fees	$ -
	Sub Total	$ 225,409
	Deposit Received	
	TOTAL	$ 225,409

BOTH PAGES OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE. PURCHASER AGREES THAT THIS ORDER INCLUDES ALL OF THE TERMS AND CONDITIONS ON BOTH THE FACE AND REVERSE/SIDE HEREOF THAT THIS ORDER CANCELS AND SUPERSEDES ANY PRIOR AGREEMENT AS OF THIS DATE HERE OF COMPRISES THE COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THE AGREEMENT RELATING TO THE SUBJECT MATTERS COVERED HEREBY AND THAT THE PURCHASER BY HIS EXECUTION OF THIS ORDER ACKNOWLEDGES THAT HE HAS READ ITS TERMS AND CONDITIONS AND AGREES TO THE SAME AND HAS RECEIVED A TRUE COPY OF THIS ORDER.

Estimated delivery for the chassis would be the second half of 2025. Delivery dates may change due to high demand for available units. Pricing is subject to additional surcharges and/or increases from Peterbilt and/or the body upfitter. Unless otherwise stated, the chassis includes 30 days of floorplan with this quote.

ADDITIONAL CONDITIONS OF SALE

It is further understood and agreed that the order on the reverse side hereof is subject to the following terms and conditions:

DISCLAIMER OF CONSEQUENTIAL DAMAGES: In the event of any civil action by Purchaser against Dealer or Manufacturer. Customer shall not be entitled to recover any consequential damages as defined in the Uniform Commercial Code, as enacted in the state where Dealer is located, including but not limited to, loss of profits and down time.

WARNING: Air Leaf/Air Trac with tracking rod suspension, which has a ride height approximately 2.4 inches higher than that of the low air leaf suspension, is generally not suitable for high cube/low frame height applications. Customer should verify its height requirements and specify the low air leaf suspension when a lower frame height is required.

Any warranties on the product(s) sold hereby are those made by manufacturer. Any printed manufacturer's warranty delivered to customer with said product(s) is a contract solely between manufacturer and customer and is not a part of the sale or bargain between customer and dealer. Except for any such warranty made by manufacturer, said product(s) are sold on an 'as is, where basis, in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, each of which are expressly disclaimed.

Placement of any customer's deposit into dealer's account shall not mean that dealer has accepted this order. This order shall not become binding upon dealer, until accepted by dealer's authorized representative. A list of authorized representatives may be obtained, by request sent to the address listed herein.

1. PARTIES TO ORDER; DEFINITIONS. As used in this Order, the terms: (a) "Dealer" shall mean the authorized Dealer to whom this Order is addressed and who shall become a party hereto only by its acceptance hereof; (b) "Customer" shall mean the party executing this Order as such on the face hereof; (c) "Manufacturer" shall mean the Corporation that manufactured the Product, it being understood by Customer and Dealer that Dealer is in no respect the agent of Manufacturer. That Dealer and Customer are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to the Product; (d) "Product" or "Products" shall mean the new and/or used vehicle or vehicles or other products, which are being purchased by Customer, as set forth in this Order.

2. CHANGES BY MANUFACTURER; EFFECT ON ORDER. Manufacturer has reserved the right to change the price to Dealer of new motor vehicles without notice, in the event the price to Dealer of motor vehicles of the series and style ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Customer. Dealer reserves the right to change the cash delivered price of such motor vehicle to Customer accordingly. If such cash delivered price is increased by Dealer, Customer may, if dissatisfied there with, cancel this Order, in which event if a motor vehicle has been traded in as a part of the consideration for such motor vehicle, such used motor vehicle shall be returned to Customer upon payment of a reasonable charge for storage and repairs (if any) or, if such used motor vehicle has been previously sold by Dealer, the amount received therefore, less a selling commission of 15% and any expenses.

3. REAPPRAISAL OF USED MOTOR VEHICLE. If the used motor vehicle which has been traded in as a part of the consideration for the motor vehicle ordered hereunder is not to be delivered to Dealer until delivery to Customer of such motor vehicle, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefore shown on the front of this Order, Customer may, if dissatisfied therewith, cancel this Order, provided, however, that such right to cancel is exercised prior to the delivery of the motor vehicle ordered hereunder to the Customer and surrender of the used motor vehicle to Dealer.

4. DELIVERY OF USED MOTOR VEHICLE BY CUSTOMER- CUSTOMER WARRANTY OF TITLE. Customer agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as a part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Customer warrants any such used motor vehicle to be his properly and free and clear of all liens and encumbrances except as otherwise noted herein.

5. REFUSAL OF ACCEPTANCE OF MOTOR VEHICLE; RIGHTS OF DEALER. Unless this Order shall have been cancelled by Customer under and in accordance with the provisions of paragraph 2 or 3 above, Dealer shall have the right, upon failure or refusal of Customer to accept delivery of any product ordered hereunder and to comply with the terms of this Order, or upon the existence of circumstances, which provide Dealer with a reasonable basis for believing Customer intends to breach its obligations under this Order; to exercise any and/or all of the following remedies: cancel this Order; retain any cash deposit made by Customer; in the event a used motor vehicle has been traded in as a part of the consideration for the product ordered hereunder, sell such used motor vehicle and reimburse itself out of the proceeds of such sale for the expenses specified in Paragraph 2 above and for such other expenses and losses as Dealer may incur or suffer as a result of order cancellation.

6. DELAY OR FAILURE IN DELIVERY; LIMITATION OF DEALER LIABILITY. Dealer shall not be liable for failure to deliver or delay in delivering any product covered by this Order where such failure or delay is due, in whole or in part, to any cause beyond the reasonable control or is without the gross negligence or intended misconduct of Dealer.

7. LIABILITY FOR TAXES. The price for the product specified on the face of this Order includes reimbursement for Federal Excise taxes, but does not include sales taxes or occupational taxes based on sales volume, (Federal. State or Local) unless expressly so stated. Customer assumes and agrees to pay, unless prohibited by law, any such sales or use of occupational taxes imposed on or applicable to the transaction covered by this Order, regardless of which party may have primary tax liability thereof. Purchaser is responsible for federal excise tax on add-ons purchased after date of truck sale.

8.DEFAULT — NEW & USED VEHICLE - In the event of default, which includes, but is not limited to (1) Purchaser's check is returned without payment; (2) promissory note not timely paid; (3) trade-in vehicle nor delivered to dealer; (4) trade-in title not delivered unencumbered; (5) failure to cooperate and sign documents; and/or (6) failure or refusal of Purchaser to accept delivery of the motor vehicle ordered here-under, Dealer shall be entitled, at its discretion, to the choice of remedies in this Agreement, which may be used separately or together, including (1) cancel purchase order; (2) repossess vehicle without notice; (3) rescind the sales transaction; (4) seek collection the amounts due; and/or (5) retain as liquidated damages any cash payment made by Purchaser, and in the event a used motor vehicle has been traded in as a part of the consideration for the motor vehicle .ordered hereunder, to sell such used motor vehicle and reimburse himself out of the proceeds of such sale for any actual damages suffered by Dealer as a result of such default. Dealer shall be entitled to recover from Purchaser for an event of default costs for repossession/collection, reasonable interest plus reasonable attorney's fees. Any waiver of all or part of a remedy is not a continuing waiver.

9. DOCUMENTS - Purchaser agrees to cooperate and execute all documents required by Dealer to complete the sale/lease of a vehicle. Default provisions of paragraph 8 apply for failure. In the event the Buyer's Order must be retyped or changed, purchaser agrees to execute a new Buyer's Order so long as there is not a material change in the terms agreed upon.

10. CASH TRANSACTION – In the case of a cash transaction, title to the ordered vehicle shall not pass to the Purchaser until the Dealer shall have received, in cash, the full amount of the unpaid balance. However, the Dealer may, at its discretion, pass title to the ordered vehicle prior to receipt of the full amount of the Unpaid Balance. The passing of title prior to receipt of the full cash amount of unpaid balance shall not relieve purchaser's obligation to pay, in full, the Unpaid Balance as shown on the reverse side hereof, in the event that the transaction covered the order is not a cash transaction, Purchaser agrees to execute before or at the time of delivery of the ordered vehicle, such conditional sales contracts and other instruments be required by Dealer.

11. SECURITY AGREEMENT -- Purchaser hereby grants Dealer, its successors and assigns, a security interest in the motor vehicle, equipment and accessories to be purchased pursuant to this agreement and such security interest shall remain in effect until all sums due hereunder have been paid in full.

12. ESTIMATES – Any amount marked as an "estimate" on this agreement is based on the best information available to the Dealer and is subject to change when the true amount is determined.

13. USED VEHICLE DISCLOSURE -- The information you see on the window form for this vehicle is part of this contract/order. Information on the window form overrides any contrary provisions in the contract/order of sale. Under Virginia law, the failure to provide the Buyer's Guide required by Federal Law or an "As Is" Sale Disclosure may subject the dealer to a civil penalty of no more than $1,000 and may allow buyer to cancel the sale within 30 days.

14. Any holder of this consumer credit contract is subject to all claims and defenses which the debtor could assert against the seller of goods or services obtained pursuant hereto or with the proceeds hereof. Recovery hereunder by the debtor shall not exceed amounts paid by the debtor hereunder.

15. If you are financing this vehicle, please read this notice: you are proposing to enter into a retail installment sales contract with the dealer. Part of your contract involves financing the purchase of your vehicle. If you are financing this vehicle and the dealer intends to transfer your financing to a finance provider such as a bank, Credit union or other lender, your vehicle purchase depends on the finance provider's approval of your proposed retail installment sales contract. If your retail installment sales contract is approved without a change that increases the cost or risk to you or the dealer, your purchase cannot be cancelled, if your retail installment sales contract is not approved, the dealer will notify you verbally or in writing. You can then decide to pay for the vehicle in some other way or you or the dealer can cancel your purchase. If the sale is cancelled, you need to return the vehicle to the dealer within 24 hours of verbal or written notice in the same condition it was given to you, except for normal wear and tear. Any down payment or trade-in you gave the dealer will be returned to you. If you do not return the vehicle within 24 hours of verbal or written notice of cancellation, the dealer may locate the vehicle and take it back without further notice to you as long as the dealer follows the law and does not cause a breach of the peace when taking the vehicle back. If the dealer does not return your down payment and any trade-in when the dealer gets the vehicle back in the same condition it was given to you, except for normal wear and tear, the dealer may be liable to you under the Virginia consumer protection act."

Signed By: _____ **Date:** _____	**Signature**_____ **Date** _____
Printed Name: _____ **Title:** _____	**AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP**

THIS ORDER IS NOT VALID UNLESS SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE DEALERSHIP.

The Pete Store-Hagertown (H837)
12821 Salem Avenue
Hagerstown, Maryland 21740

Stock

Troy Barrett
Cell Phone:
Office Phone: (301) 393-1300
Email: tbarrett@thepetestore.com

Stock Order

Vehicle Summary

Unit	
Model:	Model 567
Type:	Full Truck
Description 1:	City of Hagerstown
Description 2:	Fire Department
Application	
Intended Serv.:	General Freight
Commodity:	Construction Materials
Body	
Type:	Van
Length (ft):	17
Height (ft):	13
Max Laden Weight (lbs):	12000
Trailer	
No. of Trailer Axles:	0
Type:	
Length (ft):	0
Height (ft):	0
Kingpin Inset (in):	0
Corner Radius (in):	0
Restrictions	
Length (ft):	40
Width (in):	102
Height (ft):	13.5

Chassis	
Fr Axle Load (lbs):	20000
Rr Axle Load (lbs):	40000
G.C.W. (lbs):	60000
Road Conditions:	
Class A (Highway)	100
Class B (Hwy/Mtn)	0
Class C (Off-Hwy)	0
Class D (Off-Road)	0
Maximum Grade:	6
Wheelbase (in):	293
Overhang (in):	60
Fr Axle to BOC (in):	86.2
Cab to Axle (in):	206.8
Cab to EOF (in):	266.8
Overall Comb. Length (in):	382

Special Req.

Approved by: _____ **Date:** _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Base Model			
0005671	S	**Model 567** The Model 567 is available in both a set-forward and set-back front axle configuration to provide customers with maximum versatility for their application requirements. For weight-sensitive applications, the set-forward front axle provides optimized weight distribution and compliance with bridge laws. The Model 567 has steer axle ratings up to 22,000 lbs. The 567 also offers single, tandem or tridem drive axles and a variety of lift axles for added versatility. Available with a 115" or 121" BBC and as a day cab or with a selection of detachable sleeper configurations, the 567 is as versatile as it is reliable.	14,800
0091070	O	**Construction Materials**	0
0093170	S	**General Freight** Truck or tractor used in over-the-road hauling of general freight. Pickup to delivery distance is typically over 100 miles and annual mileage is typically over 60,000 miles per year. Operation is typically on-highway.	0
0095040	O	**Van**	0
0098170	S	**United States Registry** Canadian Registry PackageRequires Air Conditioning Excise Tax Canada, Speedometer to be KPH ipo MPH, Daytime Running Lights and Rubber Battery Pad in Bottom of Battery Box.	0
Configuration			
0200700	S	**Not Applicable** Secondary Manufacturer	0
Frame & Equipment			
0514020	O	**10-3/4" Steel Rails 355-384"** 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000 psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair	525
0611250	O	**Heavy-Duty Iron Front Spring Brackets** With Front Air Leaf the front spring bracket is iron but not the shackle bracket	35
0611330	O	**Zinc Coated Anti Corrosion Treated Frame Rails** Requires Frame Rail Code. Zinc Phosphate coating will replace the standard frame rail primer and provide added corrosion prevention for your customer's operating in severe conditions or in climates where vehicle rust is common.	4
0611790	S	**Aluminum Frame Rail Crossmembers** Excludes suspension	0
0644020	O	**EOF Square with Steel Crossmember**	43
0651090	O	**Omit Rear Mudflaps and Hangers**	-25
0721110	O	**Standard A-Brace for Square EOF with Steel Xmbr**	49

Sales Code	Std/ Opt	Description	Weight
Front Axle & Equipment			
1011890	O	**PACCAR FX-20 Steer Axle 20,000 lbs. 4" Drop** Axle is designed for applications with a gross axle weight rating (GAWR) of 20,000 pounds. Front axle is designed for demanding applications such as construction, heavy haul, refuse, and other vocational uses. Robust forged steel beam construction for long-lasting performance. It utilizes innovative tapered kingpin roller bearings for more efficient operation and improved steering efficiency. The PACCAR Steer Axle comes standard with the PACCAR warranty of 5 years, 750,000 miles.	137
1114030	O	**Taper Leaf Springs, Shocks 20,000 lb** Standard with Heavy Resistance Shocks.	119
1233110	O	**Power Steering TRW THP60 Dual Gear** For use with 16,000 to 20,000 lb. axle ratings. Glidekote splines on steering shaft extend service life of components.	74
1250250	O	**Power Steering Reservoir Frame Mounted w/Cooler** A power steering cooler helps reduce the heat of the power steering fluid. This is commonly used with systems that may experience more stress from towing or off-road driving.	2
1354850	O	**PHP10 Iron PreSet PLUS Hubs - Air Disc** Preset iron hub assemblies are designed for demanding conditions and require less maintenance while stilll overing dependability and superior performance. Precisely engineered to minimize roller stress under heavy loads and increase bearing life when used in demanding conditions such as wide-based single wheels and misalignment due to spindle wear.	42
1354870	O	**Severe Service Disc Brake Rotor** For refuse applications, providing the braking torque necessary to slow or stop the vehicle.	97
1380070	O	**Greasable Front Spring Pins**	0
1380290	O	**Bendix Air Disc Front Brakes** Bendix air disc front brakes use a floating caliper design to provide foundation braking on all axles and complies with reduced stopping distance regulations.	0
1380380	S	**Tenneco Shocks For Steer Axle** Integrated front suspension to suit heavy duty truck market, combining the air spring and the damper into one module.	0
1380490	O	**PACCAR FX Wide Track IPO Standard** 71in KPI IPO 69in front axle for improved turning radius.	15
1391480	O	**Pad Dust Shields for Air Disc Brakes; Front Axle** Pad dust shields for air disc brakes can increase brake life. Brake dust shields reduce the buildup of road grime, extend brake system life and prevent premature failure.	2
Rear Axle & Equipment			
1521630	O	**Meritor RT40-160 40,000 lb**	578

Sales Code	Std/ Opt	Description	Weight
1616295	O	**PHP10 Aluminum Preset PLUS Hubs - Air Disc**	0
1660040	O	**Pad Dust Shields for Air Disc Brakes,** Drive Axle(s)	0
1673090	O	**Separate Dash Controls, Cont Trac Full Lock** Dana Spicer or Meritor - Tandem or Tri-Drive Axles	2
1680030	O	**Veeder Root Hubodometer, Miles**	0
1680280	O	**Bendix Smart ATC Traction Control**	2
1680500	O	**SBM Valve** Full trucks require a spring brake modulation (SBM) system for emergency braking application. This system requires an SBM valve and a relay valve with spring brakes on the rear axles. The SBM valve allows the foot valve to operate the rear axle spring brakes if a failure exists in the rear air system.	0
1680950	O	**Stability System Not Selected Or Not Available**	0
1682420	O	**ISO 3731 Connector with Trailer ABS Power on Pin7** Mounted adjacent to J560 Trailer Connector. This option is required, and only available, with any option related to J560 7th wire functionality.	9
1682710	S	**Anti-Lock Braking System (ABS) 6S6M** ABS-6. Includes air braking system.	0
1682870	O	**12' Coiled ISO Cable** 7-Way plug on each end. Requires 1682420 ISO connector and coiled A&E lines.	13
1683245	S	**Tire Pressure Monitoring System**	0
1684200	S	**Synthetic Axle Lubricant All Axles** Peterbilt heavy duty models include Fuel Efficient Cognis EMGARD FE75W-90 which provides customers performance advantages over current synthetic lubricants with reduced gear wear and extended maintenance intervals, resulting in increased uptime. In addition, the lubricant provides improved fluid flow to protect gears in extreme cold conditions and withstand the stress from high temperatures, extending component life.	0
1687040	O	**Air Disc Rear Brakes, Tandem Drive Axle** Includes Automatic Slack Adjusters.	0
1687090	O	**Diff Lock Tandem Axles** With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.	60
1703580	O	**Ratio 3.58 Rear Axle**	0
1821860	O	**Peterbilt Air Trac 46,000 lbs, 52in Axle Spacing** Light Weight	291
1911010	O	**Steel Suspension Insert Up To 77" Overhang**	239
Engine & Equipment			
2075830	O	**PACCAR MX-13 510@1600 GV@2200 1850@1000**	0

Sales Code	Std/ Opt	Description	Weight
		Performance (2024 Emissions)	
N20700	AA003	64....CC MAX TARGET SPEED	
N20800	AA004	10....CC MIN ENABLE SPEED	
N22000	AA005	OFF...DYNAMIC CC ENABLE	
N20830	AA006	MT....MULTI TORQUE IN CC	
N21930	AA009	0.....DRIVER REWARD VEH SPD BONUS	
N21940	AA010	-5....DRIVER REWARD VEH SPD PNLTY	
N21920	AA013	BOTH..OFFSET MODE	
N21950	AA015	3.....MIN SPEED FOR DR SHIFT AID	
N21960	AA016	1.....DSA LOWEST ACTV GEAR	
N21970	AA017	6.....DSA HIGHEST ACTV GEAR	
N21640	AA019	YES...EIST PARK BRAKE RESET ENABLE	
N21910	AA022	30....EIST LO CLNT TEMP OVRRDE	
N20870	AA023	80....EIST HI AMBAIR TEMP OVRRDE	
N20860	AA024	39....EIST LO AMBAIR TEMP OVRRDE	
N20900	AA025	5.....EIST PTO MAX IDLE TIME	
N20840	AA026	5.....EIST PARKED MAX IDLE TIME	
N20850	AA027	5.....EIST STANDSTILL IDLE TIME	
N20910	AA029	YES...EIST RESET FROM ENG LOAD	
N21170	AA030	NO....EIST OVERRIDE FROM ENG LOAD	
N21190	AA031	0.....EIST EXPIRATION DISTANCE	
N21230	AA032	YES...EIST ACCEL PEDAL RESET	
N21240	AA033	YES...EIST SERVICE BRK RESET	
N21250	AA034	YES...EIST CLUTCH PEDAL RESET	
N21260	AA035	YES...EIST PTO OVERRIDE	
N20770	AA037	4.....DSL SPD OFFSET	
N20760	AA038	2.....AUTO RTRDR VEH SPD OFFSET	
N20750	AA039	0.1...TIME DELAY FOR RTRDR ACT	
N20940	AA042	1900..FIC MAX ENG SPEED	
N22080	AA043	CNCL..CAB/REM: CUSTOM PRESET 1 FUN	
N22090	AA044	750...CAB/REM: CUSTOM PRESET 1	
N22100	AA045	CNCL..CAB/REM: CUSTOM PRESET 2 FUN	
N22110	AA046	850...CAB/REM: CUSTOM PRESET 2	
N22120	AA047	CNCL..CAB/REM: CUSTOM PRESET 3 FUN	
N22130	AA048	950...CAB/REM: CUSTOM PRESET 3	
N22010	AA049	CNCL..CAB: CUSTOM PRESET 1 FUNC	
N22020	AA050	0.....CAB: CUSTOM PRESET 1	
N22030	AA051	CNCL..CAB: CUSTOM PRESET 2 FUNC	
N22040	AA052	0.....CAB: CUSTOM PRESET 2	
N22050	AA053	CNCL..CAB: CUSTOM PRESET 3 FUNC	
N22060	AA054	0.....CAB: CUSTOM PRESET 3	
N20990	AA055	ON A..CAB: CLUTCH INTLK	
N21010	AA058	ON A..CAB: PARK BRK INTLK	
N21030	AA057	ON A..CAB: NEUTRAL INTLK	
N21150	AA059	ON A..SER BRK INTLK: NO PTO	
N21130	AA060	OFF...CAB: PRESET +/- SWITCH TYPE	
N21180	AA061	2000..CAB: MAX ENG SPD- ACCEL CTRL	
N21120	AA062	2000..CAB: MAX ENG SPD- SW CTRL	
N21020	AA063	6.....CAB:MAX VEH SPEED	
N21200	AA064	650...CAB: MIN ENG SPD	
N21220	AA065	800...CAB: DEDICATED PRESET (-)	

Sales Code	Std/ Opt	Description	Weight
		N21270 AA066 900...CAB: DEDICATED PRESET (+) N21900 AA067 TRQ...CAB: ACCEL PEDAL TYPE IN PTO N21140 AA068 YES...CAB: ACCEL ACTV IN CAB PTO N21990 AA069 YES...PTO REM PEDAL ENABLE N21600 AA070 ON AD.REM: CLUTCH INTLK N22140 AA071 OFF...REM: CUSTOM INTLK N21700 AA072 ON AD.REM: NEUTRAL INTLK N21710 AA073 ON AD.REM: SER BRK INTLK: NO PTO N21980 AA074 2000..REM:MAX ENG SPD-ACCEL CTRL N21110 AA075 2000..REM: MAX ENG SPD-SW/ TSC1 CT N21320 AA076 650...REM: MIN ENG SPD N21290 AA077 800...REM: DEDICATED PRESET (-) N21490 AA078 900...REM: DEDICATED PRESET (+) N21580 AA079 DEDIC.REM: PRESET +/- SWITCH TYPE N20690 AA086 68....MAX ACCEL PEDAL VEH SPD N21300 AA087 0.....VSL EXPIRATION DISTANCE N21310 AA088 100...LRSL SPD LMT N20740 AE001 NO....ENBL MX RETARDER IN NEUTRAL N20710 AE002 650...IDLE TARGET N20930 AE003 ON....FIC ENABLE/DISABLE N22070 AA056 OFF...CAB: CUSTOM INTLK N22170 AQ001 4.....PCC Max Negative Offset (AQ0 N22180 AQ002 4.....PCC Max Positive Offset (AQ0	
2091120	S	**EMUX Electronics Architecture**	0
2091305	S	**Engine Idle Shutdown Timer Enabled**	0
2091315	O	**Enable EIST Ambient Temp Overrule**	0
2091372		**Eff EIST NA Expiration Miles**	0
2091640		**Effective VSL Setting NA**	0
2092013	O	**Typical Operating Speed 60 MPH**	0
2092027	O	**MX Retarder State Cruise Control On** (Manual Mode Engine Parameter)	0
2092033	O	**Powertrain Optimized for Balance** Best analysis for vehicles where service includes frequent start and stop cycles.	0
2092065	O	**PTO Mode Control - CAB Station**	0
2092079	O	**Decline Driver Performance Assistant**	0
2092082	S	**Engine Monitoring Protection - Derate** (PACCAR MX) A warning is provided in the A-Panel display when DPF regeneration is required. Continued operation without regeneration will initiate automate derating of the engine's power and can result in damage to the engine.	0

Sales Code	Std/ Opt	Description	Weight
2140410	S	**Engine Brake Controls Located on RH Column**	0
2140450	O	**Remote PTO/Throttle, 12-Pin** Eng Bay Remote Control Provision	0
2140670	O	**EPA Emission Warranty**	0
2140700	S	**EPA Engine Idling Compliance**	0
2140940	O	**Exterior Notification of Regen Required Includes** Horn and Lights Flashing	0
2513060	S	**PACCAR 160 Amp Alternator, Brushed** PACCAR 160 AMP alternator, brushed producing 160 Amps at road speed and 100 Amps at idle.	0
2521090	S	**Immersion Type Block Heater 110-120V** Standard location is left-hand under cab, Model 520 is in bumper, and for Model 220 it is at the driver step. Plug includes a weather-proof cover that protects the receptacle. This pre-heater keeps the coolant in the engine block from freezing when the engine is not running.	0
2522080	S	**PACCAR Premium Starter - MX Engines Only** PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 36 months / 350,000 mi / 560,000 km.	0
2538100	O	**2 PACCAR AGM 12V Batteries 1850 CCA**	-62
2539480	O	**Batteries In LH BOC Box**	0
2539717	O	**CAB & SLPR POWER DISC SW DUAL TAB TRML** MTD INSIDE BBOX (KISSLING DISC SW 300A)	0
2539720	S	**Low Voltage Disconnect System**	0
2621090	S	**HORTON ON/OFF Fan Clutch**	0
2738410	S	**WABCO 25.9 CFM Air Compressor, MX only** WABCO 25.9 CFM air compressor, MX only, provides greater air output aiding in cleaner operation, higher efficiency, and durability.	0
2811160	S	**Compression Brake, MX** The Mx brake features a Jacobs Brake with an integrated compression-release brake and engine overhead. the specially designed exhaust came lobe provides both exhaust cam motion and deicated Compression release timing. This results in precise timing of the valve opening, unleashing higher retarding performance with minimum loading on the engine.	0
2921180	S	**PACCAR Fuel/Water Separator On Engine** Extended life fuel filter, optimized for MX engines and Includes fuel heat, 12V electric heat and WIF sensor.	0
3114270	S	**High Efficiency Cooling System** Cooling module is a combination of steel and aluminum components, with aluminum connections to maximize performance and cooling capability. Silicone radiator & heater hoses enhance value, durability, & reliability. Constant tension band clamps reduce leaks. Chevron Delo Extended Life Coolant (NOAT) extends maintenance intervals reducing	0

Sales Code	Std/ Opt	Description	Weight
		maintenance costs. Anti-freeze effective to -30 degrees F helps protect the engine. Low coolant level sensor warns of low coolant condition to prevent engine damage. Radiator Size by Model: 520 1202 sq in, 579 1456.9 sq in, 535/536/537/548 949.3 sq in, 537/548 VOC 1000.3 sq in, 567 1379 sq in.	
3281680	O	**Dual Pre-Cleaners, Under Hood Mounted,** Self Cleaning	0
3291680	S	**(1) Air Cleaner Firewall Mounted** Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.	0
3367160	S	**Exhaust Single RH Side of Cab** DPF/SCR RH Under Cab, Single Module	0
3381780	O	**45 Degree Cut Curved Tip Standpipe(s)**	1
3387880	O	**7" Dia Chrome Plated Steel Standpipe(s) IPO 5"**	4
3387890	O	**36" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)**	4

Transmission & Equipment

4030060	O	**PACCAR TX-12 PO-18F112C12 Automated** Linehaul, On Highway Intended Service with 1,850 lbs.-ft. torque. Includes 12-speed Linehaul Overdrive, transmission fluid pressure sensor notifies driver of low oil to prevent low oil failure and is backed by a low oil failure protection. Internal electrical system routing which minimizes exposure and corrosion of wires and connectors, vehicle oil-coalescing air filter to protect transmission from contamination. No oil cooler required. Forward ratios: 1st-14.4, 2nd-11.0, 3rd-8.44, 4th -6.46, 5th-4.95, 6th- 3.79, 7th- 2.91, 8th-2.23, 9th-1.71, 10th-1.30, 11th-1.0, 12th-.766. Reverse ratios: R1-16.92, R2-12.95. PTO capability: 8-bolt bottom mount only. Reference Engineering Data Book for available PTOs.	0
4210870	O	**RPL20 Driveline Interaxle** Requires RPL20 Driveline interaxle (option 4210870) for tandem rear axles. RPL20 series drivelines are built for heavy-duty commericial vehicles and are permanetely lubricated and sealed for life with triple lip seals to protect against contaminants. All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	0
4211360	O	**RPL25 SD Driveline, 1 Midship Bearing** All Meritor drivelines will be primed before painted, improving paint adhesion for longer lasting quality in the field.	120
4233900	O	**(1) Dash Mounted Single Acting EOA PTO Control** Electric-over-air (EOA), spec'ing PTO (power-take-off) control switch does not ensure the PTO will fit.	0
4252610	S	**Column Mounted Shifter RH Side**	0
4253080	O	**Performance Shift Calibration** Endurant / Paccar transmissions only	0
4253210	O	**Dash Switch: Rock Free Mode For**	0

Sales Code	Std/ Opt	Description	Weight
		PCAR TX-18PRO/TX-12PRO/EndurantPRO	
4253220	O	**Enable Second Shift Calibration** Pcar Tx-18 Pro / Endurant XD Pro	0
4257050	S	**Neutral Coast Mode** Automated transmission.	0
Air & Trailer Equipment			
4510210	O	**Bendix AD-HF EP Air Dryer, Heater** Coalescing filter, extended purge. Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technonlgy in the the air dryer catridge. This oil coalescing filter ensures the removal of oil and oil aerosols before they can contaminate the moisture removing desiccant.	6
4540420	S	**Nylon Chassis Hose**	0
4543320	S	**Steel Painted Air Tanks** All air tanks are steel with painted finish except when Code 4543330 Polish Aluminum Air Tanks is also selected (then exposed air tanks outside the frame rails will be polished aluminum). Peterbilt will determine the optimal size and location of required air tanks. Narratives requesting a specific air tank size or location will not be accepted for factory installation. See ECAT to determine number or location of air tanks installed.	0
4543330	O	**Polished Aluminum Air Tanks Outside Frame Rails** Exposed air tanks outside the frame rails will be polished aluminum. Air tanks mounted inside the frame rails or covered by other components will be either painted aluminum (4543340) or painted steel (4543320) air tanks depending on air tank option selected.	0
4610920	S	**Self-Returning Brake Hand Valve** Dash mounted controls	0
4611930	O	**Body Connections 5' BOC** Junction box contains light and power circuits for body connections located 5' from back-of-cab	6
4612780	O	**AE Connection EOF, 7-Way Socket, 4' Additional** Lines coiled and strapped to frame, without gladhands	15
4612870	O	**15' AE Lines Coiled, (2) 7-Way Plugs** BOC socket	11
Tires & Wheels			
5004430	O	**FF: CN 20ply 315/80R22.5 HSC3** Includes TPMS sensor.	90
5104600	O	**RR: CN 16ply 11R24.5 HDC3** Includes TPMS sensor.	264
5190008	S	**Code-rear Tire Qty 08**	0
5220520	O	**FF: Alcoa 89U637 22.5 X 9.00 High Polish** Aluminum, Ultra ONE technology that saves more than 50 lbs. versus a comparable steel wheel. Built for refuse, logging, mining and other	-36

Sales Code	Std/ Opt	Description	Weight
		heavy haul applications that demand a tough wheel. Each wheel offers a 10,000 lbs. load rating.	
5320540	O	**RR: Alcoa 98U637 24.5X8.25 High Polish** Aluminum, Ultra ONE technology.	-120
5390008	S	**Code-rear Rim Qty 08**	0
5407640	O	**FF: Mirror Polish Wheels, Outer Surface** Single/tandem steer. Mirror Polish outer surface of outer wheel. Without chrome wheel nuts.	0
5407660	O	**RR: Mirror Polish Wheels, Outer Surface, Tandem** Drive Mirror polish outer surface of outer wheels (4). Without chrome wheel nuts.	0
5409300	O	**Wheel Guards, Tandem Axle** Between brake drum and wheel. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
5409320	O	**Wheel Guards, Tandem Axle Between Wheels** Bewtween wheels. Wheel guards provide a protective barrier to maintain the integrity between the brake drums and wheels to ensure the maximum life for your polished wheels.	0
5410140	O	**FF: Dura-Bright Finish** Outer Surface of Outer Wheel, requires Polished Option	0
5410160	O	**RR: Dura-Bright Finish-Tandem Axle** Outer Surface of Outer Wheel, requires Polished Option	0
Fuel Tanks			
5534160	O	**23" Aluminum 90 Gallon Fuel Tank LH U/C** Includes non-slip fuel tank step left-hand under cab	13
5602090	O	**Location LH U/C 90 Gallon**	0
5650540	O	**Polish (1) Non-Slip Fuel Tank Step, U/C Tank Only**	0
5650810	O	**Polish (1) Aluminum Fuel Tank**	0
5652830	O	**Polish All Fuel / Hydraulic Tank Straps** Does not apply to rectangular DEF tank straps	0
5652890	S	**DEF Tank Mounted LH BOC** Models 220 and 520 mounted left hand back-of-cab.	0
5652990	O	**DEF To Fuel Ratio 2:1 Or Greater**	0
5653000	O	**Polished Stainless Steel Cover For DEF Tank**	0
5655019	S	**DEF Tank Small, HD 14 Gal 2.1M MD 5.5 Gal**	0
5760010	O	**RH Tank None Furnished**	-86
Battery Box & Bumper			
6010670	O	**Aluminum Space Saver Battery Box LH BOC** Battery access from side	-57

Sales Code	Std/ Opt	Description	Weight
6030540	O	**Polish Battery/Tool Box(s)** Aftertreatment Cab Entry, complete	0
6040550	S	**Aftertreatment Aluminum Non-Slip Cab Entry** Aftertreatment right-hand under cab step. DPF/SCR for diesel engines, catalyst for natural gas engines. On Models 579 specifying chassis fairings, the box is aerodynamic.	0
6113060	O	**Aluminum Bumper Deep Taper Stainless Steel Clad** Bright mirror finish, two tow pins	-31
6132450	O	**Heavy Duty External Tow Eye** IPO Standard, N/A With FETPO	42
Cab & Equipment			
6515760	O	**Vocational 115 BBC Alum Cab and Metton Hood SFFA** Stainless steel crown and grille with tilt assist.	-60
6540160	O	**Thermal Insulation Package in Cab** The thermal insulation package is designed to make the cab thermally efficient in extreme temperatures. The model 520 adds insulation surrounding the doghouse to reduce engine heat transmitted to the cab.	2
6700000	S	**No Sleeper Selected**	0
6800510	O	**Fender Lips 2.25" Wide**	6
6911740	O	**Peterbilt LX Driver** Peterbilt LX Air seat, high height backrest, adjustable seat track length, 2 chamber lumbar support, premium suspension with adjustable damping, auto leveling, exit air dump, memory for sitting height, fore-aft isolator with lockout, vinyl bellows over suspension, Requires folding armrests, side and back storage pocket. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal carog/luggage. Standard with fabric/vinyl finish - color coordinated with interior color	3
6921130	O	**Peterbilt LX Passenger seat** Peterbilt LX Air seat, high height backrest, adjustable seat track length, 2 chamber lumbar support, premium suspension with adjustable damping, auto leveling, exit air dump, memory for sitting height, fore-aft isolator with lockout and vinyl bellows over suspension. Adds 40mm of increased space for steering wheel to chest and improved driver ingress/egress into cab and sleeper (knee sweep) with improved passenger side ingress/egress for personal cargo/luggage. Standard with fabric / vinyl - color coordinated with interior color.	28
6930500	O	**Drivers Armrest - RH Only**	2
6930590	O	**Passenger Armrest - LH only** Required with Evolution LX seats, optional with Evolution ST Seats.	2
6930800	O	**Black Seat Color IPO Standard Color**	0
6931130	O	**Seat Belt Color Red IPO Standard Black**	0

Sales Code	Std/ Opt	Description	Weight
6939400	S	**Air Ride Driver**	0
6939420	S	**High Back Driver**	0
6939450	O	**Leather Driver**	0
6939500	O	**Air Ride Passenger**	0
6939520	S	**High Back Passenger**	0
6939550	O	**Leather Passenger**	0
7001520	S	**Adjustable Steering Column - Tilt/Telescope**	0
7001630	O	**Premium Steering Wheel with Multi Function** Premium Multi-functional Leather Wrapped Steering Wheel with Peterbilt logo over horn button. Includes audio volume, seek, mute and mode button on LH pod with cruise control on/off/cancel, set/resume and accelerate/coast on the right pod.	5
7037130	S	**Prestige Interior - Sterling Gray** Features single tone dash with tough, scratch resistant materials including soft touch points on top of dash. Top of dash, door panel uppers, and kick panel are charcoal to conceal dirt and mitigate wear. Includes unique technical grained A,B, C & D instrument panels with contoured doorpads, padded fabric headliner and vinyl wall panels. Superior ergonomics are achieved while maximizing productivity featuring: multiple power ports, (2) coat hooks, header-mounted domelight, power lift driver and passenger windows, LH and RH door mounted map pockets with built-in courtesy lights, driver and passenger dome/reading lights and footwell lighting. Comfort features include automatic temperature HVAC controls, 18 inch 4-spoke soft-touch steering wheel, soft-touch steering column cover, rubber flooring, (3) inside sunvisors, integrated "dead pedal, cup holder and map bin in dash.	0
7040310	O	**Black Floor Carpet IPO Interior Color**	0
7110680	O	**Exterior Cab Entry Grabhandle** Textured; NFPA compliant. Available on Day Cab specifications only.	6
7210540	S	**Day Cab Rear Window** Day cab rear window flush to back of cab.	0
7210580	O	**Omit Day Cab Rear Window** Requires day cab rear window option 7210540.	6
7230060	S	**1-Piece Curved Windshield**	0
7230360	S	**Power Door Locks and Power Window Lifts** Standard	0
7322010	S	**Combo Fresh Air Heater/Air Conditioner** With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.	0

Sales Code	Std/ Opt	Description	Weight
7410040	O	**Outside Sunvisor - Stainless Steel** Not available with 2.1M high roof sleeper.	8
7510060	O	**Aero Rear View Mirror Housing, Bright Finish**	3
7514010	O	**Peterbilt Aero Rear View Mirror, Motorized** Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.	3
7514050	S	**Look Down Mirror Over Passenger Door** with Black Housing	0
7610500	S	**Air Horn Mounted Under Cab**	0
7722120	O	**ConcertClass, AM/FM, Weatherband, 3.5 Aux**	10
7725740	O	**Midlevel Speaker Package For Cab** (4) Speakers	6
7728030	O	**Radio Mute When In Reverse** For automatic or automated transmission	0
7788335	S	**Global Telematics Hardware**	0
7850015	O	**Rear Wall Deep Record/Map Pocket**	2
7850555	O	**Dual USB Charging Port**	2
7851480	S	**Peterbilt Electric Windshield Wipers** With Intermittent Feature.	0
7852020	O	**Cab Air Suspension**	15
7852050	O	**Auto Reset Circuit Protection** Daycab and Sleeper	0
7900090	O	**Triangle Reflector Kit, Ship Loose** Florescent triangle emergency road flares are designed to meet and exceed all DOT standards.	13
7900310	O	**Fire Extinguisher, Mounted Outboard Driver Seat** Hazmat approval UL listed/rated ABC	8
7901130	O	**Backup Alarm (107 DB)**	3
8011830	S	**Engine Oil Temperature** Located in Digital Cluster Display.	0
8021630	O	**General Air Pressure 1 Gauge** 52mm round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6.	0
8021800	S	**Air Filter Restriction Pressure Gauge** Located in Digital Cluster Display	0
8021810	S	**Brake Application Air Pressure (Tractor)** Located in Digital Cluster Display.	0
8022160	O	**Fuel Filter Restriction Gauge**	0

Sales Code	Std/ Opt	Description	Weight
		52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	
8070110	O	**(5) Additional Dash Switches with Wiring** Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.	2
8070390	O	**Engine Hourmeter Gauge** Located in Digital Cluster Display	0
8070450	O	**Engine PTO Hourmeter Gauge** Located In Digital Cluster Display	0
8070820	S	**Engine Percent Torque** Located in Digital Cluster Display	0
8070830	O	**Main Instrumentation Panel** Digital Cluster 15" Display includes: Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.	0
8071900	O	**Manifold Pressure Gauge** 52mm Round, backlit. Physical gauges must be ordered in pairs and are limited to a total of 6. If this option is selected on a truck with VMUX electrical architecture, the gauge will be included in the digital display.	2
8073040	O	**(1) Additional Electric Over Air Switch** On/off only, switch has green indicator light, air connections on frame rail under cab. One accessory solenoid bank with plug on it.	0
8110070	S	**Headlights Projector Module Pod** Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted	0
8120600	O	**Marker Light, Mid-Frame Mounted** Per Federal regulations (FMVSS 108), all complete tractors over 30/360 in overall length require intermediate marker lights (with reflex reflector) mounted as close as possible to mid-frame. Marker lights can be mounted on sleeper extender, fuel tank bracket, fuel tank step, or side sensor bracket. Dealers can choose to shorten chassis length to eliminate requirement for marker lights or choose between frame mounted or sleeper extender mounted, (if applicable), marker lights. If frame mounted, engineering will decide which of the three mounting locations to use.	5
8120990	S	**(5) Marker Lights, Aero LED** On roof, visor, or fairing	0
8132570	O	**Additional Wire For F/O Fairing/Ad Light** F/O light wired to clearance light switch.	0
8133250	O	**Dash Switch Battery Power To J560** With Key Off; With Light Indicator	4
8133470	O	**Switch & Wiring for F/O Beacon/Strobe** Switch and wiring for furnished by owner beacon / strobe, 10' coiled wire back-of-cab / back-of-sleeper, at rear sill.	2
8134160	O	**Self-Canceling Turn Signal**	2
8140120	O	**Incandescent Square Stop/Turn/Tail/Backup**	18

Sales Code	Std/ Opt	Description	Weight
		Left-hand / right-hand square end of frame or dropped a-brace	

Paint

8530770	S	**(1) Color Axalta Two Stage - Cab/Hood** Base Coat/Clear Coat N85020 A - L3781EY RED N85500 CAB ROOF L3781EY RED N85300 FENDER L3781EY RED N85200 FRAME L0001EA BLACK N85400 HOOD TOP L3781EY RED	0

Shipping Destination

Options Not Subject To Discount

9400090	S	**Peterbilt Class 8 Standard Coverage** 1 year/100,000 Miles (160,000 km)	0
9400092	S	**PACCAR MX Standard Coverage** 2 yrs/250,000 mi (400,000 km)/6,250 hrs	0
9407147	O	**Fuel Price Index Factor $0 NET**	0
9408656	O	**SmartLINQ RD/OTA 5YR Sub** PACCAR MX Engines	0
9408703	O	**Base Warr: Emissions 5YR/100K MI-EPA Engine**	0
9408937	O	**PDI After Body Upfit**	0
9408982	O	**Vehicle Layout** Option is not subject to discount. Fleets will be split prior to build so that the charge is applied to only one unit. Quotes will not reflect this.	0

Miscellaneous

9409001	S	**Day Cab / Prestige Interior (DM)**	0
9409070	O	**State Of Registry: Maryland**	0
9409645	O	**Model Year 2025 Engine**	0
9409749	O	**2024 Series Emissions Engine**	0
9409843	O	**Peterbilt Sourcewell Program Code** Applicable with Marketing Programs Only. No CAR allowed	0
9490117	U	**Application Contact:**	0

Promotions

Sales Code	Std/ Opt	Description	Weight

Special Requirements

Special Requirement 1 0098170
Special Requirement 2
Special Requirement 3
Special Requirement 4

Order Comments

Total Weight (lbs)	17,502

Any price increase as the result of force majeure, rising costs of components (including but not limited to material shortages) or government tariffs are not included in the quoted price and will be the financial responsibility of the customer.

Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.
Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information

www.forcetk.com

Quoted By

Chuck Schumacher

CSchumacher@arcticvans.com

Phone: 410-585-5906

Quote #: **QUO-06898-X8Y9N7**

Date: July 27, 2025

Quote Expires in 30 day(s)

Terms: 15N

To:
Peterbilt of Balitmore, LLC
PETERBILT OF BALITMORE, LLC
5100 HOLABIRD AVENUE, BALTIMORE, MARYLAND, NA, 21224
-6008
Contact: Troy Barrett

Aluminum Van Body for Tandem Peterbilt
293" WB/206.8" CT/min. 356" Frame(CF)
Level ride tuckaway Liftgate
Stainless Steel Toolboxes

Qty	Model	Description	Price	Total Extended
1	**TRUCK / TRAILER**	**TRUCK** White Aluminum Cargo Star Body by Kidron Model 28-96-102(approx interior of 28'L x 96" H. x 98" W.) Premium Aluminum covered roll up rear door Stainless steel rear frame 1-3/8" laminated hardwood floor single swing panel CS door 40-11/16" wide x 77" high, w/ grabhandle locate door as far forward as possible, 13.56" FIF to LE hinge door to rear (No side door step-step to be provided by others) 1/2" plywood front wall, 3/8" plywood side walls (4) rows Etrack on side walls @ 18"/39"/60"/81" Translucent roof w/ 3 dome lights REAR- 3000 lbs capacity LEVEL RIDE tuckaway Liftgate w/ approx 60" x 80" aluminum platform liftgate side step and bumper package TOOLBOXES- (2) RC Industries #FK482424K Bright Stainless Steel-- one per side (2) RC Industries #FK362424k Bright Stainless Steel-- one per side installed on your chassis with proper CT and bed height and clearances FOB Elkridge MD	50,900.00	$ 50,900.00

Subtotal: $50,900.00

Total: **$50,900.00**

Notes

To initiate an order for this equipment, please sign and return this quotation with a P.O. number, if required. Please feel free to call should you need additional information.

Payment Terms: Customer agrees to pay in full 30 days after delivery to customer specified location. Additionally, if TKW/TKC does not receive payment after 30 days, customer agrees to pay 1% monthly finance charge for each month, or partial, after the initial 30 days until invoice is paid in full. (_____)

www.forcetk.com

Quote #: **QUO-06898-X8Y9N7**

Terms and Conditions

Except as specifically set forth herein, Force TK ("Seller") hereby expressly disclaims all warranties, express or implied, including implied warranties or merchantability or fitness for a particular purpose, and neither assumes nor authorizes any other person to assume any liability in connection with the sale of these units; parts and/or services as described in this Purchase Order, Invoice or Quotation to Buyer/Customer ("Buyer"). Seller provides a maximum of a one year warranty on the sale of new refrigeration units, vehicles or other new products ("New Products"), provided, however, that, if the manufacturer of such New Product provides a longer warranty, the Buyer may assert any warranty claim in excess of one year against the manufacturer; but this shall not serve to increase the length of Seller's warranty. Any warranty on service work performed by Seller is limited to90 days; provided, however, that if any part installed as part of any service work carries a longer manufacturer's warranty, the Buyer may assert any such longer warranty claim in excess of90 days against the manufacturer; but this shall not serve to increase the length of Seller's warranty. The foregoing warranties do not apply to the sale of used or reconditioned refrigeration units, vehicles or other used products sold by Seller ("Used Products"); and Seller's warranty on Used Products shall be limited to 90 days.

In addition to the above terms, any parts returned after 14 days will be subject to a 20% restocking fee. All cores must be returned within 30 days. If the invoice contains a core credit, that credit is subject to charge if full credit is not received from vendor. Buyer is responsible for providing Seller required component registration information; and failure to do so may nullify any stated warranty. No returns on special order or electrical parts sales shall be accepted. Engine bracket warranty varies. Buyer's acceptance of any parts or service work serves to acknowledge the parts and service reflected on this invoice to be in good, working and acceptable condition.

Buyer shall not be entitled to recover from Seller any consequential damages, damages to property for loss of use, loss of time, loss of profits or income, or any incidental damages. In the event that Seller performs any warranty work within the applicable warranty period, that shall not serve to extend the original warranty (which warranty runs from the time of sale or service).

Buyer's acceptance of the goods at the time of sale or service serves to acknowledge Buyer's acceptance of the above warranty terms.

Please note that prices may change, up to actual delivery, due to unforeseen tariffs or supply chain impacts.

Accepted By: _____

P.O. # _____ Date: _____

Quoted By: _____

Chuck Schumacher

Thank you for your business!

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Self-Contained Breathing Apparatus Decontamination Machine - Atlantic Emergency Solutions (Chester, VA) $ 32,456.08

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Fire_-_Self_Contained_Breathing_Apparatus_Washing_Machine.pdf	Signed Consent Form
Memo_SCBA_Decon_Washer.pdf	Self-Contained Breathing Apparatus Decontamination Machine Memo
Consent_SCBA_Decon_Washer.pdf	Self-Contained Breathing Apparatus Decontamination Machine Consent
Quotes_SCBA_Decon_Washer.pdf	Self-Contained Breathing Apparatus Decontamination Machine Quote

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Self-Contained Breathing Apparatus (SCBA) Decontamination Machine

Account No: 4512001 CIP Control No. C-0871

Budget Amount: $ ~~50,000.~~ 110,000 Account Balance: $ ~~50,000.~~ 110,000 Unbudgeted Amount: $ 0

Fiscal Year: 26 Source of Funds: CIP GF Transfers

Quantity	Description	Value
1	Rescue Intellitech Solo Rescue Single-phase washer/holders	$ 28,926.68
1	Rescue Intellitech 20 Month Service	$ 869.40
1	Rescue Intellitech Standard Installation Cost	$ 1,735.00
1	Rescue Intellitech Standard Freight Cost	$ 925.00
	*Per attached memo, request up to max of $50,000 total spend for any other related costs.	
	TOTAL VALUE OF PROJECT $	$ 32,456.08

ABOVE TO BE USED FOR: Deep cleaning and decontamination of Self-Contained Breathing Apparatus

RECOMMENDED VENDOR:

Business Name: Atlantic Emergency Solutions

Business Address: 13051 Redwater Drive

City/State/Zip: Chester, VA 23836

Bid/Proposal/Quote No.: 76389 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
MES	Sandy Hook, CT	43041.56

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase will enhance firefighter health and safety, reduce cancer risk and align with national best practices for exposure reduction of harmful carcinogens.

Ada A. Hoyt 8/11/25
Signature / Date

Ada A. Hoyt 8/11/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Fox 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

August 26, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

SUBJECT: Self-Contained Breathing Apparatus Decontamination Machine

Purpose:
Request approval to purchase a Solo Rescue Self-Contained Breathing Apparatus (SCBA) Decontamination Machine for deep cleaning and decontamination of SCBA units from Atlantic Emergency Solutions for $32,456.08 and authorize the expenditure of up to $50,000 for installation, accessories, and any incidentals necessary for operational readiness.

Proposed Purchase:

- **Vendor:** Atlantic Emergency Solutions, Chester, Virginia
- **Model:** Solo Rescue SCBA Decontamination Machine
- **Cost:** $32,456.08
- **Procurement:** We solicited multiple quotes for this purchase and were only able to obtain two responsive quotes. The proposed purchase represents the lowest responsible and most suitable option.

Funding Request:
HFD requests authorization to spend up to **$50,000** to cover:

- Base purchase price of the Solo Rescue unit
- Installation costs
- Any incidentals or accessories required for operation

Justification:
Firefighters are at a significantly increased risk of developing cancer due to routine exposure to carcinogens during fire suppression and overhaul operations. SCBA facepieces, harnesses, and cylinders can become contaminated with toxic particulates, chemicals, and other hazardous substances that, if not properly removed, can lead to long-term health consequences.
The Solo Rescue SCBA Decontamination Machine is a specialty washer specifically designed to thoroughly clean and decontaminate SCBA equipment, ensuring removal of harmful contaminants that cannot be effectively eliminated through traditional manual cleaning methods. This purchase will enhance firefighter health and safety, reduce cancer risk, and align with national best practices for exposure reduction.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Self-Contained Breathing Apparatus (SCBA) Decontamination Machine

Account No: 4512001 CIP Control No. C-0871

Budget Amount: $50,000. Account Balance: $50,000. Unbudgeted Amount: $0

Fiscal Year: 26 Source of Funds: CIP

Quantity	Description	Value
1	Rescue Intellitech Solo Rescue Single-phase washer/holders	$ 28,926.68
1	Rescue Intellitech 20 Month Service	$ 869.40
1	Rescue Intellitech Standard Installation Cost	$ 1,735.00
1	Rescue Intellitech Standard Freight Cost	$ 925.00
	TOTAL VALUE OF PROJECT $	$ 32,456.08

ABOVE TO BE USED FOR: Deep cleaning and decontamination of Self-Contained Breathing Apparatus

RECOMMENDED VENDOR: Business Name: Atlantic Emergency Solutions

Business Address: 13051 Redwater Drive

City/State/Zip: Chester, VA 23836

Bid/Proposal/Quote No.: 76389 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
MES	Sandy Hook, CT	43041.56

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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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 purchase will enhance firefighter health and safety, reduce cancer risk and align with national best practices for exposure reduction of harmful carcinogens.

Ada A. Hoyt 8/11/25
Signature / Date

Ada A. Hoyt 8/11/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

ATLANTIC EMERGENCY SOLUTIONS

QUOTE

13051 Redwater Drive
Chester, VA 23836
(800) 442-9700
equipmentorders@atlanticemergency.com

Quote NO.	76389
Employee NO.	1228
CUSTOMER ID	19279
DATE	07/09/2025
EXPIRATION DATE	08/08/2025

Bill To
HAGERSTOWN FIRE DEPT
929 Elkridge Dr
HAGERSTOWN Maryland 21740
United States

Ship To
HAGERSTOWN FIRE DEPT
United States

SALESPERSON	SALESPERSON CONTACT#	DELIVERY CONTACT	DELIVERY CONTACT#	PO#	PAYMENT TERMS	FREIGHT OPTIONS
William Sellers	(240) 707-0833	Brian Henry			Net-30	Freight Not Included

QTY	ITEM #	NAME / VENDOR / DESCRIPTION	UNIT PRICE	LINE TOTAL
1	#29275A	#29275A / RESCUE INTELLITECH / Solo Rescue single-phase complete package Single Phase or Three Phase 208/240 40 Amp	$28,926.68	$28,926.68
1	#22720	#22720 / RESCUE INTELLITECH / Standard Basket paired with SCBA Holder	$0.00	$0.00
1	#22541	#22541 / RESCUE INTELLITECH / SCBA Holder L	$0.00	$0.00
1	#22361	#22361 / RESCUE INTELLITECH / Gear Holder for boots, glove, helmets and masks	$0.00	$0.00
1	#20002	#20002 / RESCUE INTELLITECH / Dosing pump	$0.00	$0.00
1	PB0010967AA	PB0010967AA / RESCUE INTELLITECH / Pro Blend detergent 2.5 gal	$0.00	$0.00
1	#60103	#60103 / RESCUE INTELLITECH / 20 Month Service (Required for 5-Year Limited Warranty)	$869.40	$869.40
1	#60001	#60001 / RESCUE INTELLITECH / Standard Installation Cost	$1,735.00	$1,735.00
1	#60002	#60002 / RESCUE INTELLITECH / Standard Freight Cost	$925.00	$925.00
			SUBTOTAL	$32,456.08
			TAX	0.00%
			FREIGHT ESTIMATE	$0.00
			TOTAL	$32,456.08

Quote Comments:
System price includes:
Heavy Duty Basket w/ holder for 2 single or double SCBA
Holder for 2 large air cylinders
2 Gear Holders for boots, gloves and helmets
Metered Dosing Pump
Problend Detergent 2.5 Gal
Single phase or three phase (specify at time of Order to confirm electrical requirement)

Options:
Six bottle holder $410.00
Small parts holder $335.00

Current lead time is 2-3 weeks.

Thank you from Atlantic Emergency Solutions for this opportunity!

THANK YOU FOR YOUR BUSINESS!

(877) 637-3473

Quote

Quote #	QT1886282
Date	12/16/2024
Expires	08/15/2025
Sales Rep	Dunn, William
Shipping Method	FedEx Ground
Customer	CITY OF HAGERSTOWN (MD)
Customer #	C33541

Bill To
CITY OF HAGERSTOWN
ACCOUNTING DEPARTMENT
1 EAST FRANKLIN STREET
Hagerstown MD 21740
United States

Ship To
Brian Henry
CITY OF HAGERSTOWN
25 CHURCH STREET
HAGERSTOWN MD 21740
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
26094A			Solo Rescue® - SCBA DECON WASHER THREE-PHASE 208/240 40AMP including: - Heavy Duty Basket with holder for 2 single or double SCBA - Holder for 2 large air cylinders (Jumbo Flasks) - 2 Gear Holders for boots, gloves and helmets - Metered Dosing Pump -ProBlend Detergent 2.5 ga (Also available in SINGLE PHASE 208/240 40 AMP.)	1	$38,414.86	$38,414.86
RESCUE INTELLITECH	PB0010967AA		PB0010967AA Custom RESCUE INTELLITECH Pro Blend detergent 2.5 gal	10	$102.67	$1,026.70
RESCUE INTELLITECH	INSTALLATION		INSTALLATION Custom RESCUE INTELLITECH Installation of one Solo Rescue washer	1	$2,500.00	$2,500.00
RESCUE INTELLITECH	TRAINING		TRAINING Custom RESCUE INTELLITECH Unit operation training is done after installation is completed. (No charge to customer.)	1	$0.00	$0.00

Reference Sourcewell contract #011824.
Rescue Intellitech- NET PRICE SHEET.

Subtotal	$41,941.56
Shipping Cost	$1,100.00
Tax Total	$0.00
Total	$43,041.56

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.

QT1886282

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Project Management for Workday Conversion - Intellitime Systems Corporation (Santa Ana, CA)
$ 27,675.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Project_Management_and_Configuration_for_Conversion_to_Workday.pdf	Signed Consent Form
IT_consent.pdf	IPM for Workday Conversion

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

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

Department Director or Manager: Oren Reed

Account/Project Name: Project Management and Configuration for Conversion to Workday

Account No: 0107200-5309 CIP Control No. _____

Budget Amount: $ 0 Account Balance: $ 0 Unbudgeted Amount: $ (27,675)*

Fiscal Year: 26 Source of Funds: _____

Quantity	Description	Value
45	Project Management ($175 per hour)	$ 7,875.00
120	Configuration, Customization, Testing ($165 per hour)	$ 19,800.00
	*Funding for this service will be from G.F. Contingency. This assistance is vital in implementing new ERP.	
	TOTAL VALUE OF PROJECT $	$ 27,675.00

ABOVE TO BE USED FOR: Intellitime will assist the City in the conversion from Tyler/Munis system to Workday. Intellitime is the City's timekeeping system.

RECOMMENDED VENDOR:

Business Name: Intellitime Systems Corporation

Business Address: 1118 E17th St

City/State/Zip: Santa Ana, CA 92701

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

8/11/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

8/11/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 8/26/2025 Special Session Date: _____

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

Department Director or Manager: Oren Reed

Account/Project Name: Project Management and Configuration for Conversion to Workday

Account No: 0107200-5309 CIP Control No. _____

Budget Amount: $ 0 Account Balance: $ 0 Unbudgeted Amount: $ (27,675)*

Fiscal Year: 26 Source of Funds: _____

Quantity	Description	Value
45	Project Management ($175 per hour)	$ 7,875.00
120	Configuration, Customization, Testing ($165 per hour)	$ 19,800.00
	*Funding for this service will be from	
	GF Contingency. This assistance is	
	vital in implementing new ERP.	
	TOTAL VALUE OF PROJECT $	$ 27,675.00

ABOVE TO BE USED FOR: Intellitime will assist the City in the conversion from Tyler/Munis system to Workday. Intellitime is the City's timekeeping system.

RECOMMENDED VENDOR:

Business Name: Intellitime Systems Corporation

Business Address: 1118 E17th St

City/State/Zip: Santa Ana, CA 92701

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

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
X	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	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

Signature / Date

8/11/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

IntelliTime™
Systems Corporation

August 8, 2025

Kristine Cline and Dave Gordon
Payroll Administrator
City of Hagerstown, MD
1 E. Franklin Street
Hagerstown, MD 21740

Team,

This letter will serve as our official quotation for IntelliTime to assist the City in the conversion from your Tyler MUNIS system to Workday. The effort includes project management to periodically meet and discuss the project deliverables and schedule and to develop conversion scripts to streamline the update of Pay Codes, Ranges, Eligibility and to modify the Employee Import file for Workday and the Time Export file for Workday.

Our estimates include:

Project Management	45 hours	$175	$ 7,875
Configuration, Customization, Testing	120 hours	$ 165	$19,800
Total			$27,675

We appreciate your support of the IntelliTime proposal and look forward to working with you and your staff on this most interesting project. This proposal is valid for 90 days.

Sincerely,

Dennis Peters
IntelliTime Systems Corporation

1118 E 17th St
Santa Ana, CA 92701
714-559-3135 Tel
www.IntelliTime.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Pavement Markings - Alpha Space Control, LLC (Chambersburg, PA) $ 80,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Weller's Alley Decorative Fence - Hanada Contracting (Arnold, MD) $ 100,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Weller_s_Alley_Decorative_Fence.pdf	Engineering - Decorative Fence at Weller's Alley

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Weller's Alley Decorative Fence

Account No: 4524000-5594 CIP Control No. C0280

Budget Amount: $100,000 Account Balance: $100,000 Unbudgeted Amount: $_____

Fiscal Year: FY 26 Source of Funds: Department of Housing & Community Development grant

Quantity	Description	Value
1	Decorative Fence fabrication & installation	$ 83,169.00
1	Contingency	$ 16,831.00
	TOTAL VALUE OF PROJECT	$ $ 100,000.00

ABOVE TO BE USED FOR: Fabrication and installation of decorative fence panels along the south side of Weller's Alley to screen the Post Office yard from view.

RECOMMENDED VENDOR: Business Name: Hanada Contracting

Business Address: 949 Lynch Drive

City/State/Zip: Arnold, MD 21012

Bid/Proposal/Quote No.: 25-WA-18 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
J.F. Enterprises	Hagerstown, MD	$118,495.00
Hercules Custom Iron	Walkersville, MD	$119,880.00
Long Fence	Ijamsville, MD	$134,000.00
DMV Gates	Washington, DC	$135,000.00
County Welding	Upper Marlboro, MD	$385,550.00

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Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	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 as part of the overall downtown beautification efforts.

8/18/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- Vendor will need setup in Munis

8/18/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - covered/funded 100% with no match grant

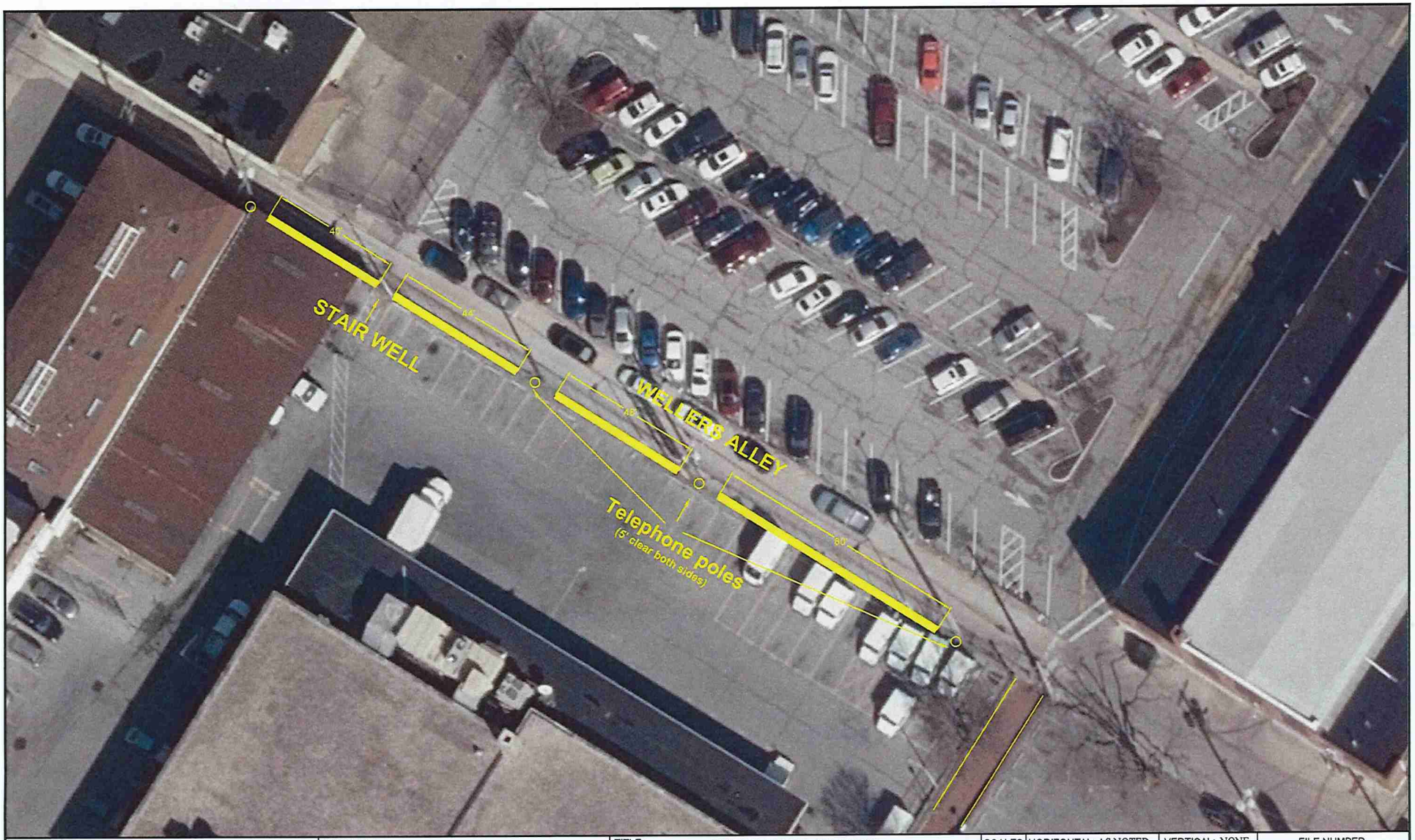
8/18/25
Signature / Date

(4) City Administrator

COMMENTS

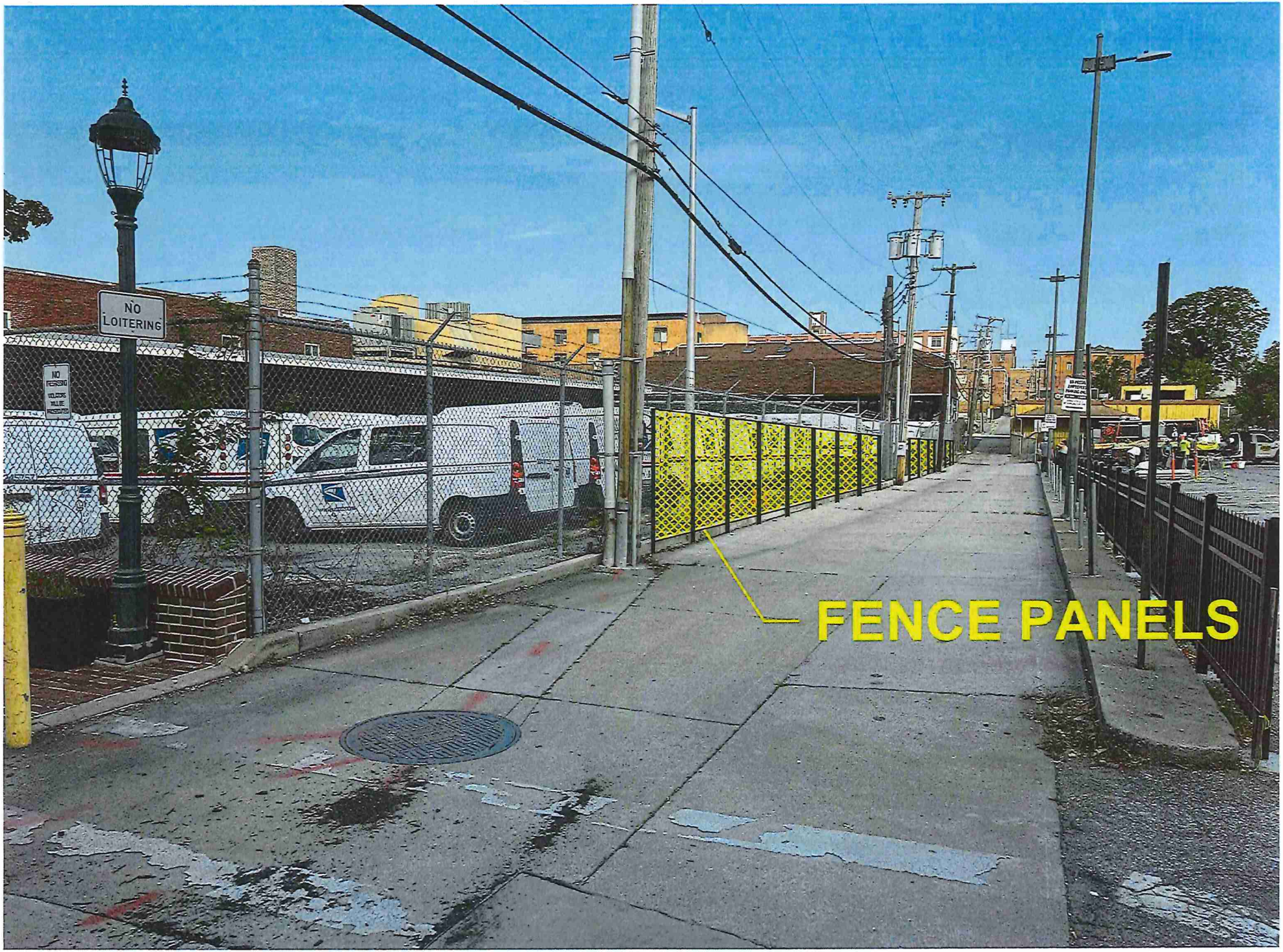
Recommend Approval

8/19/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND ENGINEERING DEPARTMENT	LOCATION: WELLERS ALLEY MARKET WALK	TITLE: **WELLERS ALLEY DECORATIVE FENCING SITE PLAN**	SCALES	HORIZONTAL: AS NOTED		VERTICAL: NONE	FILE NUMBER
			DRAWN BY	A.R.A	DATE	xxxx	BID SET
			APPROVED BY	xx	DATE	xxxx	**XXX-XX**
			REVISED BY	–	DATE	–	

N:\DWGS\08-000\08-327\DWG\FENCE


NO LOITERING
FENCE PANELS

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Ballistic Vests - Angel Armor (Fort Collins, CO) $ 13,374.10

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Ballistic_Vests.pdf	Signed Consent Form
CONSENT_FORM_-_ANGEL_ARMOR.pdf	Consent Form
Angel_Armor_-_Vests.pdf	Quote
Angel_Armor.pdf	Sole Source

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Ballistic Vests

Account No: 0110401 5834 CIP Control No. _____

Budget Amount: $25,200.00 Account Balance: $~~22,629.00~~ 19908 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: General

Quantity	Description	Value
2	RISE, Flex Carrier, 2xl & larger, Dark Navy ($1,363.00 / each)	$ 2,726.00
5	RISE, Flex Carrier, Dark Navy, Carrier Only ($459.00 / each)	$ 2,295.00
5	RISE, Stealth Carrier, Black, Carrier Only ($219.00 / each)	$ 1,095.00
3	RISE, Flex Carrier, Dark Navy, Elite IIIA ($1313.00 / each)	$ 3,939.00
3	Truth SNAP, 308 Ultra, AAU301, 8x10 ($550.00 / each)	$ 1,650.00
2	Truth SNAP, 308 Ultra, AAU301, 9x11 ($650.00 / each)	$ 1,300.00
5	Ally One, Air Channel Insets (pair), Black ($30.00 / each)	$ 150.00
1	Shipping	$ 219.10
	TOTAL VALUE OF PROJECT	$ $ 13,374.10

ABOVE TO BE USED FOR: Replacement ballistic vests for expired ones.

RECOMMENDED VENDOR: Business Name: Angel Armor

Business Address: 760 SE Frontage Road

City/State/Zip: Fort Collins, Colorado 80524

Bid/Proposal/Quote No.: SQ15150 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a necessary purchase due to the expiration of existing vests and these vests provide enhanced protection for our officers. ~~This purchase is under a state contract and paid for through the general fund.~~

Chief Pair 8/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fraun 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michell Hepler 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Ballistic Vests

Account No: 0110401 5834 CIP Control No. _____

Budget Amount: $25,200.00 Account Balance: $22,629.00 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: General

Quantity	Description	Value
2	RISE, Flex Carrier, 2xl & larger, Dark Navy ($1,363.00 / each)	$ 2,726.00
5	RISE, Flex Carrier, Dark Navy, Carrier Only ($459.00 / each)	$ 2,295.00
5	RISE, Stealth Carrier, Black, Carrier Only ($219.00 / each)	$ 1,095.00
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1	Shipping	$ 219.10
	TOTAL VALUE OF PROJECT	$ $ 13,374.10

ABOVE TO BE USED FOR: Replacement ballistic vests for expired ones.

RECOMMENDED VENDOR:

Business Name: Angel Armor

Business Address: 760 SE Frontage Road

City/State/Zip: Fort Collins, Colorado 80524

Bid/Proposal/Quote No.: SQ15150 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a necessary purchase due to the expiration of existing vests and these vests provide enhanced protection for our officers. This purchase is under a state contract and paid for through the general fund.

Chief Pavel 2/13/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

ANGEL ARMOR®

760 SE FRONTAGE RD,
FORT COLLINS, CO 80524

ANGELARMOR.COM

99GM - Greg Morton

Sales Order

Order#	SO15150
Ship Due Date	7/17/2025

Bill To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Ship To
Hagerstown Police Department 50 N Burhans Blvd Hagerstown MD 21740 United States

Shipping Co...

Part Number	Description	Qty	Unit Price	Amount
01-00619-02	RISE, Flex Carrier, 2XL & Larger, Dark Navy, Load Bearing, Elite IIIA Name: Morris, Mark Front: 2816 Back: 2514 C: None QRLB360:XLN Belly Band:M Name: Routzahn, Tom Front: 2816 Back: 2516 C: None QRLB360:XLN Belly Band:M	2	1,363.00	2,726.00
01-00488-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Carrier Only Name: Morris, Mark Serial: DNM250517 Front: 2816 Back: 2514 C: None QRLB360:XLN Belly Band:M Name: Routzahn, Tom Front: 2816 Back: 2516 C: None QRLB360:XLN Belly Band:M Name: Rowe, Zack Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Niebauer, Tom Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Wolfe, Tom Front: 2214 Back: 2015 C: None QRLB360:MN Belly Band:S	5	459.00	2,295.00
01-00447-01	RISE, Stealth Carrier, Black, Carrier Only	5	219.00	1,095.00

Order#	SO15150

Sales Order

ANGEL ARMOR

7600 65 FRONTAGE RD

Part Number	Description	Qty	Unit Price	Amount
	Name: Morris, Mark Front: 2816 Back: 2514 C: None G-Hook Belt:L Belly Band:M Name: Routzahn, Tom Front: 2816 Back: 2516 C: None G-Hook Belt:L Belly Band:M Name: Rowe, Zack Front: 2515 Back: 2215 C: None G-Hook Belt:M Belly Band:S Name: Niebauer, Tom Front: 2515 Back: 2215 C: None G-Hook Belt:M Belly Band:S Name: Wolfe, Tom Front: 2214 Back: 2015 C: None G-Hook Belt:S Belly Band:S			
01-00617-02	RISE, Flex Carrier, Dark Navy, Load Bearing, Elite IIIA Name: Rowe, Zack Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Niebauer, Tom Front: 2515 Back: 2215 C: None QRLB360:LN Belly Band:S Name: Wolfe, Tom Front: 2214 Back: 2015 C: None QRLB360:MN Belly Band:S	3	1,313.00	3,939.00
01-00554	Truth SNAP, 308 Ultra, AAU301, 8x10“, SC, III	3	550.00	1,650.00
01-00552	Truth SNAP, 308 Ultra, AAU301, 9x11”, SC, III	2	650.00	1,300.00
01-22905-01	Ally One, Air Channel Insets (Pair), Black	5	30.00	150.00

Subtotal	**13,155.00**
Shipping (UPS® Ground)	**219.10**
Total	**$13,374.10**

SO15150

ANGEL ARMOR®

RISE®

FLEX CARRIER

+

TRUTH SNAP™

MODULAR BALLISTIC DEFENSE

308 Premium

EXCEPTIONS TO COMPETITIVE PROCUREMENT

Sole / Single Source for Professional Services

Exclusively Prepared for

Hagerstown Police Department

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The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION I

User Agency/Department: Hagerstown Police Department

User Agency/Department Contact: Sgt. Alec Routhier

Phone: 240-412-7546

Email: Arouthier@hagerstownpd.org

Description of Service: Ballistic protection for Hagerstown Police Department

Date of Submission to Procurement: 5/20/2025

Submit document via email to: Arouthier@hagerstownpd.org

SECTION II

The following are EXCEPTIONS to Competitive Procurement for Professional Services.
Select the appropriate exception.

(a) *Sole* Source: A Sole Source Procurement is a sourcing method used to procure a service without competition when it has been determined that there is only one source for the required service that is capable of meeting the requirements of the acquisition as defined in the Scope of Work or specifications.

Sound procurement practice requires that a Sole Source procurement occurs if it has been determined that there is only one source for the required service and not as an attempt to contract with a favored service provider.

(b) *Single* Source: A Single Source Procurement is a sourcing method used to procure a service from one source, without soliciting competition, even though there are other vendors that can provide the service.

Agencies/ Departments must show through documentation that the selection of the source was based on an objective basis and justifiable reason, and the source selected is the most advantageous for the County to fulfill a given requirement as defined in the Scope of Work or specifications.

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ANGEL ARMOR®

SECTION III

A. NEEDS ASSESSMENT

What is the need?

The need is to provide ballistic armor carriers to Hagerstown Police Department. The Angel Armor® RISE® Flex Carrier features the modular design qualities of a tactical vest with the professional attributes of a uniform carrier. Building upon Angel Armor's patented design features, Flex provides a robust set of standard features with options to change configurations based on your expectations of an external carrier.

The Flex Carrier is available in two NIJ 0101.06 threat levels, NIJ Level II and NIJ Level IIIA. The NIJ Level II option is available in one distinct ballistic package, Premium 2.0, and the NIJ Level IIIA is available in four distinct ballistic packages: Elite, Ultra-Premium, Premium, and Standard.

Flex stays true to the iconic RISE DNA with the patented QuadCore Attachment System® offering a fully adjustable belt for superior vest securement and market-leading weight distribution. Flex is also equipped with easily accessible front and rear internal Truth SNAP® plate pockets for on-the-fly, patented, all day rifle protection.

Flex incorporates premium materials and construction methods providing years of service in the field while offering extensive features to help the officer conduct daily tasks with ease and safety. The RISE Flex Carrier will provide the officers of Hagerstown Police Department with expertly crafted features for applications where performance trumps the need for a true uniform appearance.

The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate provides complete NIJ Level III protection in a lightweight, thin and affordable package that doesn't compromise officer mobility. The Truth 308 Premium plate has been tested to defend against NIJ Level III threats, provides stab resistance from Spike Level 3 and offers special threat protection from the 7.62x51mm (M80) @ 2780 fps, 7.62x39mm MSC Type 56 @2400 fps, and 5.56x45mm M193 @ 3250 fps. Certified to NIJ Standard 0101.06 (Level III) when worn in conjunction with RISE Level IIIA Premium Armor Packages. CPL Model Designation: AAP301.1 ICW AAP3A03. These are not stand-alone plates

To elevate officer protection, the Truth 308 Premium plate has the capability to upgrade to a NIJ Level III+ system. Simply snap on Angel Armor's ceramic strike face, Truth CSF, to any Truth 308 Premium plate to create the Truth 855 modular plate system. The Truth 855 is designed to defeat all Truth 308 Premium threats in addition to the 5.56x45mm M855 (Green Tip) @ 2780 +/- 30fps. This ultra-thin and lightweight plate system features a proprietary design in an innovative and modular package, so officers never have to go to their trunk for active shooter kits again.

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Why is there a need?
From January 1, 2021, to September 30, 2021, there was a 51 percent increase in the number of police officers killed in the line of duty when compared to the same period last year*.

In 2020, 60,105 Law Enforcement Officers were assaulted in the line of duty nationwide. That's 4,071 more officers assaulted in 2020 than the 56,034 assaults reported in 2019. 2,744 of these officers were assaulted with firearms.

These figures are a somber reminder of the risk our nation's Law Enforcement Officers face every day. Angel Armor's RISE Flex Carrier is designed to address nearly every relevant ballistic threat an officer might face while on duty. When paired with Truth SNAP rifle plates, Flex provides the First Responders of Hagerstown Police Department with proactive, market-leading all day protection, in every situation.

**According to data published from the Uniform Crime Report conducted by Law Enforcement Officers Killed and Assaulted (LEOKA)*

B. MARKET RESEARCH

Identify all the contractors that can meet this need.
Angel Armor is the only manufacturer that offers the features found in the Flex Carrier, with multiple protected patents.

- **Angel Armor RISE® Body Armor System: Patents Granted**
  - Ballistic-Resistant Garment Having An Incrementally Adjustable Fit – US 10,584,942 (Issued March 10, 2020)
  - Ballistic-Resistant Garment – US 12,085,369 (Issued September 12, 2024)

- **Angel Armor Truth SNAP® Rifle Plates: Patents Granted**
  - Releasably Engageable System Of Ballistic-Resistant Panels – US 10,495,418 (Issued December 3, 2019)
  - Releasably Engageable System of Ballistic-Resistant Panels – US 10,466,015 (Issued November 5, 2019)

See Section III C for additional innovative and advanced features found in the Flex Carrier.

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ANGEL ARMOR®

C. WHY IS THIS PARTICULAR CONTRACTOR MOST ADVANTAGEOUS TO THE AGENCY?

Angel Armor is the only manufacturer and sole ***Full-Service Vendor*** of Angel Armor products capable of providing a range of value-added services directly to their customers. The company is focused solely on ensuring each officer receives industry-leading armor to fit their needs. Angel Armor is dedicated to its customers' full satisfaction and has the unique ability to personally follow-up with every order received.

Full-Service Vendor benefits include immediate access to and full control of product design, research, and development; trained product experts to assist in measuring, sizing, adjustments and alterations; direct access to the company's dedicated Customer Service team focused solely on Angel Armor products; the ability to deliver products direct to the customer with industry-leading delivery times and a satisfaction guaranteed warranty.

In addition to these **Full-Service Vendor** benefits, Angel Armor offers the following unique features in one complete external armor carrier with multiple patents granted (see Section III B for patents):

- **CUSTOMIZABLE INNOVATION**
  - Accommodates RISE ballistics, which are scalable between all Angel Armor carrier platforms
  - Fully adjustable belt using patented QuadCore 360 Attachment System for superior vest securement and market-leading weight distribution
  - All-day rifle protection ready when coupled with patented Truth SNAP rifle plates
  - Adjustable ballistic panel shoulder strap pass-through to prevent armor from shifting and curling
  - Optional front/back magnetic quick-attach accessories, quickly scale between mission kits
  - Rear Velcro loop field for back ID placards
  - Front side-load plate pockets allow for quick up armor rifle plates
  - Belt covers are available in Load Bearing or Clean
  - FirstSpear® Tubes quick release technology for rapid deployment of QuadCore® Belt System

- **ULTIMATE COMFORT**
  - Custom sizing for male and female officers with an individualized, tailored fit
  - Industry-leading weight distribution from Angel Armor's patented QuadCore 360 Attachment System
  - Patented technology features multiple points of incremental adjustability
  - Premium moisture wicking, antimicrobial mesh lining with optional thermal comfort for evaporative cooling and odor management
  - Removable shoulder pads and optional torso panel inserts increase comfort
  - Fixed position side waist pockets with bungee retention
  - Bellyband for faster donning time while maintaining proper side ballistic overlap

- **PREMIUM QUALITY**
  - Made in the USA using only premium materials
  - Durable 500 Denier CORDURA shell with lightweight pill cut PALS platform using tear resistant laminate fabric with reinforced stitching and loop face at the front and back
  - YKK zippers used throughout
  - Proprietary mesh lining and optional air emission channels wick moisture away while providing additional ventilation

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The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

- Tear resistant laminate fabric with low-profile pill cut PALS webbing

- **MADE IN THE USA**
  - Designed, developed and manufactured in the USA
  - High-production volume capable
  - 60 day lead time

Angel Armor is the only manufacturer in the United States that provides the following unique features in one complete **Truth 308 Premium** ballistic plate system with multiple patents:

- **GROUNDBREAKING**
  - The only ultra lightweight rifle plate on the market with modular threat protection capability
  - Upgrade any Truth Premium base rifle plate with any Truth CSF for elevated protection from handgun, rifle, stab and special threats, including 5.56x45mm M855 (Green Tip).
  - Truth 308 Premium plate is .62" thick, featuring radiused edges to reduce uniform 'printing'
  - Certified to NIJ Standard 0101.06 Level III when worn in conjunction with RISE Level IIIA Premium Armor Package (5x8 plates are tested to NIJ Standards; are not certified)
- **TOUGH & SLEEK**
  - Backface signature exceeds NIJ requirements for listed threat projectiles when tested ICW Angel Armor's Level IIIA soft body armor
  - Truth 308 Premium plate components provide moisture resistance and do not require the use of polyurethane coating or nylon wrapping for a refined aesthetic finish
- **CUSTOMIZABLE**
  - Magnetic, patented SNAP system provides the potential to armor up or down with tiered and modular threat protection
  - Variety of sizes available, including 5x8, 7x9", 8x10", 10x12" and an exclusive 9x11" maximum coverage plate; available in Shooter's Cut and Full Cut for increased mobility and protection (5x8, and 7x9 are only available in Full Cut).
  - Designed to be used ICW RISE body armor but can be used with most soft body armor vests
- **MADE IN THE USA**
  - Designed, developed and manufactured in the USA
  - High-production volume available

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The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

ANGEL ARMOR®

D. FURTHER JUSTIFICATION

If this particular contractor is being used by other departments, what is the connection between the departments? What about that connection between the two or more departments is most advantageous and would further justify bringing this particular contractor on board?

SAMPLE LIST OF AGENCIES PROTECTED BY THE ANGEL ARMOR RISE FLEX CARRIER

Contact Angel Armor for additional references or details on specific references.

PRODUCT REVIEWS FROM CURRENT OFFICERS WEARING THE RISE FAMILY OF PRODUCTS:

- "I was a little skeptical at first because of the weight difference between my old vest and this vest with all the plates in it but once I put the vest on and strapped it up it felt lighter and fit more comfortably than my old vest even with the added weight from all the plates."
- "We struggled with the subject for several minutes on the ground, and again in the ambulance. During that time, my Angel Armor vest never moved or shifted out of place. After the altercation, I never even had to readjust my vest. Furthermore, my vest never hindered my performance and was not even noticeable."
- "As one of the first on scene I was inside the small car lot when the suspect began shooting rifle rounds through the office (trailer) walls. Rounds were hitting cars around us and skipping off the ground. Having this extra layer of protection without having to have wasted time retrieving a "heavy vest" from my car was an amazingly comforting feeling. My trust in your product helped me have a slight comfort during a very dangerous situation."

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The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

SECTION IV

FOR REQUESTOR

Printed Name of Requestor:

Requestor's Signature:

Date:

Printed Name of Requestor's Manager:

Requestor's Manager Signature:

Date:

FOR PROCUREMENT

Printed Name of Procurement Officer:

Procurement Officer's Signature:

Date:

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The Angel Armor name and associated trademarks are the property of Angel Armor, LLC. All other trademarks are the property of their respective owners.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Speed Camera Charges 2025 -Alumint (#5461) (Lanham, MD) $ 504,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Speed_Camera_Charges.pdf	Signed Consent Form
CONSENT_FORM_-_ALTUMINT.pdf	Consent Form
2025__Collections_Contract.docx	Contract
MD_-_Hagerstown_Resolution_-_Automated_Speed_Enforcement_Collection_Services_Jul_25[11][16].pdf	Resolution

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 26, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Speed Camera Charges

Account No: 0110407 5329 CIP Control No. _____

Budget Amount: $433,200.00 Account Balance: $433,200.00 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: Speed Camera Revenue - GF HPD Operating Budget

Quantity	Description	Value
12	Monthly Speed Camera Charges ($3,500 per camera, per month - 12 cameras per month).	$ 504,000.00
	7/1/25 - 6/30/26	
	TOTAL VALUE OF PROJECT $	$ 504,000.00

ABOVE TO BE USED FOR: ~~January, 2025 - December, 2025~~ speed camera charges.

RECOMMENDED VENDOR:

Business Name: Alumint (#5461)

Business Address: 4600 Forbes Boulevard, Suite 203

City/State/Zip: Lanham, Maryland 20706

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Calvert County Contract		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is our annual contract obligation for this program. The funding for this program is covered in our general fund.

Signature / Date 8/13/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date 8/13/25

(3) Chief Financial Officer

COMMENTS

Approve

Signature / Date 8/14/25

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 8/14/25

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Speed Camera Charges

Account No: 0110407 5329 CIP Control No. _____

Budget Amount: $433,200.00 Account Balance: $433,200.00 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: Speed Camera Revenue - GF HPD Operating Budget

Quantity	Description	Value
12	Monthly Speed Camera Charges ($3,500 per camera, per month - 12	$ 504,000.00
	cameras per month).	
	TOTAL VALUE OF PROJECT	$ $ 504,000.00

ABOVE TO BE USED FOR: January, 2025 - December, 2025 speed camera charges.

RECOMMENDED VENDOR:

Business Name: Alumint (#5461)

Business Address: 4600 Forbes Boulevard, Suite 203

City/State/Zip: Lanham, Maryland 20706

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Calvert County Contract		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is our annual contract obligation for this program. The funding for this program is covered in our general fund.

9/13/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQENT ACCOUNTS

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this _____ day of _____, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
C. For payments received by either party as to any delinquent accounts:
    a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
    b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.

B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

IV. PROCEDURE AND REFUNDS

A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.

B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.

C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.	CITY OF HAGERSTOWN, MARYLAND
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF A CONTRACT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING COLLECTIONS SERVICES RELATING TO THE CITY'S AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement 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 continue to be implemented within the City of Hagerstown, in accordance with the Code;

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, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint are parties to Collections Contract dated April 23, 2025 ("Collections Contract");

WHEREAS, the Agreement and Collections Contract both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, attached hereto and incorporated herein is a Contract for Collection Services as to Delinquent Accounts between the City and Altumint. The Contract for Collection Services as to Delinquent Accounts is effective for a one-year period beginning on June 1, 2025 and ending on May 31, 2026, and shall terminate contemporaneously with the ASE Contract between the parties.

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

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Contract for Collection Services as to Delinquent Accounts 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.

R-25-33

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler
Donna K. Spickler, City Clerk

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: William B McIntire
William B. McIntire, Mayor

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

R-25-33

CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQENT ACCOUNTS

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this 25 day of July, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
C. For payments received by either party as to any delinquent accounts:
    a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
    b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.

B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

R-25-33

IV. PROCEDURE AND REFUNDS

A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.

B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.

C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.

By: Jason Norton
(Authorized Signature)

Title: CRO

Name: Jason Norton

Date: July 25, 2025

CITY OF HAGERSTOWN, MARYLAND

By: William B McIntire
(Authorized Signature)

Title: Mayor

Name: William B. McIntire

Date: July 22, 2025

R-25-33

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)

R-25-33

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Firearms and Holsters - Atlantic Tactical (New Cumberland, PA) $ 33,096.25

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Firearms_and_Holsters.pdf	Signed Consent Form
CONSENT_FORM_-_ATLANTIC_TACTICAL.pdf	Consent Form
Atlantic_Tactical_-_Guns_and_Holsters.pdf	Quote
Atlantic_Tactical_-_Firearms.pdf	Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 26, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Glock Model 47 Pistols with Red Dot Sights

Account No: 0110203 5834 and 0110401 5575 CIP Control No. _____

Budget Amount: $80,000 & 25,000 Account Balance: $103,125 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: General Fund Operating Budget

Quantity	Description	Value
30	Glock 47 MOS AMGLO Bold 5.5lb LE-Aimpoint AcroP2 ($910.00 / ea.)	$ 27,300.00
	0110203 5834	
30	Safariland Model 7360RDS 7TS Right Hand Glock 47 ($145.08 / ea.)	$ 4,352.40
5	Safariland Model 7378RDS 7TS Right Hand Glock 47 ($96.57 / ea.)	$ 482.85
5	Safariland Model 6304RDS ALS-SLS Tactical Holster ($192.20 / ea.)	$ 961.00
	0110401 5575	
	TOTAL VALUE OF PROJECT	$ $ 33,096.25

ABOVE TO BE USED FOR: Replacement pistols for the Glock Model 17 (9mm) as the department's authorized duty pistol.

RECOMMENDED VENDOR:

Business Name: Atlantic Tactical

Business Address: 772 Corporate Circle

City/State/Zip: New Cumberland, Pennsylvania 17070

Bid/Proposal/Quote No.: SQ-80823826 Sole Source? X Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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 part of our weapons replacement program. The new weapons utilize a "red dot" optic mounted to this weapon, making it more accurate and safer for the community if it would need to be deployed. ~~This follows the city's purchasing process and funds are from our FY26 general fund.~~

[signature] 9/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

[signature] 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

[signature] 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[signature] 8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Glock Model 47 Pistols with Red Dot Sights

Account No: 0110203 5834 and 0110401 5575 CIP Control No. _____

Budget Amount: $80,000 & 25,000 Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: General Fund

Quantity	Description	Value
30	Glock 47 MOS AMGLO Bold 5.5lb LE-Aimpoint AcroP2 ($910.00 / ea.)	$ 27,300.00
	0110203 5834	
30	Safariland Model 7360RDS 7TS Right Hand Glock 47 ($145.08 / ea.)	$ 4,352.40
5	Safariland Model 7378RDS 7TS Right Hand Glock 47 ($96.57 / ea.)	$ 482.85
5	Safariland Model 6304RDS ALS-SLS Tactical Holster ($192.20 / ea.)	$ 961.00
	0110401 5575	
	TOTAL VALUE OF PROJECT	$ $ 33,096.25

ABOVE TO BE USED FOR: Replacement pistols for the Glock Model 17 (9mm) as the department's authorized duty pistol.

RECOMMENDED VENDOR:

Business Name: Atlantic Tactical

Business Address: 772 Corporate Circle

City/State/Zip: New Cumberland, Pennsylvania 17070

Bid/Proposal/Quote No.: SQ-80823826 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is part of our weapons replacement program. The new weapons utilize a "red dot" optic mounted to this weapon, making it more accurate and safer for the community if it would need to be deployed. This follows the city's purchasing process and funds are from our FY26 general fund.

9/13/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

ATLANTIC TACTICAL™
OUTFITTING AMERICA'S HEROES
772 Corporate Circle, New Cumberland, PA 17070
Phone: 717-774-3339 • 800-781-2677 • FAX: 717-774-4463
REMIT TO: PO Box 109286, Atlanta, GA 30374

SALES QUOTE

SQ-80823826	7/17/2025

Customer

Hagerstown City Police
Accounts Payable
50 N BURHANS BLVD
HAGERSTOWN MD 21740
Tel: (301)-739-8577,(301)-790-3700
Fax: (301)-733-5513

Contact

Ship To

HAGERSTOWN PD
POLICE ADMINISTRATION
ATTN: PO. KRISTY
50 N BURHANS BLVD
HAGERSTOWN MD 21740
Tel: (301)-790-3200
Fax: (301)-733-5513

Account	Terms	Due Date	Account Rep	Schedule Date
HAG1010	NET 30	8/16/2025	Jeff Bridi	7/17/2025

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-80823826	HOSE	GLOCKS	FDX G Ground	1	7/18/2025 8:06:36AM

L	Item	Description	Qty		Price	UM	Discount	Amount
1		MD FIREARMS 001B4600364 EXP 12.20.25						
2		*LOI REQUIRED						
3	GLOPA475S30-002	Glock PA47S302MOS7A2 47 MOS AMGLO BOLD 5.5LB LE-Aimpoint AcroP2	30		$910.00	EA		$27,300.00
4	SDG1324162	Safariland 7360RDS-8972-411 Model 7360RDS 7TS ALS-SLS Mid Ride Duty Holste STX Plain Right Hand Glock 47 Gen5 with Inforce APL - Olight - UPC 781602175876	30		$145.08	EA		$4,352.40
5	SDG1324187	Safariland 7378RDS-8972-411 Model 7378RDS 7TS ALS Concealment Belt Loop-Pa STX Plain Right Hand Glock 47 Gen5 with Inforce APL - Olight - UPC 781602164351	5		$96.57	EA		$482.85
6	SDG1325750	Safariland 6304RDS-8972-131 Model 6304RDS ALS-SLS Tactical Holster STX Tactical Right Hand Glock 47 Gen5 with Inforce APL - Olight - UPC 781602177528	5		$192.2	EA		$961.00

Pricing is valid for 30 days. * Please verify that the part numbers and descriptions are correct before submitting your order. * Restocking fees may apply to returned items. Firearms, ammunition, special order or customized items and certain other products may not be returned. * Many products sold have manufacturer's warranties. For returns related to matters covered by a manufacturer's warranty, please contact the manufacturer directly for instructions to repair or replace your product. We do not augment or supplement the manufacturer warranty. * Prices on this quotation assume payment with cash or check.

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$33,096.25
Total	$33,096.25
Balance	$33,096.25

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600364 **PRINT DATE:** 04/29/24 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:	**REFER QUESTIONS TO:**
ATLANTIC TACTICAL 763 CORPORATE CIR NEW CUMBERLAND, PA 17070 (800)781-2677	ENAYATULLAH RAYHAN (410)767-5139 ENAYATULLAH.RAYHAN@MARYLAND.GOV

ITB:	**EXPR DATE:** 06/20/25 **POST DATE:** 04/17/24	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** .00

TERMS:

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

MODIFICATION #2: ADDED LINE #36 TO CONTRACT.
****
MODIFICATION #1: ADDED LINE#35 TO CONTRACT.
****

****
****
MARYLAND STATEWIDE
POLICE FIREARMS CONTRACT
****
****

``

THIS IS THE FINAL RENEWAL OPTION.

OPTION FINAL TERM: JUNE 19, 2024 THROUGH JUNE 20, 2025, WITH THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS AND PRICE.

THERE ARE NO REMAINING OPTIONS LEFT UNDER CONTRACT 001B0600482.
VENDOR CONTACT: EMMA YEAGER

VENDOR PHONE: 301.741.1252

VENDOR FAX: 717.774.4463

VENDOR E-MAIL: EMMA.YEAGER@ATLANTICTACTICAL.COM

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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TERMS (cont'd):

BASE TERM: THREE (3) YEAR CONTRACT WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS.

BASE YEARS: JUNE 19, 2020 - JUNE 20, 2023
OPTION YEAR ONE: JUNE 19, 2023 - JUNE 20, 2024
OPTION YEAR TWO: JUNE 19, 2024 - JUNE 20, 2025

DELIVERY:

ALL DELIVERIES AND PICK-UPS SHALL BE COORDINATED WITH THE APPROPRIATE AGENCY AND DISCUSSED WITH THE APPROPRIATE QUARTERMASTER OR QUARTERMASTER SUPERVISOR. AGENCY WILL NOT ACCEPT DELIVERIES NOT NOT APPROVED BY THE APPROPRIATE SUPERVISOR. SYSTEMS SHALL BE DELIVERED F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, WITHIN SIX (6) WEEKS OF RECEIPT OF AN AUTHORIZED PURCHASE ORDER.

ALL WEAPON MUST BE DELIVERED TO THE REQUESTING AGENCY WITHIN 90 DAYS EXPECT CLASS 1 WEAPON WHICH MUST BE DELIVERED WITHIN 180 DAYS.

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

WARRANTY:

CONTRACTOR SHALL PROVIDE THE MANUFACTURERS STANDARD WARRANTY FOR ALL COMPONENTS AND EQUIPMENT AGAINST DEFECTS FOLLOWING ACCEPTANCE BY BY THE USING AGENCY. WITHIN THE WARRANTY PERIOD, THE CONTRATOR SHALL GUARANTEE TO REPAIR AND/OR REPLACE ALL EQUIPMENT AS A RESULT OF DEFECTIVE MATERIAL AND COVER ONE HUNDRED PERCENT (100%) PARTS, LABOR AND SHIPPING. THE USING AGENCY SHALL NOT BE REQUIRED TO DEAL WITH WARRANTY ISSUES WITH ANYONE OTHER THAN THE AUTHORIZED DEALER OR MANUFACTURER.

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

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

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

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

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

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

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

(1)A COUNTY OR BALTIMORE CITY;
(2)A MUNICIPAL CORPORATION;
(3)A GOVERNMENTAL AGENCY IN THE STATE;
(4)A PUBLIC OR QUASI-PUBLIC AGENCY THAT:
    (I) RECEIVES STATE MONEY; AND
    (II)IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE;
(5)A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:
    (I) EITHER HAS BEEN ISSUED A CERTIFICATE OF APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND
    (II)IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE; OR

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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TERMS (cont'd):

(6)A NON-PUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ARTICLE.
(A) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTIONOF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.
(B) THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.
(7) ANOTHER STATE OR AN AGENCY OR OTHER INSTRUMENTALITY OF ANOTHER STATE.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

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

THE DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER $50,000" AND ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION # 001IT821092 / BPM017241 INCORPORATED HEREIN BY REFERENCE.

LINE #	STATE ITEM ID	U/M	UNIT COST		
0001	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK SIGHTS- AMERI-GLOW OPTION ADD ON FOR GEN 5 GLOCK
19% DISCOUNT OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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LINE #	STATE ITEM ID	U/M	UNIT COST		

0002 68004 CS

AMMUNITION

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR ANY GLOCK PISTOL GEN 4 OR GEN 5.
23% DISCOUNT OFF MSRP

0004 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES.
38% DISCOUNT OFF MSRP

0005 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SMITH AND WESSON PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES AND SMITH WESSON NIGHT SIGHTS
38% DISCOUNT OFF MSRP

0006 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LAW ENFORCEMENT MAGAZINES FOR SMITH AND WESSON PISTOLS.
31% DISCOUNT OFF MSRP

0007 68052 EA

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600364 **PRINT DATE:** 04/29/24 **PAGE:** 06

LINE #	STATE ITEM ID	U/M	UNIT COST		

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SAFARILAND HOLSTERS
38% DISCOUNT OFF MSRP

0008 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL BLACKHAWK HOLSTER
42% DISCOUNT OFF MSRP

0009 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE
42% DISCOUNT OFF MSRP

0010 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SUREFIRE WEAPON MOUNTED ILLUMINATION DEVICE
31% DISCOUNT OFF MSRP

0011 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL EOTECH WEAPON MOUNTED SIGHT
25% DISCOUNT OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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LINE #	STATE ITEM ID	U/M	UNIT COST		

0012 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL AIMPOINT WEAPON MOUNTED SIGHT
12% DISCOUNT OFF MSRP

0013 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL LWRC RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
4% DISCOUNT OFF MSRP

0014 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL COLT RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
4% DISCOUNT OFF MSRP

0015 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL REMINGTON RIFLE WITH ONE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
28% DISCOUNT OFF MSRP

0016 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600364 **PRINT DATE:** 04/29/24 **PAGE:** 08

LINE #	STATE ITEM ID	U/M	UNIT COST		

HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL LWRC RIFLE
1% DISCOUNT OFF MSRP

0017 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

HIGH CAPACITY LAW ENFORCEMENT MAGAZINES FOR ANY MODEL COLT RIFLE
3% DISCOUNT OFF MSRP

0018 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

OTHER ACCESSORIES, PARTS AND REPAIR FOR FIREARMS
5% DISCOUNT OFF MSRP

0019 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY REMINGTON SHOTGUN WITH RIFLED SIGHTS
28% DISCOUNT OFF MSRP

0020 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON SHOTGUN ACCESSORIES
18% DISCOUNT OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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LINE #	STATE ITEM ID	U/M	UNIT COST		
0021	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STREEAMLIGHT WEAPON MOUNTED ILLUMINATION DEVICE
48% DISCOUNT OFF MSRP

0022	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL VORTEX OPTICS WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
27% DISCOUNT OFF MSRP

0023	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL SIG SAUER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
29% DISCOUNT OFF MSRP

0024	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ROYAL REMINGTON 870 EXPRESS BREACHING SHOTGUN
29% DISCOUNT OFF MSRP

0025	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

RIFLE CONVERSION BOLT: ULTIMATE TRAINING MISSION M16/M4 RIFLE BOLT

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

LINE #	STATE ITEM ID	U/M	UNIT COST		

CARRIE ASSEMBLY; FORCE ON FORCE M4/M16.56MM
1% DISCOUNT OFF MSRP

0026 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

RIFLE CONVERSION BOLT: FORCE ON FORCE M4/M16.56MM
1% DISCOUNT OFF MSRP

0027 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

PISTOL CONVERSION KIT : UTM 5 GLOCK® 17/22 MMR KITS
1% DISCOUNT OFF MSRP

0028 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

REMINGTON RIFLE ACCESSORIES
5% DISCOUNT OFF MSRP

0029 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

ANY MODEL STEINER WEAPON MOUNTED SIGHT NO SUBSTITUTIONS
7% DISCOUNT OFF MSRP

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

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LINE #	STATE ITEM ID	U/M	UNIT COST		
0030	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL- ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0031	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

GLOCK PISTOL WITH NIGHT SIGHT - ANY MODEL GEN 4 OR GEN 5 GLOCK PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0032	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER- ANY MODEL SIG SAUER PISTOL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

0033	68052	EA			

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER PISTOLS WITH NIGHT SIGHT - ANY MODEL WITH THREE HIGH CAPACITY LAW ENFORCEMENT MAGAZINES
0% DISCOUNT OFF OF MSRP LIST PRICE

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B4600364 **PRINT DATE:** 04/29/24 **PAGE:** 12

LINE #	STATE ITEM ID	U/M	UNIT COST		

0034 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

SIG SAUER RIFLES - ANY MODEL RIFLES WITH ONE MAGAZINE
0% DISCOUNT OFF OF MSRP LIST PRICE

0035 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS

WINCHESTER AMMUNITION AT 44% OFF MSRP UNTIL JANUARY 2023 WHEN A NEW PR
ICE LIST IS PUBLISHED.

0036 68052 EA

GUNS, PISTOLS, RIFLES, AND SHOTGUNS
WINCHESTER RIFLES-ANY MODEL RIFLES WITH ONE MAGAZINE 44% DISCOUNT OFF
OF MSRP LIST PRICE.

END OF ITEM LIST

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

AUTHORIZED BY: Mike Myers **DATE:** 5/2/24

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annual Software Maintenance Agreement for the HPD Police Mobile - Keystone Public Safety, Inc. (Palm Beach Gardens, FL) $ 129,633.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Annual_Software_Maintenance_-_Police_Mobile.pdf	Signed Consent Form
CONSENT_FORM_-_KEYSTONE_PUBLIC_SAFETY.pdf	Consent Form
KEYSTONE_INVOICE.pdf	Quote
Keystone_Public_Safety.pdf	Sole Source

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 25 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Annual Software Maintenance Agreement

Account No: 0110003 5378 CIP Control No. _____

Budget Amount: $431,862.00 Account Balance: $~~421,066.17~~ 413555 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: General Fund Operating Line Budget

Quantity	Description	Value
1	Annual Software Maintenance Agreement for the HPD Police Mobile	$ 129,633.00
	TOTAL VALUE OF PROJECT $	$ 129,633.00

ABOVE TO BE USED FOR: To retain required software licenses and provide maintenance for same.

RECOMMENDED VENDOR:

Business Name: Keystone Public Safety, Inc.

Business Address: 1400 Barlow Court

City/State/Zip: Palm Beach Gardens, Florida 33410

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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 is our annual software maintenance purchase for the police reporting and records system that we share with the County. Funding comes from our FY26 general fund.

Signature / Date 8/13/25

Signature / Date 8/13/25

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date 8/13/25

(3) Chief Financial Officer

COMMENTS

Approve

Signature / Date 8/14/25

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 8/18/25

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

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Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Annual Software Maintenance Agreement

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Chy Paul 9/13/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Keystone
Public Safety, Inc.

Invoice

Date	Invoice #
7/1/2025	5348

1400 BARLOW COURT
PALM BEACH GARDENS, FL 33410

Bill To
HAGERSTOWN POLICE DEPARTMENT 50 NORTH BURHAMS BLVD HAGERSTOWN, MD 21740

P.O. No	Terms
	Net 30

Quantity	Description	Rate	Amount
1	Software Maint: 07/01/2025-06/30/2026	0.00	0.00
1	AVL Admin	1,137.00	1,137.00
1	Application Developer	1,447.00	1,447.00
1	CAD (2 Users)	4,004.00	4,004.00
1	COPLOGIC Reporting Interface	4,155.00	4,155.00
1	ETIX/RMS Import	1,240.00	1,240.00
1	Fire Mobile	207.00	207.00
1	KEYPIC	1,209.00	1,209.00
1	KeyMap (8 Users)	1,601.00	1,601.00
1	KeyMap Mobile (59 Users)	3,846.00	3,846.00
1	Keystone Client (25 Users)	1,933.00	1,933.00
1	Keystone RT	6,744.00	6,744.00
1	Laserfiche Interface	3,559.00	3,559.00
1	OS Support (34 Users)	1,190.00	1,190.00
1	Police Mobile CAD Interface	2,935.00	2,935.00
1	Police Mobile Client S/N kps (101 Users)	28,181.00	28,181.00
1	Police Mobile Desktop S/N kps (34 Users)	28,439.00	28,439.00
1	Police Mobile E-Tix Interface	2,831.00	2,831.00
1	Police Mobile FRW Interface	4,810.00	4,810.00
1	Police Mobile MILES/NCIC Interface	2,831.00	2,831.00
1	Police Mobile Options	8,644.00	8,644.00
1	RMS (20 Users)	11,653.00	11,653.00
1	Web Client (7 Users)	559.00	559.00
1	Web Client Mobile (29 Users)	2,693.00	2,693.00
1	Quetel Interface	963.00	963.00
1	Web Client Server	2,822.00	2,822.00
		Total	**$129,633.00**

Keystone
Public Safety, Inc.

Hagerstown Police Department
50 North Burhans Boulevard
Hagerstown, MD 21740

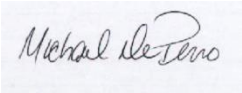
August 3, 2017

To Purchasing Department:

This letter has been written to confirm that Keystone Public Safety, Inc. software, including all add-on software modules and interfaces, is a sole source product. The software is manufactured, sold and distributed exclusively by Keystone Public Safety, Inc., Maple Shade, NJ.

Keystone Public Safety, Inc. maintains all copyright privileges for their products and these products, including annual maintenance support, interfaces and upgrades must be purchased directly from the company. There are no agents or dealers authorized to represent these products and no division of Keystone has any right of sub-license to make a similar or competing product.

Regards,



Michael DePerro
President

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Ammunition - The Gun Shop (#11537) (Vincentown, NJ) $ 21,252.20

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Ammunition.pdf	Signed Consent Form
CONSENT_FORM_-_THE_GUN_SHOP.pdf	Consent Form
The_Gun_Shop_-_Ammunition.pdf	Quote
MD_BPO_001B9400284_9.30.25.pdf	Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 25, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Ammunition

Account No: 0110203 5541 CIP Control No. _____

Budget Amount: $ 55,000 Account Balance: $ 55,000 Unbudgeted Amount: $ _____

Fiscal Year: 2026 Source of Funds: General Fund Operating Budget

Quantity	Description	Value
20	Federal, Pistol Cartridges, 9mm Luger 147 Gr FMJ ($244.99 / each)	$ 4,899.80
20	Federal, Rifle Cartridges, 223 Rem 62 Gr FMJ BT ($266.80 / each)	$ 5,336.00
10	Federal, Pistol Cartridge, HST 9mm 147 Gr HST HP ($414.71 / each)	$ 4,147.10
20	Federal, Rifle Cartridges, 223 REM 64 Gr SP Tactical ($343.48 / each)	$ 6,869.60
	TOTAL VALUE OF PROJECT	$ 21,252.50

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: The Gun Shop (#11537)

Business Address: 60 Main Street #D

City/State/Zip: Vincentown, New Jersey 08088-8870

Bid/Proposal/Quote No.: 20525 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

(1) Department Director and Division Manager

COMMENTS This purchase is for our annual restocking of ammunition. This is a state contract purchase. Funding is from our FY26 general fund.

Chad Paul 8/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fox 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Ammunition

Account No: 0110203 5541 CIP Control No. _____

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Fiscal Year: 2026 Source of Funds: General

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ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: The Gun Shop (#11537)

Business Address: 60 Main Street #D

City/State/Zip: Vincentown, New Jersey 08088-8870

Bid/Proposal/Quote No.: 20525 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is for our annual restocking of ammunition. This is a state contract purchase. Funding is from our FY26 general fund.

Chief Paul 9/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

QUOTE

THE GUN SHOP

Quote # 20525

60 Main Street #D
Vincentown, NJ 08088-8870
609/859-1997 Fax 609/859-3099
E Mail: info@policeammo.com

N.J. Retail #2101
FFL #8 22 005 01 4F 01103

EIN 22-2167890

Quote To	Ship To
Hagerstown Police Department Police Administration kcarroll@hagerstownpd.org 50 North Burhans Blvd Hagerstown, MD 21740	Hagerstown Police Department Terry Hose 50 North Burhans Blvd Hagerstown, MD 21740

Delivery	Salesperson	Terms	Shipped Via	F.O.B.	Date
Best Way	Joe	Net 30	Drop	Destination	7/23/2025

Quantity	Item	Description	Unit Price	Amount
20.00	AE9FP	Federal, Pistol Cartridges, American Eagle 9mm Luger 147 Gr FMJ (20.00 Cases) (400 Boxes) (20000 Rounds)	$244.99	$4,899.80
20.00	AE223N	Federal, Rifle Cartridges, American Eagle 223 Rem 62 Gr FMJ BT (20.00 Cases) (500 Boxes) (10000 Rounds)	$266.80	$5,336.00
10.00	P9HST2	Federal, Pistol Cartridge, HST 9mm 147 GR HST HP (10.00 Cases) (200 Boxes) (10000 Rounds)	$414.71	$4,147.10
20.00	T223L	Federal, Rifle Cartridges 223 REM (5.56x45) 64 gr. SP Tactical Rifle Ur (20.00 Cases) (500 Boxes) (10000 Rounds)	$343.48	$6,869.60

Total Due $21,252.50

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284 **PRINT DATE:** 05/29/25 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:	**REFER QUESTIONS TO:**
GUN SHOP 60 MAIN ST STE D VINCENTOWN, NJ 08088 (609)859-1997 EXT 1	MATTHEW SMITH (410)767-3039 MATTHEW.SMITH2@MARYLAND.GOV

ITB:	**EXPR DATE:** 09/30/25 **POST DATE:** 12/13/18	**DISCOUNT TERMS:** . NET 30 DAY **CONTRACT AMOUNT:** .00

TERMS:

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

****

STATEWIDE CONTRACT
FOR
AMMUNITION

****

AMEND #12 - CONTRACT EXTENDED THROUGH 10/01/25 UNDER SAME T&C'S; SEE A TTACHED FOR LATEST PRICING

REQUIREMENTS CONTRACT FOR SUPPLYING THE USING AUTHORITY WITH THEIR NEED FOR THE FOLLOWING ITEM(S) FOR THE CONTRACT PERIOD SPECIFIED BELOW.

RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITY ON AN "AS-REQUIRED" BASIS.

THIS IS THE LAST RENEWAL ON THIS CONTRACT AT THE UNILATERAL DISCRETION OF THE STATE.

CONTRACT PERIOD: ONE YEAR FROM DATE OF AWARD - 01/2/2020.

VENDOR CONTACT : BETH HALUSZKA (INFO@POLICEAMMO.COM)
GEORGE PETRONIS (GPETRONIS@POLICEAMMO.COM)
VENDOR NUMBER : 609-859-1997

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

CONTRACT TERMINATION: CONTRACTS SHALL REMAIN IN EFFECT FOR THE TIME PERIOD SPECIFIED UNLESS THE CONTRACT IS TERMINATED BY THE DEPARTMENT OF GENERAL SERVICES. THE DEPARTMENT MAY TERMINATE ANY CONTRACT WITHOUT SHOWING CAUSE UPON 30 DAYS WRITTEN NOTICE.

A USAGE REPORT SHALL BE FURNISHED BY THE GUN SHOP EVERY NINETY (90) DAYS DETAILING THE PURCHASE OF ALL ITEMS ON THE CONTRACT. THE FORMAT OF SUBMISSION (E.G. EXCEL) SHALL BE AT THE VENDOR'S DISCRETION PROVIDED THAT, AT A MINIMUM, THE REPORT REFLECTS THE CONTRACT NUMBER, CONTRACT ITEM NUMBER, THE DOLLAR VOLUME PURCHASED OF EACH ITEM, AGENCY IDENTIFICATION AND THE CONTRACT TOTAL. ANY EXCEPTION TO THIS MANDATORY REQUIREMENT MAY RESULT IN CANCELLATION OF THE AWARD. FAILURE TO PROVIDE THE REPORT WITH THE MINIMUM REQUIRED INFORMATION MAY ALSO NEGATE ANY CONTRACT EXTENSION CLAUSES.

PROCESSING FEE:

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

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE SENT VIA E-MAIL TO THE PROCUREMENT OFFICER AS WELL AS
   AWAWU SALAKO VIA E-MAIL AT AWAWU.SALAKO@MARYLAND.GOV

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

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

TERMS (cont'd):

MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

(1) A COUNTY OR BALTIMORE CITY;
(2) A MUNICIPAL CORPORATION;
(3) A GOVERNMENTAL AGENCY IN THE STATE;
(4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

(I) RECEIVES STATE MONEY; AND
(II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C)(3) OF THE INTERNAL REVENUE CODE:

(5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

(I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

(II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C)(3) OF THE INTERNAL REVENUE CODE:
OR

(6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION AFTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT.

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSTITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

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BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284 **PRINT DATE:** 05/29/25 **PAGE:** 04

TERMS (cont'd):

THE VENDOR/CONTRACTOR HAS TEN (10) CALENDAR DAYS FROM THE DATE OF THE AWARD TO INITIATE THE PROCESS OF PUTTING THEIR ONLINE ECATALOG OF CONTRACT ITEMS ON THE EMARYLAND MARKETPLACE. FAILURE BY THE VENDOR/CONTRACTOR TO DO SO, INCORPORATIONG THE TERMS AS LISTED ABOVE AND OTHERWISE COMPLYING WITH THE CONTRACT, WILL BE CAUSE TO REASSESS THE CONTRACT WITH THE VENDOR/CONTRACTOR AND MAY RESULT IN DEFAULT OF THE CONTRACT AND/OR BREACH OF THE CONTRACT, AND COULD RESULT IN TERMINATION OF THE CONTRACT FOR DEFAULT.

ALL COSTS AND EXPENSES OF COMPLYING WITH THIS PROVISION SHALL BE BORNE BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE STATE.

FOR ADDITIONAL INFORMATION CONCERNING EMARYLAND MARKETPLACE, PLEASE CONTACT EMMA.HELPDESK@MARYLAND.GOV

CONTRACT VALUE ESTIMATION: CONTRACT QUANTITY AND VALUE IS ESTIMATED AT $100,000.00 AND SHOULD NOT BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. THE CONTRACT SHALL BE FOR THE ACTUAL NEEDS OF THE AGENCY AND MAY VARY APPRECIABLY FROM THE STATED ESTIMATE(S). RELEASES SHALL BE MADE AS REQUESTED BY THE USING AUTHORITIES ON AN "AS-REQUIRED" BASIS.

CONTRACT ACCEPTANCE: THE BLANKET PURCHASE ORDER (BPO) ISSUED AS A RESULT OF THE INVITATION TO BID (ITB #001IT819618) AND ANY SUBSEQUENT AMENDMENTS, MODIFICATIONS, OR OPTIONS ISSUED RELEVANT TO THE ITB OR BPO, SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS, AND SPECIFICATIONS ISSUED WITH THE ITB (#001IT819618) AND ARE INCORPORATED HEREIN AND MADE A PART OF THIS BPO.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B9400284 **PRINT DATE:** 05/29/25 **PAGE:** 05

LINE #	STATE ITEM ID	U/M	UNIT COST		
0001	68004	CS	50,000.0000		

AMMUNITION
AMMUNITION - REMINGTON - 28% DISCOUNT ON LOT PRICING PER QUOTE SUBMITTED BY PAULA LEDDY (PLEDDY@POLICEAMMO.COM) AND SIGNED OFF BY GEORGE PETRONIS ON 8/28/2014.

0002	68004	CS	50,000.0000		

AMMUNITION
AMMUNITION - FEDERAL - 25% DISCOUNT ON LOT PRICING PER QUOTE SUBMITTED BY PAULA LEDDY (PLEDDY@POLICEAMMO.COM) AND SIGNED OFF BY GEORGE PETRONIS ON 8/28/2014.

END OF ITEM LIST

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

AUTHORIZED BY: Matthew Smith Procurement Officer **DATE:** 5/29/25

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
One 2025 Ford Interceptor AWD ($ 45,800.00), One 2025 Ford Interceptor AWD ($ 48,800.00), and One Ford Expedition ($ 63,700.00) - Keystone Ford (Chambersburg, PA) Total - $ 158,300.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-__2_Ford_Interceptors_and_1_Ford_Expedition.pdf	Signed Consent Form
CONSENT_FORM_-_KEYSTONE_FORD.pdf	Consent Form
2025_Interceptor_Proposal_C25023.pdf	Quote - C25023
2025_Expedition_Max_Proposal.pdf	Quote - Expedition
2025_Interceptor_Proposal_C25027.pdf	Quote - C25027

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 26, 2025 Special Session Date: _____

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

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (2) 2025 Ford Interceptors and (1) 2025 Ford Expedition

Account No: 4510000 5842 CIP Control No. C0129 (2)

Budget Amount: $520,000 Account Balance: $319,310 Unbudgeted Amount: $_____

Fiscal Year: 2026 Source of Funds: CIP - GF Transfers

Quantity	Description	Value
1	2025 Ford Interceptor AWD	$ 45,800.00
1	2025 Ford Interceptor AWD	$ 48,800.00
1	2025 Ford Expedition	$ 63,700.00
	TOTAL VALUE OF PROJECT	$ 158,300.00

ABOVE TO BE USED FOR: Patrol Use

RECOMMENDED VENDOR: Business Name: Keystone Ford

Business Address: 301 Walker Road

City/State/Zip: Chambersburg, Pennsylvania 17201

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
The Interceptors are in stock and on the lot. ~~The Expedition is being purchased under CoStars pricing.~~		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

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

Chris Rawl 8/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Beach 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

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

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Fiscal Year: 2026 Source of Funds: CIP

Quantity	Description	Value
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Business Address: 301 Walker Road

City/State/Zip: Chambersburg, Pennsylvania 17201

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
The Interceptors are in stock and		
on the lot. The Expedition is being		
purchased under CoStars pricing.		

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

(1) Department Director and Division Manager

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

Chief Powell 9/13/22

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023

Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: HagPD1
Date: 07/30/2025

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs

Dimensions

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

Powertrain

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

Fuel Economy and Emissions

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

Suspension and Handling

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

Driveability

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

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

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Body Exterior

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

Convenience

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

Comfort

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

Seats and Trim

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

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

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

Entertainment Features

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

Lighting, Visibility and Instrumentation

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

Technology and Telematics

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

Safety and Security

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

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

Dimensions

General Weights

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

Trailering Weights

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

Off Road

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

Exterior Measurements

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

Interior Measurements

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

Interior Volume

Total passenger volume	118.0 cu.ft.

Headroom

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

Legroom

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

Shoulder Room

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Shoulder room first-row 61.8" | Shoulder room second-row 61.3"

Hip Room

Hip room first-row 59.3" | Hip room second-row 59.1"

Powertrain

Engine

* **Engine 3.3L V-6 gasoline direct injection, DOHC, variable valve control, engine with 285HP**
Valves per cylinder 4
Engine cylinders V-6 | Engine location Front mounted engine
Ignition Spark ignition system | Engine mounting direction Longitudinal mounted engine
Engine block material Iron engine block | Cylinder head material Aluminum cylinder head

Engine Specs

Displacement 3.3L | cc 204 cu.in.
Bore 3.56" | Stroke 3.41"
Compression ratio 12.0

Engine Power

Horsepower 285 HP@6500 RPM | Torque 260 lb.-ft.@4000 RPM

Alternator

* **Alternator amps 250A** | * **Alternator type Regular duty alternator**

Battery

Battery amps 92Ah | Battery type HD lead acid battery
Battery rating 850CCA

Engine Extras

Engine cooler Engine oil cooler | Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic | Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission | Lock-up transmission Lock-up transmission
First gear ratio 4.696 | Second gear ratio 2.985
Third gear ratio 2.146 | Fourth gear ratio 1.769
Fifth gear ratio 1.52 | Sixth gear ratio 1.275
Reverse gear ratio 4.866 | Seventh gear ratio 1
Eighth gear ratio 0.854 | Ninth gear ratio 0.689
Tenth gear ratio 0.636 | Selectable mode transmission Selectable mode transmission
Transmission oil cooler Transmission oil cooler

Drive Type

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

4WD type ..... Automatic full-time AWD
Drive type ..... All-wheel drive

Drivetrain

Axle ratio 3.73

Exhaust

Tailpipe ..... Stainless steel dual exhaust

Fuel

Fuel type ..... regular unleaded

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler
* **Fuel tank capacity** ..... **21.40 gal.**

Drive Feature

Traction control ..... All-speed ABS and driveline traction control
Locking hub control ..... Permanent locking hub control

Provisions

Provisions ..... Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type

Emissions

Emissions ..... ULEV II emissions
Emissions tiers ..... Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

* **Additional fuel types** ..... **E85 additional fuel types**

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension
Front shock absorbers ..... Gas-pressurized front shock absorbers
Rear shock absorbers ..... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
Ventilated brakes ..... Front and rear ventilated disc brakes
ABS brakes ..... Four channel ABS brakes
ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear coil springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Rear anti-roll ..... Rear anti-roll bar
Suspension type rear ..... Multi-link rear suspension
Suspension ride type rear ..... Independent rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type ..... Rack-pinion steering
Steering type number of wheels ..... 2-wheel steering system

Exterior

Front Wheels

Front wheels diameter ..... 18"
Front wheels width ..... 8"

Rear Wheels

Rear wheels diameter ..... 18"
Rear wheels width ..... 8"

Front And Rear Wheels

Appearance ..... black
Material ..... steel

Front Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

Rear Tires

Aspect 60
Diameter ..... 18"
Sidewalls ..... BSW
Speed ..... W
Tread ..... AS
Type ..... P
Width 255mm

Body Exterior

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Trailering

Towing class: Class III tow rating
Towing hitch: Trailer hitch
Towing wiring harness: Trailer wiring harness

Exterior Features

Number of doors: 4 doors
* **Skid plate: 1 underbody skid plate**
* **License plate front bracket: Front license plate bracket**

Body

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

Mirrors

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

Spare Tire

Spare tire: Full-size spare tire with steel wheel
Spare tire location: Spare tire mounted under the cargo floor

Aerodynamics

Spoiler: Rear lip spoiler

Wheels

Wheel covers: Wheel hub covers

Convenience

Door Locks

Door locks: Power door locks
Keyfob door locks: Keyfob activated door locks
Tailgate control: Power tailgate/rear door lock

Cruise Control

Cruise control: Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror: Day/Night rearview mirror

Exterior Mirrors

Door mirrors: Power door mirrors
Folding door mirrors: Manual folding door mirrors

Front Side Windows

First-row windows: Power first-row windows

Overhead Console

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Cargo Features

Cargo tie downs ..... Cargo area tie downs
Cargo light ..... Cargo area light

Cargo Trim

Cargo floor type ..... Carpet cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Power cargo area access release

Rear Windshield

Rear window defroster ..... Rear window defroster
Rear windshield ..... Fixed rear windshield
Rear windshield wipers ..... Yes rear windshield wipers
Heated wiper area ..... Heated rear wiper park

Storage

Door bins front ..... Driver and passenger door bins
Number of beverage holders ..... 2 beverage holders
Glove box ..... Locking glove box
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows
Third-row windows ..... Fixed third-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power

Comfort

Climate Control

Climate control ..... Automatic climate control
Dual-zone front climate control ..... Dual-zone front climate control
Cabin air filter ..... Cabin air filter
Rear climate control ..... Rear climate control system

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Rear under seat ductsRear under seat climate control ducts

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Door Trim

Door panel insert ..... Metal-look door panel insert

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic .. Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls
Height adjustable driver seat Power height adjustable driver seat
Driver seat fore/aft control .. Power driver seat fore/aft control
Driver seat cushion tilt .. Power driver seat cushion tilt
Passenger seat direction Front passenger seat with 8-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat .. Power reclining passenger seat
Height adjustable passenger seat ..... Power height adjustable control passenger seat
Passenger seat fore/aft control Power passenger seat fore/aft control
Passenger seat cushion tilt .... Power passenger seat cushion tilt
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ... Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats 35-30-35 folding rear seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position .. Fold forward rear seatback
Rear head restraints Height adjustable rear seat head restraints

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Rear head restraint control ... Manual rear seat head restraint control
Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ... Driver seat with 2-way power lumbar
Front passenger lumbar ... Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery ... Cloth front seat upholstery
Front seatback upholstery ... Vinyl front seatback upholstery

Interior Accents

Interior accents ... Metal-look interior accents

Gearshifter Material

Gearshifter material ... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ... Primary touchscreen display
Number of first-row displays ... 1 total number of 1st row displays
Primary display size ... 8 inch primary display

Radio Features

Aux input jack ... Auxiliary input jack
External memory ... External memory control
Seek scan ... Seek scan

Speakers

Speakers ... Standard grade speakers
Speakers number ... 4

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls
Speed sensitive volume ... Speed sensitive volume
Voice activated audio ... Voice activated audio controls
Wireless streaming ... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer
Instrumentation display ... Digital/analog instrumentation display

Instrumentation Displays

Speedometer ... Redundant digital speedometer
Driver information center ... Driver information center
Clock ... Digital clock

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

Instrumentation Gauges

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

Instrumentation Warnings

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

Glass

- Tinted windows ..... Deep tinted windows

Headlights

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

Front Windshield

- Wipers ..... Variable intermittent front windshield wipers
- Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

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

Lights

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

Technology and Telematics

Connectivity

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

Internet Access

- Internet access ..... Fleet Telematics Modem selective service internet access

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Selected Equip & Specs (cont'd)

USB Ports

USB ports . . . . . 2 USB ports

Safety and Security

Airbags

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

Seatbelts

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

Security System

Vehicle tracker . . . . . Fleet Telematics Modem vehicle tracker
Security system . . . . . Security system

Active Driving Assistance

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

Cameras

Rear camera . . . . . Rear camera with washer

Traction Control

Electronic stability control . . . Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors . . . . . Reverse Sensing System rear parking sensors

Occupant Safety

Child door locks . . . Manual rear child safety door locks

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Warranty

Standard Warranty

Basic Warranty

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

Powertrain Warranty

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

Corrosion Perforation

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

Roadside Assistance Warranty

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

Hybrid/Electric Components Warranty

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

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/30/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	$49,515.00
500A	Order Code 500A *Includes:* *- 3.73 Axle Ratio* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
99B	Engine: 3.3L V6 Direct-Injection *(136-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.*	-$2,330.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
STDAX	3.73 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
153	Front License Plate Bracket	N/C
51T	Driver Only LED Bulb Spot Lamp (Whelen)	$420.00
76D	Underbody Deflector Plate *Engine and transmission shield.*	$340.00
68G	Rear-Door Controls Inoperable *Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.*	$80.00
60R	Noise Suppression Bonds (Ground Straps)	$100.00
FLADCR	Fleet Advertising Credit	$0.00
425	50-State Emissions System Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	STD
UJ_02	Sterling Gray Metallic	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C

SUBTOTAL	$48,125.00
Destination Charge	$1,595.00
TOTAL	$49,720.00

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/30/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25023 | Quote ID: HagPD1

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$49,515.00
Options	-$1,390.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$49,720.00

Pre-Tax Adjustments

Code	Description	MSRP
6	Discount	-$3,920.00
Total		$45,800.00

Customer Signature

Acceptance Date

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Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530

Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: HagPD7
Date: 07/11/2025

2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs

Dimensions

- Conventional Capacity: 9,000 lbs.
- GCWR: 15,600 lbs.
- Vehicle body length: 221.7"
- Vehicle body width: 80.0"
- Vehicle body height: 78.0"
- Wheelbase: 131.5"
- Front track: 68.1"
- Rear track: 67.8"
- Interior rear cargo volume: 36.1 cu.ft.
- Interior rear cargo volume with seats folded: 75.4 cu.ft.
- Max interior rear cargo volume: 123.1 cu.ft.
- Total passenger volume: 175.0 cu.ft.
- Headroom first-row: 41.8"
- Headroom second-row: 40.0"
- Headroom third-row: 37.4"
- Leg room first-row: 43.9"
- Leg room second-row: 41.1"
- Leg room third-row: 36.5"
- Shoulder room first-row: 64.9"
- Shoulder room second-row: 64.8"
- Shoulder room third-row: 64.2"
- Hip room first-row: 62.3"
- Hip room second-row: 62.3"
- Hip room third-row: 51.4"

Powertrain

- Spark ignition system
- 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
- Engine cylinders: V-6
- Horsepower: 400 HP@5200 RPM
- Torque: 480 lb.-ft.@3300 RPM
- **Heavy-duty radiator**
- Auto stop-start engine
- Driver selectable drivetrain mode
- 10-speed automatic
- Part and full-time 4WD
- Four-wheel drive
- Two-Speed Transfer Case
- Selectable Terrain Modes
- Recommended fuel: regular unleaded
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- LEV3-ULEV50 emissions

Suspension and Handling

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

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes
- 4-wheel antilock (ABS) brakes
- Four channel ABS brakes
- Electronic parking brake
- Automatic post-collision braking system
- Automatic brake hold
- Brake assist system
- Hill Descent Control
- Hill Start Assist
- Independent front suspension
- Double wishbone front suspension

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

- Front anti-roll bar
- Independent rear suspension
- Multi-link rear suspension
- Electric power-assist steering system
- Driver selectable steering effort
- Front coil springs
- Rear anti-roll bar
- Speed sensitive power steering
- Rack-pinion steering
- 2-wheel steering system

Body Exterior

- Trailer wiring harness
- Running boards
- Roof rails
- Stainless steel side window trim
- Black windshield trim
- Body-coloured rear bumper
- Black rear bumper rub strip
- Standard style side mirrors
- Conventional left rear passenger door
- Power liftgate/tailgate rear cargo door
- P265/70RT18 AT BSW front and rear tires
- Automated vehicle to trailer hitching assist
- 4 doors
- Monotone paint
- Body-coloured door handles
- Body-coloured front bumper
- Black front bumper rub strip
- Black grille
- Black door mirrors
- Conventional right rear passenger door
- Active aerodynamics
- 18 x 8.5-inch front and rear silver aluminum wheels

Convenience

- Built-in virtual assistant
- Keyfob activated door locks
- Auto-locking doors
- Power tailgate/rear door lock
- Adaptive Cruise Control with Stop-and-Go
- Keyfob trunk control
- Auto-dimming rear view mirror
- Power first-row windows
- Driver foot rest
- Rear window defroster
- Yes rear windshield wipers
- Illuminated locking glove box
- Driver and passenger door bins
- Rear beverage holders
- Dashboard storage
- Trip computer
- PRND in IP
- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Proximity key with hands-free access and push button start
- Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls
- Predictive Speed Assist automatic curve slowdown cruise control
- Keyfob remote vehicle start
- Day/Night rearview mirror
- Full floor console
- Proximity cargo area access release
- Fixed rear windshield
- Front beverage holders
- 15 beverage holders
- Rear door bins
- Illuminated glove box
- Retained accessory power
- Over the air updates

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Comfort

- Automatic climate control
- Dual-zone front climate control
- Rear climate control system with separate controls
- Cabin air filter
- Rear under seat climate control ducts
- Auxiliary rear heater
- Rear headliner/pillar climate control ducts
- Third-row climate control with separate controls
- Cloth headliner material
- Full headliner coverage
- Vinyl door trim insert
- Full carpet floor covering
- Carpet front and rear floor mats
- * **Vinyl/rubber front and rear secondary floor mats**
- Full floor coverage
- Cloth rear seat upholstery
- Carpet rear seatback upholstery
- Cloth rear seat upholstery
- Carpet third-row seatback upholstery
- Urethane steering wheel
- Power tilting steering wheel
- Power telescopic steering wheel

Seats and Trim

- Seating capacity: 8
- Bucket front seats
- Driver seat with 8-way directional controls
- Front passenger seat with 6-way directional controls
- Height and tilt adjustable front seat head restraints
- Manual front seat head restraint control
- Front seat center armrest
- Power reclining driver seat
- Power height adjustable driver seat
- Power driver seat fore/aft control
- Power driver seat cushion tilt
- Power reclining passenger seat
- Power height adjustable control passenger seat
- Power passenger seat fore/aft control
- Fixed second-row seats
- Second-row seats with manual fore and aft
- Foldable rear seat head restraints
- Split-bench second-row seat
- Driver seat with 2-way power lumbar
- Front passenger seat with 2-way power lumbar
- Cloth front seat upholstery
- Fixed third-row seats
- 60-40 folding third-row passenger seat
- Third-row power reclining seats
- Front facing third-row seat
- Power fold into floor third-row seat
- Height adjustable third-row head restraints
- Power third-row head restraint control
- 3 third-row head restraints
- Third-row split-bench seat
- Metal-look console insert

Entertainment Features

- 2 total number of 1st row displays
- 13.2 inch primary display
- Primary touchscreen display
- SiriusXM with 360L AM/FM/Satellite radio
- AM/FM/satellite
- In-vehicle audio
- AM radio
- FM radio
- SiriusXM with 360L satellite radio
- Seek scan
- Radio data system (RDS)
- External memory control
- 3 month satellite trial subscription
- Standard grade speakers
- Speakers number: 6
- Steering wheel mounted audio controls

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

- Voice activated audio controls
- Bluetooth wireless audio streaming
- Speed sensitive volume
- Window grid audio antenna

Lighting, Visibility and Instrumentation

- Coloured instrument panel insert
- Configurable instrumentation gauges
- Full gauge cluster screen
- Compass
- Driver information center
- Oil pressure gauge
- Voltmeter
- Deep tinted windows
- LED low and high beam headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Variable intermittent front windshield wipers
- Illuminated entry
- Rear reading lights
- LED daytime running lights
- Remote activated perimeter approach lighting with puddle lights
- Fade interior courtesy lights
- Digital instrumentation display
- Trip odometer
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 24.00
- Reflector headlights
- Auto on/off headlight control
- Delay-off headlights
- DRL preference setting
- Speed sensitive wipers
- Front reading lights
- Variable instrument panel light
- High mounted center stop light
- LED brake lights

Technology and Telematics

- Integrated navigation system with voice activation
- 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- Mobile hotspot internet access
- Real-time traffic
- Bluetooth handsfree wireless device connectivity
- FordPass App mobile app access
- 4 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first, second and third-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Vehicle tracker
- Remote panic alarm
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- Airbag occupancy sensor
- Rear seat center 3-point seatbelt
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Security system
- Hands-on cruise control

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

- Lane-Keeping System
- Automatic Emergency Braking (AEB) forward collision mitigation
- Pre-Collision Assist with Pedestrian Detection
- Following distance alert
- MyKey restricted driving mode
- Front mounted camera
- Left side camera
- 360 Degree Camera aerial view camera
- Front and rear parking sensors
- BLIS with Trailer Tow Coverage active blind spot system
- Reverse Brake Assist collision mitigation
- Driver Alert
- Evasive Steering Assist evasion assist system
- Level 2 - partial automation SAE Autonomy
- Right side camera
- Rear camera with washer
- Electronic stability control system with anti-rollover
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	5,794 lbs.

Trailering Weights

Conventional capacity	9,000 lbs.	GCWR	15,600 lbs.

Off Road

Min ground clearance	8.8"	Approach angle	21.5
Departure angle	22.3		

Exterior Measurements

Vehicle body length	221.7"	Vehicle body width	80.0"
Vehicle body height	78.0"	Wheelbase	131.5"
Front track	68.1"	Rear track	67.8"

Interior Measurements

Interior rear cargo volume	36.1 cu.ft.	Max interior rear cargo volume	123.1 cu.ft.
Interior rear cargo volume with seats folded	75.4 cu.ft.		

Interior Volume

Total passenger volume	175.0 cu.ft.

Headroom

Headroom first-row	41.8"	Headroom second-row	40.0"
Headroom third-row	37.4"		

Legroom

Leg room first-row	43.9"	Leg room second-row	41.1"
Leg room third-row	36.5"		

Shoulder Room

Shoulder room first-row	64.9"	Shoulder room second-row	64.8"

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Shoulder room third-row ..... 64.2"

Hip Room

Hip room first-row ..... 62.3"
Hip room second-row ..... 62.3"
Hip room third-row ..... 51.4"

Powertrain

Engine

Engine ..... 3.5L V-6 port/direct injection, DOHC, variable valve control, twin turbo, engine with 400HP
Valves per cylinder 4
Engine cylinders V-6
Engine location ..... Front mounted engine
Ignition ..... Spark ignition system
Engine mounting direction ..... Longitudinal mounted engine
Engine block material ..... Aluminum engine block
Cylinder head material ..... Aluminum cylinder head

Engine Specs

Displacement 3.5L
cc ..... 213.3 cu.in.
Bore ..... 3.64"
Stroke ..... 3.41"
Compression ratio 10.5

Engine Power

Horsepower ..... 400 HP@5200 RPM
Torque ..... 480 lb.-ft.@3300 RPM

Alternator

Alternator type ..... Regular duty alternator

Battery

Battery type ..... Lead acid battery
Battery run down protection ..... Battery run down protection

Engine Extras

* **Radiator** ..... **Heavy-duty radiator**
Start-stop engine ..... Auto stop-start engine
Drivetrain selectable ..... Driver selectable drivetrain mode

Transmission

Transmission ..... 10-speed automatic
Transmission electronic control ..... Transmission electronic control
Overdrive transmission ..... Overdrive transmission
Lock-up transmission ..... Lock-up transmission
First gear ratio 4.696
Second gear ratio 2.985
Third gear ratio 2.146
Fourth gear ratio 1.769
Fifth gear ratio 1.52
Sixth gear ratio 1.275
Reverse gear ratio 4.866
Seventh gear ratio 1
Eighth gear ratio 0.854
Ninth gear ratio 0.689
Tenth gear ratio 0.636
Selectable mode transmission ..... Selectable mode transmission

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Sequential shift control ... SelectShift Sequential shift control
Transmission oil cooler ... Transmission oil cooler

Drive Type

4WD type ... Part and full-time 4WD
Drive type ... Four-wheel drive

Drivetrain

Axle ratio ... 3.73

Exhaust

Tailpipe ... Stainless steel single exhaust

Fuel

Fuel type ... regular unleaded

Fuel Tank

Capless fuel filler ... Easy Fuel capless fuel filler
Fuel tank capacity ... 27.79 gal.

Drive Feature

Traction control ... All-speed ABS and driveline traction control
Locking hub control ... Auto locking hub control
Transfer case ... Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ... Gasoline secondary fuel type

Emissions

Emissions ... LEV3-ULEV50 emissions
Emissions tiers ... Tier 3 Bin 50 emissions

Suspension and Handling

Suspension

Suspension ... Standard ride suspension
Front shock absorbers ... Gas-pressurized front shock absorbers
Rear shock absorbers ... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes
Ventilated brakes ... Front and rear ventilated disc brakes
ABS brakes ... Four channel ABS brakes
Electronic parking brake ... Electronic parking brake
ABS brakes ... 4-wheel antilock (ABS) brakes
Post collision braking system ... Automatic post-collision braking system

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist	Hill Start Assist	Hill control	Hill Descent Control
Brake assist system	Brake assist system		

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Double wishbone front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs

Rear Spring

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs

Rear Suspension

Rear anti-roll	Rear anti-roll bar	Suspension type rear	Multi-link rear suspension
Suspension ride type rear	Independent rear suspension		

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Speed sensitive steering	Speed sensitive power steering	Driver selectable steering effort	Driver selectable steering effort
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	18"	Front wheels width	8.5"

Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8.5"

Front And Rear Wheels

Appearance	silver	Material	aluminum

Front Tires

Aspect	70	Diameter	18"
Sidewalls	BSW	Speed	T
Tread	AT	Type	P
Width	265mm		

Rear Tires

Aspect	70	Diameter	18"

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Sidewalls	BSW	Speed	T
Tread	AT	Type	P
Width	265mm		

Body Exterior

Trailering

Towing class	Class IV tow rating	Towing hitch	Trailer hitch
Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	Running boards	Running boards
* **License plate front bracket**	**Front license plate bracket**		

Body

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

Spare Tire

Spare tire	Full-size spare tire with steel wheel	Spare tire location	Crank-down spare tire

Aerodynamics

Spoiler	Rear lip spoiler

Convenience

Technology

Built-in virtual assistant	Built-in virtual assistant

Door Locks

Door locks	Power door locks with 2 stage unlocking	Fob engine controls	Proximity key with hands-free access and push button start
Keyfob door locks	Keyfob activated door locks	All-in-one key	All-in-one remote fob and ignition key
Auto door locks	Auto-locking doors	Tailgate control	Power tailgate/rear door lock

Cruise Control

Cruise control	Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls	Adaptive cruise control	Adaptive Cruise Control with Stop-and-Go
Automatic curve slowdown cruise control	Predictive Speed Assist automatic curve slowdown cruise control		

Key Fob Controls

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Keyfob cargo controls ..... Keyfob trunk control
Fob remote vehicle controls ..... Keyfob remote vehicle start

Rear View Mirror

Rearview mirror ..... Auto-dimming rear view mirror
Day/Night rearview mirror ..... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

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

Floor Console

Floor console ..... Full floor console
Floor console storage ..... Covered floor console storage

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

Visor driver mirror ..... Driver visor mirror
Visor illuminated driver mirror ..... Illuminated driver visor mirror
Visor driver expandable coverage ..... Driver visor with expandable coverage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror
Visor illuminated passenger mirror ..... Illuminated passenger visor mirror
Visor passenger expandable coverage ..... Passenger visor with expandable coverage

Power Outlets

12V power outlets ..... 4 12V power outlets

Cargo Features

Trunk hatch ..... Trunk/hatch auto-latching
Cargo light ..... Cargo area light
Concealed cargo storage ..... Cargo area concealed storage

Cargo Trim

Cargo floor type ..... Carpet cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Proximity cargo area access release

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Rear Windshield

Rear window defroster	Rear window defroster	Rear windshield	Fixed rear windshield
Rear windshield wipers	Yes rear windshield wipers		

Storage

Door bins front	Driver and passenger door bins	Door bins rear	Rear door bins
Number of beverage holders	15 beverage holders	Beverage holders	Front beverage holders
Beverage holders rear	Rear beverage holders	Glove box	Illuminated locking glove box
Illuminated glove box	Illuminated glove box	Dashboard storage	Dashboard storage

Windows Feature

One-touch up window	Driver and passenger one-touch up windows	One-touch down window	Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows	Power second-row windows	Third-row windows	Fixed third-row windows

Miscellaneous

Trip computer	Trip computer	PRND in IP	PRND in IP
Accessory power	Retained accessory power	Over the air updates	Over the air updates

Comfort

Climate Control

Climate control	Automatic climate control	Rear headliner/pillar ducts	Rear headliner/pillar climate control ducts
Dual-zone front climate control	Dual-zone front climate control	Cabin air filter	Cabin air filter
Rear climate control	Rear climate control system with separate controls	Rear under seat ducts	Rear under seat climate control ducts
Third-row climate control	Third-row climate control with separate controls	Auxiliary rear heater	Auxiliary rear heater

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage

Door Trim

Door trim insert	Vinyl door trim insert	Door panel insert	Coloured door panel insert

Floor Trim

Floor covering	Full carpet floor covering	Floor coverage	Full floor coverage
Floor mats	Carpet front and rear floor mats	* **Secondary floor mats**	**Vinyl/rubber front and rear secondary floor mats**

Second-Row Seat Trim

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Rear seat upholstery ..... Cloth rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Third-Row Seat Trim

Third-row seat upholstery .. Cloth rear seat upholstery
Third-row seatback upholstery ..... Carpet third-row seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic .. Power telescopic steering wheel
Steering wheel tilt ..... Power tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 8

Front Seats

Driver seat direction Driver seat with 8-way directional controls
Height adjustable driver seat Power height adjustable driver seat
Driver seat fore/aft control .. Power driver seat fore/aft control
Driver seat cushion tilt .. Power driver seat cushion tilt
Passenger seat direction Front passenger seat with 6-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat .. Power reclining passenger seat
Height adjustable passenger seat ..... Power height adjustable control passenger seat
Passenger seat fore/aft control Power passenger seat fore/aft control
Front head restraints ... Height and tilt adjustable front seat head restraints
Front head restraint control ... Manual front seat head restraint control
Armrests front center ..... Front seat center armrest
Reclining driver seat ..... Power reclining driver seat

Rear Seats

Bench seats ..... Split-bench second-row seat
Rear seats fixed or removable ..... Fixed second-row seats
Folding second-row seats ... 40-20-40 folding second-row seats
Reclining second-row rear seats ..... Manual reclining second-row seats
Rear seat direction ..... Front facing rear seat
Rear seat folding position ... Fold forward second-row seatback
Fore and aft seat . Second-row seats with manual fore and aft
Rear head restraints ..... Foldable rear seat head restraints
Number of rear head restraints ..... 3 rear seat head restraints

Lumbar Seats

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Driver lumbar: Driver seat with 2-way power lumbar
Front passenger lumbar: Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery: Cloth front seat upholstery
Front seatback upholstery: Cloth front seatback upholstery

Third-Row Seats

Bench seats: Third-row split-bench seat
Third-row seat fixed or removable: Fixed third-row seats
Third-row seats folding: 60-40 folding third-row passenger seat
Third-row seats reclining: Third-row power reclining seats
Third-row head restraint control: Power third-row head restraint control
Third-row seat facing: Front facing third-row seat
Third-row fold into floor seats: Power fold into floor third-row seat
Third-row head restraints: Height adjustable third-row head restraints
Third-row head restraint number: 3 third-row head restraints

Interior Accents

Interior accents: Metal-look interior accents

Gearshifter Material

Gearshifter material: Metal-look gear shifter material

Console Trim

Console insert material: Metal-look console insert

Entertainment Features

Displays

Primary touchscreen display: Primary touchscreen display
Number of first-row displays: 2 total number of 1st row displays
Primary display size: 13.2 inch primary display

Radio Features

External memory: External memory control
Seek scan: Seek scan
RDS: Radio data system (RDS)

Speakers

Speakers: Standard grade speakers
Speakers number: 6

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls
Speed sensitive volume: Speed sensitive volume
Voice activated audio: Voice activated audio controls
Wireless streaming: Bluetooth wireless audio streaming

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ..... Coloured instrument panel insert

Instrumentation

Trip odometer ..... Trip odometer
Configurable instrumentation gauges ..... Configurable instrumentation gauges
Instrumentation display Digital instrumentation display

Instrumentation Displays

Temperature display ..... Exterior temperature display
Clock ..... Digital clock
Driver information center ..... Driver information center
Compass ..... Compass

Instrumentation Gauges

Tachometer ..... Tachometer
Voltmeter ..... Voltmeter
Gauge cluster display size (inches) 24.00
Oil pressure gauge ..... Oil pressure gauge
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge

Instrumentation Warnings

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

Glass

Tinted windows ..... Deep tinted windows

Headlights

Headlights ..... LED low and high beam headlights
Auto headlights ..... Auto on/off headlight control
Delay off headlights ..... Delay-off headlights
DRL preference setting ..... DRL preference setting
Headlight type ..... Reflector headlights
Multiple headlights ..... Multiple enclosed headlights
Auto high-beam headlights ..... Auto High Beam auto high-beam headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers
Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Illuminated entry ... Illuminated entry
Front reading lights ... Front reading lights
Variable panel light ... Variable instrument panel light
Rear reading lights ... Rear reading lights

Lights

Running lights ... LED daytime running lights
LED brake lights ... LED brake lights
Interior courtesy lights ... Fade interior courtesy lights
High mount stop light ... High mounted center stop light

Technology and Telematics

Navigation

Integrated navigation ... Integrated navigation system with voice activation

Connectivity

Handsfree ... Bluetooth handsfree wireless device connectivity
Real time traffic ... Real-time traffic
Smart device integration ... Apple CarPlay/Android Auto smart device wireless mirroring
Emergency SOS ... 911 Assist emergency SOS system via mobile device

Internet Access

Internet access ... Mobile hotspot internet access

USB Ports

USB ports ... 4 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag
Front impact airbag passenger ... Passenger front impact airbag
Front side impact airbag passenger ... Seat mounted side impact front passenger airbag
Overhead airbags ... Safety Canopy System curtain first, second and third-row overhead airbags
Number of airbags ... 6 airbags
Front side impact airbag driver ... Seat mounted side impact driver airbag
Occupancy sensor ... Airbag occupancy sensor

Seatbelts

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

Security System

Immobilizer ... SecuriLock immobilizer
Vehicle tracker ... Vehicle tracker
Remote panic alarm ... Remote panic alarm
Security system ... Security system

Active Driving Assistance

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Selected Equip & Specs (cont'd)

Lane departure ..... Lane-Keeping System
Blind spot ..... BLIS with Trailer Tow Coverage active blind spot system
Forward collision warning ..... Automatic Emergency Braking (AEB) forward collision mitigation
Rear collision warning ..... Reverse Brake Assist collision mitigation
Pedestrian detection ..... Pre-Collision Assist with Pedestrian Detection
Driver attention monitor ..... Driver Alert
Distance alert ..... Following distance alert
Evasion assist system ..... Evasive Steering Assist evasion assist system
Restricted driving mode ..... MyKey restricted driving mode
Autonomous cruise control ..... Hands-on cruise control
SAE Autonomy ..... Level 2 - partial automation SAE Autonomy

Cameras

Camera ..... 360 Degree Camera aerial view camera
Front camera ..... Front mounted camera
Left camera ..... Left side camera
Right camera ..... Right side camera
Rear camera ..... Rear camera with washer

Traction Control

Electronic stability control ..... Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors ..... Front and rear parking sensors

Occupant Safety

Child door locks ..... Manual rear child safety door locks

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/11/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

As Configured Vehicle

Code	Description	MSRP
K1J	Base Vehicle Price (K1J)	$68,320.00
200A	Equipment Group 200A Standard Package *Includes:* *- Engine: 3.5L EcoBoost V6* *- Transmission: 10-Speed Automatic w/SelectShift* *- 3.73 Axle Ratio* *Includes non-limited-slip rear axle.* *- Tires: P265/70R18 AT BSW* *- Wheels: 18" Dark Alloy Painted Aluminum* *- Cloth Front Captain's Chairs* *8-passenger seating. Includes 10-way power driver seat (power function for tilt, lumbar and recline), 8-way power passenger seat (power function for lumbar and recline).* *- Radio: AM/FM Stereo w/MP3 Capable* *Includes speed-compensated volume, 6 speakers, Google assistant, Google maps, Google play store, Alexa built-in, wireless Apple CarPlay and Android Auto, 911 assit, pinch-to-zoom capability.* *- SiriusXM w/360L* *Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.* *- Heavy-Duty Trailer Tow* *- 26mm Engine Radiator* *- Integrated Trailer Brake Control* *- Two-Speed Automatic 4WD w/Neutral Towing*	N/C
998	Engine: 3.5L EcoBoost V6	Included
44U	Transmission: 10-Speed Automatic w/SelectShift	Included
62L	3.73 Axle Ratio *Includes non-limited-slip rear axle.*	Included
STDTR	Tires: P265/70R18 AT BSW	Included
64X	Wheels: 18" Dark Alloy Painted Aluminum	Included
C	Cloth Front Captain's Chairs *8-passenger seating. Includes 10-way power driver seat (power function for tilt, lumbar and recline), 8-way power passenger seat (power function for lumbar and recline).*	Included
PAINT	Monotone Paint Application	STD
131WB	131" Wheelbase	STD

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2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

As Configured Vehicle (cont'd)

Code	Description	MSRP
STDRD	Radio: AM/FM Stereo w/MP3 Capable *Includes speed-compensated volume, 6 speakers, Google assistant, Google maps, Google play store, Alexa built-in, wireless Apple CarPlay and Android Auto, 911 assit, pinch-to-zoom capability.* *Includes:* *- SiriusXM w/360L* *Includes super categories/live sports categories, 'For You' recommendations, SiriusXM lister profiles and three (3)-month prepaid subscription. Service is not available in Alaska and Hawaii. Trial length and service availability may vary by model, model year or trim. SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Inc. Your SiriusXM service will automatically stop at the end of your trial unless you decide to subscribe. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM customer agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Not all vehicles or devices are capable of receiving all services offered by SiriusXM. Current information and features may not be available in all locations, or on all receivers. Satellite and streaming lineups vary slightly. Sirius, XM, SiriusXM and all related marks and logos are trademarks of Sirius XM Inc.*	Included
47B	Floor Liners, Front & Second Rows (Tray Style) *Includes standard color-keyed carpet floor mats - front and second rows.*	$200.00
153	Front License Plate Bracket *Standard in states requiring two license plates and optional to all others.*	N/C
425	50 States Emissions System	STD
UM_03	Agate Black Metallic	N/C
CE_05	Dark Gray w/Cloth Front Captain's Chairs	N/C
SUBTOTAL		$68,520.00
Destination Charge		$2,195.00
TOTAL		$70,715.00

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/11/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Expedition Max 4dr 4x4 Active (K1J)

Price Level: 530 | Quote ID: HagPD7

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$68,320.00
Options	$200.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,195.00
Subtotal	$70,715.00

Pre-Tax Adjustments

Code	Description	MSRP
6	Discount	-$7,015.00
Total		$63,700.00

Customer Signature

Acceptance Date

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Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027

Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: HagPD
Date: 07/28/2025

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs

Dimensions

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

Powertrain

- Spark ignition system
- * **EcoBoost 3L V-6 gasoline direct injection, DOHC, variable valve control, twin turbo, engine with 400HP**
- Engine cylinders: V-6
- * **Horsepower: 400 HP@5500 RPM**
- * **Torque: 415 lb.-ft.@3500 RPM**
- Engine oil cooler
- Heavy-duty radiator
- 10-speed automatic
- Automatic full-time AWD
- All-wheel drive
- * **Recommended fuel: premium unleaded**
- Easy Fuel capless fuel filler
- All-speed ABS and driveline traction control
- Permanent locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- ULEV II emissions

Suspension and Handling

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

Driveability

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

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Body Exterior

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

Convenience

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

Comfort

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

Seats and Trim

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

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

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

Entertainment Features

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

Lighting, Visibility and Instrumentation

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

Technology and Telematics

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

Safety and Security

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

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

Dimensions

General Weights

* **Curb weight**	**4,755 lbs.**	* **GVWR**	**6,500 lbs.**
Payload	1,670 lbs.		

Trailering Weights

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

Off Road

* **Min ground clearance**	**7.2"**	Loading floor height	30.9 "
Approach angle	19.3	Departure angle	21.4

Exterior Measurements

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

Interior Measurements

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

Interior Volume

Total passenger volume	118.0 cu.ft.

Headroom

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

Legroom

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

Shoulder Room

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Shoulder room first-row 61.8"
Shoulder room second-row 61.3"

Hip Room

Hip room first-row 59.3"
Hip room second-row 59.1"

Powertrain

Engine

* **Engine EcoBoost 3L V-6 gasoline direct injection, DOHC, variable valve control, twin turbo, engine with 400HP**

Valves per cylinder 4
Engine cylinders V-6
Engine location Front mounted engine
Ignition Spark ignition system
Engine mounting direction Longitudinal mounted engine
Engine block material Iron engine block
Cylinder head material Aluminum cylinder head

Engine Specs

* **Displacement 3.0L**
* **cc 183.1 cu.in.**
* **Bore 3.36"**
* **Stroke 3.39"**
* **Compression ratio 9.5**
* **SAEJ1349 AUG2004 compliant**

Engine Power

* **Horsepower 400 HP@5500 RPM**
* **Torque 415 lb.-ft.@3500 RPM**

Alternator

* **Alternator amps 250A**
* **Alternator type Regular duty alternator**

Battery

Battery amps 92Ah
Battery type HD lead acid battery
Battery rating 850CCA

Engine Extras

Engine cooler Engine oil cooler
Radiator Heavy-duty radiator

Transmission

Transmission 10-speed automatic
Transmission electronic control Transmission electronic control
Overdrive transmission Overdrive transmission
Lock-up transmission Lock-up transmission
First gear ratio 4.696
Second gear ratio 2.985
Third gear ratio 2.146
Fourth gear ratio 1.769
Fifth gear ratio 1.52
Sixth gear ratio 1.275
Reverse gear ratio 4.866
Seventh gear ratio 1
Eighth gear ratio 0.854
Ninth gear ratio 0.689
Tenth gear ratio 0.636
Selectable mode transmission Selectable mode transmission

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Transmission oil cooler ..... Transmission oil cooler

Drive Type

4WD type ..... Automatic full-time AWD

Drive type ..... All-wheel drive

Drivetrain

* **Axle ratio** **3.31**

Exhaust

Tailpipe ..... Stainless steel dual exhaust

Fuel

* **Fuel type** ..... **premium unleaded**

Fuel Tank

Capless fuel filler ..... Easy Fuel capless fuel filler

* **Fuel tank capacity** ..... **21.40 gal.**

Drive Feature

Traction control .. All-speed ABS and driveline traction control

Locking hub control .... Permanent locking hub control

Provisions

Provisions ..... Police/fire provisions

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type .... Gasoline secondary fuel type

Emissions

Emissions ..... ULEV II emissions

Emissions tiers ..... Tier 2 Bin 5 emissions

Suspension and Handling

Suspension

Suspension ..... Standard ride suspension

Front shock absorbers ... Gas-pressurized front shock absorbers

Rear shock absorbers .... Gas-pressurized rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Brake Assistance

Hill start assist	Hill start assist	Brake assist system	Brake assist system

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Independent front suspension
Suspension type front	Strut front suspension		

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs

Rear Spring

Springs rear	Rear coil springs	Rear springs	Regular grade rear springs

Rear Suspension

Rear anti-roll	Rear anti-roll bar	Suspension type rear	Multi-link rear suspension
Suspension ride type rear	Independent rear suspension		

Steering

Steering	Electric power-assist steering system	Steering type	Rack-pinion steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	18"	Front wheels width	8"

Rear Wheels

Rear wheels diameter	18"	Rear wheels width	8"

Front And Rear Wheels

Appearance	black	Material	steel

Front Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

Rear Tires

Aspect	60	Diameter	18"
Sidewalls	BSW	Speed	W
Tread	AS	Type	P
Width	255mm		

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Body Exterior

Trailering

Towing class ..... Class III tow rating
Towing hitch ..... Trailer hitch
Towing wiring harness ..... Trailer wiring harness

Exterior Features

Number of doors ..... 4 doors
* **Skid plate** ..... **1 underbody skid plate**
* **License plate front bracket** ..... **Front license plate bracket**

Body

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

Mirrors

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

Spare Tire

Spare tire ..... Full-size spare tire with steel wheel
Spare tire location ..... Spare tire mounted under the cargo floor

Aerodynamics

Spoiler ..... Rear lip spoiler

Wheels

Wheel covers ..... Wheel hub covers

Convenience

Door Locks

Door locks ..... Power door locks
Keyfob door locks ..... Keyfob activated door locks
Tailgate control ..... Power tailgate/rear door lock

Cruise Control

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

Rear View Mirror

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

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors

Front Side Windows

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

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Overhead Console

Overhead console ..... Mini overhead console
Overhead console storage ..... Overhead console storage

Driver Visor

Visor driver mirror ..... Driver visor mirror

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Cargo Features

Cargo tie downs ..... Cargo area tie downs
Cargo light ..... Cargo area light

Cargo Trim

Cargo floor type ..... Carpet cargo area floor
Trunk lid trim ..... Plastic trunk lid trim

Pedals

Driver foot rest ..... Driver foot rest

Remote Releases

Cargo access ..... Power cargo area access release

Rear Windshield

Rear window defroster ..... Rear window defroster
Rear windshield ..... Fixed rear windshield
Rear windshield wipers ..... Yes rear windshield wipers
Heated wiper area ..... Heated rear wiper park

Storage

Door bins front ..... Driver and passenger door bins
Number of beverage holders ..... 2 beverage holders
Glove box ..... Locking glove box
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ..... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ..... Power second-row windows
Third-row windows ..... Fixed third-row windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Accessory power ..... Retained accessory power

Comfort

Climate Control

Climate control ..... Automatic climate control
Dual-zone front climate control ..... Dual-zone front climate control

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Cabin air filter ..... Cabin air filter
Rear under seat ductsRear under seat climate control ducts
Rear climate control ..... Rear climate control system

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Door Trim

Door panel insert ..... Metal-look door panel insert

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Second-Row Seat Trim

Rear seat upholstery ..... Vinyl rear seat upholstery
Rear seatback upholstery ..... Carpet rear seatback upholstery

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic . Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 5

Front Seats

Driver seat direction Driver seat with 8-way directional controls
Height adjustable driver seat . Power height adjustable driver seat
Driver seat fore/aft control .. Power driver seat fore/aft control
Driver seat cushion tilt .. Power driver seat cushion tilt
Passenger seat direction Front passenger seat with 8-way directional controls
Split front seats ..... Bucket front seats
Reclining passenger seat .. Power reclining passenger seat
Height adjustable passenger seat ..... Power height adjustable control passenger seat
Passenger seat fore/aft control Power passenger seat fore/aft control
Passenger seat cushion tilt .... Power passenger seat cushion tilt
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ... Manual front seat head restraint control
Reclining driver seat ..... Manual reclining driver seat

Rear Seats

Bench seats ..... Split-bench rear seat
Rear seats fixed or removable ..... Fixed rear seats
Folding second-row seats . 35-30-35 folding rear seats
Rear seat direction ..... Front facing rear seat

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Rear seat folding position: Fold forward rear seatback
Rear head restraints: Height adjustable rear seat head restraints
Rear head restraint control: Manual rear seat head restraint control
Number of rear head restraints: 3 rear seat head restraints

Lumbar Seats

Driver lumbar: Driver seat with 2-way power lumbar
Front passenger lumbar: Front passenger seat with 2-way power lumbar

Front Seat Trim

Front seat upholstery: Cloth front seat upholstery
Front seatback upholstery: Vinyl front seatback upholstery

Interior Accents

Interior accents: Metal-look interior accents

Gearshifter Material

Gearshifter material: Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display: Primary touchscreen display
Number of first-row displays: 1 total number of 1st row displays
Primary display size: 8 inch primary display

Radio Features

Aux input jack: Auxiliary input jack
External memory: External memory control
Seek scan: Seek scan

Speakers

Speakers: Standard grade speakers
Speakers number: 4

Audio Features

Steering mounted audio control: Steering wheel mounted audio controls
Speed sensitive volume: Speed sensitive volume
Voice activated audio: Voice activated audio controls
Wireless streaming: Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert: Metal-look instrument panel insert

Instrumentation

Trip odometer: Trip odometer
Instrumentation display: Digital/analog instrumentation display

Instrumentation Displays

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Speedometer ..... Redundant digital speedometer
Clock ..... Digital clock
Driver information center ..... Driver information center

Instrumentation Gauges

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

Instrumentation Warnings

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

Glass

Tinted windows ..... Deep tinted windows

Headlights

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

Front Windshield

Wipers ..... Variable intermittent front windshield wipers
Speed sensitive wipers ..... Speed sensitive wipers

Interior Lighting

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

Lights

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

Technology and Telematics

Connectivity

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

Internet Access

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Internet access ... Fleet Telematics Modem selective service internet access

USB Ports

USB ports ... 2 USB ports

Safety and Security

Airbags

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

Seatbelts

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

Security System

Vehicle tracker ... Fleet Telematics Modem vehicle tracker
Security system ... Security system

Active Driving Assistance

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

Cameras

Rear camera ... Rear camera with washer

Traction Control

Electronic stability control ... Electronic stability control system with anti-rollover

Parking Sensors

Parking sensors ... Reverse Sensing System rear parking sensors

Occupant Safety

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Selected Equip & Specs (cont'd)

Child door locks . . Manual rear child safety door locks

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Warranty

Standard Warranty

Basic Warranty

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

Powertrain Warranty

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

Corrosion Perforation

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

Roadside Assistance Warranty

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

Hybrid/Electric Components Warranty

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

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Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/28/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

As Configured Vehicle

Code	Description	MSRP
K8A	Base Vehicle Price (K8A)	$49,515.00
500A	Order Code 500A *Includes:* *- GVWR: 6,840 lbs (3,103 kgs)* *- Tires: 255/60R18 AS BSW* *- Wheels: 18" x 8" 5-Spoke Painted Black Steel* *Includes polished stainless steel hub cover and center caps.* *- Unique HD Cloth Front Bucket Seats w/Vinyl Rear* *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.* *- Radio: AM/FM/MP3 Capable* *Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.* *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	N/C
99C	Engine: 3.0L V6 EcoBoost *(148-MPH top speed). Deletes regenerative braking and lithium-ion battery pack; adds 250-amp alternator and replaces 19-gallon tank with 21.4-gallon tank.* *Includes:* *- 3.31 Axle Ratio*	$950.00
44U	Transmission: 10-Speed Automatic (44U)	N/C
NONAX	3.31 Axle Ratio	Included
STDGV	GVWR: 6,840 lbs (3,103 kgs)	Included
STDTR	Tires: 255/60R18 AS BSW	Included
STDWL	Wheels: 18" x 8" 5-Spoke Painted Black Steel *Includes polished stainless steel hub cover and center caps.*	Included
9	Unique HD Cloth Front Bucket Seats w/Vinyl Rear *Includes reduced bolsters, 6-way power track driver seat (fore/aft. up/down, tilt with manual recline, 2-way manual lumbar), 8-way power track passenger seat with 2-way power recline and 2-way power lumbar and built-in steel intrusion plates in both driver/passenger seatbacks.*	Included
PAINT	Monotone Paint Application	STD
119WB	119" Wheelbase	STD
STDRD	Radio: AM/FM/MP3 Capable	Included

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2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Allows data to be provided to support Ford Pro telematics and data services via optional subscription, including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables optional telematics services through Ford or authorized providers via paid subscription. Subscribe at https://fordpro.com/en-us/telematics/ or call 1-833-811-FORD (3673).	
	Includes 100 watt siren/speaker prep kit, clock, 4 speakers, 1 USB port and 8" color LCD screen center-stack smart display, supports Android Auto and Apple CarPlay and fleet telematics modem.	
	Includes: *- SYNC Phoenix Communication & Entertainment System* *Includes hands-free voice command support compatible with most Bluetooth connected mobile devices, 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack.*	
153	Front License Plate Bracket	N/C
51T	Driver Only LED Bulb Spot Lamp (Whelen)	$420.00
76D	Underbody Deflector Plate	$340.00
	Engine and transmission shield.	
68G	Rear-Door Controls Inoperable	$80.00
	Locks, handles and windows. Can manually remove window or door disable plate with special tool. Locks/windows operable from driver's door switches.	
60R	Noise Suppression Bonds (Ground Straps)	$100.00
FLADCR	Fleet Advertising Credit	$0.00
425	50-State Emissions System	STD
	Flexible Fuel Vehicle (FFV) system is standard equipment for vehicles equipped with the 3.3L V6 Direct-Injection engine.	
UJ_02	Sterling Gray Metallic	N/C
9W_01	Charcoal Black w/Unique HD Cloth Front Bucket Seats w/Vinyl Rear	N/C

SUBTOTAL	$51,405.00
Destination Charge	$1,595.00
TOTAL	$53,000.00

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

Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/28/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2025 Police Interceptor Utility AWD Base (K8A)

Price Level: 515 | Stock No: C25027 | Quote ID: HagPD

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$49,515.00
Options	$1,890.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$1,595.00
Subtotal	$53,000.00

Pre-Tax Adjustments

Code	Description	MSRP
6	Discount	-$4,200.00
Total		$48,800.00

Customer Signature

Acceptance Date

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

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
One 2026 Chevrolet Suburban ($ 62,994.00) and Two 2026 Chevrolet Tahoes ($ 109,874.00) - Hertrich Fleet Services (Milford, DE) Total - $ 172,868.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_1_Chevy_Suburban_and_1_Chevy_Tahoe.pdf	Signed Consent Form
CONSENT_FORM_-_HERTRICH_FLEET_SERVICES.pdf	Consent Form
2026_Chevrolet_Suburban_(1).pdf	Quote - Suburban
2026_Chevrolet_Tahoe_PPV_(2).pdf	Quote - Tahoe
Hertrich_01.15.26.pdf	Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

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

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (1) 2026 Chevrolet Suburban and (1) 2026 Chevrolet Tahoe

Account No: 4510000 5842 CIP Control No. C0129 (1)

Budget Amount: $520,000 Account Balance: $492,178 Unbudgeted Amount: $_____

Fiscal Year: FY26 Source of Funds: CIP - GF Transfers

Quantity	Description	Value
1	2026 Chevrolet Suburban - 4WD LS	$ 62,994.00
2	2026 Chevrolet Tahoe - 4WD Commercial	$ 109,874.00
	TOTAL VALUE OF PROJECT	$ 172,868.00

ABOVE TO BE USED FOR: Patrol Use

RECOMMENDED VENDOR: Business Name: Hertrich Fleet Services

Business Address: 1427 Bay Road

City/State/Zip: Milford, Delaware 19963

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Maryland Statewide Contract		
BPO #001B5600261		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

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

Chief Paul 9/13/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Treas 8/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approved

Michelle Hepler 8/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 19, 2025 Special Session Date: _____

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

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: (1) 2026 Chevrolet Suburban and (1) 2026 Chevrolet Tahoe

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $520,000 Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: FY26 Source of Funds: CIP

Quantity	Description	Value
1	2026 Chevrolet Suburban - 4WD LS	$ 62,994.00
2	2026 Chevrolet Tahoe - 4WD Commercial	$ 109,874.00
	TOTAL VALUE OF PROJECT	$ 172,868.00

ABOVE TO BE USED FOR: Patrol Use

RECOMMENDED VENDOR:

Business Name: Hertrich Fleet Services

Business Address: 1427 Bay Road

City/State/Zip: Milford, Delaware 19963

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Maryland Statewide Contract		
BPO #001B5600261		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

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

Chief Paul 9/13/22

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Hertrich Fleet Services, Inc. Hagerstown

Vehicle: [Fleet] 2026 Chevrolet Suburban (CK10906) 4WD 4dr LS (Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10906	2026 Chevrolet Suburban 4WD 4dr LS

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
1LS	LS Preferred Equipment Group
A50	Seats, front bucket
GBA	Black
GU5	Rear axle, 3.23 ratio
H0U	Jet Black, Premium cloth seat trim
L84	Engine, 5.3L EcoTec3 V8
MHS	Transmission, 10-speed automatic
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
QDF	Tires, 265/65R18SL all-season, blackwall
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum
URW	Audio system, 17.7" diagonal advanced color LCD display

Options Total $62,994

~~* Only option if 20" Wheels~~
~~$1100~~ TLN

Sam E Hicks

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26150. Data Updated: Aug 5, 2025 6:51:00 PM PDT.

Hertrich Fleet Services, Inc.

PPV

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL
CK10706	2026 Chevrolet Tahoe 4WD 4dr Commercial

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION
___	Active Hill Hold Assist
___	Seat belts, 3-point, all seating positions
___	Capless Fuel Fill
___	Protected idle
___	Instrumentation, analog
___	Exterior ornamentation delete
___	Power supply, 100-amp, auxiliary battery, passenger compartment wiring harness
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness
___	Theft-deterrent system, vehicle, PASS-Key III
1FL	Commercial Preferred Equipment Group
5J3	Calibration, Surveillance Mode interior lighting
5J9	Calibration, taillamp flasher, Red/White
5LO	Calibration, taillamp flasher, Red/Red
5T5	Seats, front cloth and second row vinyl
5Y1	Front center seat (20% seat) delete
6C7	Lighting, red and white front auxiliary dome
6J3	Wiring, grille lamps and siren speakers
6J4	Wiring, horn and siren circuit
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire

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Data Version: 26150. Data Updated: Aug 5, 2025 6:51:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

OPTIONS

CODE	DESCRIPTION
9C1	Identifier for Police Package Vehicle
AMF	Remote Keyless Entry Package
ATD	Seat delete, third row passenger
AX2	Key, unique
AZ3	Seats, front 40/20/40 split-bench
BCV	Lock control, driver side auto door lock disable
BTV	Remote start
C6G	GVWR, 7600 lbs. (3447 kg)
D07	Console, floor
GBA	Black
GU5	Rear axle, 3.23 ratio
H1T	Jet Black, Cloth seat trim
K34	Cruise control, electronic with set and resume speed
K3W	Battery, 850 cold-cranking amps with 95 amp hour rating
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating
KX4	Alternator, 250 amps
L84	Engine, 5.3L EcoTec3 V8
MHU	Transmission, 10-speed automatic
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit
RC1	Skid plate, front
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap
T66	Wiring provision, for outside mirrors and cargo side mirrors
UD7	Rear Parking Assist
URW	Audio system, 17.7" diagonal advanced color LCD display
UT7	Ground wires, blunt cut cargo area and blunt cut console area
V53	Luggage rack side rails, delete

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Data Version: 26150. Data Updated: Aug 5, 2025 6:51:00 PM PDT.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2026 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION
V76	Recovery hooks, 2 front, frame-mounted, Black
VZ2	Speedometer calibration
WUA	Fascia, front high-approach angle
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit
Z56	Suspension Package, heavy-duty, police-rated.

Options Total

Like the ones you got previously

$ 54,937 each

~~If you want spotlight~~

~~+ 800~~ TLH

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Data Version: 26150. Data Updated: Aug 5, 2025 6:51:00 PM PDT.

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5600261 **PRINT DATE:** 01/16/25 **PAGE:** 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID:
HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800)698-9825

REFER QUESTIONS TO:

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

ITB: DGSR5600027

EXPR DATE: 01/15/26
POST DATE: 01/15/25

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

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

****

STATEWIDE CONTRACT
FOR
FULL SIZE UTILITY VEHICLES TYPE 10 & 10-1, MODEL YEAR 2025

****

THIS IS A ONE (1) YEAR CONTRACT WITH ONE (1) RENEWAL OPTION FOR FULL SIZE UTILITY VEHICLES, TYPE 10 & 10-1

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

CONTRACT PERIOD: FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTUER, WHICHEVER OCCURS FIRST. SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, REGARDING PRODUCTION CUT OFF AS SOON AS THE VENDOR/DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

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

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

VEHICLE(S) SHALL BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

DEALER SHALL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE(S) WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICES THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.

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

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

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

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

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

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

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

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

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

TERMS (cont'd):

ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO $10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

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

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

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY; (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND; (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES; AND MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR AND THE PURCHASER.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER
STATE OF MARYLAND

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

BPO NO: 001B5600261 **PRINT DATE:** 01/16/25 **PAGE:** 04

TERMS (cont'd):

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

ALL SPECIFICATIONS, TERMS AND CONDITIONS OF SOLICITATION #BPM047165/001IT821483 INCORPORATED HEREIN.

LINE #	STATE ITEM ID	U/M	UNIT COST		
0001	07048	EA	56,514.0000		

TRUCKS ONE TON & LESS CAPACITY
TYPE 10 FULL SIZE UTILITY VEHICLE, AWD OR 4X4, MODEL YEAR 2025
CHEVROLET TAHOE; 4WD; 4 DR; LS

0002	07048	EA	833.0000		

TRUCKS ONE TON & LESS CAPACITY
TYPE 10 FULL SIZE UTILITY VEHICLE, AWD OR 4X4, MODEL YEAR 2025
OPTION - RWD
CREDIT OF $833.00
CHEVROLET TAHOE; 4WD; 4 DR; LS

0003	07048	EA	60,797.0000		

TRUCKS ONE TON & LESS CAPACITY
TYPE 10-1 FULL SIZE UTILITY VEHICLE, AWD OR 4X4, EXTENDED, MODEL YEAR

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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

BPO NO: 001B5600261 **PRINT DATE:** 01/16/25 **PAGE:** 05

LINE #	STATE ITEM ID	U/M	UNIT COST		

2025
CHEVROLET SUBURBAN; 4WD; 4 DR; LS

0004	07048		EA	2,767.0000	

TRUCKS ONE TON & LESS CAPACITY
TYPE 10-1 FULL SIZE UTILITY VEHICLE, AWD OR 4X4, EXTENDED, MODEL YEAR
2025
OPTION - RWD
CREDIT OF $2767.00
CHEVROLET SUBURBAN; 4WD; 4 DR; LS

END OF ITEM LIST

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

AUTHORIZED BY: _____ **DATE:** _____

BUYER AUTHORIZED DESIGNEE

FMIS-5 (4/96)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Recruiting Initiatives - Safeguard Recruiting LLC (Salt Lake City, UT) $ 25,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_-_Recruiting_Initiative.pdf	Signed Consent Form
Hagerstown_Proposal-compressed.pdf	Proposal
20250813114340603.pdf	Pricing Email / Quote
Safeguard_Recruiting.pdf	Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Recruiting Initiative

Account No: 1610000 5331 G0532 CIP Control No. _____

Budget Amount: $~~42,000.00~~ 25,830 Account Balance: $~~42,000.00~~ 25,830 Unbudgeted Amount: $ Ø

Fiscal Year: 2026 Source of Funds: Recruitment and Retention Grant

Quantity	Description	Value
1	Annual Recruiting	$ 25,000.00
	TOTAL VALUE OF PROJECT	$ $ 25,000.00

ABOVE TO BE USED FOR: Recruiting platform for police officers.

RECOMMENDED VENDOR: Business Name: Safeguard Recruiting, LLC

Business Address: 1953 S. 1100 E.

City/State/Zip: Salt Lake City, Utah 84152

Bid/Proposal/Quote No.: 25-01-0524R Sole Source? ~~X~~ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Utilizing Virginia Sheriffs Association Contract		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	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 recruitment platform enhances our recruiting efforts in marketing and analytics. This purchase will be made through a grant awarded through GOCCP and will be made following City purchasing guidelines.

Signature / Date 8/14/25

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor will need set up in Munis

Signature / Date 8/14/25

(3) Chief Financial Officer

COMMENTS

Approve. Grant-funded purchase.

Signature / Date 08/14/25

(4) City Administrator

COMMENTS

Recommend Approval

Signature / Date 8/14/25

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

PROPOSAL

Tier One Services

PREPARED FOR:
Hagerstown Police Department

SAFEGUARD RECRUITING LLC
1953 S 1100 E
PO BOX 521966
SALT LAKE CITY, UT
84152

2025

GUARANTEED CANDIDATES

List of Services	Included
Guaranteed candidates	100 / month
SAFEGUARD Connect	Unlimited users
Automated nurturing (e-mail and SMS)	✓
Mobile app	✓
E-mail/SMS/call via desktop & mobile app	✓
Ad creative	New ads quarterly
Candidate qualification screening	✓
Social media planning	✓
Reporting & analytics	Live updates / monthly reporting
Customer Support	Phone + e-mail support

MONTHLY PRICING

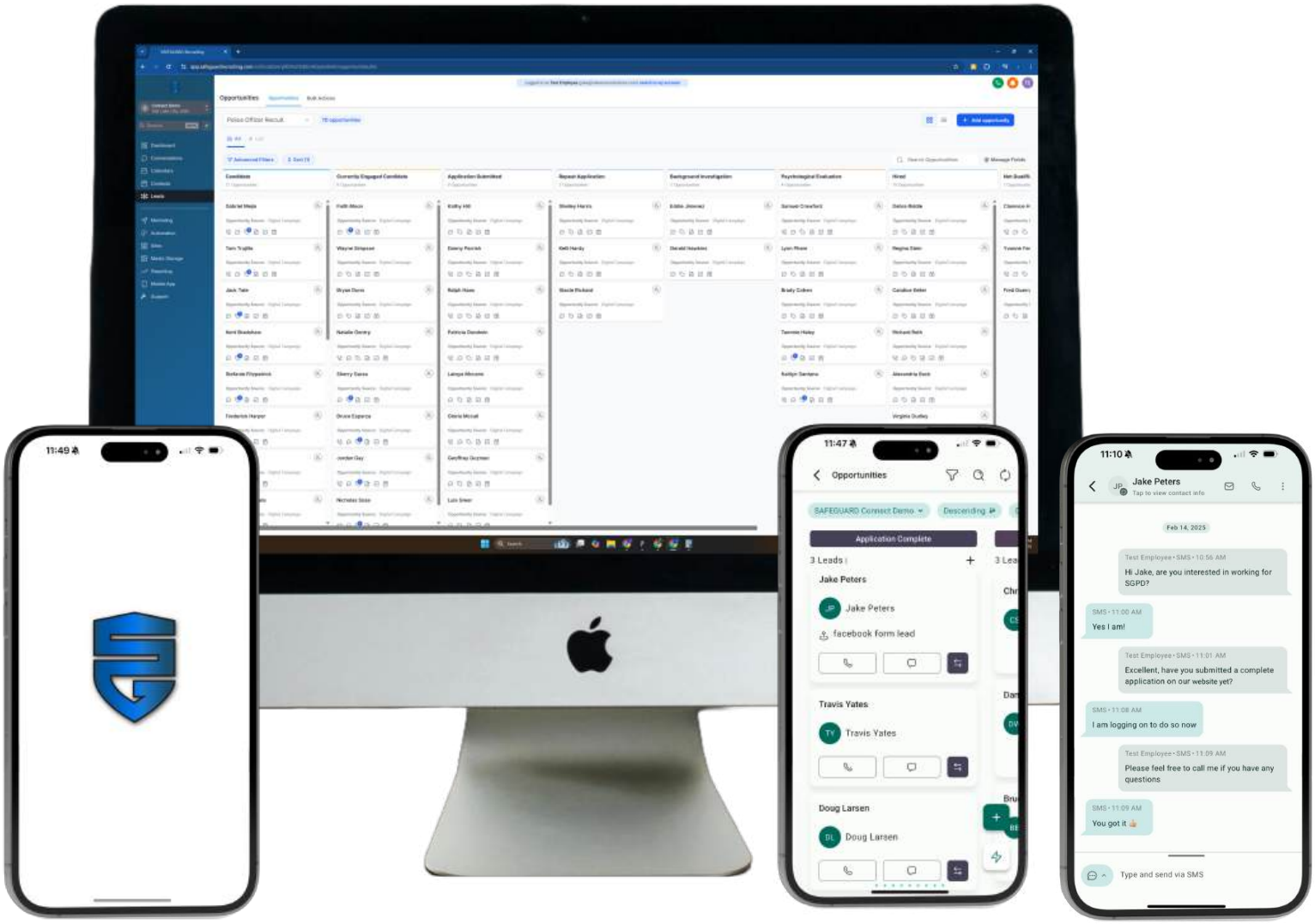
TIER ONE SERVICES ***$2,500***

Total monthly cost reflects the cost of all services. Terms good for 60 days.

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

SAFEGUARD CONNECT

All-In-One Recruitment Platform

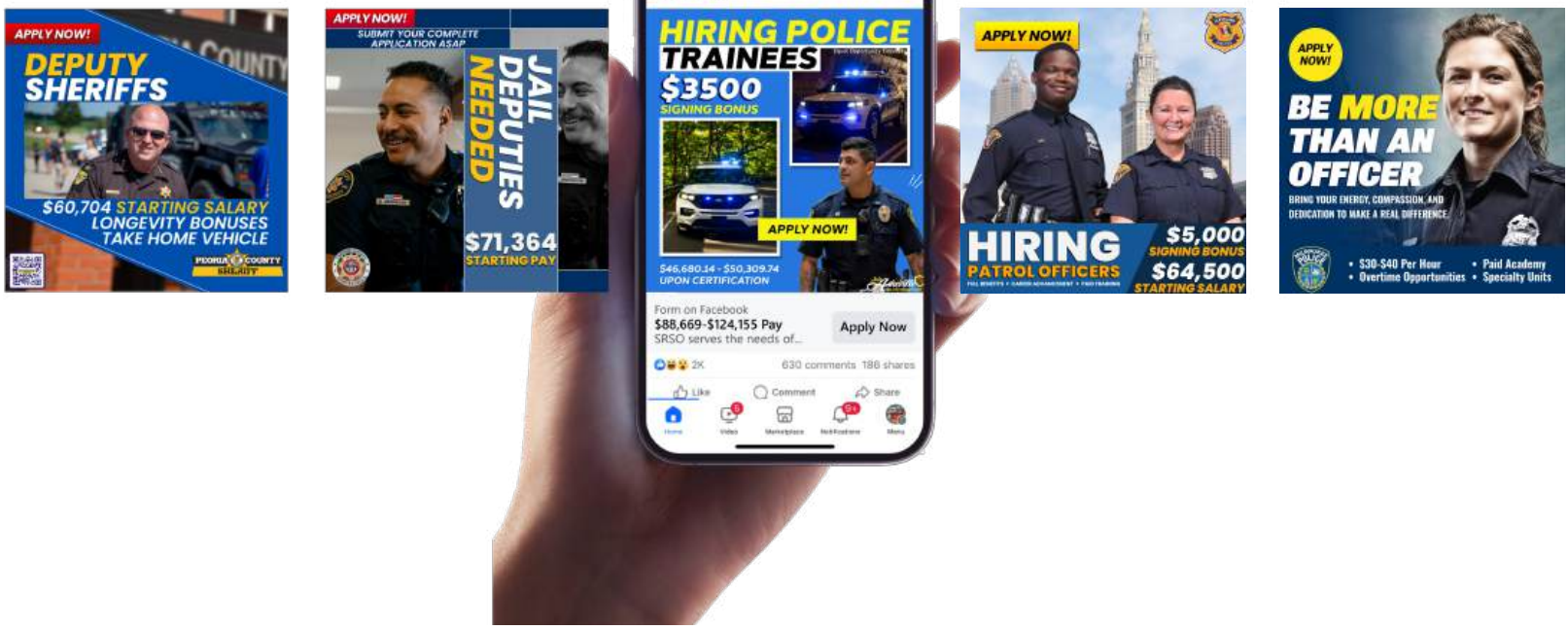


REAL CANDIDATES REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

SOURCING

Data Driven Ad Creation Each Quarter

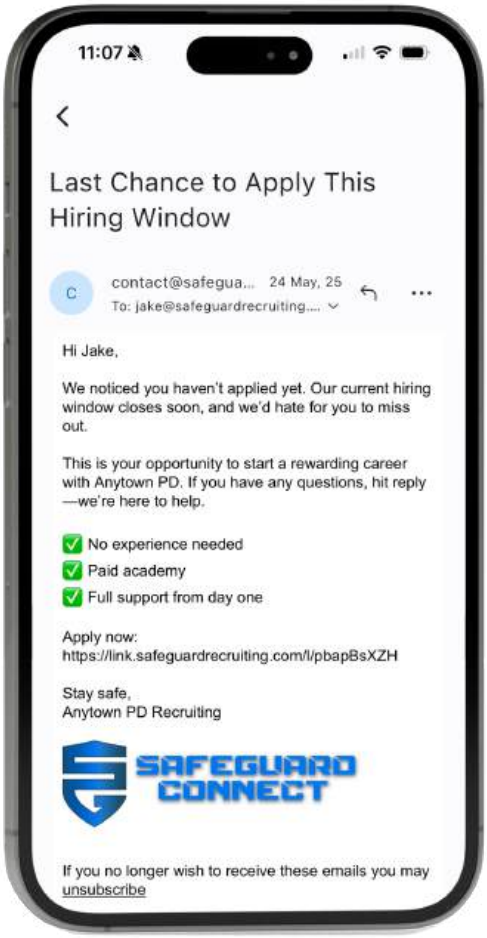


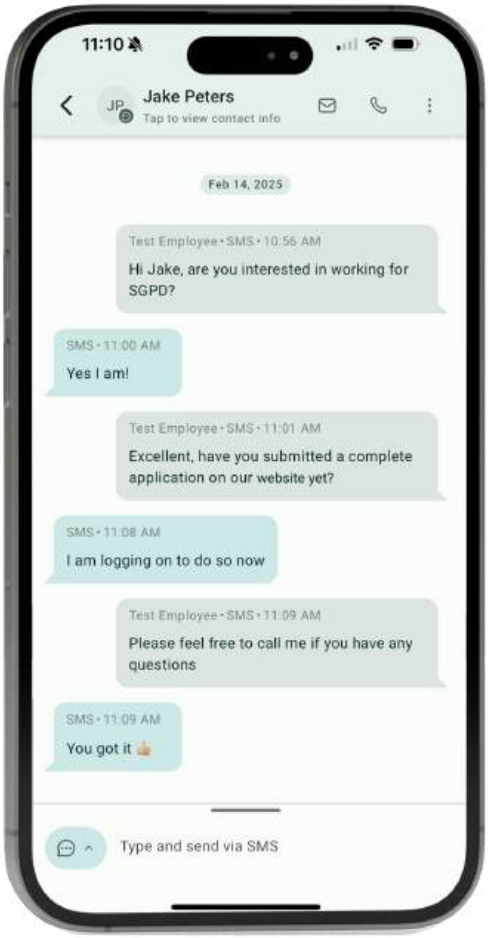
REAL CANDIDATES REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

CANDIDATE NURTURING

80% Of Leads Don't Convert Without Nurturing

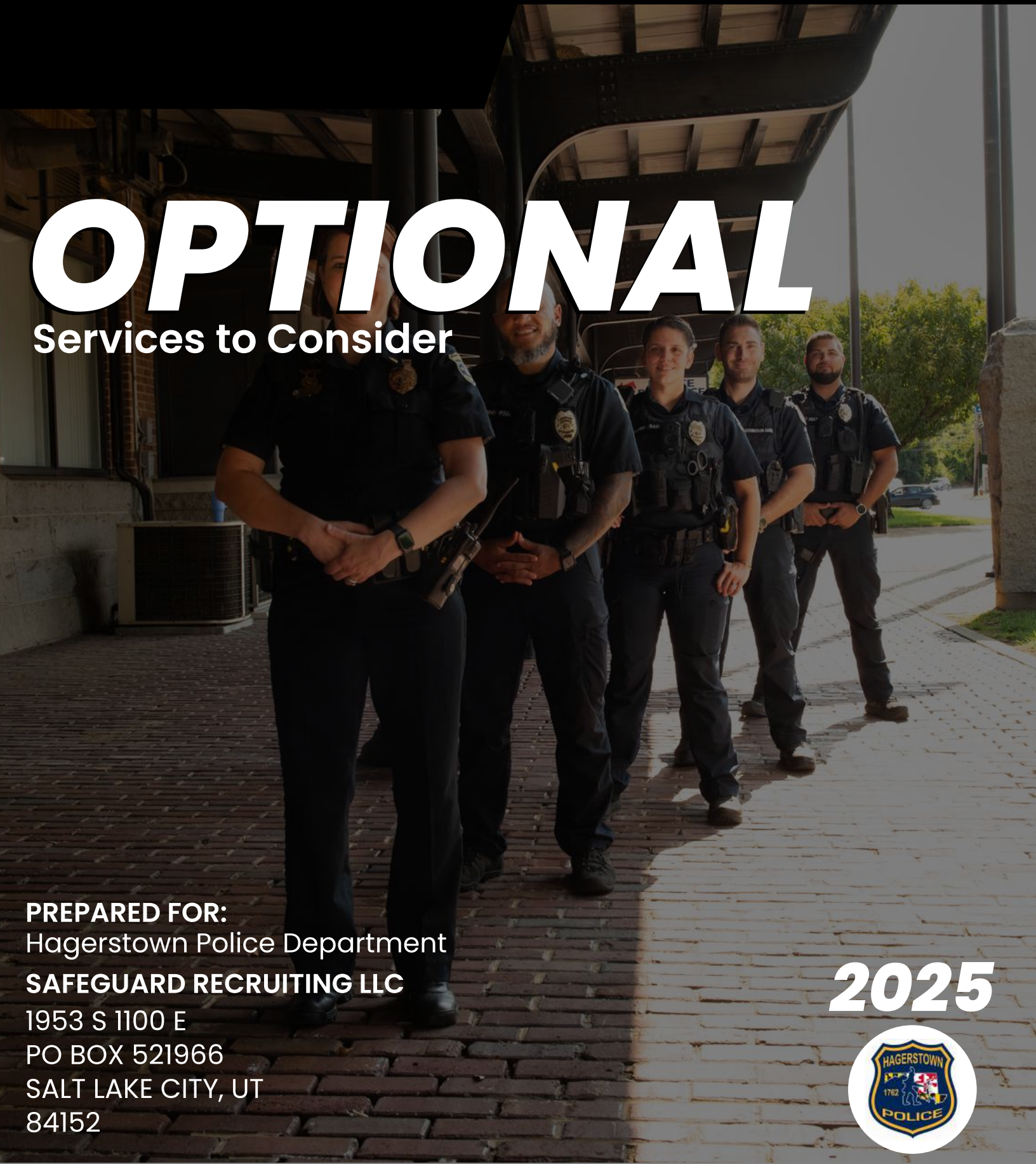




Free up time and energy and let SAFEGUARD Recruiting communicate directly with your candidates through our proven nurturing campaign. Personalized messaging makes candidates feel valued and seen, building a trusted relationship between them and your department.

REAL CANDIDATES REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066



OPTIONAL

Services to Consider

PREPARED FOR:
Hagerstown Police Department

SAFEGUARD RECRUITING LLC
1953 S 1100 E
PO BOX 521966
SALT LAKE CITY, UT
84152

2025

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

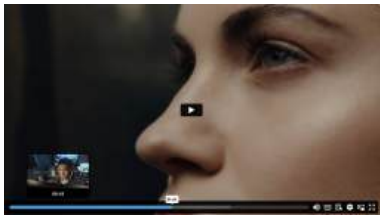
VIDEO PRODUCTION

Made To Attract & Maintain Interest

Our team of photographers and videographers have worked on everything from commercials to movies. Producing your recruiting content with SAFEGUARD ensures the highest level of quality across all mediums.

We work with departments to script out the entire hiring process and we create content that not only attracts candidates to your agency but guides them to their first day on the job.

Combining this content with our automated messaging system keeps candidates engaged and informed.



REQUEST A QUOTE

REAL CANDIDATES REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

PHOTOGRAPHY

Inspire, Attract, And Inform

Photographs are more than pictures—they are the visual story of your department's people, values, and mission. SAFEGUARD Recruiting helps law enforcement agencies build a trusted and professional presence with custom photography designed to inspire, attract, and inform. The right image creates connection—and that connection is where interest begins.

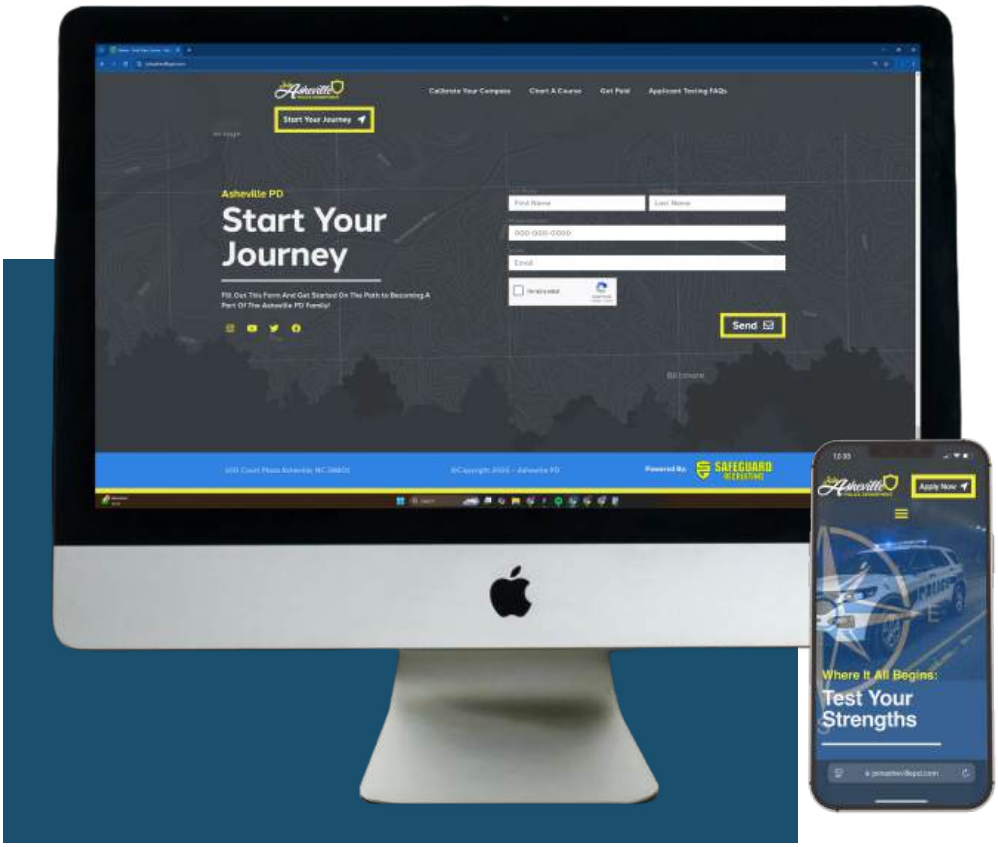
REQUEST A QUOTE

REAL CANDIDATES
REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

WEBSITE CREATION/MANAGEMENT

Turn Your Site Into A Recruiting Asset



Websites built for recruiting, not just visibility, that produce over 20 candidates per month.

REQUEST A QUOTE

REAL CANDIDATES REAL RESULTS

safeguardrecruiting.com
doug@safeguardrecruiting.com
(801) 633-2066

AVOID THE BIDDING PROCESS

VSA First Responder Supplies And Equipment Bid 26-02-0523

Agencies can purchase through SAFEGUARD Recruiting's cooperative purchasing agreement with the Virginia Sheriff's Association without a bidding process.

The Association's program helps to eliminate duplication of effort through the creation of one statewide contract that can be used by all public bodies throughout the United States.

If you have any questions about VSA's First Responder Supplies and Equipment Procurement Program please visit:

https://vasheriff.org/first-responder-supplies-equipment-procurement-program/

SAFEGUARD RECRUITING

REAL CANDIDATES
REAL RESULTS

Carroll, Kristy

From: Plummer, Edward
Sent: Tuesday, August 12, 2025 2:33 PM
To: Carroll, Kristy
Subject: FW: Proposal to Enhance Hagerstown Police Department's Recruiting Initiatives

From: Doug Larsen <doug@safeguardrecruiting.com>
Sent: Tuesday, August 12, 2025 1:50 PM
To: Plummer, Edward <Eplummer@hagerstownpd.org>
Cc: Fetchu, Rebecca <rfetchu@hagerstownpd.org>
Subject: Re: Proposal to Enhance Hagerstown Police Department's Recruiting Initiatives

Yes, we can do $25,000. While it may slightly reduce the number of candidates, the impact should be minimal.

On Tue, Aug 12, 2025 at 10:45 AM Plummer, Edward <Eplummer@hagerstownpd.org> wrote:

> Doug,
>
> We're really looking forward to working with you and your team. For now, we'll set the video project aside and focus on this initiative. Based on my calculations, the total comes to $30,000 for the year. I was wondering if there's any flexibility in the pricing to bring it closer to $25,000?
>
> **Sgt. E. W. Plummer 3841**
>
> **Internal Affairs**
>
> **Body Worn Camera Administrator**
>
> **Master Taser Instructor**
>
> **Hagerstown Police Department**
>
> **50 N. Burhans Blvd.**
>
> **Hagerstown, MD 21740**
>
> **Main Line: 301-790-3700 ext 320**
>
> **Cell Phone: 240-346-8996**
>
> **FAX: 301-393-5886**

Eplummer@hagerstownpd.org

www.hagerstownpd.org

The Hagerstown Police Department is currently hiring police officers.

For more information please visit https://www.hagerstownmd.org/141/Police

From: Doug Larsen <doug@safeguardrecruiting.com>
Sent: Wednesday, August 6, 2025 10:49 AM
To: Fetchu, Rebecca <rfetchu@hagerstownpd.org>; Plummer, Edward <Eplummer@hagerstownpd.org>
Subject: Proposal to Enhance Hagerstown Police Department's Recruiting Initiatives

Thank you for considering us as a partner to support the Hagerstown Police Department's recruiting needs. Based on our assessment of your requirements, we have developed a focused and flexible solution that will help you efficiently attract and retain top-tier candidates.

Our proposal is structured on a **month-to-month basis**, ensuring maximum flexibility for your department. If the current plan does not meet your budget, we are more than willing to make adjustments to your needs to guide our process. If you wish to accelerate your hiring efforts, we are ready to scale up accordingly.

Our proposal includes:

- **Sourcing Candidates:** Proactive identification and engagement of qualified applicants for your open positions.
- **Safeguard Connect:** Utilizing our streamlined platform for efficient candidate communication and tracking.
- **Safeguard's Nurturing Program:** Applying proven strategies to keep candidates engaged and committed throughout the recruitment journey.

You can review the complete proposal attached to this email.

We are confident that this approach will directly address your current recruiting challenges and deliver meaningful results for your department. Please let us know if you'd like to discuss this further, request adjustments, or have specific budget considerations.

We are dedicated to supporting the Hagerstown Police Department and serving as your trusted recruiting partner.

Looking forward to your feedback.

Best regards,

--

Doug Larsen

801-633-2066

https://www.safeguardrecruiting.com/

SAFEGUARD RECRUITING

REAL CANDIDATES, REAL RESULTS

--
Doug Larsen
801-633-2066
https://www.safeguardrecruiting.com/
SAFEGUARD RECRUITING

Virginia Sheriffs' Association
Contract Award Agreement

First Responder Supplies and Equipment Procurement Program

Bid 26-02-0523

We are pleased to announce the Virginia Sheriffs' Association (VSA) has successfully completed its nationwide competitive award for first responder supplies and equipment. All local public bodies are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-02-0523 will be effective June 20, 2025 through June 19, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract, based on your company's bid for Solicitation Number 26-02-0523, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

Signature of Authorized Representative	Signature of VSA Executive Director
Jacob Peters	John W. Jones
Printed Name of Authorized Representative	Printed Name of VSA Executive Director
Safeguard Recruiting LLC	June 20, 2025
Contractor/Vendor Name (Please Print)	Date
2025-06-23	
Date	

Signature Certificate

Reference number: 3B529C8B-50CD-4993-88DB-61668F0EA9A6

Sent on **June 23, 2025 4:54 PM UTC**

Signed By	Signature
Jake Peters jake@safeguardrecruiting.com Viewed: June 23, 2025 4:54 PM UTC Signed: June 23, 2025 4:55 PM UTC	 IP address: 4.23.129.67 Location: North Salt Lake, US

Document completed by all parties on
June 23, 2025 4:55 PM UTC

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Landscape/Grounds Maintenance - Custom Landscape Management, Inc. (Boonsboro, MD) $ 92,055.55

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Landscape_and_Grounds_Maintenance.pdf	Landscape and Grounds Maintenance

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Landscape/Grounds Maintenance

Account No: See description notes CIP Control No. _____

Budget Amount: FY26 $62,181.00 Account Balance: $62,181.20 Unbudgeted Amount: $(29,874.35) *

Fiscal Year: 25/26 Source of Funds: GF, Stormwater, Parking

Quantity	Description	Value
1	Landscape Beds & Ground Maintenance Startup Services	$ 49,027.93
1	Parking Services 5674013-5329 (Aug - Oct)	$ 7,475.34
1	Traffic Islands & Lanscape Beds 5973001 & 0124001-5323 (Aug-Oct)	$ 12,819.15
1	Property Management 5874040-5329 (Aug - Oct)	$ 48.36
1	Rights-Of-Way 0124001-5323 (Aug - Oct)	$ 13,016.52
1	Parks 0145000-5323 (Aug - Oct) As needed	$ 9,668.25
	TOTAL VALUE OF PROJECT $	$ 92,055.55

* Any General Fund FY26 budget deficits will be transferred from GF Contingency line item to cover this unexpected increase.

ABOVE TO BE USED FOR: Previously approved contractor, Lawn Enforcement, failed to complete the contract. Custom Landscape had bid the work in February of 2025 but was not the low bidder. Custom has agreed to complete the landscaping and weed control for the remainder of this season.

RECOMMENDED VENDOR:

Business Name: Custom Landscape Management, Inc.

Business Address: 19704 Shepherdstown Pike

City/State/Zip: Boonsboro, MD 21713

Bid/Proposal/Quote No.: Dated 7/15/2025 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Work has already begun by Custom Landscape at the City's direction. Custom needs to first catch up due to the failure of Lawn Enforcement. All the landscaping beds and rights-of-way need immediate attention.

EB Dh 7/21/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fraca 7/22/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

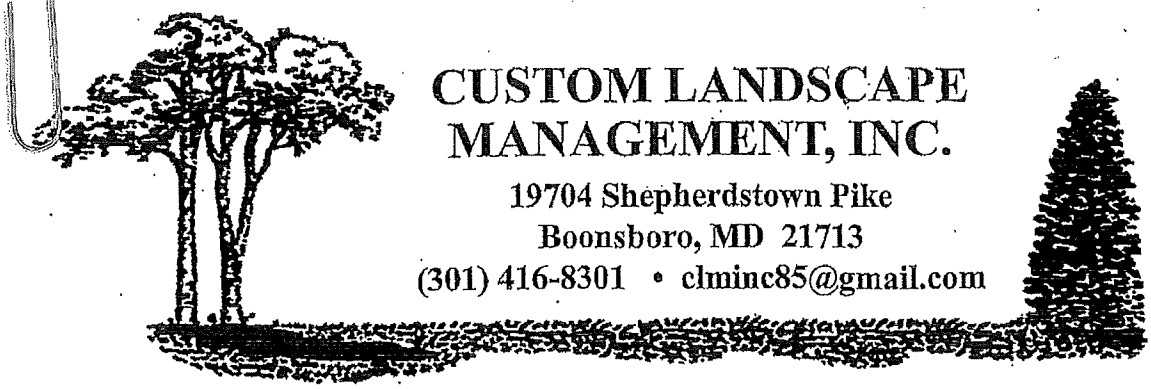
Michelle Hepburn 7/22/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

David Mowen 8/14/25
Signature / Date



CUSTOM LANDSCAPE MANAGEMENT, INC.

19704 Shepherdstown Pike
Boonsboro, MD 21713
(301) 416-8301 • clminc85@gmail.com

NAME	City of Hagerstown	Date	7/15/25
ADDRESS	Landscape Bed + Ground Maintenance		
JOB LOCATION			
PHONE	ORDERED BY	TERMS	

Qty	Proposal	Amount
	Inital Clean Up	
	Items:	
101	Parking System - $2491.78/month	12,458.90
102	Traffic Islands - $4273.05/month	21,365.25
103	Property Management - $16.12/month	80.60
	- Items #101, 102, and 103 will be Charged for 5 months for Inital Clean Up	Total: 33,904.75
	Items:	
104	Right of Way areas - $4338.84/month	8,677.68
105	Parks - $3222.75/month	6,445.50
	- Items #104 and 105 will be Charged for 2 months for initial clean up	Total: 15,123.18
	~~Sub-Total~~	
	Thank You! Sales Tax	
	Signature **Total Due**	49,027.93

APPROVED
Mayor & Council
Date 2/25/25

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: February 25, 2025 Special Session Date: _____

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

Department Director or Manager: Eric Deike

Account/Project Name: Landscape/Grounds Maintenance

Account No: Various CIP Control No. _____

Budget Amount: $see comments Account Balance: $see comment Unbudgeted Amount: $_____

Fiscal Year: FY 25 Source of Funds: General Fund, Stormwater, Parking (see comments)

Quantity	Description	Value
1	Landscape Bed & Ground Maintenance at various locations Citywide	$ 42,845.60
1	Landscape Bed & Ground Maintenance in Parks (as needed)	$ 19,335.60
	TOTAL VALUE OF PROJECT $	$ 62,181.20

ABOVE TO BE USED FOR: Weed control and landscaping in numerous rights-of-way, traffic islands, and parking lots. The Parks Division of Public Works will use the services as needed.

RECOMMENDED VENDOR: Business Name: Lawn Enforcement LLC #5604
Business Address: 996 Mish Road
City/State/Zip: Bunker Hill, WV 25413

Bid/Proposal/Quote No.: RFP-25-GM-02 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Advantage Landscape	Hagerstown, MD	46,641.95
Custom Landscape Management	Boonsboro, MD	114,727.15
JF Enterprises	Leitersburg, MD	384,104.00
ATOC, Inc	Germantown, MD	4,184,108.69

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS See attached comment sheet

2/13/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Karen L. Keep 2/13/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

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

2/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

2/13/25
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
2026 Transit - 350 Cargo RWD Low Roof Van (Cargo) - Keystone Ford (Chambersburg, PA) $ 52,239.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Unit_31_Replacement_-_Cargo_Van.pdf	2026 Transit Cargo Van

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Public Works Vehicles

Account No: 4524000-5843 CIP Control No. C0065

Budget Amount: $$437,000 Account Balance: $~~$424,760~~ $384,312 Unbudgeted Amount: $0

Fiscal Year: 25/26 Source of Funds: Transfers to CIP (GF); General Fund Balance Reserve

Quantity	Description	Value
1	2026 Transit - 350 Cargo RWD Low Roof Van (Cargo)	$ 52,239.00
	TOTAL VALUE OF PROJECT	$ $ 52,239.00

ABOVE TO BE USED FOR: Provides mobile services for building maintenance to buildings such as City Hall, 32 N. Potomac, 60 West Washington, parking structures, and other properties as needed.

RECOMMENDED VENDOR:

Business Name: Keystone Ford

Business Address: 301 Walker Road

City/State/Zip: Chambersburg, PA 17201-3507

Bid/Proposal/Quote No.: CtyofHag1 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase will replace an existing 2006 cargo van. Staff request a 5% allowance for any changes to the estimated price that may occur.

EB Duh 7/30/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/31/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 7/31/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25
Signature / Date

FY 26 thru FY 30

Capital Improvement Plan

City of Hagerstown, Maryland

Project #	45-C0065
Project Name	Public Works Vehicles

Contact	Deike	Department	Public Works
Type	Replacement	Category	Automobiles and Trucks
Status	Active	Useful Life	10 years
Location:	Public Works	Year Submitted:	Ongoing

Description

Per the Vehicle & Equipment Replacement Schedule.

FY26: 2011 JD 310SJ Backhoe #7 ($165,000); 2006 Chevy Van #31 ($65,000); 2015 Chevy Silverado 4x4 #45 ($50,000); 2019 Ferris Mower #65 ($12,000); 2006 Ford E350 Bucket Truck #602 ($145,000)

FY27: 2015 Ford F550 Dump Truck #19 ($140,000); 2015 Chevy Silverado 4x4 #3 ($45,000); 2006 Bobcat A300 #6 ($80,000); 1993 Wacker Roller #84 ($25,000); 2015 Ford F350 #94 ($85,000); 2008 Chevy 2500 2x4 #14 ($45,000); 2016 Ford F250 Crew Cab #47 ($45,000); 2015 JD Z930A Mower #62 ($20,000); 2018 Ferris Mower #64 ($12,000); 2008 Solar Sign Board #616 ($45,000); 2008 Solar Sign Board #617 ($45,000)

FY28: 2017 Ford F550 Dump Truck #17 ($140,000); 2017 Ford F750 Dump Truck #23 ($230,000); 1990 Komatsu FG30-8 #48; ($20,000); 2017 Ford F350 Bucket Truck #601 ($100,000)

FY29: 2019 Ford F750 Salt Truck #24 ($235,000); 2019 Stepp Manufacturing Asphalt Plant #61 ($20,000)

FY30: 2019 Ford F750 Salt Truck #25 ($240,000); 2019 Ford F350 #35 ($40,000); 2019 Ford F350 #36 ($40,000); 2019 John Deere 1025R Tractor #77 ($25,000); 2019 John Deere 1025R Tractor #88 ($25,000)

Justification

Vehicle repair costs and maintenance increase with the age of a vehicle. On average, vehicles should be replaced every 10 years. Some equipment and vehicles should be replaced sooner than 10 years while others can go longer.

Expenditures		FY 26	FY 27	FY 28	FY 29	FY 30	Total
Equip/Vehicles/Furnishings		437,000	587,000	490,000	255,000	370,000	**2,139,000**
	Total	**437,000**	**587,000**	**490,000**	**255,000**	**370,000**	**2,139,000**

Funding Sources		FY 26	FY 27	FY 28	FY 29	FY 30	Total
Transfers to CIP-General Fund		272,000	587,000	490,000	255,000	370,000	**1,974,000**
CIP Fund - GF Fund Balance		165,000	0	0	0	0	**165,000**
	Total	**437,000**	**587,000**	**490,000**	**255,000**	**370,000**	**2,139,000**

Budget Impact

New vehicles and equipment should operate more efficiently and need less maintenance. Newer vehicles will have better fuel economy and less labor and material costs for maintenance.

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026

(attach to consent agenda form)

Department PUBLIC WORKS **Division** FACALITIES & MAINTENANCE

Vehicle Call # 31 Model Yr. 2006 Serial # 1GCGG25V661129504

Make CHEVROLET Model EXPRESS-CARGO

Vehicle Description CARGO VAN

Mileage 68778 # of Service Repair Orders 38 Repair Costs to Date $4644.94

Condition FAIR

Reason(s) for Replacement:

Deteriorating Condition XX Undersized for Type of Work ___ Hours / Age ___ Age ___

Other (please explain) _____

Is Purchase an Addition to Fleet? NO Reason: _____

Disposition:

Sell at Auction: XX Salvage Value: _____ Transfer Within City: _____

Other: _____

Notes:

Date: 07/21/2025 **Report Prepared By:** TODD SHAFFER

Unit Benchmark Cost Summary by VMRS / System Code

	Parts Cost	Part Tax	Labor Cost	Labor Tax	Vendor Part Cost	Vendor Part Tax	Vendor Labor Cost	Vendor Labor Tax	Total
010-000-000 Chassis Group	0.00	0.00	45.63	0.00	0.00	0.00	0.00	0.00	45.63
017-000-000 Tires, Tubes, Liners & Valves	594.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	594.00
030-000-000 Electrical Group	423.13	0.00	203.16	0.00	0.00	0.00	0.00	0.00	626.29
032-000-000 Cranking System	77.28	0.00	34.31	0.00	0.00	0.00	0.00	0.00	111.59
034-000-000 Lighting System	256.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	256.33
040-000-000 Engine / Motor Systems Group	0.00	0.00	346.45	0.00	0.00	0.00	0.00	0.00	346.45
045-000-000 Power Plant	0.00	0.00	45.63	0.00	0.00	0.00	0.00	0.00	45.63
26H-000-000 Transmission	57.30	0.00	375.30	0.00	0.00	0.00	0.00	0.00	432.60
MSC-000-000 Miscellaneous	17.00	0.00	410.67	0.00	0.00	0.00	0.00	0.00	427.67
PMS-000-000 Preventative Maintenance	359.13	0.00	1,399.62	0.00	0.00	0.00	0.00	0.00	1,758.75
Total	**1,784.17**	**0.00**	**2,860.77**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**4,644.94**

Number of Different Parts Used:	37
Total # of part Quantities:	196
Number of Different Mechanics:	4
Total # of Mechanic Hours:	52.00
Number of Different Vendors:	2
Total Number of External Repairs:	5
Total Number of Internal Repair Orders:	38

Average Mechanic Hours per Internal RO:	1.37
Average Cost per Internal RO:	$122.24
Average Cost per External Repair:	$0.00

Prepared for: , City Of Hagerstown
1 East Franklin St, 2nd Floor
Hagerstown, MD 21740
Office: 301-739-8577

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625

Client Proposal

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CityofHag1
Date: 07/30/2025

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs

Dimensions

- Conventional Capacity: 5,100 lbs.
- Front brake diameter: 12.1"
- Vehicle body length: 237.6"
- Vehicle body height: 82.9"
- Side door opening width: 51.2"
- Rear door opening width: 61.7"
- Vehicle turning radius: 23.9'
- Front track: 68.2"
- Front bumper to front axle: 40.3"
- Headroom first-row: 40.8"
- Shoulder room first-row: 67.9"
- GCWR: 10,800 lbs.
- Rear brake diameter: 12.1"
- Vehicle body width: 81.3"
- Side door opening height: 49.6"
- Rear door opening height: 49.5"
- Wheelbase: 148.0"
- * **Rear door opening angle: 253.0**
- Rear track: 68.6"
- Interior rear cargo volume: 277.7 cu.ft.
- Leg room first-row: 41.3"
- Hip room first-row: 60.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-6
- Torque: 260 lb.-ft.@4000 RPM
- 10-speed automatic
- Recommended fuel: regular unleaded
- Capless fuel filler
- 3.5L V-6 port/direct injection, DOHC, variable valve control, engine with 275HP
- Horsepower: 275 HP@6250 RPM
- Radiator
- Rear-wheel drive
- Alternate fuel Type: E85
- All-speed ABS and driveline traction control

Fuel Economy and Emissions

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

Suspension and Handling

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

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Automatic brake hold
- Hill start assist
- Strut front suspension
- Front coil springs
- Leaf spring rear suspension
- Rack-pinion steering
- Front ventilated disc brakes
- Four channel ABS brakes
- Post Collision Braking automatic post-collision braking system
- Brake assist system
- Independent front suspension
- Front anti-roll bar
- Rigid axle rear suspension
- Electric power-assist steering system
- 2-wheel steering system

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2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

Body Exterior

- * **Trailer wiring harness**
- Monotone paint
- Black wheel well trim
- Black door handles
- Black front bumper
- Black grille
- Standard style side mirrors
- Sliding right rear passenger door
- LT235/65RR16 AS BSW front and rear tires
- 3 doors
- Black bodyside cladding
- Black side window trim
- Black windshield trim
- Black rear bumper
- Convex spotter in driver and passenger side door mirrors
- Black door mirrors
- Split swing-out rear cargo door
- 16 x 6.5-inch front and rear silver steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Proximity key with push button start
- Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls
- * **Day/Night rearview mirror**
- * **Full floor console**
- * **Rear window defroster**
- Front beverage holders
- Driver and passenger door bins
- * **Upfitter switches**
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Power tailgate/rear door lock
- FordPass Connect keyfob remote vehicle start
- Power first-row windows
- Driver foot rest
- * **Fixed rear windshield**
- Locking glove box
- Instrument panel bin
- Over the air updates

Comfort

- Manual climate control
- Front headliner coverage
- * **Vinyl/rubber front secondary floor mats**
- Urethane steering wheel
- Manual telescopic steering wheel
- Cloth headliner material
- Front vinyl floor covering
- Front floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 2
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Driver seat armrest
- Manual reclining driver seat
- Bucket front seats
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- * **Front passenger seat armrest**
- Manual driver seat fore/aft control

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Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

- Manual reclining passenger seat
- Vinyl front seat upholstery
- Manual passenger seat fore/aft control

Entertainment Features

- 1 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
- Fixed audio antenna
- 12 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- Auxiliary input jack
- Standard grade speakers
- Steering wheel mounted audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Metal-look instrument panel insert
- Trip odometer
- Telematics Essentials driver information center
- Engine/electric motor temperature gauge
- Gauge cluster display size (inches): 8.00
- Laminated side window glass
- Reflector headlights
- Ford Co-Pilot360 - Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- High mounted center stop light
- Analog instrumentation display
- Digital clock
- Tachometer
- Engine hour meter
- Light tinted windows
- Front windshield solar coating
- Halogen headlights
- Multiple enclosed headlights
- Auto High Beam auto high-beam headlights
- Illuminated entry
- Variable instrument panel light
- Fade interior courtesy lights

Technology and Telematics

- Connected Navigation integrated navigation system with voice activation
- Real-time weather
- Bluetooth handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports
- Real-time traffic
- 911 Assist emergency SOS system via mobile device
- Apple CarPlay/Android Auto smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access

Safety and Security

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Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- 6 airbags
- Front seatbelt pretensioners
- SecuriLock immobilizer
- Lane-Keeping System
- Pre-Collision Assist with Pedestrian Detection
- Evasive Steering Assist evasion assist system
- Ford Co-Pilot360 w/Side Wind Stabilization electronic stability control system with anti-rollover
- Front and rear parking sensors
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- Airbag occupancy sensor
- Front height adjustable seatbelts
- 2 seatbelt pre-tensioners
- Remote panic alarm
- PCA with AEB and Intersection Assist forward collision mitigation with left turn assist
- Driver Alert
- Rear mounted camera
- **Back-up alarm**
- Tire mobility kit

Dimensions

General Weights

Curb weight	5,087 lbs.	Rear curb weight	2,072 lbs.
GVWR	9,500 lbs.	Payload	4,412 lbs.

Trailering Weights

Conventional capacity	5,100 lbs.	GCWR	10,800 lbs.

Front Weights

Front curb weight	3,015 lbs.	GAWR front	4,130 lbs.

Rear Weights

GAWR rear	5,750 lbs.

Off Road

Loading floor height	28.7 "

Exterior Measurements

Vehicle body length	237.6"	Vehicle body width	81.3"
Vehicle body height	82.9"	Rear door opening height	49.5"
Rear door opening width	61.7"	* **Rear door opening angle**	**253.0**
Wheelbase	148.0"	Front brake diameter	12.1"
Rear brake diameter	12.1"	Side door opening height	49.6"
Side door opening width	51.2"	Front track	68.2"
Rear track	68.6"	Vehicle turning radius	23.9'
Front bumper to front axle	40.3"		

Interior Measurements

Interior rear cargo volume	277.7 cu.ft.	Interior cargo area height	56.9 "

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Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

Interior cargo length	143.7 "	Interior cargo area min width	54.8 "
Interior cargo area max width	70.2 "		

Headroom

Headroom first-row	40.8"

Legroom

Leg room first-row	41.3"

Shoulder Room

Shoulder room first-row	67.9"

Hip Room

Hip room first-row	60.7"

Powertrain

Engine

Engine	3.5L V-6 port/direct injection, DOHC, variable valve control, engine with 275HP	Valves per cylinder	4
Engine cylinders	V-6	Engine location	Front mounted engine
Ignition	Spark ignition system	Engine mounting direction engine	Longitudinal mounted
Engine block material	Aluminum engine block	Cylinder head material	Aluminum cylinder head

Engine Specs

Displacement	3.5L	cc	213.4 cu.in.
Bore	3.64"	Stroke	3.41"
Compression ratio	11.8		

Engine Power

Horsepower	275 HP@6250 RPM	Torque	260 lb.-ft.@4000 RPM

Alternator

Alternator amps	250A	Alternator type	Regular duty alternator

Battery

Battery amps	70Ah	* **Battery type**	**Dual lead acid battery**
Battery run down protection protection	Battery run down		

Engine Extras

Radiator	Radiator

Transmission

Transmission	10-speed automatic	Transmission electronic control electronic control	Transmission

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Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.689	Second gear ratio	2.985
Third gear ratio	2.146	Fourth gear ratio	1.769
Fifth gear ratio	1.52	Sixth gear ratio	1.275
Reverse gear ratio	4.866	Seventh gear ratio	1
Eighth gear ratio	0.854	Ninth gear ratio	0.689
Tenth gear ratio	0.636	* **Selectable mode transmission**	**Tow/Haul Mode selectable mode transmission**
Sequential shift control	SelectShift Sequential shift control	Transmission oil cooler	Transmission oil cooler

Drive Type

Drive type	Rear-wheel drive

Drivetrain

Axle ratio	3.73

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

Fuel type	regular unleaded	Alternate fuel type	E85

Fuel Tank

Capless fuel filler	Capless fuel filler	* **Fuel tank capacity**	**30.91 gal.**

Drive Feature

Traction control	All-speed ABS and driveline traction control

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type

Emissions

Emissions	ULEV II emissions	Emissions tiers	Tier 2 Bin 5 emissions

Fuel Economy (Alternate 1)

Additional fuel types	E85 additional fuel types

Suspension and Handling

Suspension

Suspension	Standard ride suspension	Front shock absorbers	Gas-pressurized front shock absorbers

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Selected Equip & Specs (cont'd)

Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes
ABS brakes ..... Four channel ABS brakes
ABS brakes ..... 4-wheel antilock (ABS) brakes
Ventilated brakes ..... Front ventilated disc brakes
Electronic parking brake ..... Electronic parking brake
Post collision braking system ..... Post Collision Braking automatic post-collision braking system

Brake Assistance

Hill start assist ..... Hill start assist
Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar
Suspension ride type front ..... Independent front suspension
Suspension type front ..... Strut front suspension

Front Spring

Regular front springs ..... Regular front springs
Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear leaf springs
Rear springs ..... Regular grade rear springs

Rear Suspension

Suspension type rear ..... Leaf spring rear suspension
Suspension ride type rear ..... Rigid axle rear suspension

Steering

Steering ..... Electric power-assist steering system
Steering type number of wheels ..... 2-wheel steering system
Steering type ..... Rack-pinion steering

Exterior

Front Wheels

Front wheels diameter ..... 16"
Front wheels width ..... 6.5"

Rear Wheels

Rear wheels diameter ..... 16"
Rear wheels width ..... 6.5"

Front And Rear Wheels

Appearance ..... silver
Material ..... steel

Front Tires

Aspect 65
Sidewalls ..... BSW
Tread ..... AS
Diameter ..... 16"
Speed ..... R
Type ..... LT

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2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

Width	235mm	Front wheel - RPM	720

Rear Tires

Aspect	65	Diameter	16"
Sidewalls	BSW	Speed	R
Tread	AS	Type	LT
Width	235mm	Rear wheel - RPM	720

Body Exterior

Trailering

* **Towing class**	**Class III tow rating**	* **Towing hitch**	**Trailer hitch**
* **Towing wiring harness**	**Trailer wiring harness**	* **Towing brake controller**	**Trailer brake controller**
* **Towing trailer sway**	**Trailer sway control**		

Exterior Features

Number of doors	3 doors	License plate front bracket	Front license plate bracket

Body

Body panels — Fully galvanized steel body panels with side impact beams

Mirrors

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

Spare Tire

* **Spare tire**	**Full-size spare tire with steel wheel**	* **Spare tire location**	**Crank-down spare tire**

Tires

Front tires LT load rating	C	Rear tires LT load rating	C

Wheels

Wheel covers — Wheel hub covers

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Fob engine controls	Proximity key with push button start
Keyfob door locks	Keyfob activated door locks	All-in-one key	All-in-one remote fob and ignition key
Auto door locks	Auto-locking doors	Tailgate control	Power tailgate/rear door lock

Cruise Control

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Selected Equip & Specs (cont'd)

Cruise control ... Cruise Control w/Adjustable Speed Limiting Device (ASLD) cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls ... FordPass Connect keyfob remote vehicle start

Rear View Mirror

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

Exterior Mirrors

Door mirrors ... Power door mirrors ... Folding door mirrors ... Manual folding door mirrors

Front Side Windows

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

Floor Console

* **Floor console** ... **Full floor console** ... Floor console storage ... Floor console storage

Power Outlets

12V power outlets ... 3 12V power outlets ... * **120V AC power outlets** ... **1 120V AC power outlet**

Cargo Features

Cargo light ... Cargo area light

Cargo Trim

* **Cargo floor type** ... **Vinyl/rubber cargo area floor**

Pedals

Driver foot rest ... Driver foot rest

Rear Windshield

* **Rear window defroster** ... **Rear window defroster** ... * **Rear windshield** ... **Fixed rear windshield**

Storage

Door bins front ... Driver and passenger door bins ... Beverage holders ... Front beverage holders
Glove box ... Locking glove box ... Instrument panel storage ... Instrument panel bin

Windows Feature

One-touch down window ... Driver one-touch down window

Miscellaneous

PRND in IP ... PRND in IP ... * **Upfitter switches** ... **Upfitter switches**
Over the air updates ... Over the air updates

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Selected Equip & Specs (cont'd)

Comfort

Climate Control

Climate control	Manual climate control

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Front headliner coverage

Floor Trim

Floor covering	Front vinyl floor covering	Floor coverage	Front floor coverage
* **Secondary floor mats**	**Vinyl/rubber front secondary floor mats**		

Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	2

Front Seats

Driver seat direction	Driver seat with 4-way directional controls	Driver seat fore/aft control	Manual driver seat fore/aft control
Passenger seat direction	Front passenger seat with 4-way directional controls	Split front seats	Bucket front seats
Reclining passenger seat	Manual reclining passenger seat	Passenger seat fore/aft control	Manual passenger seat fore/aft control
Front head restraints	Height adjustable front seat head restraints	Front head restraint control	Manual front seat head restraint control
Armrests front driver	Driver seat armrest	* **Armrests front passenger**	**Front passenger seat armrest**
Reclining driver seat	Manual reclining driver seat		

Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery

Gearshifter Material

Gearshifter material	Urethane gear shifter material

Entertainment Features

Displays

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Selected Equip & Specs (cont'd)

Primary touchscreen display ... Primary touchscreen display
Primary display size ... 12 inch primary display
Number of first-row displays 1 total number of 1st row displays

Radio Features

Aux input jack ... Auxiliary input jack
Seek scan ... Seek scan
External memory ... SYNC 4 external memory control

Speakers

Speakers ... Standard grade speakers
Speakers number ... 4

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls
Voice activated audio ... SYNC 4 with Enhanced Voice Recognition (Alexa-Built-In) voice activated audio controls
Wireless streaming ... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrument Panel Trim

Panel insert ... Metal-look instrument panel insert

Instrumentation

Trip odometer ... Trip odometer
Instrumentation display ... Analog instrumentation display

Instrumentation Displays

Driver information center ... Telematics Essentials driver information center
Clock ... Digital clock

Instrumentation Gauges

Tachometer ... Tachometer
Gauge cluster display size (inches) ... 8.00
Engine/electric motor temperature gauge ... Engine/electric motor temperature gauge
Engine hour meter ... Engine hour meter

Instrumentation Warnings

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

Glass

Tinted windows ... Light tinted windows
Laminated window ... Laminated side window glass

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Selected Equip & Specs (cont'd)

Headlights

Headlights ..... Halogen headlights
Auto headlights ..... Ford Co-Pilot360 - Autolamp auto on/off headlight control
Delay off headlights ..... Delay-off headlights
Headlight type ..... Reflector headlights
Multiple headlights ..... Multiple enclosed headlights
Auto high-beam headlights ..... Auto High Beam auto high-beam headlights

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Front reading lights ..... Front reading lights
Variable panel light ..... Variable instrument panel light

Lights

Interior courtesy lights ..... Fade interior courtesy lights
High mount stop light ..... High mounted center stop light

Technology and Telematics

Navigation

Integrated navigation ..... Connected Navigation integrated navigation system with voice activation

Connectivity

Handsfree ..... Bluetooth handsfree wireless device connectivity
Real time traffic ..... Real-time traffic
Emergency SOS ..... 911 Assist emergency SOS system via mobile device
Smart device integration ..... Apple CarPlay/Android Auto smart device wireless mirroring
Real time weather ..... Real-time weather

Internet Access

Internet access ..... FordPass Connect 5G mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ..... Driver front impact airbag
Front impact airbag passenger ..... Cancellable front passenger air bag
Front side impact airbag passenger ..... Seat mounted side impact front passenger airbag
Number of airbags ..... 6 airbags
Front side impact airbag driver ..... Seat mounted side impact driver airbag
Occupancy sensor ..... Airbag occupancy sensor

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

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Selected Equip & Specs (cont'd)

Overhead airbags Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts Front height adjustable seatbelts

Seatbelt pretensioners Front seatbelt pretensioners

Seatbelt pretensioners number 2 seatbelt pre-tensioners

Security System

Immobilizer SecuriLock immobilizer

Remote panic alarm Remote panic alarm

Active Driving Assistance

Lane departure Lane-Keeping System

Forward collision warning PCA with AEB and Intersection Assist forward collision mitigation with left turn assist

Pedestrian detection Pre-Collision Assist with Pedestrian Detection

Driver attention monitor Driver Alert

Evasion assist system Evasive Steering Assist evasion assist system

Cameras

Rear camera Rear mounted camera

Traction Control

Electronic stability control Ford Co-Pilot360 w/Side Wind Stabilization electronic stability control system with anti-rollover

Parking Sensors

* **Back up alarm** **Back-up alarm**

Parking sensors Front and rear parking sensors

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

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Warranty

Standard Warranty

Basic Warranty

Basic warranty	36 months/36,000 miles

Powertrain Warranty

Powertrain warranty	60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty	60 months/unlimited

Roadside Assistance Warranty

Roadside warranty	60 months/60,000 miles

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

Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/30/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

As Configured Vehicle

Code	Description	MSRP
W1Y	Base Vehicle Price (W1Y)	$52,000.00
101A	Order Code 101A *Includes:* *- Engine: 3.5L PFDi V6 Flex-Fuel* *Includes port injection.* *- Transmission: 10-Spd Automatic w/OD & SelectShift* *Includes auxiliary transmission oil cooler.* *- 3.73 Axle Ratio* *- GVWR: 9,500 lb* *- Tires: 235/65R16C 121/119 R AS BSW* *- Wheels: 16" Silver Steel w/Black Hubcap* *- Vinyl Front Bucket Seats* *Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest.* *- Radio: AM/FM Stereo* *- SYNC 4* *Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digitial owner's manual and conversational voice command recognition.* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date, Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.*	N/C
998	Engine: 3.5L PFDi V6 Flex-Fuel *Includes port injection.*	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift *Includes auxiliary transmission oil cooler.*	Included
X73	3.73 Axle Ratio	Included
STDGV	GVWR: 9,500 lb	Included
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
51D	Spare Tire & Wheel *Includes 3 ton jack, tool kit and full-size matching tire.*	$300.00
V	Vinyl Front Bucket Seats *Includes driver and front-passenger manual reclining bucket seats with adjustable headrest and inboard armrest.*	Included

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

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

As Configured Vehicle (cont'd)

Code	Description	MSRP
21P	Dark Palazzo Gray Vinyl Bucket Seats w/Armrests *Includes 2-way manual driver seat and 2-way manual passenger seat.*	$45.00
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
STDRD	Radio: AM/FM Stereo *Includes:* *- SYNC 4* *Includes 12" center display, Bluetooth, dual USB ports, enhanced voice recognition and connectivity package which includes information on demand panel, wireless Apple CarPlay and Android Auto compatibility, cloud connected, 911 Assist, digitial owner's manual and conversational voice command recognition.* *- Ford Connectivity Package (1-Year Included)* *Includes unlimited Wi-Fi hotspot, connected navigation, audio and video streaming, voice assistant and entertainment. Note: Ford Connectivity Package included for one-year from warranty start date, Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.*	Included
655	Midship Extended Range Fuel Tank (31 Gallons) *Includes capless fuel fill.*	Included
63F	Auxiliary Fuel Port Extension Line *Allows for access to the auxiliary fuel port without removing fuel tank.* *Includes:* *- Midship Extended Range Fuel Tank (31 Gallons)* *Includes capless fuel fill.*	$385.00
18P	253-Degree Rear Door Opening	$95.00
67D	Trailer Brake Controller (TBC) This option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).	$230.00
53B	Heavy-Duty Trailer Tow Package *Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D). Additionally, this option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built).* *Includes:* *- Tow/Haul Mode w/Trailering Wiring Provisions* *- Frame Mounted Hitch Receiver*	$485.00
17A	Fixed Rear Cargo Door Glass *Includes:* *- Rear-Window Defroster*	$250.00

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

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

As Configured Vehicle (cont'd)

Code	Description	MSRP
	- Rearview Mirror	
66C	D-Pillar Assist Handles *Located on the driver and passenger-side.*	$60.00
67E	Large Center Console *Includes an integrated shifter, a dual cup holder and an additional storage area.*	Included
60B	Heavy-Duty Load Floor & Scuff Plate Protection Pkg *Includes 1/2" thick composite polyethylene anti-slip surface.* *Includes:* *- Heavy-Duty Scuff Plate Kit* *Heavy-duty scuff plate kit is made of durable 14 gauge steel heavy-duty scuffs for rear cargo doors and sliding passenger-side door.*	$1,130.00
87E	Auxiliary Fuse Panel *Includes high spec interface connector.* *Includes:* *- Dual AGM Batteries (70 Amp-hr Each)* *- Modified Vehicle Wiring System* *Includes modified vehicle connections for customized wiring harness provisions.*	Included
53K	Modified Vehicle Wiring System *Includes modified vehicle connections for customized wiring harness provisions.*	Included
63E	Dual AGM Batteries (70 Amp-hr Each)	Included
90D	110V/400W Power Outlet *High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site.*	$215.00
67C	Upfitter Package *Includes high capacity upfitter switches.* *Includes:* *- Large Center Console* *Includes an integrated shifter, a dual cup holder and an additional storage area.* *- Auxiliary Fuse Panel* *Includes high spec interface connector.* *- Dual AGM Batteries (70 Amp-hr Each)* *- Modified Vehicle Wiring System* *Includes modified vehicle connections for customized wiring harness provisions.*	$610.00
86F	2 Additional Keys (4 Total) *Includes key fobs.*	$75.00
85B	Heavy-Duty Scuff Plate Kit *Heavy-duty scuff plate kit is made of durable 14 gauge steel heavy-duty scuffs for rear cargo doors and sliding passenger-side door.*	Included

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

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

As Configured Vehicle (cont'd)

Code	Description	MSRP
43B	Back Up Alarm Ford accessory, pre-installed. *Includes 97 dB(A) warning capability.*	$190.00
86W	Front All-Weather Floor Mats Ford accessory, pre-installed.	$120.00
15C	Front Black Wheel Well Liners Ford accessory, pre-installed.	$295.00
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	N/C
FLADCR	Fleet Advertising Credit	$0.00
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
425	50-State Emissions System	STD
YZ_01	Oxford White	N/C
VK_01	Dark Palazzo Gray w/Vinyl Front Bucket Seats	N/C

SUBTOTAL	$56,485.00
Destination Charge	$2,095.00
TOTAL	$58,580.00

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

Prepared for:
City Of Hagerstown
Prepared by: Chad M Sites
07/30/2025

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2026 Transit-350 Cargo RWD Low Roof Van 148" WB Base (W1Y)

Price Level: 625 | Quote ID: CityofHag1

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$52,000.00
Options	$4,485.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,095.00
Subtotal	$58,580.00

Pre-Tax Adjustments

Code	Description	MSRP
6	Discount *Pricing valid for 30 days*	-$6,341.00
Total		$52,239.00

Customer Signature

Acceptance Date

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

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
John Deere 320 P-Tier Backhoe - James River Equipment (Baltimore, MD) $ 159,090.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_John_Deere_Backhoe.pdf	John Deere Backhoe

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Public Works Vehicles

Account No: 4524000-5843 CIP Control No. C0065

Budget Amount: $$437,000 Account Balance: $~~$424,760~~ $326,312 Unbudgeted Amount: $0

Fiscal Year: 25/26 Source of Funds: Transfers to CIP (GF); General Fund Balance

Quantity	Description	Value
1	John Deere 320 P-Tier Backhoe	$ 159,090.00
	TOTAL VALUE OF PROJECT	$ $ 159,090.00

ABOVE TO BE USED FOR: This will be an additional backhoe for construction and maintenance services in the Street Division.

RECOMMENDED VENDOR:

Business Name: James River Equipment

Business Address: 8411 Pulaski Highway

City/State/Zip: Baltimore, MD 21237

Bid/Proposal/Quote No.: 33108333 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
NOTE: James River holds the John	Deere contract for construction equip-	
ment for this region.		
John Deere Sourcewell #011723-JDC		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is an additional piece of equipment for construction and maintenance services.

8/8/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approval - needs posted on CVG

8/12/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25
Signature / Date

JOHN DEERE

Quote Summary

Prepared For

CITY OF HAGERSTOWN
51 MEMORIAL BLVD W
HAGERSTOWN, MD 21740
Business: 301-739-8577
Mobile: 240-675-3749
Email:TSHAFFER@HAGERSTOWNMD.ORG

Prepared By

JAMIE SCHWARTZ
James River Equipment
8411 Pulaski Highway
Baltimore, MD 21237
Phone: 410-687-1700
Mobile: 240-619-9041
jamie.schwartz@jamesriverequipment.com

Quote Id: 33108333
Created On: 02 July 2025
Expiration Date: 30 September 2025

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 320 P-Tier Backhoe Loader	$ 159,090.00	X	1	=	$ 159,090.00
Extended Warranty					
Extended Warranty, 320 P, Powertrain And Hydraulics, 3000 Total Hours or 60 Total Months, $0 Deductible					
Sub Total					**$ 159,090.00**
Equipment Total					**$ 159,090.00**
Trade In Total					**$ 0.00**

Quote Summary

Equipment Total	$ 159,090.00
Trade In	
Document Fee	$ 0.00
SubTotal	$ 159,090.00
Total	$ 159,090.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 159,090.00**

Salesperson : X_____ Accepted By : X _____

JOHN DEERE

Selling Equipment

Quote Id: 33108333 **Customer:** CITY OF HAGERSTOWN

JOHN DEERE 320 P-Tier Backhoe Loader

Hours:
Stock Number:

Description	Qty
320 P-Tier Backhoe Loader	1
Standard Options - Per Unit	
JDLink™	1
United States	1
English	1
Translated Text Labels	1
Level 2 Cab	1
Level 2 Performance Package	1
Rear Camera System (with Secondary Display)	1
Basic Package Radio	1
Autoshift Transmission - Mechanical Front Wheel Drive (MFWD) with Limited Slip Differential	1
John Deere 4.5L - FT4/Stage IV	1
Galaxy 19.5L-24 12PR Rear & 12.5/80-18 10PR Front	1
Dual Batteries with Disconnect and Jump Post	1
450 lb. (204 kg.) Front Counterweight	1
Heavy Lift - Extendible Dipperstick	1
Auxiliary Hydraulics with One & Two Way Flow (Hammer & Thumb/Swinger)	1
Pilot Controls, Two Lever, with Pattern Selection	1
Loader Coupler, Three-Function Hydraulics, Single Lever	1
Deere Standard Quick Coupler - 42 in. Thumb Ready	1
24 in. (611 mm.) Heavy-Duty Bucket, 6.9 cu. ft. (0.20 cu. m.)	1
92 in. (2.35 m.) General Purpose Coupler Bucket, 1.39 cu. yd. (1.06 cu. m.)	1
Thumb - 42 in. 4 Tine	1

JOHN DEERE

Selling Equipment

Quote Id: 33108333 **Customer:** CITY OF HAGERSTOWN

Fire Extinguisher Bracket	1
Diagnostic Oil Sampling Ports	1
Engine Coolant Heater	1
Premium Mirrors - Exterior Rear View Mirrors (2) and Front View Mirror (1)	1
Flip-down Front Sun Visor	1
Chrome Exhaust Extension	1
LED 4-Corner Beacon Lights	1
Dealer Attachments	
Rubber Bumper for Grille Frame	1
Forks, Pallet (2) 60 in.(1.52m) with 60 in. (1.52m) Coupler Fork Carriage	1
Other Charges	
Sourcewell Fee	1
Labor - Rubber Bumper	1

JOHN DEERE Extended Warranty

Extended Warranty Proposal

PowerGard™ Protection Plan

Backhoes
Date : August 7, 2025

Machine/Use Information		Plan Description		Price	
Manufacturer	**JOHN DEERE**	Plan Type:	Extended Warranty	Deductible:	$ 0
Equipment Type	Backhoes	Coverage:	Powertrain And Hydraulics	Quoted Price	$ 0.00
Model	320 P	Total Months:	60	Powergard List	
Country	US	Total Hours:	3000	Date Quoted	
MFWD/Tracks	N				
Scraper Use					

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name – Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

Project #	45-C0065
Project Name	Public Works Vehicles

Contact	Deike	**Department**	Public Works
Type	Replacement	**Category**	Automobiles and Trucks
Status	Active	**Useful Life**	10 years
Location:	Public Works	**Year Submitted:**	Ongoing

Description

Per the Vehicle & Equipment Replacement Schedule.

FY26: 2011 JD 310SJ Backhoe #7 ($165,000); 2006 Chevy Van #31 ($65,000); 2015 Chevy Silverado 4x4 #45 ($50,000); 2019 Ferris Mower #65 ($12,000); 2006 Ford E350 Bucket Truck #602 ($145,000)

FY27: 2015 Ford F550 Dump Truck #19 ($140,000); 2015 Chevy Silverado 4x4 #3 ($45,000); 2006 Bobcat A300 #6 ($80,000); 1993 Wacker Roller #84 ($25,000); 2015 Ford F350 #94 ($85,000); 2008 Chevy 2500 2x4 #14 ($45,000); 2016 Ford F250 Crew Cab #47 ($45,000); 2015 JD Z930A Mower #62 ($20,000); 2018 Ferris Mower #64 ($12,000); 2008 Solar Sign Board #616 ($45,000); 2008 Solar Sign Board #617 ($45,000)

FY28: 2017 Ford F550 Dump Truck #17 ($140,000); 2017 Ford F750 Dump Truck #23 ($230,000); 1990 Komatsu FG30-8 #48; ($20,000); 2017 Ford F350 Bucket Truck #601 ($100,000)

FY29: 2019 Ford F750 Salt Truck #24 ($235,000); 2019 Stepp Manufacturing Asphalt Plant #61 ($20,000)

FY30: 2019 Ford F750 Salt Truck #25 ($240,000); 2019 Ford F350 #35 ($40,000); 2019 Ford F350 #36 ($40,000); 2019 John Deere 1025R Tractor #77 ($25,000); 2019 John Deere 1025R Tractor #88 ($25,000)

Justification

Vehicle repair costs and maintenance increase with the age of a vehicle. On average, vehicles should be replaced every 10 years. Some equipment and vehicles should be replaced sooner than 10 years while others can go longer.

Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Equip/Vehicles/Furnishings	437,000	587,000	490,000	255,000	370,000	2,139,000
Total	437,000	587,000	490,000	255,000	370,000	2,139,000

Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Transfers to CIP-General Fund	272,000	587,000	490,000	255,000	370,000	1,974,000
CIP Fund - GF Fund Balance	165,000	0	0	0	0	165,000
Total	437,000	587,000	490,000	255,000	370,000	2,139,000

Budget Impact

New vehicles and equipment should operate more efficiently and need less maintenance. Newer vehicles will have better fuel economy and less labor and material costs for maintenance.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
John Deere 2653B Precision Cut Trim and Surrounds Mower - Deere & Company (Cary, NC) $ 46,108.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_John_Deere_Mower_-_Unit_323.pdf	John Deere Mower

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Golf Course - Vehicles/Equipment

Account No: 5785001-5850 CIP Control No. C0395

Budget Amount: $69,000 Account Balance: $69,000 Unbudgeted Amount: $0

Fiscal Year: 25/26 Source of Funds: Golf Fund

Quantity	Description	Value
1	John Deere 2653B Precision Cut Trim and Surrounds Mower	$ 46,108.50
	TOTAL VALUE OF PROJECT $	$ 46,108.50

ABOVE TO BE USED FOR: To mow the areas about the greens and fairways at The Greens At Hamilton Run Golf Course. This will replace Unit #323 (mower).

RECOMMENDED VENDOR:

Business Name: Deere & Company

Business Address: 2000 John Deere Run

City/State/Zip: Cary, NC 27513

Bid/Proposal/Quote No.: 32395243 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Preferred vendor. John Deere MD Grounds Maint Equip contract # NTA-506-25-002		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The golf cart and fairway mower are not being purchased per the CIP. This is a different mower than listed.

8/12/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

8/12/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25
Signature / Date

JOHN DEERE

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

- ☐ Vendor: Deere & Company 2000 John Deere Run Cary, NC 27513
- ☐ Signature on all LOIs and POs with a signature line
- ☐ Contract name or number; or JD Quote ID
- ☐ Sold to street address
- ☐ Ship to street address (no PO box)
- ☐ Bill to contact name and phone number
- ☐ Bill to address
- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)
- ☐ Membership number if required by the contract

For any questions, please contact:

Josh Berman

Finch Turf, Inc. 9 Venture Way
Eldersburg, MD 21784

Tel: 800-783-3373
Mobile Phone: 410-259-6433
Fax: 410-848-4615
Email: jberman@finchturf.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

JOHN DEERE

FINCH TURF

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Finch Turf, Inc.
2000 John Deere Run	9 Venture Way
Cary, NC 27513	Eldersburg, MD 21784
FED ID: 36-2382580	800-783-3373
UEID: FNSWEDARMK53	eldersburg@finchinc.com

Quote Summary

Prepared For:

HAGERSTOWN GOLF COURSE
351 N CLEVELAND AVE
HAGERSTOWN, MD 21740
Business: 301-733-8630
CBEACH@HAGERSTOWNMD.ORG

Delivering Dealer:

Finch Turf, Inc.
Josh Berman
9 Venture Way
Eldersburg, MD 21784
Phone: 800-783-3373
Mobile: 410-259-6433
jberman@finchturf.com

Quote Id: 32395243
Created On: 26 February 2025
Last Modified On: 26 July 2025
Expiration Date: 01 October 2025

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower	$ 46,108.50 X	1 =	$ 46,108.50

Contract: MD Grounds Maint Equip NTA-506-25-002 (PG MP CG 22)
Price Effective Date: February 25, 2025

Equipment Total **$ 46,108.50**

Trade In Total **$ 0.00**

* Includes Fees and Non-contract Items

Quote Summary	
Equipment Total	$ 46,108.50
Trade In	
SubTotal	**$ 46,108.50**
Est. Service Agreement Tax	$ 0.00
Total	$ 46,108.50
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 46,108.50**

Salesperson: X_____ Accepted By: X_____

JOHN DEERE

FINCH TURF

Selling Equipment

Quote Id: 32395243 **Customer Name:** HAGERSTOWN GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Finch Turf, Inc.
9 Venture Way
Eldersburg, MD 21784
800-783-3373
eldersburg@finchinc.com

JOHN DEERE 2653B PrecisionCut Trim and Surrounds Mower

Contract: MD Grounds Maint Equip NTA-506-25-002 (PG MP CG 22)

Price Effective Date: February 25, 2025

Selling Price *
$ 46,108.50

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
122ATC	2653B PrecisionCut Trim and Surrounds Mower	1	$ 42,721.00	25.00	$ 10,680.25	$ 32,040.75	$ 32,040.75
	Standard Options - Per Unit						
001A	United States and Canada	1	$ 0.00	25.00	$ 0.00	$ 0.00	$ 0.00
183N	JDLink™ Modem (Not Machine Sync Capable)	1	$ 0.00	25.00	$ 0.00	$ 0.00	$ 0.00
0443	All Other Countries (English / Spanish)	1	$ 0.00	25.00	$ 0.00	$ 0.00	$ 0.00
1145	20x12-10 Turf Trac Front Tires with 20x10-8 Turf Trac Rear Tire	1	$ 417.00	25.00	$ 104.25	$ 312.75	$ 312.75
1218	Quick Adjust 7 (QA7) 10-blade 66 cm (26-in.) Cutting Units	1	$ 13,213.00	25.00	$ 3,303.25	$ 9,909.75	$ 9,909.75
1316	66 cm (26-in.) Wide x 76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Rollers	1	$ 1,159.00	25.00	$ 289.75	$ 869.25	$ 869.25
1402	Cutting Unit ONLY Counterweights	1	$ 301.00	25.00	$ 75.25	$ 225.75	$ 225.75
2009	Standard Seat	1	$ 709.00	25.00	$ 177.25	$ 531.75	$ 531.75
9736	Grass Catchers and Mounting Hardware for 66 cm (26-in.) QA7 Cutting Units	1	$ 2,020.00	25.00	$ 505.00	$ 1,515.00	$ 1,515.00
9757	66 cm (26-in.) wide by 76.2 mm (3-in.) Diameter Smooth Roller Scrapers	1	$ 229.00	25.00	$ 57.25	$ 171.75	$ 171.75
9759	76.2 cm (30-in.) wide by 76.2 mm (3-in.) Diameter Heavy Duty Grooved Disc Roller Scrapers	1	$ 709.00	25.00	$ 177.25	$ 531.75	$ 531.75
	Standard Options Total		**$ 18,757.00**		**$ 4,689.25**	**$ 14,067.75**	**$ 14,067.75**

JOHN DEERE

FINCH TURF

Selling Equipment

Quote Id: 32395243 **Customer Name:** HAGERSTOWN GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):	ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Deere & Company	Finch Turf, Inc.
2000 John Deere Run	9 Venture Way
Cary, NC 27513	Eldersburg, MD 21784
FED ID: 36-2382580	800-783-3373
UEID: FNSWEDARMK53	eldersburg@finchinc.com

Value Added Services Total	$ 0.00		$ 0.00	$ 0.00
Total Selling Price	$ 61,478.00	$ 15,369.50	$ 46,108.50	$ 46,108.50

Project #	57-C0395		
Project Name	Golf Course - Vehicles/Equipment		
Contact	Deike	Department	Golf Fund
Type	Improvement	Category	Automobiles and Trucks
Status	Active	Useful Life	5 years
Location:	Greens at Hamilton Run	Year Submitted:	Ongoing

Description

Per Vehicle & Equipment Replacement Schedule:

FY26: 2012 Golf Cart #346 ($9,000); 2005 Fairway Mower #351 ($60,000).
FY27: 2007 Mower #326 ($60,000); 2012 Golf Cart #347 ($10,000).
FY28: 2004 Cushman Sprayer #389 ($65,000).
FY29: 2015 Mower #343 ($40,000); 1995 Tractor #353 ($50,000).
FY30: 2014 Mower #334 ($40,000).

Justification

Replace deteriorated equipment. Maintain reliable and efficient equipment necessary to operate and maintain golf course.

Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Equip/Vehicles/Furnishings	69,000	70,000	65,000	90,000	40,000	334,000
Total	69,000	70,000	65,000	90,000	40,000	334,000

Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Golf Fund	69,000	70,000	65,000	90,000	40,000	334,000
Total	69,000	70,000	65,000	90,000	40,000	334,000

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

(attach to consent agenda form)

Department PUBLIC WORKS **Division** PARKS

Vehicle Call # 323 Model Yr. 2010 Serial # TC92AM011

Make JOHN DEERE Model Z920

Vehicle Description GOLF COURSE MOWER

Mileage _____ # of Service Repair Orders 1 Repair Costs to Date $127.69

Condition FAIR/POOR

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work ___ Hours / Age ___ Age ___

Other (please explain) _____

Is Purchase an Addition to Fleet? _____ Reason: _____

Disposition:

Sell at Auction: X Salvage Value: _____ Transfer Within City: _____

Other: _____

Notes:

LIMITED REPAIR HISTORY DUE TO MACHINE BEING MAINTANIED AND SERVICED AT THE GOLF COURSE BY THERE STAFF. TOTAL REPAIR COSTS UNKNOWN.

Date: 08/08/2025 **Report Prepared By:** TODD SHAFFER, FLEET SUPERVISOR

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Two Trucks for Parks - 307 and 312 - Hertrich Fleet Services, Inc. (Milford, DE) $ 93,958.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Vehicles_-_Units_300_and_312_Replacements.pdf	Units 307 and 312 Replacement Vehicles

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2026 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Parks Vehicles and Equipment

Account No: 4545000-5843 CIP Control No. C0570

Budget Amount: $120,000 Account Balance: $120,000 Unbudgeted Amount: $0

Fiscal Year: 25/26 Source of Funds: Transfers to CIP - General Fund

Quantity	Description	Value
1	2026 Chevrolet Silverado 2500 Regular Cab 4x4 w/8' Bed	$ 46,979.00
1	2026 Chevrolet Silverado 2500 Regular Cab 4x4 w/8' Bed	$ 46,979.00
	TOTAL VALUE OF PROJECT $	$ 93,958.00

ABOVE TO BE USED FOR: Parks operations and maintenance.

RECOMMENDED VENDOR: Business Name: Hertrich Fleet Services, Inc.

Business Address: 1427 Bay Road

City/State/Zip: Milford, DE 19963

Bid/Proposal/Quote No.: Dated August 8, 2025 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Quote based on pricing on Howard County Contract #4400004546. Parks prefers the Chevrolet product and Hertrich is a supplier for Howard County, Maryland.		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Replacement vehicles for 2 pickup trucks in Parks.

8/11/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

8/12/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/12/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25
Signature / Date

FY 26 thru FY 30

Capital Improvement Plan

City of Hagerstown, Maryland

Project #	45-C0570
Project Name	Parks Vehicles and Equipment

Contact	Deike and Haddock	Department	Parks
Type	Replacement	Category	Automobiles and Trucks
Status	Active	Useful Life	5 years
Location:	Fairground Park	Year Submitted:	Ongoing

Description

Per the Vehicle & Equipment Replacement Schedule:

FY26: 2015 Chevy pickup #300 ($60,000); 2009 Chevy 2500 4x4 #313 ($60,000)

FY27: Replace 2014 Ford pickup #311 ($60,000); 2014 Dodge Dump truck #303 ($150,000); 2012 Chevy pickup #309 ($50,000)

FY28: Replace 2016 Ford F550 Dump Truck #308 ($150,000); 2012 Chevy 2500 4x4 #371 ($50,000); 2017 John Deere Gator #397 ($15,000)

FY29: Replace 2017 F250 #306 ($55,000); 2010 Ford F150 4x4 #312 ($50,000); 2017 Ford F250 #330 ($55,000)

FY30: Replace 2021 Chevy 2500 4x4 #331 ($45,000)

Justification

Improved Service.

Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Equip/Vehicles/Furnishings	120,000	260,000	215,000	160,000	45,000	**800,000**
Total	**120,000**	**260,000**	**215,000**	**160,000**	**45,000**	**800,000**

Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Transfers to CIP-General Fund	120,000	260,000	215,000	160,000	45,000	**800,000**
Total	**120,000**	**260,000**	**215,000**	**160,000**	**45,000**	**800,000**

HERTRICH FLEET SERVICES, INC.

1427 Bay Road Milford, DE 19963

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

(800) 698-9825 (302) 422-3300 Fax: (302) 839-0555

CITY OF HAGERSTOWN

Quote based on pricing on Howard County Contract # 4400004546

2026 Chevrolet Silverado 2500 Regular Cab 4x4 w/8'bed

Invoice	$ 48,381
Howard Co Contract	$ - 390
Government Incentive	$ -1,500
Subtotal	$ 46,491
Back-Up alarm	$ 138
17' aluminum wheels	$ 350
TOTAL FOR EACH	$ 46,979
TOTAL FOR 2	$ 93,958

Please contact Susan Hickey with any questions or to place an order
800-698-9825
shickey@hertrichfleet.com

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	Invoice
CK20903	2026 Chevrolet Silverado 2500HD 4WD Reg Cab 142" Work Truck	$48,400.00	$45,786.40

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
1WT	Work Truck Preferred Equipment Group	$0.00	$0.00
AZ3	Seats, front 40/20/40 split-bench	$0.00	$0.00
E63	Durabed, pickup bed	$0.00	$0.00
GAZ	Summit White	$0.00	$0.00
GT4	Rear axle, 3.73 ratio	$0.00	$0.00
H2G	Jet Black, Vinyl seat trim	$0.00	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system	$0.00	$0.00
JGB	GVWR, 10,250 lbs. (4649 kg)	$0.00	$0.00
L8T	Engine, 6.6L V8	$0.00	$0.00
MKM	Transmission, 10-Speed automatic	$0.00	$0.00
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	$0.00
PYN	Wheels, 17" (43.2 cm) painted steel, Silver	$0.00	$0.00
QHQ	Tires, LT245/75R17E all-season, blackwall	$0.00	$0.00
ZHQ	Tire, spare LT245/75R17E all-season, blackwall	$0.00	$0.00
	Options Total	**$0.00**	**$0.00**

Price Summary

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Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓ Complete)

PRICE SUMMARY

	MSRP	Invoice
Base Price	$48,400.00	$45,786.40
Total Options	$0.00	$0.00
Vehicle Subtotal	$48,400.00	$45,786.40
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$2,595.00	$2,595.00
Grand Total	**$50,995.00**	**$48,381.40**

+ Back up Alarm
+ Upgraded Wheels (required)

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Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓ Complete)

Standard Equipment

Package

Trailering Package includes trailer hitch, 7-pin connector and (CTT) Hitch Guidance (Deleted when (ZW9) pickup bed delete is ordered.)

Mechanical

Engine, 6.6L V8 with Direct Injection and Variable Valve Timing, gasoline. (401 hp [299 kW] @ 5200 rpm, 464 lb -ft of torque [629 N-m] @ 4000 rpm) (STD)

Transmission, 10-Speed automatic (STD) (Standard with (L8T) 6.6L V8 gas engine.)

Rear axle, 3.73 ratio (Requires (L8T) 6.6L V8 gas engine. Not available with (L5P) Duramax 6.6L Turbo-Diesel V8 engine.)

Durabed, pickup bed (STD)

GVWR, 10,250 lbs. (4649 kg) (STD) (Included and only available with CK20903 model and (L8T) 6.6L V8 gas engine with 17" wheels.)

Push Button Start

Air filter, heavy-duty

Air filtration monitoring

Transfer case, two-speed electronic shift with push button controls (Requires 4WD models.)

Auto-locking rear differential

Four wheel drive

Cooling, external engine oil cooler

Cooling, auxiliary external transmission oil cooler

Battery, heavy-duty 720 cold-cranking amps/80 Amp-hr maintenance-free with rundown protection and retained accessory power (Included and only available with (L8T) 6.6L V8 gas engine.)

Alternator, 170 amps (Requires (L8T) 6.6L V8 gas engine.)

Trailer brake controller, integrated

Frame, fully-boxed, hydroformed front section and a fully-boxed stamped rear section

Recovery hooks, front, frame-mounted, Black

Suspension Package

Steering, Recirculating Ball with smart flow power steering system

Brakes, 4-wheel antilock, 4-wheel disc with DURALIFE rotors

Brake lining wear indicator

Capless Fuel Fill (Requires (L8T) 6.6L V8 gas engine. Not available with (ZW9) pickup bed delete.)

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Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (✓ Complete)

Mechanical

Exhaust, single, side

Exterior

Wheels, 17" (43.2 cm) painted steel, Silver (STD) (Not currently available to order.)

Tires, LT245/75R17E all-season, blackwall (STD)

Tire, spare LT245/75R17E all-season, blackwall (STD) (Included and only available with (QHQ) LT245/75R17E all-season, blackwall tires with (E63) Durabed, pickup bed. Available to order when (ZW9) pickup bed delete and (QHQ) LT245/75R17E all-season, blackwall tires are ordered.)

Tire carrier lock keyed cylinder lock that utilizes same key as ignition and door (Deleted with (ZW9) pickup bed delete.)

Bumpers, front, Black

Bumpers, rear, Black

CornerStep, rear bumper

BedStep, Black integrated on forward portion of bed on driver and passenger side (Deleted when (ZW9) pickup bed delete is ordered.)

Moldings, beltline, Black

Cargo tie downs (12), fixed rated at 500 lbs per corner (Deleted with (ZW9) pickup bed delete.)

Headlamps, halogen reflector with halogen Daytime Running Lamps

IntelliBeam, automatic high beam on/off

Taillamps with incandescent tail, stop and reverse lights

Lamps, cargo area, cab mounted integrated with center high mount stop lamp, with switch in bank on left side of steering wheel

Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, manual folding/extending (extends 3.31" [84.25mm]) (Standard on Regular Cab models. Not available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package on Regular Cab. Included and only available with (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package on Double and Crew Cab models.)

Mirror caps, Black

Glass, solar absorbing, tinted

Tailgate, standard (Deleted with (ZW9) pickup bed delete.)

Tailgate and bed rail protection cap, top

Tailgate, locking, utilizes same key as ignition and door (Upgraded to (QT5) EZ Lift power lock and release tailgate when (PCV) WT Convenience Package or (ZLQ) WT Fleet Convenience Package is ordered. Not available with (ZW9) pickup bed delete.)

Tailgate, gate function manual, no EZ Lift (Deleted with (ZW9) pickup bed delete.)

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Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Exterior

Door handles, Black grained

Entertainment

Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)

Audio system feature, 2-speakers (Requires Regular Cab model.)

Wireless phone projection for Apple CarPlay and Android Auto

Bluetooth for phone connectivity to vehicle infotainment system

Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)

Vinyl seat trim

Seat adjuster, driver 4-way manual

Seat adjuster, passenger 4-way manual

Floor covering, rubberized-vinyl (Not available with LPO floor liners.)

Steering wheel, urethane

Steering column, Tilt-Wheel, manual with wheel locking security feature

Instrument cluster 6-gauge cluster featuring speedometer, fuel level, engine temperature, tachometer, voltage and oil pressure

Driver Information Center, 3.5" diagonal monochromatic display

Exterior Temperature Display located in radio display

Compass located in instrument cluster

Window, power front, drivers express up/down

Window, power front, passenger express down

Door locks, power

Remote Keyless Entry with 2 transmitters

Cruise control, electronic with set and resume speed, steering wheel-mounted

USB Ports, 2, Charge/Data ports located on instrument panel

Power outlet, front auxiliary, 12-volt

Air conditioning, single-zone

Mirror, inside rearview, manual tilt

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Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

Vehicle: [Fleet] 2026 Chevrolet Silverado 2500HD (CK20903) 4WD Reg Cab 142" Work Truck (Complete)

Interior

Assist handles front A-pillar mounted for driver and passenger, rear B-pillar mounted

Chevrolet Connected Access capable (Subject to terms. See onstar.com or dealer for details.)

Safety-Mechanical

Automatic Emergency Braking

Front Pedestrian Braking

StabiliTrak stability control system with Proactive Roll Avoidance and traction control, includes electronic trailer sway control and hill start assist

Safety-Exterior

Daytime Running Lamps with automatic exterior lamp control

Safety-Interior

Airbags, Dual-stage frontal airbags for driver and front outboard passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal outboard passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

HD Rear Vision Camera (Deleted when (ZW9) pickup bed delete is ordered.)

Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Deleted with (ZW9) pickup bed delete.)

Lane Departure Warning

Following Distance Indicator

Forward Collision Alert

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use, can be turned on and off in Settings menu

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Tire Pressure Monitoring System

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 26164. Data Updated: Aug 7, 2025 6:45:00 PM PDT.

HERTRICH FLEET SERVICES INC.

1427 Bay Road, Milford, De 19963
302-422-3300

Howard County Contract 06/09/2022
Contract Number: 4400004546
Vendor Number 1102743
Date: 06/09/2022
Contract Term: 07/01/2022 to 06/30/2026
Header Target: $5,000,000.00
Ceiling Value: $5,000,000.00 Over 5 Years
Buyer: Shelly Liby, CPPB 410-313-6379

sjiby@howardcountymg.gov

Contract Text:

Invitation for Bid No. 2022-13, New Vehicles Class 1-7
AWARDS:

SPECIALTY VEHICLE:

FORD LAW ENFORCEMENT	-505.00
DODGE LAW ENFORCEMENT	-496.00
CHEVY LAW ENFORCEMENT	-515.00

TRUCKS, CHASSIS CAB:

RAM	-399.00
FORD	-451.00

TRUCKS, HEAVY DUTY:

TOYOTA	-99.00
RAM	-392.00
GMC	-330.00
FORD	-381.00
CHEVY	-390.00

TRUCKS, PICKUPS:

TOYOTA	-99.00	Nissan -336.00
RAM	-392.00	
GMC	-330.00	
FORD	-381.00	
CHEVY	-390.00	

AUTOMOBILES, (SEDANS), STATION WAGONS:

TOYOTA	-75.00	Buick -225.00
GMC	-315.00	Nissan -189.00
FORD	-240.00	
DODGE	-367.00	
CHEVY	-315.00	

VAN, PASSENGER:

TOYOTA	-75.00
CHRYSLER	-262.00
GMC	-326.00
FORD	-331.00
CHEVY	-366.00

VAN, CARGO:

TOYOTA	-75.00
GMC	-326.00
FORD	-331.00
CHRYSLER	-262.00
CHEVY	-366.00

SUV:

DODGE	-304.00	Nissan -212.00
CHEVY	-485.00	
TOYOTA	-85.00	
GMC	-415.00	
FORD	-411.00	
CHRYSLER	-202.00	
BUICK	-410.00	

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Contract Number: 4400004546

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Commodity Contract	
Contract Number:	4400004546
Vendor Number:	1102743
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2026
Header Target:	$5,000,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:
Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 6, 06/16/2025 This contract change is for the purpose of exercising the third of four (4) one-year renewal options for the period of 07/01/2025 to 06/30/2026. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Yale Schreiber, 800-698-9825, email: yschreiber@hertrich.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Buick Discount ($225.00)

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
2	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Chevrolet Discount ($315.00)

Item	NIGP Code	Description	Unit	Price
3	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Dodge Discount ($367.00)

Item	NIGP Code	Description	Unit	Price
4	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Ford Discount ($240.00)

Item	NIGP Code	Description	Unit	Price
5	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

GMC Discount ($315.00)

Item	NIGP Code	Description	Unit	Price
6	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Toyota Discount ($75.00)

Item	NIGP Code	Description
7	07181	Automobiles, SUV

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Buick Discount ($410.00)				
8	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chevrolet Discount ($485.00)				
9	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chrysler Discount ($202.00)				
10	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Dodge Discount ($304.00)				
11	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Ford Discount ($411.00)				
12	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV				
GMC Discount ($415.00)				
13	07181	Automobiles, SUV Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Toyota Discount ($85.00)				
14	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chevrolet Discount ($366.00)				
15	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chrysler Discount ($262.00)				
16	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Ford Discount ($331.00)				
17	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				

Item	NIGP Code	Description	Unit	Price
Van, Cargo, Civilian				
GMC Discount ($326.00)				
18	07190	Van, Cargo, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Toyota Discount ($75.00)				
19	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chevrolet Discount ($366.00)				
20	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chrysler Discount ($262.00)				
21	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Ford Discount ($331.00)				
22	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($326.00)				
23	07192	Van, Passenger, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Toyota Discount ($75.00)				
24	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Chevrolet Discount ($390.00)				
25	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Ford Discount ($381.00)				
26	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
GMC Discount ($330.00)				
27	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
28	07209	Trucks, Pickup Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Toyota Discount ($99.00)				
29	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Chevrolet Discount ($390.00)				
30	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Ford Discount ($381.00)				
31	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
GMC Discount ($330.00)				
32	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
33	07203	Trucks, Heavy Duty Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Toyota Discount ($99.00)				
34	07208	Trucks, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford Discount ($451.00)				
35	07208	Trucks, Chassis Cab Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
RAM Discount ($399.00)				
36	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Chevrolet Law Enforcement Discount ($515.00)				
37	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				

Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement Discount ($496.00)				
38	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Ford Law Enforcement Discount ($505.00)				
39	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Hyundai				
40	07181	Automobiles, SUV, KIA Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV, KIA + $3500.00				
41	07181	Vehicles, Used Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicles. Used (under 25,000 miles, 3 years old)				
42	07104	Automobiles, Sedan, Nissan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Sedan, Nissan				
Nissan Discount ($189.00)				
43	07181	Automobiles, SUV, Nissan Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV, Nissan				
Nissan Discount ($212.00)				
44	07209	Trucks, Pickups, Nissan		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickups, Nissan				
Nissan Discount ($336.00)				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
a. Contractor#s name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be

paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor#s authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer **Authorized Signature**

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026

(attach to consent agenda form)

Department PUBLIC WORKS **Division** PARKS

Vehicle Call # 307 Model Yr. 2005 Serial # 1GCCS148958257938

Make CHEVROLET Model COLORADO

Vehicle Description MID-SIZED PICKUP TRUCK

Mileage 38,223.0 # of Service Repair Orders 42 Repair Costs to Date $7318.36

Condition FAIR/POOR

Reason(s) for Replacement:

Deteriorating Condition XX Undersized for Type of Work ___ Hours / Age ___ Age ___

Other (please explain) ___

Is Purchase an Addition to Fleet? NO Reason: ___

Disposition:

Sell at Auction: XX Salvage Value: ___ Transfer Within City: ___

Other: ___

Notes:

ASSET #5786

Date: 08/11/2025 **Report Prepared By:** TODD SHAFFER, FLEET SUPERVISOR

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026

(attach to consent agenda form)

Department PUBLIC WORKS **Division** PARKS

Vehicle Call # 312 Model Yr. 2009 Serial # 1GCHK44K79F154554

Make CHEVROLET Model SILVERADO 2500

Vehicle Description PICK-UP TRUCK

Mileage 45,438.0 # of Service Repair Orders 24 Repair Costs to Date $3,682.32

Condition FAIR

Reason(s) for Replacement:

Deteriorating Condition XX Undersized for Type of Work ___ Hours / Age ___ Age ___

Other (please explain) ___

Is Purchase an Addition to Fleet? NO Reason: ___

Disposition:

Sell at Auction: XX Salvage Value: ___ Transfer Within City: ___

Other: ___

Notes:

ASSET #5933

Date: 08/11/2025 **Report Prepared By:** TODD SHAFFER, FLEET SUPERVISOR

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Three Year SCADA Maintenance Contract - ABB, Inc. (Warminister, PA) - $ 285,950.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_SCADA_Maintenance_Contract.pdf	Signed Consent Form
CONSENT_ABB_SOFTWARE_MAINT_08262025.pdf	CONSENT ABB 3YR CONTRACT
City_of_Hagerstown_PAENCare_EAS-250604-1_Rev_00.pdf	CONTRACT & QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: ABB, Inc. Three Year Software Maintenance Contract

Account No: 5270501-5378 CIP Control No. _____

Budget Amount: $100,000.00 Account Balance: $90,473.73 Unbudgeted Amount: $ Ø

Fiscal Year: FY26 Source of Funds: Water - Operating

Quantity	Description	Value
1	Year 1 Maintenance Contract 01/01/2026 FY26 (6 months - $45,353)	$ 90,706.00 ✓
1	Year 2 Maintenance Contract 01/01/2027 FY27 (12 months - $92,973.50)	$ 95,241.00
1	Year 3 Maintenance Contract 01/01/2028 FY28 (12 months - $97,622)	$ 100,003.00
	FY29 (6 months - $50,001.50)	
	Pre-payable Account 51-150002 to account 5270501-5378	
	TOTAL VALUE OF PROJECT $	$ 285,950.00

ABOVE TO BE USED FOR: ABB SCADA Software Contract - Software Support and Upgrades.
Maintenance period 01/01/2026 - 12/31/2028

RECOMMENDED VENDOR: Business Name: ABB, INC.
Business Address: 125 East County Line Road
City/State/Zip: Warminster, PA 18974

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Water Budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.08.11 14:31:37-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.08.11 14:32:25-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- need updated W9

Tyler Fee 8/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brenda Garver 08/14/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 8/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S 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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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

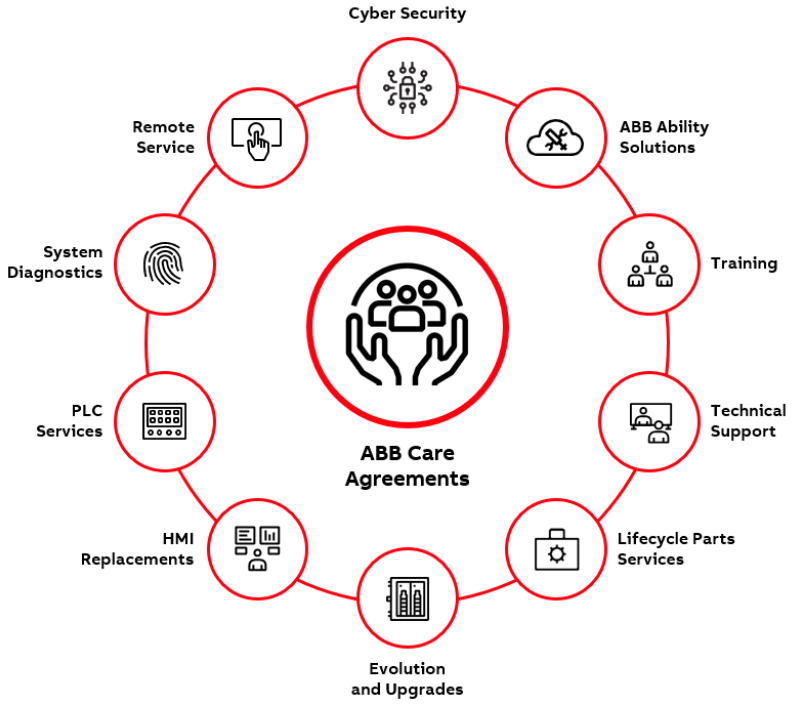
COMMENTS

_____

Signature / Date

Let’s write the future
Together

Industry Care
Collaborative



RC Willson Water Treatment Plant
City Of Hagerstown
151 Park Ave
Hagerstown, MD 21740

Proposal Date: June 06, 2025
Proposal Number: EAS-250604-1 Rev 00
Service Account Manager: Wayne Stefancin

Confidential. Do not disclose to any 3rd party.

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1 Introduction

Industry Care is a best-in-class service offering designed to increase your plant's uptime, extend your plant's life, increase your operational efficacy, and ultimately, provide the means to support all service needs today and the expertise to plan for tomorrow's dynamic changes. With unparalleled knowledge resulting from solutions installed at thousands of facilities around the world, ABB is uniquely qualified to help manage all aspects of your plant, from your primary electrical equipment to your control system and all connected devices.

We build the right combination of services and values for your needs and demands. The core Industry Care package contains essential services like Telephone Support to give you quick and effective expert support, access to myABB portal to give you the power of knowledge about the status of your system and equipment, and the ABB Software Maintenance support you need to keep your system current and compliant. You can customize each with optional upgrades to fit your specific operation. For example, if your priority is knowing more about your asset health, asset monitoring and remote access can be added to your Industry Care package. Or if you need extra peace of mind with on-site support, mobilization to site, or a resident engineer, we can provide service with boots on the ground.

Industry Care Collaborative provides a premium level of support that starts with a Technical Account Manager (TAM). The TAM serves as your primary support contact for all of your support needs and coordinates the entire service team.

Industry Care drives value for your plant by providing **rapid response** to issues and questions, including services and technologies that **extend the lifecycle** and **improve the reliability** of your control system, and **improve the operating performance** of your process. The Care contract value can be further enhanced by leveraging the full breadth and depth of ABB capabilities including cyber security, performance evaluations, and ABB Ability ™ digitial technologies.

It's all about improving ***your*** business outcomes. From ABB's portfolio of technology, field services, and spare parts to consulting, optimization, and ABB Ability™ digital portfolio; we support every stage of the plants life cycle and ensure maximum results from your full fleet of assets.

ABB Proprietary Information

2 Contract Management

2.1 Sites supported

This Industry Care agreement covers ABB supplied Distributed Control Systems (DCS) at the following plant location(s). Services may be used for each system installed on the named site unless specified otherwise.

City Of Hagerstown:

- RC Willson Water Treatment Plant, MD

2.2 Term of Agreement

This is a Three Year agreement starting January 01, 2026 ending December 31, 2028.

2.3 Technical Account Manager

A Technical Account Manager (TAM) will be assigned to your plant as a single point of contact. The TAM will be familiar with your industry, proactively monitor your support needs, and ensure key resources within ABB are engaged to quickly solve any of the various issues that may arise. Below you will find a summary of the deliverables associated with your TAM, with detailed sections for each service to follow:

TAM Deliverables:

- Kick-off call & site visit
- Dedicated phone number for support
- Support case tracking
- Regular contract reporting & conference calls
- Annual Usage Report

2.3.1 Contract Kick-off & Site Visit

Shortly after acceptance of the purchase order, your TAM will host a conference call to review the deliverables of this agreement and get your service underway. Additionally, plans will be made for installation of any hardware and software required in this agreement, as well as a site visit by the TAM. The TAM will arrange a demonstration of myABB portal if desired.

The TAM will visit the plant site to expand the TAM's knowledge of the plant, plant personnel, maintenance and operational philosophy, and set the foundation for a collaborative working relationship. This trip is for a maximum of one day on site.

ABB Proprietary Information

2.3.2 Unique Call-in Process

With this Care contract, you will receive a **dedicated phone number** to receive priority call handling and automatically route your call to your assigned TAM. In the event your TAM is unavailable, an option will be provided to leave a message, or transfer to another TAM. Upon leaving a message, a notification will go out to your TAM alerting them that a message has been left. After hours calls will be picked up through the on-call technical support team.

2.3.3 Support Case Escalation

Your TAM will provide the initial level of technical support and escalate when necessary. All support activity will be logged in an ABB database to provide accurate tracking of all the cases, as well as the status of each case.

2.3.4 Contract Reporting & Conference Calls

The TAM will provide regular reports which summarize the support activity for the Industry Care agreement (minimum twice a year). The final report will contain

- Action item status from conference calls and other communications
- Annual Usage Report with the number of cases resolved, a list of open cases and close dates, and a section that covers the value or benefit derived from the Care agreement including money saved due to Care discounts.

The final report will be reviewed during a meeting or conference call hosted by your TAM. The TAM will solicit feedback on how well the support program is working, and any areas for improvement in the support process will be identified.

2.4 Regional Service Management Team

The ABB Regional Services Management team includes an Operations Manager, Service Coordinator, Business Administrator, Sales Account Manager as well as the Technical Account Manager, with escalation to a Regional Director.

The Regional Service Management Team will be responsible for the quality monitoring, reporting and follow up of continuous improvement of Scope of Work. The Contract Team is responsible for execution of the following functions:

- Overall responsible for Scope of Work and single point of contact for Customer's Contract Holder
- Operations of a resource team to meet requirements from Customer and Scope of Work
- Review of available lifecycle information for registered installed base
- Provide information about recommended spare parts

3 Automation Software Maintenance

3.1.1 Automation Software Maintenance Solutions

For the term of this contract City of Hagerstown will receive Automation Software Maintenance (ASM) solutions for the SID's named in the table below including support for ancillary system functionality as indicated by checkmark. The Automation Software Maintenance (ASM) Solutions assists you as a system owner in actively managing your ABB control system software life cycle costs and helps you maximize the value of your automation investment. It offers a range of solutions to support and extend the life and reliability of your ABB control systems.

Through these ASM Solutions, City of Hagerstown has access to the following items for allowing them to maintain their automation software.

- Access to software or firmware error corrections, performance improvements, and 3rd party compatibility updates for the current (i.e. latest released) Active and Classic software versions installed. ABB does not provide error corrections, performance improvements, and 3rd party compatibility updates for software in Limited or Obsolete lifecycle status.
- Ability to upgrade the currently installed software products from one version of the platform to the latest version of the same platform for platforms that are Active or Classic lifecycle status. This does not include ability to upgrade versions that are Obsolete lifecycle status or evolve from one platform to a different platform. This ability can be supplied at additional cost.
- Access to myABB portal suite of premium services including:
  - Documentation via ABB Library
  - Customer training options
  - Control system diagnostic information from My Control Systems
  - Customer installed base displayed on My Installations
  - Management of Technical Support cases (provided contract includes technical support with 1-hour response time)
  - View ABB recommended services and schedules
  - Analyze and manage spare parts ordering and inventory
  - Order products and parts through eCommerce Platform
  - How to contact ABB
- Access to control system diagnostic information and access to list of ABB approved Microsoft security patches via the myABB portal (however not the patches themselves) via My Control Systems.
- Ability to escalate service support cases to ABB engineering Level 3 and Level 4 if necessary, as determined by the ABB Technical Support team.
- Implementation of new software releases are not included.
- Minimum 3-year commitment required.

Plant/System Name	Product Description & Version	SID	# Concurrent Users	System Functionality
Willson WTP	S+ Operations, Primary, v2.1	SID40853	8	☒ Fingerprint License ☒ History ☒ Harm. Gateway ☐ Batch ☐ Safety ☐ Open

See Appendix A for list of licenses included in each SID

Delivery of software updates will be through the myABB portal, or on physical media in certain situations. Flashable firmware updates will be available through this portal as well. Firmware updates delivered on physical media may be purchased for an additional fee.

The software maintenance solutions provided by ABB under this section apply to ABB developed and supplied software only and will automatically be subject to the applicable end-user software license agreement. Software Maintenance solutions do not apply to 3rd party software unless specified. Software corrections for customer specific issues are not available prior to the release of a periodic software maintenance update.

Use of some features contained in the software updates may require different or additional operating system software or hardware. This solution does not provide any hardware or operating system / third party software.

ASM solutions will automatically be discontinued immediately at the conclusion of this contract. In the case of multi-year contracts, ASM solutions may be interrupted if customer purchase order or other customer work authorization is not received 30 days prior to subsequent year start date. ASM solutions renewed more than 30 days after the conclusion of this contract are subject to additional rejoin fees.

3.2 Rapid Response Services

3.2.1 Telephone Support

Although your TAM will be the primary contact for technical support and issues, City of Hagerstown will also have access to an **unlimited number** of technical support cases. Support cases initiated via telephone will have a **1 hour** response during normal business hours (M-F 8:00AM – 5:00PM US Eastern time excluding holidays) throughout the duration of this contract. The 1-hour response time begins when a phone call initiated technical support request is acknowledged by a specialist. The 1-hour response does not apply to e-mail initiated support cases and does not constitute a guarantee of any sort. Escalation of support cases requires system to be covered by software maintenance services, is made through the ABB Contact Center, and may incur additional fees.

Technical support is available 24/365 with afterhours support limited to cases where the system is down, in danger of going down, or when system performance is significantly off from expected. This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

If an issue requires resources beyond what Technical Support can provide (for example field engineering, Advanced Services, Cyber Engineering, or parts/repairs), additional fees may apply.

When an incident is categorized as an Emergency, work shall start immediately and continue outside of the agreed hours until the problem is resolved. The categorization is determined by the urgency and impact of the incident. Critical HSSE (Health, Safety, Security and Environmental) situations, loss of production, total loss of view of the process are situations that are categorized as Emergency. This may also include situations that could lead to a production loss or HSSE issue.

ABB Contact Center contact details are:
Email: AutomationSupportLine@us.abb.com
Telephone number: 1-800-HELP-365 (1-800-435-7365)

City of Hagerstown Request will include the following information to the ABB Contact Center:

- Customer name
- Name of inquirer
- Name of site
- Type of equipment
- Description of inquiry
- Priority of the inquiry
- Contact details of the inquirer

3.2.2 Online Support

Online support is available through the Premium version of MyABB / My Control System module. Through My MyABB/My Control System module, you can:

- Check my system licenses / Automation Software Maintenance status
- See system details pages and system reports
- Have access to subscriptions and software licenses of the installed control system(s)
- Access cyber security related information, recommendations and downloads
- Determine contact information of designated ABB Service organization
- Find My safety reports / My product alerts
- Research available training

- Access security updates and patches, service packs, new control system software versions
- See validation results and downloadable qualified third party security updates form Microsoft / McAfee ePO policies/Symantec definition files
- Find user manuals, data sheets, product updates
- Check the overall status of the process control system health, performance and validated software updates

Online support may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). For each system under contract, City of Hagerstown will have up to fifteen (15) users, plus one (1) control system administrator. **City of Hagerstown is responsible for completing and returning the form in Appendix C for user access.** For an overview of the MyABB Portal, please review this brief training video: MyABB Portal Overview

3.2.3 Visual Remote Support

If needed to help resolve an issue, the ABB phone support team may initiate a video call utilizing ABB's Visual Remote Support tool. ABB Visual Remote Support is a communication tool that improves interaction between remote experts and field personnel by enabling instructions and guidance to be overlaid on live video using augmented reality technology. The tool simplifies maintenance, reduces downtime, increases equipment effectiveness and improves safety. This allows you to expand the technical knowledge of your workforce as your personnel gain hands-on maintenance experience while being guided by ABB's global expert support network.

- ABB's remote support technician will initiate this session via a web link sent by text or e-mail (with verbal permission of customer contact).
- Visual Remote Support may be utilized by designated employees of the customer only. Contractors, subcontractors, integrators, or any party other than an employee of the purchaser are excluded from using the licenses supplied herein.
- Supported operating systems: iOS, Android, Windows 10
- Hands-free options through wearable technology (Realwear Headset and others) are supported
- ABB shall treat all the materials and information received from the site as confidential client data.
- Cellular/WiFi Service must be available in areas of plant intended for use with solution.
- Capture of Photo/Video of site equipment must be permitted to conduct a Virtual Remote Support session.
- All information captured via Visual Remote Support will be included in the ABB's case tracking documentation.

3.2.4 Technical Support Case Tracking

The primary customer contact listed for Telephone Support will also have access to Technical Support case tracking via the case tracking module on myPortal.ABB.com. Technical Support case tracking provides the flexibility to follow resolution progress of open cases, to check up on the activity of open cases, and to research closed case histories. The primary customer contact will be able to view all cases assigned to the site regardless of who opened the case and also can authorize additional authorized users. Authorized users must be an employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser).

Specifically, each authorized user will be able to enter, modify, and track support cases via myPortal.ABB.com (Case Tracking Application). The authorized users will be able to:

- View their cases only
- View entire site cases
- Search for specific subjects, callers, etc
- Update any active case with comments, ask a question, add additional details, or attach files
- Follow the progress on any specific case
- Enter new cases 24/7

3.2.5 Application Support

Under the Care program, ABB will provide an **unlimited number** of application technical support cases during the contract period. The application phone support cases are to assist when seeking advice on making minor adjustments to existing application logic.

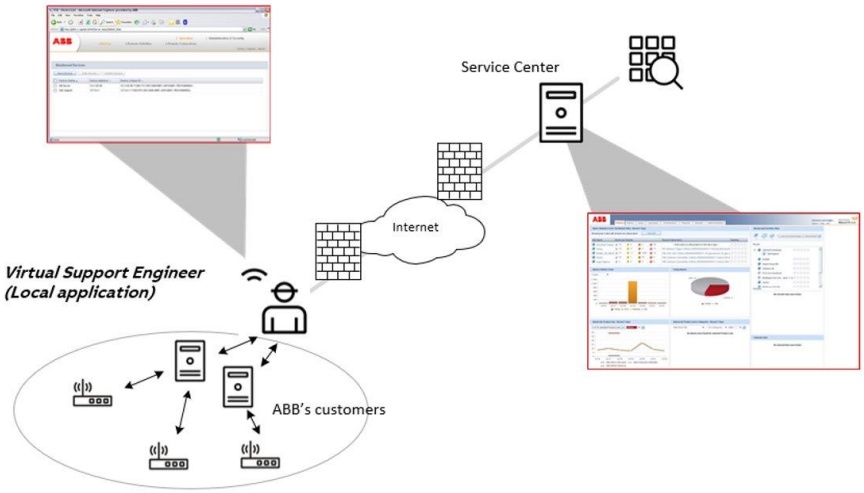
Application technical phone support will be provided by system or process control engineers during normal business hours (excluding holidays). This support function may be utilized by any employee of the customer using the ABB Systems (excluding contractors, subcontractors, integrators, or any party other than an employee of the purchaser). Items such as tuning support, control logic additions/conversions, and control system optimization are not included and can be provided under an additional service contract.

3.2.6 Remote Access Link

Remote Access Link (RAL) is a subscription service which allows ABB experts to remotely connect to a customer's control system to more quickly respond to technical issues. Installation of RAL can be completed upon receipt of the customer's authorization (see Appendix F).

Remote Connectivity

The ABB Remote Access Platform (RAP) - RAP provides ABB specialists a direct view of equipment and associated software applications via a selected node on the customers control system network. It facilitates remote troubleshooting, remote sessions associated with on-site service, monitoring of process data, and recommendation of improvements to applications related to the process. RAP also allows ABB specialists to help maintain and optimize the process automation system.



- Customer Provided VPN Connectivity - For an additional fee the customer may provide its own VPN connection method in place of the Remote Access Platform solution.

Customer RAP Responsibilities

- Request the connection to be active by returning RAP Consent form (Appendix G). Remotes Access Link service will remain inactive unless the customer chooses to activate anytime during the contract period.
- Provide Internet access
- Provide a PC for the VSE software. Minimum PC requirements are:
  Windows 7 Operating System
  1 GB of RAM
  500 MB of Hard Drive Space
  Minimum recommended Internet speed is a 3 Mbps
- Install VSE software on site machine. Firewall must be configured to allow outbound only connection through SSL port 443.

Customer VPN Responsibilities

- Provide VPN software

ABB Proprietary Information

- Provide installation and login documentation
- Provide VPN user credentials
- Software must be compatible with Windows 7 or greater
- Minimum recommended Internet speed is 3 Mbps

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3.3 Lifecycle Management Services

3.3.1 Onsite Field Service

As part of the Industry Care contract, ABB will provide **40 hours per year** of OCS Field Services to perform on-site maintenance services. In the event a multi-year contract is purchased, 50% of the unused field hours from one contract year may be rolled over to the subsequent contract year. **Up to 50% of a given year's hours may be rolled over to the subsequent year (one time) and must be used prior to end of contract year they are rolled into else they will be "lost" without compensation. All field service hours purchased or rolled into the last year of the contract must be used prior to the end of the contract else they will be "lost" without compensation and without exception.** Service labor time includes travel to and from the site, time for training required to obtain site access, diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. The use of these hours are subject to defined Primary Working Hours as referenced in Appendix B.

Travel and living expenses are included with this Contract for resources dispatched within 8 hour travel by car. Travel expenses will be invoiced separately for resources dispatched greater than 8 hours travel by car.

In the event all of the hours are used, additional hours may be purchased at **15 percent off** the current year issued field service labor rates if purchased during the contract period. Standard service labor rates and ABB recognized holidays are shown in Appendix B of this proposal and apply only to the delineated calendar year. Standard service labor rates are updated annually and can be supplied upon request. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

3.3.2 Hardware & Software Discounts

ABB will provide hardware and software discounts off the current ABB price book for below listed control system product family hardware and software during the Industry Care contract period. Discounts for repairs and refurbished parts apply to listed control system product family hardware systems only. Discounts during the contract period will be extended at the following rates:

Hardware	
New	**Description**
Symphony Plus Harmony (Rack)	10% discount (0.90 of list)
Symphony Plus (DIN)	10% discount (0.90 of list)
Repairs and Refurbished parts	
Repairs	10% discount (0.90 of list)
Refurbished	10% discount (0.90 of list)
Software	
Symphony Plus	10% discount (0.90 of list)

* Discount applies to currently licensed products. Includes software licenses, media, and USB dongles for new or expansion licensing. Some software expansions may impact the annual price of the Industry Care contract.
** Discounts do not apply to Extended Operator Workplaces (EOW).

3.3.3 In-Person & On-Line Training Classes

City of Hagerstown is also entitled to purchase in-center and on-line training classes from ABB University at **10 percent** off the current list price if purchased during the contract period.

- The discounted pricing would only apply to list price, ABB in-center and on-line training classes, scheduled as open enrollment events.
- The discounted pricing would not apply to on-site training events or coaching services.
- This discount cannot be combined with any other agreements or promotions.

ABB University has the right to cancel an open enrollment class that does not meet the student minimum to conduct the training class. ABB University commits to cancelling a class at least 2 weeks prior to the scheduled start date. If the customer chooses to cancel an enrollment, they must do so at least 2 weeks prior to the class start date to avoid a cancellation fee.

To view scheduled in-center classes go to https://mylearning-americas.abb.com/, click on Sign In, then Catalog, and type the course number or key word in the search box.

3.3.4 Loyalty Offers

As a participant in the Industry Care program, City of Hagerstown will have access to quarterly published Loyalty Offers throughout the duration of the contract. These are special access discounts only made available to contract holders. The Loyalty Offers are made available at the beginning of each calendar year quarter and provide discounts to part and labor packages.

3.4 Cyber Security Services

3.4.1 Cyber Security Patch Delivery

Included in this contract are monthly deliveries of the latest ABB validated Microsoft security patches, bulletins, and supporting files for ABB Distributed Control System (DCS) nodes. These updates, delivered via USB drive, include standalone Microsoft patches, Trellix update packages, and detailed product release notes. The USB files are fully compatible with direct application, ABB Patch Management Utility, or ABB Cyber Security Workplace (CSWP2.0) for centralized deployment.

For customers who have opted out of USB delivery, updates will be provided on DVDs instead. While the DVDs include the same Microsoft security patches, update packages, and release notes, they do not contain the prepackaged files required for import directly into Cyber Security Workplace 2.0. Customers who would like to opt out of USB delivery in favor of DVDs, please select that option on the form in Appendix E and return to ABB with your purchase order.

Also included are associated ABB validation test status documentation. This document lists Microsoft security bulletins including relevant KB article numbers, criticality, affected Microsoft products, and ABB's validation status.

Patch validation applies only for ABB software at "Active" or "Classic" status at the latest available service pack. The validation testing of Microsoft security updates is done along with Trellix (fka McAfee) ENS. Documentation about the latest patch level, scan engine, and virus definition file versions validated are published together with the Microsoft security update test results. The information and software provided is for use on ABB systems covered by this Contract. **City of Hagerstown is responsible for completing and returning the form in Appendix D for delivery contact and address of this USB drive.**

3.5 Optional Services

The following services may be purchased as additional scope. Pricing is shown in Section 4 under "Optional Services".

3.5.1 Optional Onsite Instrumentation Field Service

As part of the Industry Care contract, ABB will provide field instrumentation services discounted at **15% off** published rates up to a **cap of $10,000** to perform on-site maintenance services. Service labor time includes diagnostic time, repair time, verification time, time awaiting the delivery of parts, time waiting for access to equipment, and time required to complete the documentation of the service call activities. A minimum of four (4) hours is charged for any service call to a client's facility. Service labor time DOES NOT include travel to

and from site.The use of these hours are subject to defined Primary Working Hours as referenced in Appendix B.

Travel and living expenses will be charged at actual cost + 10%. Travel and Living expenses will be included in the $10,000 cap value.

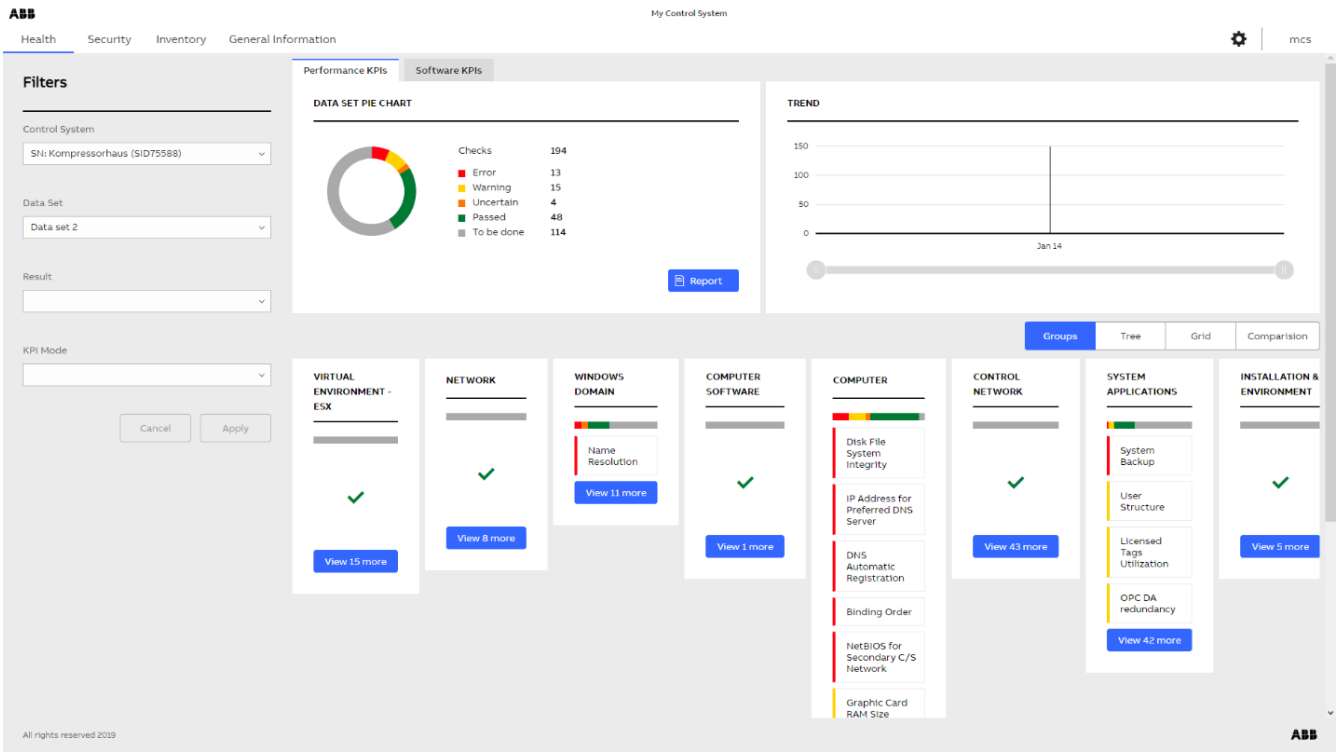
Once the $10,000 cap has been exceeded, additional hours may be purchased at **10% off** the current field service labor rates if purchased during the contract period. Additional purchased material, equipment rental, oil processing trailers, etc. are in addition to service hours and will be quoted per the service required.

3.5.2 Optional ABB ABILITY™ MyControlSystem On-Premise

800xA or Symphony Plus continuous performance monitoring is measured using ABB's My Control System On-Premise (MCS On-Prem) which is a standalone, secure service delivery platform providing a unified interface for users of ABB control products and systems. This Care contract option supplies the recommended system hardware needed to run MCS On-Prem as well as installation, commissioning, and support services throughout the term of the contract. MCS On-Prem provides the capability to schedule regular system data scans for comparison against best practices and standards to detect performance irregularities and provides the user with standardized views of Key Performance Indicators (KPIs). This comparison will pinpoint issues and support users to improve system reliability, availability, and performance. If you upgrade to System Monitoring, MCS On-Prem can monitor system data in real-time (2-minute increments). MCS On-Prem will also generate automated E-mail notifications configured based on defined trigger situations to directly inform the users on the latest analysis results.

Key features:

- New User interface (ABB Ability Common UX)
- Automated, recurring data collection, transfer & analysis as per configured schedule
- KPI and Result Notifications via E-mail
- Visualization of analysis results (KPIs) including historical values
- Performance, Software, Security, Lifecycle (Hardware) data collection from 800xA Control Systems
- Located on your site…remote connection not required (but recommended)



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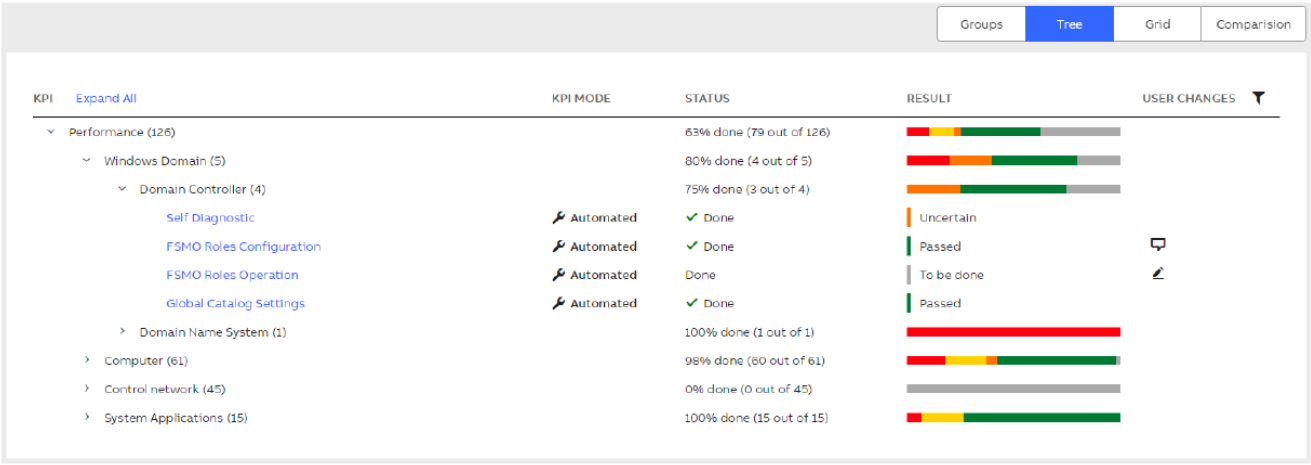

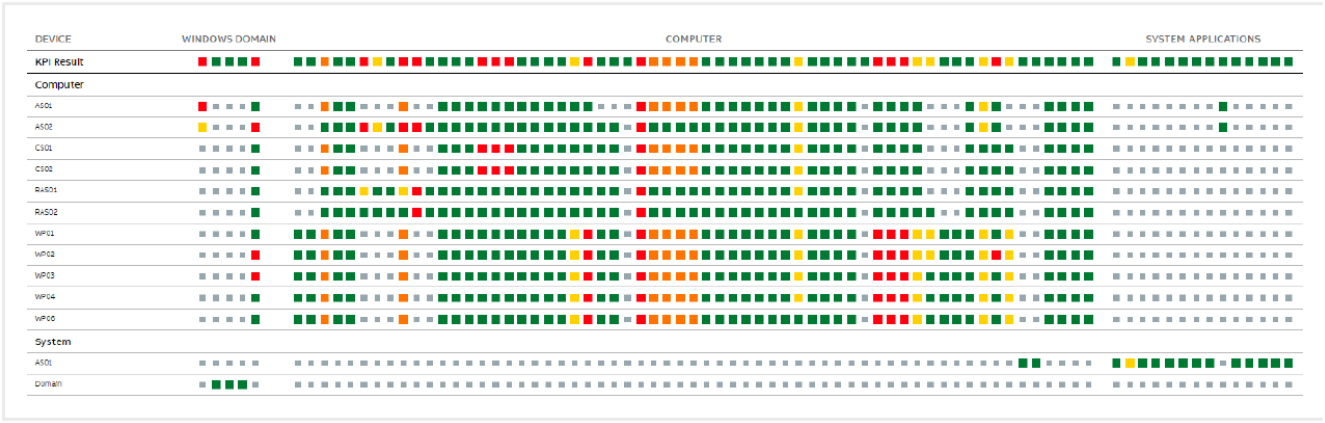

3.5.3 MCS On-Premise – Scope of Supply

General:

- Compose MCS On-Prem project team: Customer and ABB
- Plan project execution: timeline and activity list
- Confirm control system infrastructure and topology for hardware and software

Hardware:

- One (1) dedicated server to host MCS On-Premise software

Initial Installation and Commissioning:

- Load software and license
- Setup/test remote connection

ABB Proprietary Information

- Verify and validate OPC connectivity
- Install/test MCS On-Premise software

Configuration and Activation:

- Define location for MCS data collector in control system network
- Install and configure MCS Data Collector
- Verify and validate data collection
- Baseline setting of actual performance by evaluating initial collected data
- Verify scheduled data collection and KPI generation Periodic technical reports
    - (1) Technical check each year (starting after Activation)
    - Technical check findings and recommendations will be presented to customer via a conference call
    - Improvement plan with recommendations will be provided but labor hours for implementation are not included

Periodic Maintenance: *

- Upgrade(s) to MCS On-Prem software when applicable
- Microsoft Windows and Antivirus updates
- Windows backups

Customer Training

ABB will provide MCS On-Prem training. An ABB engineer will perform this training onsite/remotely with the customer/ABB resident. The training session will include:

- Provide an in-depth demo of the MCS On-Prem features and capabilities
- How to operate MCS On-Prem dashboard
- How to configure the notification with and email alerts
- A review of all current KPIs including results, suggestions, and evaluation criteria
- Provide standard user and configuration manuals

Upgrade to System Monitoring (Available for 800xA and S+ only)

For an additional annual fee, MCS On-Prem can include ABB's System Monitoring option. When System Monitoring is enabled, MCS On-Prem will continuously monitor system KPI's and events in 2-minute increments. The system will send notifications if it detects a series of events that could lead to system harm. It also monitors diagnostic data and notifies you if any KPI's go outside of defined limits.

3.5.4 MCS On-Premise – Customer Responsibilities

Server installation location

The customer will supply a clean air-conditioned environment that is suitable for operation of industrial servers. Air conditioning and decontamination of the air in the installation location is required to ensure reliability of the server hardware that is supplied.

Implementation

It is recommended that the customer act on ABB's recommendations to fully maximize the potential benefits of MCS On-Premise. Although MCS On-Premise can detect system issues, implementation plays an important part in helping correct identified issues in an effort to optimize system performance and show value.

Email notifications

- The "Notifications" tab of the Settings section in the MCS On-Premise application provides the possibility to setup and configure an SMTP E-mail server and a sender E-mail address. These settings will then be used to send user notification about KPI changes/values generated in the MCS On-Premise application to configured recipients.

ABB Proprietary Information

4 Commercial Summary

Industry Care Collaborative Contract – Three Year Contract:

Part Number	Description	Price	
PAENC-COL-03	Industry Care – Collaborative 3-year agreement	$ 90,706	Year 1
		$ 95,241	Year 2
		$ 100,003	Year 3
		$ 285,950	Total

Optional Services*
3 Year Contract

	Part Number	Description	Price	
1	n/a	Onsite Instrumentation Field Service	$10,000	per site
2	n/a	MCS On-Prem Configuration and Activation	$21,872	per site
3	n/a	MCS On-Prem Maintenance (after Activation)	$6,422	Annual per site
4	n/a	MCS On-Prem Upgrade to System Monitoring	$4,800	Annual per SID

* Optional Services pricing valid when purchased at the same time as this Industry Care contract.
**Optional Services pricing will increase 6% for subsequent years

4.1 Purchase Order

PLEASE NOTE SUBMISSION EMAIL ADDRESS.

This is a Three Year Contract, please submit your purchase order **specifically listing the proposal number EAS-250604-1 Rev 00 as well as directly referencing the terms and conditions of this proposal.** Note that neglecting to directly reference both the proposal number and the proposal T's and C's may result in needing an additional e-mail acknowledgement of these items which could delay processing the purchase order. The Purchase Order needs to cover the full duration with line items for each year. Invoice dates are as follows:

Line Item	Part Number	Description	Invoice Date	Price
1	PAENC-COL-03	Year 1	1/1/2026	$ 90,706
2	PAENC-COL-03	Year 2	1/1/2027	$ 95,241
3	PAENC-COL-03	Year 3	1/1/2028	$ 100,003
			TOTAL	$ 285,950

Payment due NET-30 unless otherwise specified in a master agreement. The above table does not reflect any options. Should any options be purchased, the invoice amount in the above table needs to be increased by the annual amount of the option(s).

Please fax or email your purchase order to:

E-mail – ServiceContracts@us.abb.com

If you use ARIBA for purchase order submission, use ABB INC-P A Service (contracts) ANID: AN01003473396.

4.2 Invoice Schedule & Payment Terms

The terms of payment for all systems, services, and products purchased under this agreement shall be 30 days from date on invoice, subject to **annual** invoices issued following receipt and acceptance of your Purchase Order. **Annual** invoicing will continue automatically for multi-year contract periods per the invoice schedule outlined in Section 4.1 Purchase Order.

If you let the contract expire or lapse at any time, you may reinstate for an additional fee of 5% per month of the most recent annual contract amount that you are not covered under contract, with a maximum fee of 15% of the most recent annual contract amount.

4.3 Cancellation

Contract termination is assessed in 12-month intervals. Termination of this contract will be subject to the following cancellation schedule:

Cancellation Schedule	
Cancellation Timing	**Amount**
Up to the end of the third month	50% of annual contract amount. Subsequent years of the committed contract period are waived.

ABB Proprietary Information

Any time between months 4 and 12	Full annual contract amount. Subsequent years of the committed contract period are waived.

4.4 Terms and Conditions

This Contract will commence on its effective date as specified in Section 4 Commercial Summary above and will remain in effect until the end of the agreement as specified in Section 4 Commercial Summary above.

The attached City of Hagerstown Terms and Conditions and Additional Terms and Conditions for City of Hagerstown will apply to any order resulting from this proposal unless modified in writing by an authorized representative of ABB Inc. Other than the additional terms set forth hereinbelow, no other terms and conditions shall apply. Where there is a conflict between the Terms and Conditions and this proposal, the terms of the proposal shall take precedence.

DISCLAIMER: *To comply with ABB policy and U.S. Government Federal Acquisition Regulations, including Export Control Regulations, and U.S. state and municipal laws and regulations for government sales (collectively "U.S. Government"), any inquiry, request for quote, or order ultimately intended for U.S. Government purchase or export must be properly disclosed, all requirements submitted, and documents identified as "for export" must include the ultimate destination country, the ultimate end user, and end use. These orders must be identified to ABB who will coordinate within ABB for a compliance check. To be clear, for all U.S. Government sales Purchaser has a duty to disclose the ultimate end-user and destination of all orders, and provide all relevant documents, including reporting to ABB those that are to be exported from the US. Purchaser shall indemnify, defend, and hold harmless ABB from and against any and all damages that may arise from Purchaser's breach of this provision.*

Trade Controls: *Customer represents that it is the ultimate end recipient of any items provided under this Agreement, that the items are for civil use only. Customer further represents that it will not directly or indirectly sell, export, re-export, release, transmit or otherwise transfer any items received from ABB to any Restricted Parties, or parties that operate, or whose end use will be, in a jurisdiction/region prohibited by ABB including Belarus, Crimea, Cuba, Iran, North Korea, Russia, Syria, as well as the Donetsk, Luhansk, Kherson, and Zaporizhzhia regions of Ukraine (such list may be amended by ABB at any time). Customer further represents and warrants that the Products and/or Services provided under this Agreement shall not be installed, used, or applied in or in connection with (i) the design, production, use or storage of chemical, biological or nuclear weapons or their delivery systems, (ii) any military applications or (iii) the operation of any nuclear facilities including, but not limited to, nuclear power plants, nuclear fuel manufacturing plants, uranium enrichment plants, spent nuclear fuel stores and research reactors, without the prior written consent of ABB.*

4.5 Authorized Users

The Industry Care agreement and services are for the operator/operating company of the specific to the site and systems identified in this proposal. Third parties performing work or services are not authorized or permitted to utilize any of the features or benefits provided with this agreement.

4.6 Travel and Living

All travel and living expenses for services included in this Contract are included. Work performed outside the scope of this Contract are subject to travel and living expenses being invoiced separately at actual incurred cost plus 10% (administrative fee).

4.7 Taxes and Duties

All other taxes and duty not explicitly expressed herein will be billed to the consignee. This include VAT or/and Service related Withholding tax.

4.8 Proposal Validity

This Proposal is subject to acceptance within ninety (90) days from the date of proposal. All prices, schedules, and technical descriptions are valid throughout this period.

4.9 Confidentiality

The information contained in this proposal is proprietary to ABB Inc. and may not be disclosed to any third party or company without the written consent of ABB Inc.

4.10 Change Orders

During the term of this Care agreement, work requested by City of Hagerstown on equipment not included in Section 2 (inclusive) or that has been otherwise delineated as additional scope within this agreement will be completed by ABB under the following conditions:

- Additional Scope will be authorized by !!Customer_Name_Short!! in writing via a Change Order. In the event a Change Order ABB will, at earliest convenience, provide written confirmation.
- City of Hagerstown shall amend applicable Purchase Orders prior to resources being dispatched to site. In event of an Emergency the Purchase order will be amended to include Change Order additional scope within 5 business days of written confirmation.
- Change Orders will be on a Time and Material basis.

A sample Change Order form is shown in Appendix E

4.11 Authorized Service Provider

During the execution of this Care agreement, ABB reserves the right to utilize an Authorized Service Provider for services on covered equipment. In the event an Authorized Service Provider is utilized, all warranties herein will still apply.

4.12 Publication

Customer approves the use of its name in ABB newsletters, press releases, proposals, experience lists, and resumes (for proposal purposes) of our employees.

4.13 Non-Solicitation

During the term of this Agreement and for one year after any termination of this Agreement, Purchaser will not, without the prior written consent of ABB, either directly or indirectly, on Purchaser's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by ABB or any customer of ABB. Purchaser acknowledges that money damages may not be a sufficient remedy for breach of this requirement. Accordingly, in the event of any such breach, in addition to any other remedies at law or in equity ABB may have, ABB shall be entitled to seek equitable relief, injunctive relief, or both.

4.14 Use of Visual Remote Support

Customer acknowledges and accepts that, from time to time, ABB may utilize Visual Remote Support technology in the execution of work associated with this agreement. Visual remote Support facilitates augmented video and audio communications between ABB field resources and ABB technical support/engineering across a standard cellular/wifi connection utilizing an ABB supplied cellular/wifi enabled device. The Visual remote Support request will be initiated by ABB and shall be limited to the time frame necessary to perform the services requested by ABB engineer.

4.15 Market Volatility

The Parties are aware of the challenges related to outbreaks, epidemics, war (declared or undeclared), government regulations and acts of governmental authorities (including sanctions), civil unrest, and general shortages of electronic components and elements, market volatility, availability and cost of raw materials, commodities, as well as the shortage and market fluctuation of logistic/transportation availability, costs and capacities that may impact the normal business activity and cost of performance, the delivery [schedule(s)/dates] and/or the
execution of the scope or performance of the Services, the impacts of which are currently unknown. Notwithstanding anything in this agreement to the contrary, if as a result of any of the above aforementioned events, the costs of Seller's performance increase or Seller 's performance obligations are materially adversely affected or delayed, the Parties in the spirit

of cooperation, will work together in good faith and within a reasonable time after the invocation of this Clause, to negotiate alternative contractual terms in terms of equitable adjustments to delivery [schedules/dates], pricing and/or possible reductions of the contractually owed quantity of the Equipment and / or Services to be delivered to Purchaser. The aforementioned shall be performed with a view to employing reasonable efforts to ensure that this agreement can be at least fulfilled in part.

Each Party waives any claim against the other Party either for direct damages and/or loss of profits and/or indirect and/or intermediate and/or consequential and/or punitive damages, penalties and/or liquidated damages arising from or anyhow connected with any of the challenges listed above. If any dispute or difference arises between the Parties, the Parties hereto shall endeavor to settle such dispute amicably.

Any contract, order acceptance or order confirmation by Seller is entered into and made subject and conditioned to the above terms, which the Parties recognize as fundamental conditions of any such agreement within the Parties.

4.16 Cyber Security

ABB has established and maintain a formal information and cybersecurity program which includes commercially reasonable technical and organizational measures, in order to protect its automation solution or automation solution components against security breaches, accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access to its content. It is the customer's sole responsibility to provide and ensure a secure connection between the Customer’s automation solution and the Customer's network or any other network on an ongoing basis. If the customer provides server, virtual host, client and/or networking components for the automation solution components, it is the customer’s sole responsibility for establishing and maintaining appropriate measures. The Customer must establish and maintain appropriate measures (such as, but not limited to, installing firewalls, applying authentication measures, data encryption, installing antivirus programs, etc.) to protect the automation solution, including its network and external interfaces against any type of security violations, unauthorized access, interference, intrusion, leakage and/or theft of data or information. Customer waives any and all claims against ABB, its Affiliates, Officers, Directors, Employees or Assigns for damages and/or losses of whatever type related to security breaches, unauthorized access, interference, intrusion, leakage and/or theft of data or information caused by Customer’s failure to maintain the appropriate security measures described above.

Appendix A – Included SID's and Licenses

City of Hagerstown – Willson WTP – SID40853

Software Support Level	ASM Upgrade Level	**# of Concurrent Users**	8

Licenses Included in System Identification

License #	Product Description	Machine ID
SL121001809032093	S+ Operations, Primary, v2.1. 8 Clients Support - Additional - (8 clients) Real Time Data Server Tag Capacity - 10000 realtime tags Harmony/INFI Driver - Yes Harmony Connect - Yes 2 Office ThinWebClient - (Total of 2 ThinClients) History Server - Yes Report Package (required with History Server) - Yes 2 Historical Logs x1000 - Packs of 1000 Alarm Portal - Yes Central Diagnostic - Yes OPC Client - Yes SNMP Scanner - Yes	0050568F5498
SL668001809032093	S+ Operations, Redundant, v2.1	0050568F5C4B
SL435172811165054	S+ Operations, Frontend, v2.1	0050568F2AD1
SL277021809032093	S+ Engineering Server, v2.2	0050568F5ACC
SL652021809032093	Composer System, v1.0	
SL168011809032093	Harmony Gateway, v7.1	
SL716253809052113	PNI800, vA.0	00C0C9021459
SL763253809052113	PNI800, vA.0	00C0C90216CC
SL748253809052113	PNI800, vA.0	00C0C90216CF

ABB Proprietary Information

Appendix B – ABB US Service Standard Rate Sheet – 2025

Primary Work Hours

The following labor rates are applicable during Primary Working Hours (PWH) defined as an 8-hour period beginning between 7:00 A.M. and 10: 00 A.M. Monday through Friday, excluding national and ABB recognized holidays. The primary work hours include a one half-hour non-paid lunch period and two 15-minute breaks during the day.

Base Service Labor Rates

Control systems (OCS/DCS)	Field Services Process Application Engineering Services	$399 $450
Power Generation Specialist	Turbine Control Systems Services Flame Scanner Services Power Plant Tuning	$441 $441 $441
All	Process Control Tuning Services Regional Technical Advisor, Network & Security Services Process Optimization Services	$441 $450 $469

Overtime Hours

For billing purposes ABB Inc. defines overtime as those hours worked outside the Primary Working Hours or in excess of eight (8) hours in one day. The standard charges for overtime are defined as follows:

- All work performed outside the PWH or over 8 hours in one day is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Saturday is charged at one and one half times the labor rate (Base Service Labor Rate X 1.5).
- All work performed on Sunday is charged at two times the labor rate (Base Service Labor Rate X 2).
- All work performed on national or an ABB holiday is charged at three times the labor rate (Base Service Labor Rate X 3).

Field Engineer Stand-By

Engineer Stand-By support occurs when a customer requests an engineer to perform "stand-by" duty where that engineer is specifically reserved for that Customer and cannot be dispatched to another Customer job site. The customer reserving the engineer in stand-by readiness mode shall be charged for Stand-By service.

Field Engineer Stand-By Service is charged at 4 PWH per day. If the "reserved" Field Engineer is called to this site, then 2 PWH will be credited to the customer. Overtime hours, travel expenses, travel time and other conditions of service per this rate sheet shall apply.

2025 Holiday Schedule

Wednesday, Jan. 1 – New Year's Day	Monday, Sept. 1 – Labor Day
Monday, Jan. 20 – Martin Luther King Jr. Day	Tuesday, Nov. 11 – Veteran's Day
Friday, April 18 – Good Friday	Thursday, Nov. 27 – Thanksgiving Day
Monday, May 26 – Memorial Day	Friday, Nov. 28 – Thanksgiving Day (Day After)
Friday, July 4 – Independence Day	Wednesday, Dec. 24 – Christmas Eve
	Thursday, Dec. 25 – Christmas Day

Appendix C – MyABB Access

Please complete the form below and include it with your Purchase Order to complete registration and/or renewal of your My Control System access.

Contact Name	Contact Phone Number	Contact e-mail address	What system(s) is this contact responsible for? (Only required for multi-system contracts)	User Role
				Control System Administrator
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer
				Maintenance Engineer

ABB Proprietary Information

Appendix D – Cyber Security Patch Delivery

Please complete the form below and include with your Purchase Order to receive proper delivery of your Cyber Security Patch USB Drives.

☐ Check here if delivery of cyber security files on DVD is desired instead of on USB drive

Contact Name	Contact Phone No.	Address	City	State	Zip Code

ABB Proprietary Information

Appendix E – Change Order Form

ABB Inc. is pleased to provide to you, this change to your purchase order _____ dated _____, which includes terms and conditions and pricing per service agreement in proposal _____ to support the following scope:

_____
_____
_____
_____
_____

Labor Discount: _____ Parts Discount: _____ T&L Admin Charge: _____

Labor	Quantity	List Price	Discount Price	Total
Standard Labor (1X)				
Travel Labor				
Overtime Labor (1.5x)				
Double Time Labor (2x)				
Holiday Labor (3X)				
			Total Labor	

Estimated Expenses	Quantity	List Price	Adjusted Price	Total
Mileage				
Airfare				
Hotel				
Per Diem				
Car Rental				
Parking/Tolls				
			Total Estimated Expenses	

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Parts	Quantity	List Price	Discount Price	Total
			Total Parts	

Miscellaneous	Quantity	List Price	Total
		Total Miscellaneous	
		Total Price	

Terms & Conditions

All the terms and conditions of Purchase Order _____dated _____ remain in full force and effect and control this change.

Order Placement

If this proposal meets with your approval, please submit an adjusted or new purchase order referencing proposal number _____ for the amount of _____

ABB Proprietary Information

Appendix F – Remote Access Link Consent Form

_____("Customer") agrees and consents to allow ABB Inc. remote access to the ABB system(s) and equipment(s) installed in the_____facility(s).

Access shall occur either by a Customer supplied remote access method or with the ABB Remote Access Platform (RAP) software that establishes connectivity via a Secured-Sockets Layer (SSL) tunnel between software installed at site and servers located in a secured environmentthat are maintained via ABB maintenance and security standards.

ABB will submit a listing of those ABB employees who will be remotely accessing the ABB systems and equipment, as modified from time-to-time ("ABB Employees").

(Site Contacts Name, Email and Phone #)_____
_____
Are those Customer representatives who may permit any other ABB employee or representative access. Only those ABB Employees identified by ABB and Site Contacts shall be permitted remote access.

The remote access request will be initiated by any Customer employee either by phone or email. A Customer employee shall be in communication with the ABB representative at times during the remote access session. ABB is not responsible for the actions of the Customer employee during the session. The remote access shall be limited to the time frame necessary to perform the services requested by Customer. A log/record will be created for each login if the customer is utilizing ABB RAP Solution and this log/record is accessible to customers by request for the previous two weeks of logs/records.

The services provided by ABB during the remote access session shall be governed by the terms and conditions in place between the Customer and ABB or in the event of no such terms and conditions, ABB standard terms and conditions.

CUSTOMER:

_____

By: _____

Title: _____

Date: _____

ABB Proprietary Information

RAP Setup Options

In order to keep all RAP connections secure, ABB has 2 recommendations regarding the installation of the Virtual Support Engineer (VSE) software on site. ABB currently has a list of recommended support groups that will be given access to a site depending on the system type.

☐ **Unassisted Remote Access** (Default Option)

- The VSE is installed and configured with the "Offline Mode" option turned OFF in control panel.
- ABB users will be allowed to connect to site on an as needed basis
- In case of emergency or after-hours support, ABB representative will be able to connect to site
- Default access to each site will be determined via recommended support group listings
- Additional users will be added on an as needed basis

☐ **Assisted Remote Access**

- The VSE is installed and configured with the "Offline Mode" option turned **ON** in control panel. This allows the customer to control who can access the site.
- The VSE is configured with a security policy setting which requires the customer to approve each user who attempts to connect and terminate the connection when the work is complete.
- In case of emergency or after-hours support, customer representative will need to give access
- Default users to each site will be determined via recommended support group listings.
- Site representative will need to send an email and verify new users

ABB Approved Groups (Select all that apply)

☐ Level 2 Technical Support

☐ Level 3 Technical Support

☐ Drive Support Group

☐ Optimization Group

ABB Approved Users (Type in approved users)

_____

_____

Appendix G – City of Hagerstown Term and Conditions

The following terms and conditions are applicable to this order entered into by and between the City of Hagerstown, Maryland (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS No modifications of this order shall be binding upon Buyer unless approved in writing by Buyer or authorized representative of Buyer. Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at Seller s expense.

ASSIGNMENT Any assignment of this order, performance of work hereunder, in whole or in part, or monies due, or monies to become due hereunder, shall be void unless consented to by Buyer in writing and Buyer shall have no obligations to any assignee of Seller under any assignment not consented to in writing by Buyer.

TERMINATION Buyer reserves the right to terminate this order in whole or in part for default if Seller fails to perform in accordance with any of the requirements of this order. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer.

F.O.B. In those cases where prices stated are not F.O.B. destination, Seller is required to prepay charges and list on invoice.

TERMS By accepting this order, the Seller agrees that payment terms shall be Net 30 days unless otherwise stated. Payment will be made in accordance with Buyer s policies and procedures.

INVOICING Seller must render an original invoice in duplicate to the Bill to Department stated on the front of this order.

TAX Buyer is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the Buyer may not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the Buyer, nor shall any Seller be authorized to use the Buyer s Tax Exemption number in acquiring such materials.

PURCHASE ORDER NUMBER Purchase Order number must appear on all invoices, packing slips, shipping notices, freight bills and correspondence concerning this order.

COMPLIANCE

A. The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinance rules and regulations that would apply to this order/contract.

B. Seller shall comply, when applicable, with the provisions set forth by the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by U.S. Department of Labor (29CFR Part 5).

C. Seller shall provide access to pertinent records relative to contract/order for a period of three (3) years after the last receipt of payment is made under this contract/order.

INSPECTION All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at Seller s expense.

LITIGATION VENUE The parties agreed that venue and jurisdiction of all litigation arising from this contract/order shall be in the State Courts located in Washington County, Maryland. This contract/order shall be construed pursuant to Maryland Law.

PAYMENT CHANGES Payments will only be made to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company and approved by an authorized City official.

ANTI-DISCRIMINATION Sellers doing business with Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age, with regard to, but not limited to, the following: employee practices, rates of pay or other compensation methods and training selection.

LEGAL RESPONSIBILITY By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and local laws, statutes, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY-COPYRIGHT/PATENT/TRADEMARK Seller shall save and hold harmless Buyer, its employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INSURANCE If the Seller is required to go on City property to perform work or services, the Seller shall assume full responsibility and expense to obtain all necessary insurance as required by the City.

INDEMNIFICATION - To the extent authorized by law, Seller shall indemnify, safe and hold harmless Buyer, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontracts or assignees pursuant to the terms of this order.

REPRESENTATIVES All parties to this order agrees that the representatives named herein are, in fact, bona fide and possess full and complete authority to bind said parties.

OFFER/ACCEPTANCE If the Purchase Order refers to your bid then the purchase order is an ACCEPTANCE of your OFFER TO SELL, as stated in your bid. If no bid is referenced, the Purchase Order is an OFFER TO BUY, subject to your acceptance, which can be demonstrated by your performance of the Order or by a formal acknowledgment. Any COUNTER-OFFER TO SELL is automatically construed as CANCELLATION of the Purchase Order unless a change order is issued accepting a counter offer.

NEW GOODS All equipment delivered against the Purchase Order shall be newly manufactured and of the manufacturer s current model unless otherwise specified.

QUALITY The Buyer, City of Hagerstown, will be the sole judge in determining acceptability and satisfaction in regard to quality, price and performance.

O.S.H.A. All chemicals, equipment and materials proposed and/or used in the performance of the Purchase Order must conform to the standards required by O.S.H.A.

MATERIAL SAFETY DATA SHEETS (MSDS s) are to accompany each shipment when applicable.

ADDITIONAL TERMS AND CONDITIONS FOR CITY OF HAGERSTOWN

In the event of inconsistency between the CITY OF HAGERSTOWN TERMS AND CONDITIONS ("City Terms") and these ADDITIONAL TERMS AND CONDITIONS, the City Terms shall prevail.

1. **Payment.**
   Payment terms are net cash, payable without offset, in United States Dollars, 30 days from date of invoice by City of Hagerstown check.
2. **Delivery.**
   All Equipment manufactured, assembled or warehoused in the continental United States is delivered FOB destination.
3. **Risk of Loss.**
   Except with respect to Software (for which title shall not pass, use being licensed) title and risk of loss to Equipment shall transfer to Buyer upon completion of delivery as set forth in Paragraph 2.
4. **Warranty.**
   (a) Equipment and Services Warranty. Seller warrants that Equipment (excluding Software, which is warranted as specified in paragraph (d) below) shall be delivered free of defects in material and workmanship and that Services shall be free of defects in workmanship. The Warranty Remedy Period for Equipment (excluding Software and Spare Parts) shall end twelve (12) months after acceptance or eighteen (18) months after date of shipment, whichever first occurs. The Warranty Remedy Period for new spare parts shall end twelve (12) months after date of shipment. If the purchase order includes the sale of refurbished or repaired parts, the Warranty Remedy Period for such parts shall end ninety (90) days after date of shipment. TheWarranty Remedy Period for Services shall end ninety (90) days after the date of completion of Services.
   (b) Equipment and Services Remedy. If a nonconformity to the foregoing warranty is discovered in the Equipment or Services during the applicable Warranty Remedy Period, as specified above, under normal and proper use and provided the Equipment has been properly stored, installed, operated and maintained and written notice of such nonconformity is provided to Seller promptly after such discovery and within the applicable Warranty Remedy Period, Seller shall, at its option, either (i) repair or replace the nonconforming portion of the Equipment or re- perform the nonconforming Services or (ii) refund the portion of the price applicable to the nonconforming portion of Equipment or Services. If any portion of the Equipment or Services so repaired, replaced or re-performed fails to conform to the foregoing warranty, and written notice of such nonconformity is provided to Seller promptly after discovery and within the original Warranty Remedy Period applicable to such Equipment or Services or 30 days from completion of such repair, replacement or re-performance, whichever is later, Seller will repair or replace such nonconforming Equipment or re-perform the nonconforming Services. The original Warranty Remedy Period shall not otherwise be extended.

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(c) Exceptions. Seller shall not be responsible for providing temporary power, removal, installation, reimbursement for labor costs or working access to the nonconforming Equipment, including disassembly and re assembly of non-Seller supplied equipment, or for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement, all of which shall be at Buyer's risk and expense. Seller shall have no obligation hereunder with respect to any Equipment which (i) has been improperly repaired or altered; (ii) has been subjected to misuse, negligence or accident; (iii) has been used in a manner contrary to Seller's instructions; (iv) is comprised of materials provided by or a design specified by Buyer; or (v) has failed as a result of ordinary wear and tear. Equipment supplied by Seller but manufactured by others will be purchased new at the time of the project and will be warranted to the extent of the manufacturer's warranty, and the remedies, provided by the manufacturer will be allowed

(d) Software Warranty and Remedies. Seller warrants that, except as specified below, the Software will, when properly installed, execute in accordance with Seller's published specification. If a nonconformity to the foregoing warranty is discovered during the period ending one (1) year after the date immediately following thirty (30) consecutive days of successful operation (with no functionality issues with the software or the programming) following start-up, and written notice of such nonconformity is provided to Seller promptly after such discovery and within that period, including a description of the nonconformity and complete information about the manner of its discovery, Seller shall correct the nonconformity by, at its option, either (i) modifying or making available to the Buyer instructions for modifying the Software; or (ii) making available at Seller's facility necessary corrected or replacement programs. Seller shall have no obligation with respect to any nonconformities resulting from (i) unauthorized modification of the Software or (ii) Buyer-supplied software or interfacing. Seller does not warrant that the functions contained in the software will operate in combinations which may be selected for use by the Buyer, or that the software products are free from errors in the nature of what is commonly categorized by the computer industry as "bugs".

(e) THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY AND PERFORMANCE, WHETHER WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USAGE OF TRADE ARE HEREBY DISCLAIMED.

5. **Limitation of Liability**

In no event shall Seller, its suppliers or subcontractors be liable for special, indirect, incidental or consequential damages, whether in contract, warranty, tort, negligence, strict liability or otherwise, including, but not limited to, loss of profits or revenue, loss of data, loss of use, loss of use of any of the Equipment or any associated equipment, cost of capital, cost of substitute equipment, facilities or services, downtime costs, delays, and claims of customers of the Purchaser or other third parties for any damages. Seller's aggregate liability for all claims whether in contract, warranty, tort, negligence, strict liability, or otherwise for any loss or damage arising out of, connected with, or resulting from this Purchase Order or the performance or breach thereof, or from the design, manufacture, sale, delivery, resale, repair,

ABB Proprietary Information

replacement, installation, technical direction of installation, inspection, operation or use of any equipment covered by or furnished under this Purchase Order, or from any services rendered in connection therewith, shall in no case exceed the purchase order price.

6. **Force Majeure**
   Seller shall neither be liable for loss, damage, detention or delay nor be deemed to be in default for failure to perform when prevented from doing so by causes beyond its reasonable control including but not limited to acts of war (declared or undeclared), delays attributable to outbreaks, epidemics and pandemics, Acts of God, fire, strike, labor difficulties, acts or omissions of any governmental authority, compliance with government regulations, insurrection or riot, embargo, delays or shortages in transportation or inability to obtain necessary labor, materials, or manufacturing facilities from usual sources or from defects or delays in the performance of its suppliers or subcontractors due to any of the foregoing enumerated causes. In the event of delay due to any such cause, the date of delivery will be extended by period equal to the delay plus a reasonable time to resume production.
7. **Termination**
   No termination by Buyer for material default shall be effective unless, within fifteen (15) days after receipt by Seller of Buyer's written notice specifying such default, ABB shall have failed to initiate and pursue with due diligence correction of such specified default.
8. **Intellectual Property Indemnification**
   (a)Seller shall defend at its own expense any action brought against Buyer alleging that the Equipment or the use of the Equipment to practice any process for which such Equipment is specified by Seller (a “Process”) directly infringes a patent in effect in the United States, an European Union member state or the country of the Site (provided there is a corresponding patent issued by the U.S., UK or an EU member state), or any copyright or trademark registered in the country of the Site and to pay all damages and costs finally awarded in any such action, provided that Buyer has given Seller prompt written notice of such action, all necessary assistance in the defense thereof and the right to control all aspects of the defense thereof including the right to settle or otherwise terminate such action in behalf of Buyer.
   (b) Seller shall have no obligation hereunder and this provision shall not apply to: (i) any other equipment or processes, including Equipment or Processes which have been modified or combined with other equipment or process not supplied by Seller; (ii) any Equipment or Process supplied according to a design, other than a Seller design, required by Buyer; (iii) any products manufactured by the Equipment or Process; (iv) any patent issued after the date hereof; or (v) any action settled or otherwise terminated without the prior written consent of Seller.
   (c) If, in any such action, the Equipment is held to constitute an infringement, or the practice of any Process using the Equipment is finally enjoined, Seller shall, at its option and its own expense, procure for Buyer the right to continue using said Equipment; or modify or replace it with non infringing equipment or, with Buyer's assistance, modify the Process so that it becomes non infringing; or remove it and refund the portion of the price allocable to the infringing Equipment. THE FOREGOING PARAGRAPHS STATE THE EXCLUSIVE LIABILITY OF SELLER AND EQUIPMENT MANUFACTURER FOR ANY INTELLECTUAL PROPERTY INFRINGEMENT.

ABB Proprietary Information

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Hydrant Repair Parts, Core & Main (Martinsburg, WV) - $ 11,004.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_Hydrant_Repair_Parts.pdf	Signed Consent Form
CONSENT_CORE_MAIN_HYD_PARTS_3PGS_08262025.pdf	CONSENT CORE & MAIN
QUOTE_HYDRANT_PARTS.pdf	QUOTE HYDRANT PARTS

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: Fire Hydrant Parts (PAGE 1 of 2)

Account No: 5272501-5374 CIP Control No. _____

Budget Amount: $100,000.00 Account Balance: $~~80,485.77~~ 80,293.77 Unbudgeted Amount: $ Ø

Fiscal Year: FY26 Source of Funds: Water Fund

Quantity	Description	Value
10	AFC 84-29-30 ROD CPLG	$ 1,370.00
10	AD 84-29-14 SNAP RING	$ 530.00
10	FLANGE, BREAKABLE 84-29-15, 6" American Darling	$ 1,510.00
10	60-84-41 HYDRANT VALVE FOR 6" American Darling	$ 2,450.00
10	84-38 DRAIN RING GASKET F/B84B HYD	$ 200.00
5	60-84-42 HYD VLV BOTTOM F/6"VO B84B	$ 1,235.00
5	60-84-40 HYD VLV TOP F/6"VO 5 210.00000 EA 1050.00 B84B	$ 1,050.00
3	NOZZLE, HOSE 84-20-3, 6" VO	$ 789.00
3	O-RING, HOSE NOZZLE 84-20-4,6"	$ 60.00
	TOTAL VALUE OF PROJECT	$ See page 2

ABOVE TO BE USED FOR: Parts to repair existing fire hydrants.

RECOMMENDED VENDOR: Business Name: Core & Main

Business Address: 117 Industrial Circle

City/State/Zip: Martinsburg, WV 25403

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: Fire Hydrant Parts (PAGE 2 of 2)

Account No: 5272501-5374 CIP Control No. _____

Budget Amount: $100,000.00 Account Balance: $~~80,485.77~~ 80,293.77 Unbudgeted Amount: $ 0

Fiscal Year: FY26 Source of Funds: Water Fund

Quantity	Description	Value
3	NOZZLE SPACER RING - 84-20-5	$ 60.00
10	ACIPCO 50-41 HYD VLV	$ 1,750.00
		$ 11,004.00
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: Parts to repair existing fire hydrants.

RECOMMENDED VENDOR: Business Name: Core & Main

Business Address: 117 Industrial Circle

City/State/Zip: Martinsburg, WV 25403

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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.
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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 Funding is available in the FY26 Water Budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location, Date: 2025.08.11 14:31:27-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

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Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

8/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Garver 08/14/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25

Signature / Date

un Date: 7/16/25

Quote

Customer #	153392
Order #	X364711
Date Ordered	07/16/25
Job #	
Job Name	
Customer Reference	HYDRANT PARTS
Purchase Order #	MARK/LAURIE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	
Ship Via	CORE & MAIN LP

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

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

Branch:
MARTINSBURG WV
Branch - 514
117 Industrial Circle
Martinsburg, WV 25403

Phone: 304-263-6986

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	61AD842930	AFC 84-29-30 ROD CPLG	10			137.00000	EA	1370.00
	61AD842914	AD 84-29-14 SNAP RING	10			53.00000	EA	530.00
	61ADB84BBF6	FLANGE, BREAKABLE 84-29-15, 6" 6" AMERICAN DARLING B-84-B	10			151.00000	EA	1510.00
	61AD68441	60-84-41 HYDRANT VALVE FOR 6" AMERICAN-DARLING 6" B-84-B	10			245.00000	EA	2450.00
	61ADB84B8438	84-38 DRAIN RING GASKET F/B84B HYD	10			20.00000	EA	200.00
	61AD608442	60-84-42 HYD VLV BOTTOM F/6"VO B84B	5			247.00000	EA	1235.00
	61AD608440	60-84-40 HYD VLV TOP F/6"VO B84B	5			210.00000	EA	1050.00
	/40018313968	NOZZLE, HOSE 84-20-3, 6" VO	3			263.00000	EA	789.00
	/40018313974	O-RING, HOSE NOZZLE 84-20-4,6"	3			20.00000	EA	60.00
	61ADB84B84205	NOZZLE SPACER RING - 84-20-5 FOR B84B	3			20.00000	EA	60.00
		ALL ITEMS ARE FOR B84B 6" VO HAGERSTOWN MD SPEC.						
	61AC5041	ACIPCO 50-41 HYD VLV THIS ITEM IS FOR A 4" B50B	10			175.00000	EA	1750.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	11004.00
Tax Amount:	.00
Other Charges:	.00
Total:	11004.00

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: Fire Hydrant Parts (PAGE 1 of 2)

Account No: 5272501-5374 CIP Control No. _____

Budget Amount: $100,000.00 Account Balance: $80,485.77 Unbudgeted Amount: $_____

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5	60-84-40 HYD VLV TOP F/6"VO 5 210.00000 EA 1050.00 B84B	$ 1,050.00
3	NOZZLE, HOSE 84-20-3, 6" VO	$ 789.00
3	O-RING, HOSE NOZZLE 84-20-4,6"	$ 60.00
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: Parts to repair existing fire hydrants.

RECOMMENDED VENDOR: Business Name: Core & Main

Business Address: 117 Industrial Circle

City/State/Zip: Martinsburg, WV 25403

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: Fire Hydrant Parts (PAGE 2 of 2)

Account No: 5272501-5374 CIP Control No. _____

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Fiscal Year: FY26 Source of Funds: Water Fund

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10	ACIPCO 50-41 HYD VLV	$ 1,750.00
		$ 11,004.00
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: Parts to repair existing fire hydrants.

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Business Address: 117 Industrial Circle

City/State/Zip: Martinsburg, WV 25403

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Water Budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 14:31:37-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 14:44:05-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Run Date: 7/16/25

Quote

Customer #	**153392**
Order #	**X364711**
Date Ordered	07/16/25
Job #	
Job Name	
Customer Reference	HYDRANT PARTS
Purchase Order #	MARK/LAURIE
Method of Shipment	OUR TRUCK
Contract Order #	0000000
Ordered By	
Ship To	CORE & MAIN LP

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

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

Branch:
MARTINSBURG WV
Branch - 514
117 Industrial Circle
Martinsburg, WV 25403

Phone: 304-263-6986

Bid Seq#	Product Code	Description	Qty Ordered	Qty Shipped	Qty B/O	Net Price	UOM	Ext Price
	61AD842930	AFC 84-29-30 ROD CPLG	10			137.00000	EA	1370.00
	61AD842914	AD 84-29-14 SNAP RING	10			53.00000	EA	530.00
	61ADB84BBF6	FLANGE, BREAKABLE 84-29-15, 6" 6" AMERICAN DARLING B-84-B	10			151.00000	EA	1510.00
	61AD68441	60-84-41 HYDRANT VALVE FOR 6" AMERICAN-DARLING 6" B-84-B	10			245.00000	EA	2450.00
	61ADB84B8438	84-38 DRAIN RING GASKET F/B84B HYD	10			20.00000	EA	200.00
	61AD608442	60-84-42 HYD VLV BOTTOM F/6"VO B84B	5			247.00000	EA	1235.00
	61AD608440	60-84-40 HYD VLV TOP F/6"VO B84B	5			210.00000	EA	1050.00
	/40018313968	NOZZLE, HOSE 84-20-3, 6" VO	3			263.00000	EA	789.00
	/40018313974	O-RING, HOSE NOZZLE 84-20-4,6"	3			20.00000	EA	60.00
	61ADB84B84205	NOZZLE SPACER RING - 84-20-5 FOR B84B ALL ITEMS ARE FOR B84B 6" VO HAGERSTOWN MD SPEC.	3			20.00000	EA	60.00
	61AC5041	ACIPCO 50-41 HYD VLV THIS ITEM IS FOR A 4" B50B	10			175.00000	EA	1750.00

Terms in accordance with shipping manifest.

Special Instructions/Comments:

Total Ordered:	**11004.00**
Tax Amount:	**.00**
Other Charges:	**.00**
Total:	**11004.00**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Change Order #1 Engineering Services for the WWTP Improvement Project - Black & Veatch (Gaithersburg, MD) - $ 240,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Additional_Engineering_Services_for_WWTP_Improvements.pdf	Signed Consent Form
CONSENT_BLACK_VEATCH_WWTP_UPGRADE_08262025.pdf	CONSENT BLACK&VEATCH CO#1 WWTP UPGRADE
Amendment_No._1_-_Scope_and_Fee_-_Hagerstown_WWTP_Improvement.pdf	SCOPE AND FEE
ACCOUNT_SUMMARY_REPORT.pdf	ACCOUNT SUMMARY REPORT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Engineering

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater WWTP Improvement Project

Account No: 5485001-5830 CIP Control No. C0584

Budget Amount: $11,950,000.00 Account Balance: $~~9,999,345.96~~ 9,327,226 Unbudgeted Amount: $NA

Fiscal Year: FY26 Source of Funds: Wastewater (Consent #~~1~~ #2) —

Quantity	Description	Value
	Additional Engineering Services to Address Latent Conditions	$ 240,000.00
	per attached Scope of Services for design for	
	Wastewater Treatment Plant project.	
	*This portion of project is funded 100% with local	
	Wastewater operational revenue.	
	Total Encumbrances for 5485001-5830-C0584 => ~~$1,950,654.04~~ $2,622,774	
	Account Balances (less encumbrances) => ~~$9,999,345.96~~ 9,327,226	
	TOTAL VALUE OF PROJECT	$ $ 240,000.00

ABOVE TO BE USED FOR: Change Order #1 to address latent conditions impacting constructability and/or compliance with SDWA, OSHA, etc. per the attached Scope of Services.

RECOMMENDED VENDOR: Business Name: Black & Veatch Corporation

Business Address: 18310 Montgomery Village Ave.

City/State/Zip: Gaithersburg, MD 20879

Bid/Proposal/Quote No.: Change Order to Existing Contract Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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.
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	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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	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 Existing Contract was sole source/preferred provider based on institutional knowledge of City's WWTP - Engineer of record for BNR &ENR upgrade.

Nancy Hausrath Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 13:03:20-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 13:03:35-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- Need updated W9

Tyler Frey 8/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Michele Hepburn 8/14/25

Signature / Date

(4) City Administrator

COMMENTS

Scott Nicewarner 8/18/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Black & Veatch
9801 Washingtonian Blvd, Suite 100
Gaithersburg, MD 20878
P +301-556-4375 E CrowMM@BV.com

August 7, 2025

City of Hagerstown
Utilities Department
Nancy Hausrath
1 Clean Water Circle
Hagerstown, MD 21740
Email: NHausrath@hagerstownmd.com

Subject: Black & Veatch Proposal for WWTP Improvements Project – Amendment No. 1

Dear Nancy:

Black & Veatch is pleased to submit Amendment No. 1 for additional design services to the City of Hagerstown Wastewater Treatment Plant Improvements project.

In development of the detailed design for this project, it has been requested that additional design services be provided for the inclusion of an Operator's Room, Training Room, Operator's Lab, Restroom, Janitor's Closet and demo of the existing Wastewater Lab. Additionally, it was determined that the completion of the Operator's Room could be accelerated by demolishing the existing non-functional equipment in the Filter Press Room, prior to the commencement of the larger improvements project. Black & Veatch will draft a Demo RFP to solicit the services of a demo contractor for this work.

Not to exceed Fee*: $240,000

Black & Veatch appreciates the opportunity to prepare this proposal, and we look forward to working together with you and the plant staff on this important project. Please do not hesitate to reach out to if you have any questions or require any additional information.

Very truly yours,

Black & Veatch Corporation
Matt Crow
Project Manager

cc: Priscilla Brown-Buchalla

AGREEEMENT FOR ENGINEERING SERVICES

AMENDMENT #1 - HAGERSTOWN WWTP IMPROVEMENTS DETAILED DESIGN – OPERATORS ROOM DESIGN AND DEVELOPMENT OF DEMO RFP

Background and Purpose

The City of Hagerstown (OWNER) has asked Black & Veatch (ENGINEER) to design various improvements to the Hagerstown Wastewater Treatment Plant (WWTP).

The goal of this project is to rehab, replace, and modify the various processes listed herein to improve reliability, functionality, flexibility, and safety of WWTP processes and operations. The Hagerstown WWTP has a rated capacity of 8 MGD and a peak day capacity of 30 MGD. The project will include improvements to several areas/processes of the WWTP to provide treatment of the rated and peak capacity flows.

The OWNER has determined that this project will be delivered through a traditional Design-Bid-Build delivery method. The scope and fee included herein is for design of an Operator's Room and development of a Request for Proposal for the City to hire a contractor to demo the existing non-operational equipment in the areas described below. The demo work would be completed prior to and by a separate contractor from the larger design improvements. The Operator's Room design will be incorporated into the current WWTP Improvement project.

This amendment includes design for the:

1) Repurposing of existing Filter Press Room in the Operations Building for:

- An Operator's Room with adjacent bathroom
- Operator's Lab
- A Training Room

2) Demo of the existing wastewater lab space, without demo of the newer water lab space, on the upper floor of the Operations Building and re-finishing for office space. This will be incorporated into the contract documents and listed as a contingent bid item.

3) A Request for Proposal (RFP) for the City to hire a contractor to demo the equipment in the areas described below. The demo work would be completed prior to and by a separate contractor from the design improvements.

A. Scope of Services

TASK NO. 1 – ADDITIONAL DESIGN SERVICES – 60%

Add to the WWTP Improvements design the creation of an Operator's Room, Training Room, and Operator's Lab. The janitor's closet adjacent to the Filter Press Room is to be converted to a bathroom, conversion of Operator's Lab to janitors closet, in the old Filter Press Room, including:

- Structural closure of the holes to provide a suitable flooring surface
- Demo of the equipment pads and trench drains
- Finishing of the room with drywall, electrical, HVAC
- No furniture or Operator's workstation with multiple screens for monitoring of plant SCADA and gate CCTV

The wastewater lab will also be demolished and design provided for re-finishing of the space for office use. No furniture will be provided. Design will include new ceiling, floor and wall surfaces as well as HVAC, building mechanical and electrical.

TASK NO. 2 – ADDITIONAL DESIGN SERVICES – 90%

The design described in Task 1 will be advanced and included in the 90% design submittal. No additional workshop is expected.

Deliverables:

No additional deliverables are anticipated, layout the additional design will be included in the 60% deliverable and subsequent 90% and IFC submissions.

Task No. 1 and 2 work is anticipated to add 2 electrical sheets and 3 architectural sheets. Additional other sheets may need to added to the final design and are included in this level of effort.

TASK NO. 3 DEVELOP DEMO RFP

Create a separate request for proposal (RFP) document for City procurement covering the demo of the equipment including:

- All existing non-operational equipment in the Filter Press Room
- Detail on where existing conduits should be terminated

- *Equipment as specified (to be confirmed by the Operator's next week)*

The RFP will include drawings and photos of the demolition and are anticipated to be 6 sheets.

Task No. 3 Meetings:

- A one-hour meeting will be held with Operations staff to identify any additional areas or equipment for demolition.
- A site visit to document existing conditions of equipment or areas to be demolished. Visit anticipated to be 1.5 hours.
- A one-hour meeting will be held to review the draft RFP and discuss the City's comments
- A one-hour bidder conference walkthrough of areas for demolition.

Task No. 3 Deliverables

- Draft RFP document with figures
- Final RFP with figures

TASK NO. #4 – PROJECT MANAGEMENT

The ENGINEER will perform management and administrative duties associated with the project, including project set-up, resource management, progress monitoring, scheduling, trend/change management, general correspondence, project administration, and invoicing.

1. Project Schedule. The schedule for this work will be managed within the overall project schedule. Schedule progress will be tracked and updated monthly.
2. Project Controls. The ENGINEER is responsible for financial and schedule management of the preliminary engineering task. Invoices will be submitted to the OWNER monthly and will include a progress schedule update and progress report. The Project Manager will track the progress of the work and adjust as necessary to keep the task on budget and on schedule to the extent that ENGINEER can control them.
3. Quality Control. Monitor work product quality and coordinate review of

deliverables by an appropriate QC review team. Each deliverable submission will be certified by the Project Manager that it has been fully checked for quality. The ENGINEER will use a standard continuous quality control process. The Quality Management Plan (QMP) will define the quality control process as customized for this project.

4. Project Execution Plan. The ENGINEER will develop a complete Project Execution Plan (PEP) for the design project. The PEP will include schedule and budget controls, communications plan, QA/QC Plan and other Project Controls.

B. Compensation

The Engineer agrees that the total payment of all City approved tasks described under this Scope of Services shall not exceed $240,000. See 2025 Billing Rates in Appendix A and Amendment Fee Sheet in Appendix B.

This is a time and materials task order based on the rates provided in Agreement Exhibit B. Level of effort for this project is included in Agreement Exhibit C. Materials necessary to complete a request will be reimbursed at cost with a valid receipt.

C. Schedule

It is anticipated that the project will be completed by December 2025.

Assumptions

- The Owner will provide the necessary documentation and background information for all task requests. The Owner will response to data requests and provide input as needed during the execution of individual tasks in a timely manner.
- Furniture will not be specified in the contract documents and is to be provided by Owner.
- Operator's workstation and monitors will be re-used.
- The purpose of the interim documents and fixing certain features shall be to communicate the design progress and avoid later revisions that would impact design efficiency and project cost and schedule.
- The floor plan in attachment X depicts the agreed layout. Significant revisions of this floor plan can be provided as additional services.

- The additional improvements will increase the construction cost and the demolition of the Wastewater lab is the only item being added to the design that will be a contingent bid item. Removal of any components from the contract design can be provided as additional services.
- Surveying completed during the preliminary engineering phase is sufficient for design completion.
- Environmental and Wetland delineation is excluded.
- No additional Hazardous Materials testing will be required.
- Envision framework is excluded.
- Scope of improvements at design phase is expected to total $20,000,000 with an additional $5,000,000 of optional improvements based upon the Class 3 or 2 opinion of probable construction cost that will be provided during this project. Addition of Operators Room may increase the construction cost.
- The source of the $20,000,000 of funding for construction has been based upon a $17,000,000 WQSRF loan and $3,000,000 loan forgiveness. Design of additional improvements beyond the expected construction cost of $25,000,000 can be provided in a separate scope and fee.
- BV 2D CAD standards and border to be utilized for existing structures and BIM360 will be utilized for new structures.
- Drawings will be created from as-built PDF drawings, no re-drawing of sheets in CAD nor editing or erasing parts of the PDF or JPG is included.
- Demolition plans will be created by notations on PDFs of record drawings or markups of photos, JPG files, backgrounds.
- Permit fees are by OWNER and are not included in this Scope of Services.
- Provision of hard copy design deliverables can be provided for an additional cost.
- Distribution and printing of the bid documents is excluded. Bidder's list is excluded.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the Parties for the Services specified herein.

IN WITNESS WHEREOF, the Parties have executed this Request for Services, intending to be legally bound.

CITY OF HAGERSTOWN, MD	**BLACK & VEATCH CORPORATION**
By: _____	By: _____
Printed Name: Nancy Hausrath	Printed Name: Kent A. Lackey, PE
Title: Director of Utilities	Title: Senior Vice President
Date: _____	Date: _____

Appendix A – 2025 Bill Rate

APPENDIX A

CONFIDENTIAL [Note 2]
Black & Veatch

Billing Rates and Expense Schedule
for
Hagerstown, City of

Calendar Year 2025

HOURLY BILLING RATES (see Client Billings and Notes)	
Title/Description/Hourly Billing Rate ($USD)	
Principal	$425.00
Sr. Engineering Manager	$385.00
Sr. Technical Specialist	$355.00
Client Director	$320.00
Process/Technical Specialist	$305.00
Project Manager	$260.00
Engineering Manager	$245.00
Estimating	$235.00
Sr. Project Engineer	$220.00
Project Engineer	$210.00
Senior Engineer	$200.00
Engineer III	$195.00
Engineer II	$190.00
Engineer I	$185.00
Technician II	$160.00
Project Asisstant	$155.00
Clerical	$150.00
Technician I	$145.00
Project Controls	$140.00
Staff Engineer	$100.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
3. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

Appendix B – Amendment Fee Sheet

		Staffing Summary																	Hours	Labor	Subcontracts	Travel Expenses	Field/Misc Expenses	Project Total
	Client Position	Project Manager	Engineering Manager	Engineering Manager	Sr. Project Engineer	Senior Engineer	Senior Engineer	Engineer III	Project Engineer	Technician I	Technician I	Technician I	Technician I	Technician I	Engineer I	Estimating	Clerical	Project Controls	Client Director						
	Discipline	PM&S - Project Management	EDS - Design/Engineering Management	EDS - Design/Engineering Management	EDS - Structural/Architectural	EDS - Structural/Architectural	EDS - Mechanical	EDS - Mechanical	EDS - Electrical	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Virtual Design & Data Solutions	EDS - Structural/Architectural	PM&S - Estimating	PM&S - Project Admin Support	PM&S - Project Accounting	PM&S - Project Management						
	Sub-Discipline	PM - PM	EM/DM - Water/Wastewater	EM/DM - Water/Wastewater	Struct/Arch - Structural	Struct/Arch - Structural	Mech - Buildings - HVAC	Mech - Buildings - HVAC	Elec - Low/Medium Voltage	VDDS - Design Coord	VDDS - Civil Connect	VDDS - Architectural	VDDS - Structural	VDDS - Electrical	Struct/Arch - Arch	Estim - General	Admin - Gen	Accounting - General	PM - PD/CD						
	Additional Information																								
	HOURS\COST TOTALS IN USD $:	40	78	100	92	90	48	365	36	72	36	63	44	72	44	13	18	9	4	1,224		$ -			
	BILLING RATE IN USD $\MARKUP:	$ 260.00	$ 245.00	$ 245.00	$ 220.00	$ 200.00	$ 200.00	$ 195.00	$ 210.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 145.00	$ 185.00	$ 235.00	$ 150.00	$ 140.00	$ 320.00						
	CONTRACT TOTALS IN USD $:	$ 10,400	$ 19,110	$ 24,500	$ 20,240	$ 18,000	$ 9,600	$ 71,175	$ 7,560	$ 10,440	$ 5,220	$ 9,135	$ 6,380	$ 10,440	$ 8,140	$ 3,055	$ 2,700	$ 1,260	$ 1,280		$ 238,635	$ -	$ 1,365	$ -	$ 240,000
Task	**Description**																								
Task 1	**Task 1 - 60% Design Filter Press Room and Wastewater lab conversion**																								
	Task 1 Subtotals	12	28	28	27	45	22	205	16	36	36	36	22	36	28					577	$ 108,765				$ 108,765
Task 2	**Task 2 - 90% DESIGN and FINAL Filter PRESS ROOM AND WW LAB CONVERSION**																								
	Task 2 Subtotals	12	28	28	27	45	22	156	16	36		27	22	36	12					467	$ 89,725				$ 89,725
Task 3	**Task 3 - DEVELOP DEMO RFP**																								
	Task 3 Subtotals	4	12	34	38		4	4	4						4	13	18			135	$ 29,585				$ 29,585
Task 4	**Task 4 - PROJECT MANAGEMENT**																								
	Task 4 Subtotals	12	10	10														9	4	45	$ 10,560		$ 1,365		$ 11,925

Purchase Order	Total Ordered	Total Liquidated	Total Balance	Name	Status	Description	Org	Object	Project
20241088	897,000.00	824,700.90	63,983.75	BLACK & VEATCH CORPORATION	9 - Carry Fwd	WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT STUDY	5485001	5830	C0584
20251012	2,200,825.00	325,869.00	1,874,956.00	BLACK & VEATCH CORPORATION	8 - Printed	WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT	5485001	5830	C0584
20260085	11,714.29	0.00	11,714.29	EWT HOLDINGS III CORP	8 - Printed	REPLACE DAFT PRESSURE REGULATING VLAVE @ WWTP	5485001	5830	C0584

TOTAL ENCUMBRANCES	1,950,654.04
FY26 BUDGET	11,950,000.00
5485001-5830-C0584ACCOUNT BALANCE	9,999,345.96

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Preventive Maintenance Contract for Cummings ENR Generator, Cummins (Westminster, MD) - $ 13,006.22

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_CUMMINS_ENR_GENERATOR_08262025.pdf	CONSENT CUMMINS 3YR CONTRACT
Cummins_Contract_Renewal.pdf	QUOTE CONTRACT RENEWAL
BUDGET_TRANSFER_REQUEST.pdf	BUDGET TRANSFER REQUEST
Wastewater_-_Preventive_Maintenance_Contract_for_ENR_Generator.pdf	Signed Consent Form

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Sales and Service

WESTMINSTER MD TWIG
698 CORPORATE CENTER CT
SUITE E,F
WESTMINSTER, MD 21157
Phone: -

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
CITY OF HAGERSTOWN WWTP	Contact:	Robbie Eyler	Quote Date:	16-JUL-25
1 CLEAN WATER CIR	Phone:	301 739-8577	Quote Expires:	14-OCT-25
Hagerstown, MD 21740	Fax:	301 7338955	Quote Num:	254057
	Cust Id:	192251	Quoted By:	Kathleen A Pugliese
			Quote Term:	3 Year(s)

Site Information

1 CITY OF HAGERSTOWN WWTP 1 CLEAN WATER CIR HAGERSTOWN MD 21740

Site	Unit Number	Manufacturer	Model	Prod Model	Serial Number	Type
1	I090032629	ONAN	750.0DQFAA	750.0DQFAA	I090032629	ST

Site	Unit Number	Service Event	Qty	Sell Price	Extended Price
1	I090032629	FULL SERVICE	2	2,972.06	5,944.12
		FULL SERVICE W/AIR FILTER	1	3,372.10	3,372.10
		INSPECTION	3	1,230.00	3,690.00

3 Year Generator Planned Equipment Maintenance Quote

This quote reflects services completed during regular business hours unless otherwise noted.
Additional repairs will not be performed without customer's authorization. Either party has the right to terminate this Agreement upon thirty (30) days written notice prior to service.

Service/Scheduled Month
Based on previous PM schedule, services are tentatively scheduled for:

INSPECTION - January 2026/2027/2028
FULL SERVICE W/AIR FILTER - July 2026 incluing oil and coolant sampling
FULL SERVICE - July 2027 & 2028 including oil and coolant sampling

For any questions regarding this proposal and to continue your services without interruption, please sign the agreement and return to:

Kathy Pugliese
Kathleen.pugliese@cummins.com
267-552-6852

Payment Information:

Customers with a line of credit will be invoiced after the completion of service event unless requested otherwise.
Customers without a line of credit, including residential customers, will have payment secured prior to services being performed.

Please provide PO#s (if applicable) and include your updated contact information.

Sales and Service

PLANNED MAINTENANCE AGREEMENT

Customer Address	Customer Contact		Quote Information	
CITY OF HAGERSTOWN WWTP	Contact:	Robbie Eyler	Quote Date:	16-JUL-25
1 CLEAN WATER CIR	Phone:	301 739-8577	Quote Expires:	14-OCT-25
Hagerstown, MD 21740	Fax:	301 7338955	Quote Num:	254057
	Cust Id:	192251	Quoted By:	Kathleen A Pugliese
			Quote Term:	3 Year(s)

PO#: _____ Amount: _____

Name, phone & email to receive invoices _____

Name, phone & email to receive statements _____

Name, phone & email to receive billing inquiries _____

Purchase order must be made out to Cummins Inc. or Cummins Sales & Service

For any questions regarding your account or additional sales opportunities:

Richard Boyer
richard.p.boyer@cummins.com
717-756-6100

Standard Agreement Amount	**$13,006.22**
Proposal Total	**$13,006.22**

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITY, WHICH ARE EXPRESSLY INCORPORATED HEREIN. CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD, AND ACCEPTED.

Customer Approval

Signature: Robbie Eyler

Date: 7/24/25

CUMMINS INC

Signature: _____

Date: _____

PLANNED MAINTENANCE AGREEMENT TERMS AND CONDITIONS

These planned maintenance agreement terms and conditions ('Terms and Conditions'), together with the quote on the front side ('Quote') and the scope of services, are hereinafter collectively referred to as this 'Agreement' and shall constitute the entire agreement between the customer identified in the Quote ('Customer') and Cummins Inc. ('Cummins') and supersede any previous agreement or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of or serves to explain or interpret this Agreement. Electronic transactions between Customer and Cummins will be solely governed by this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall perform the maintenance ('Services') on the equipment identified in the Quote ('Equipment') in accordance with the schedule specified in the Quote. The Services include those services defined in the 'Service Event' section of the Quote. No additional services or materials are included in this Agreement unless agreed upon by the parties in writing. Unless otherwise indicated in the Quote, Cummins will provide the labor and tools necessary to perform the Services and shall keep Customer's property free from accumulation of waste materials caused by Cummins' operations. Either party may terminate this Agreement with or without cause by providing thirty (30) days' written notice to the other. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ('Quote Validation Period'). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. Customer shall provide Cummins safe access to Customer's site and arrange for all related services and utilities necessary for Cummins to perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to facility occupants, customers, invitees, or any third party and or property damage or work interruption arising out of the Services. Customer shall make all necessary arrangement to address and mitigate the consequences of any electrical service interruption which might occur during the Services. CUSTOMER IS RESPONSIBLE FOR OPERATING AND MAINTAINING THE EQUIPMENT IN ACCORDANCE WITH THE OWNER?S MANUAL FOR THE EQUIPMENT.

3. PAYMENT TERMS. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Services. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Unless otherwise stated, the Quote excludes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer and shall be stated on the invoice. If Customer fails to make any payments, in whole or in part, to Cummins when due and payable, and such failure continues for more than thirty (30) calendar days, or less if required by applicable law, then Cummins may, at its sole discretion and without prejudice to any other rights or remedies, suspend its Services upon providing forty-eight (48) hours' written notice to Customer, in which case, the applicable schedule shall be extended for a period of time equal to the suspension period, plus a reasonable ramp up period, and all costs (including default interest) caused by such suspension shall be assumed by Customer.

4. DELAYS. Any performance dates indicated in this Agreement are estimated and not guaranteed. Cummins shall not be liable for any delays in performance however occasioned, including any that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, civil strife, riots, natural disasters, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery of parts by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment, or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

5. WARRANTY. Cummins shall perform the Services in a reasonable and workmanlike manner. Parts and components supplied under this Agreement are governed by the express written manufacturer's limited warranty. No other warranty for parts or components is provided under this Agreement. All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ('Warrantable Defect'), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section 5 shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor.

6. LIMITATIONS OF WARRANTIES AND LIABILITY. THE REMEDIES PROVIDED IN THE LIMITED WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.
NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, AND DAMAGES CAUSED BY DELAYS), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF PARTS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF PARTS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

7. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services supplied under this Agreement (collectively, the 'Claims'), where such Claims were caused or contributed to, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.
8. TERMINATION FOR DEFAULT. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any parts or services supplied under this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience in accordance with Section 1.

9. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.
10. GOVERNING LAW. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.
11. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.
12. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

13. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins? property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

14. MISCELLANEOUS. Cummins shall be an independent contractor with respect to the Services performed under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.
15. ON-CALL SERVICES. Upon Customer?s request, Cummins shall provide on-call services (repair, emergency work or other) on the Equipment ('On-call Services'). Any On-call Services shall be invoiced to the Customer at the Cummins current hour rate (including traveling) and shall be governed by the terms and conditions of this Agreement.

16. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date Services are performed ('Performance Date') due to economic and market conditions on the Performance Date. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and other unforeseen circumstances beyond Cummins' control.
17. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

ACCOUNT SUMMARY		BUDGET TRANSFER 08/26/2025 CUMMINS MAINT CONTRACT	
ACCOUNT		5471501-5374	5471501-5378
BUDGET		$ 500,000.00	$ 130,000.00
ACCT BALANCE		$ 500,000.00	$ 75,651.17
ENCUMBRANCES	FY25	$ (13,171.00)	$ (81,420.22)
	FY26	$ (7,345.75)	$ -
AVAILABLE		$ 479,483.25	$ (5,769.05)
BUDGET TRANSFER		$ (25,000.00)	$ 25,000.00
NEW ACCT BALANCE		$ 454,483.25	$ 19,230.95

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Cummins Generator Maintenance Contract

Account No: 5471501-5378 CIP Control No. _____

Budget Amount: $130,000.00 Account Balance: $ Ø Unbudgeted Amount: $ 13,006.22

Fiscal Year: FY26 Source of Funds: Wastewater Fund - Operating

Quantity	Description	Value
2	Full Service	$ 5,944.12
1	Full Service with Air Filter	$ 3,372.10
3	Inspection	$ 3,690.00
☆	Budget Transfer from 5471501-5374 $25,000 to 5471501-5378	
	(see attached summary budget summary report)	
	TOTAL VALUE OF PROJECT	$ $ 13,006.22

ABOVE TO BE USED FOR: Three year maintenance contract for the ENR Generator (2026, 2027, and 2028).

RECOMMENDED VENDOR:

Business Name: Cummins Inc.

Business Address: 500 Jackson Street

City/State/Zip: Columbus, IN 47201

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Budget. Please see note for Budget Transfer on page 1 of this form and attached summary.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.08.11 13:50:23-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.08.11 13:50:57-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve- need updated W9

8/18/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. Funding has been identified.

08/14/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Pressure Regulating Valve for DAFT - Heyward Incorporated of Virginia (Glen Allen, VA) - $ 11,864.29

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Pressure_Regulating_Valve.pdf	Signed Consent Form
CONSENT_EVOQUA_VALVE_08262025.pdf	CONSENT EVOQUA PRV
03210521_-_CITY_OF_HAGERSTOWN_WWTP.pdf	QUOTE
EMERGENCY_AUTHORIZATION_APPROVAL.pdf	EMERGENCY AUTHORIZATION

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: _____

Account No: 5485001-5830 CIP Control No. C0584

Budget Amount: $11,950,000 Account Balance: $~~9,759,345.96~~ 9,338,940 Unbudgeted Amount: $_____

Fiscal Year: FY26 Source of Funds: Wastewater (Consent ~~#2~~ #1)

Quantity	Description	Value
1	Pressure Regulating Valve	$ 11,714.29
	Freight	$ 150.00
	TOTAL VALUE OF PROJECT	$ $ 11,864.29

ABOVE TO BE USED FOR: Emergency authorization (see attached) to replace DAFT pressure reducing valve. PO 20260085

RECOMMENDED VENDOR: Business Name: Heyward Incorporated of Virginia, Inc.

Business Address: 10146 West Broad Street

City/State/Zip: Glen Allen, VA 23060

Bid/Proposal/Quote No.: In-kind Equipment Replacement Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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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	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 budget.

Nancy Hausrath Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 14:08:25-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.11 14:08:39-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

8/13/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - this replacement part was already ordered as emergency due leak issue; timing of delivery

8/14/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/15/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Evoqua Products and Services Proposal

Prepared For:

CITY OF HAGERSTOWN WWTP

HAGERSTOWN, MD 21740-6848

Quote #: 03210521

Transforming Water. Enriching Life.®

Proposal For: CITY OF HAGERSTOWN WWTP

James Sayers
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218247
james.sayers@xylem.com

Item Pricing Summary

Item	Part No Description	Qty	Net Price	Ext Price
1	W2T309624 VALVE-PRESS REGULATING,3.00"A536,GR 65-4	1 EA	$11,714.29	$11,714.29

Currency: USD

Quote Totals

Item(s) Subtotal:	$ 11,714.29
Freight:	$ 120.00
Total Net Price:	$ 11,834.29

Estimated Lead Time 14-18 Weeks ARO.

Please provide tax exempt certificate with purchase order.

Our Manufacturer Rep in your area is:

Representative:	Steve Childers
Company:	Heyward Incorporated of Virginia, Inc.
List Address:	10146 West Broad Street Glen Allen, VA, 23060
Phone:	(804) 543-5971
Email:	schilders@heywardincorporated.com

Material Escalation

Due to volatility in steel costs, prices quoted in this proposal will be adjusted to reflect changes in the Metal and Metal Products Index (MMPI) published by the U.S. Department of Labor, Bureau of Labor Statistics. The most recent published MMPI is 310.045 for June 2024. If the MMPI exceeds 319.346 at the time the Equipment is released for manufacture, then the price will be increased by the same percentage as the MMPI exceeds 319.346.

Further Evoqua's price does not account for increased costs, delays and inefficiencies associated with current regulations and guidelines concerning COVID-19. Should these, or any additional, restrictions be implemented by any governing body, the CDC, or the customer or user of the Equipment to address COVID-19, Evoqua reserves the right to request a change order to the extent its costs or time for performance are increased by additional restrictions.

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@evoqua.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@evoqua.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 08/09/25
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- NOTE: You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to james.sayers@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.

  You may also mail to:

  Evoqua Water Technologies
  N19W23993 Ridgeview Pkwy, Suite 200
  Waukesha, WI 53188

  Payment SHOULD NOT be sent to this above address.

1. Agreement, Integration and Conflict of Terms. "Proposal" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "Seller" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "Buyer" means the entity that is party to the Agreement with Seller. "Agreement" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration. Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer' acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("Payment Due Date"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay. Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse Seller for the additional cost of its performance resulting from inaccurate or lack of delivery

instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"Related Party Buyers" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer period is specified in the product documentation (the "Warranty"). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such

applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS, OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an
amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or

shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "Confidential Information") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start- up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact which such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Export Regulation. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data

privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("Customer Data") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("Change Order"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by:_____
Signature

Nancy Hausrath

From: Michelle Hepburn
Sent: Monday, July 14, 2025 8:46 AM
To: Nancy Hausrath; Scott Nicewarner
Cc: Tyler Puffenberger; Donna Spickler
Subject: RE: EMERGENCY AUTHORIZATION: City of Hagerstown WWTP - EVOQUA QUOTE

I am good with ordering now and subsequent August M&C 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: Nancy Hausrath <nhausrath@hagerstownmd.org>
Sent: Saturday, July 12, 2025 11:01 AM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Tyler Puffenberger <TPuffenberger@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>
Subject: Re: EMERGENCY AUTHORIZATION: City of Hagerstown WWTP - EVOQUA QUOTE

Thank you Scott.

Get Outlook for iOS

From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Friday, July 11, 2025 6:56:47 PM
To: Nancy Hausrath <nhausrath@hagerstownmd.org>; Michelle Hepburn <MHepburn@hagerstownmd.org>
Cc: Tyler Puffenberger <TPuffenberger@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>
Subject: Re: EMERGENCY AUTHORIZATION: City of Hagerstown WWTP - EVOQUA QUOTE

All good

Scott A. Nicewarner
City Administrator

City of Hagerstown, MD
301-739-8577 x 114

From: Nancy Hausrath <nhausrath@hagerstownmd.org>
Sent: Friday, July 11, 2025 3:18:10 PM
To: Michelle Hepburn <MHepburn@hagerstownmd.org>; Scott Nicewarner <SNicewarner@hagerstownmd.org>
Cc: Tyler Puffenberger <TPuffenberger@hagerstownmd.org>; Donna Spickler <DSpickler@hagerstownmd.org>
Subject: EMERGENCY AUTHORIZATION: City of Hagerstown WWTP - EVOQUA QUOTE

Scott and Michelle - please see attached quote. This is a quote to replace a pressure regulating valve for the Dissolved Air Flotation Tank (DAFT). This purchase is sole source through Heyward which is the distributor for Evoqua. Our valve that is currently in operation is leaking and we currently do not have a spare. We are not sure how long the current valve will continue to function. This valve is essential to properly operate the DAFT.

Given the lead time of a minimum 14-weeks, I am requesting emergency authorization to purchase one valve now and add this purchase to the August mayor and City Council Agenda.

Thank you,
Nancy

Nancy Hausrath
Utilities Department
Phone: 301-739-8577, Ext. 677
Email:NHausrath@Hagerstownmd.org
1 Clean Water Circle
Hagerstown, MD 21740
www.hagerstownmd.org

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Biological Nutrient Removal (BNR) Mixers, Hills Industrial (Linkwood, MD) - $ 29,587.06

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_BNR_Mixers.pdf	Signed Consent Form
CONSENT_HILLS_INDUSTRIAL_BNR_MIXERS_08262025.pdf	CONSENT HILLS FLYGT MIXERS
Mixer_Repair_Quote.pdf	QUOTE
Hill_s_Industrial_Sole_Source_Letter.pdf	SOLE SOURCE SPECIALIZED WORK

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: August 26, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): _____

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater ~ Biological Nutrient Removal (BNR) Mixers

Account No: 5471501-5374 CIP Control No. _____

Budget Amount: $500,000.00 Account Balance: $~~489,187.62~~ 485016 Unbudgeted Amount: $0.00

Fiscal Year: FY26 Source of Funds: Wastewater

Quantity	Description	Value
1	Repair Flygt Mixer 9880010	$ 10,028.83
1	Repair Flygt Mixer 9880002	$ 10,142.59
1	Repair Flygt Mixer 2240146	$ 9,415.64
	TOTAL VALUE OF PROJECT	$ $ 29,587.06

ABOVE TO BE USED FOR: Rebuild existing BNR Flygt mixers.

RECOMMENDED VENDOR: Business Name: Hills Industrial

Business Address: 3901 Vincent Road

City/State/Zip: Linkwood, MD 21835

Bid/Proposal/Quote No.: See Attached Justification Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Wastewater Operating Budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.08 12:11:01-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.08.08 12:11:18-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approval

8/14/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

8/14/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

8/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Hill's INDUSTRIAL
3901 VINCENT ROAD LINKWOOD, MD 21835

Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Sales Quote

Quote No:	0107881
Date:	07/24/25
Page:	1 of 1

Sold To:	Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577

Quote Number	Quote Date	Sales Code	Expire Date	Ship Via	Terms
0107881	07/23/25	013	09/30/25	BEST WAY	NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	

QTY	Item Number	Description/Notes	Unit Price	Extended
1.0	73019	REPAIRS, FLYGT MIXER SER# 9880010	10,028.83	10,028.83
1.0	73020	REPAIRS, FLYGT MIXER SER# 9880002	10,142.59	10,142.59
1.0	73021	REPAIRS, FLYGT MIXER SER# 2240146	9,415.64	9,415.64
		THERE WILL BE A 3% SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS		

Sub Total:	29587.06
Discount:	0.00
Sales Tax:	0.00
Freight:	0.00
Total:	29587.06

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Quoted By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Job Estimate

Hill's Industrial
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job No:	073019
Date:	7/31/2025
Page:	1 of 2

Sold To:	**Ship To:**
Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073019	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93696

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data:		
		Horsepower:4, RPM/Frame:855, Mfg:FLYGT,		
		Model:4640.410-1806, Serial:9880010,		
		Voltage:460V		
		Special Instructions:		
		REACTOR MIXER		
1.0	RM5 09	5HP 900 REWIND MATERIALS	302.42	302.42
1.0	MPSL11-130	OVERLOADS	81.84	81.84
1.0	TARIFF	TARIFF/FREIGHT	250.00	250.00
1.0	6656801	REPAIR KIT	2,678.75	2,678.75
1.0	5188902	FLS LEAK DETECTOR	480.00	480.00
30.0	942102	POWER CABLE	21.92	657.50
1.0	845120	SCREW	5.00	5.00
1.0	5894400	NUT UNIT	166.25	166.25
1.0	826190	RETAINING RING	2.50	2.50
2.0	5693800	WASHER	21.25	42.50
1.0	5691500	PROP PLUG	155.00	155.00
1.0	5955300	TERMINAL BOARD	291.25	291.25
3.0	MPCSW21	CHEVRON SUPERLA WHITE OIL(FOOD GRADE)	11.73	35.19
0.8	W-OIL	OIL DISPOSAL FEE, PER GALLON	4.17	3.13
1.0	MACH.1	MATERIAL TO REPAIR PROPELLER	50.00	50.00
1.0	MPSP1	SHOP SUPPLIES	15.00	15.00
		MACHINE SHOP LABOR		750.00
		INSPECTION LABOR		562.50
		REWIND LABOR		1,500.00
		SHOP LABOR, ASSEMBLE AND TEST		2,000.00

Est. Total:	Continued...

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Job Estimate

Hill's INDUSTRIAL
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job No:	073019
Date:	7/31/2025
Page:	2 of 2

Sold To:	**Ship To:**
Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073019	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93696

QTY	Item Number	Description/Notes	Unit Price	Extended
		4-5 WEEKS DELIVERY FOR PARTS		
		New Unit Replacement Price	24,428.40	
		******* Repair SAVINGS *******	14399.57	
		THERE WILL BE A 3% SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS		

Est. Total:	10028.83

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Hill's INDUSTRIAL
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job Estimate

Job No:	073020
Date:	7/31/2025
Page:	1 of 2

Sold To:	Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073020	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93697

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data:		
		Horsepower:4, RPM/Frame:855, Mfg:FLYGT,		
		Info::MIXER, Model:4640.410-1806,		
		Serial:9880002, Voltage:460V		
		Special Instructions:		
		REACTOR MIXER		
1.0	RM5 09	5HP 900 REWIND MATERIALS	302.42	302.42
1.0	MPSL11-130	OVERLOADS	81.84	81.84
1.0	TARIFF	TARIFF/FREIGHT	250.00	250.00
1.0	6656801	REPAIR KIT	2,678.75	2,678.75
1.0	5691000	OIL HOUSING	332.50	332.50
30.0	942102	POWER CABLE	21.92	657.50
1.0	5955300	TERMINAL BOARD	291.25	291.25
1.0	5691400	COVER	15.00	15.00
1.0	6530900	PROTECTIVE RING	125.00	125.00
1.0	5188902	FLS LEAK DETECTOR	480.00	480.00
3.0	MPCSW21	CHEVRON SUPERLA WHITE OIL(FOOD GRADE)	11.73	35.19
0.8	W-OIL	OIL DISPOSAL FEE, PER GALLON	4.19	3.14
1.0	MACH.1	MACHINE SHOP MATERIAL	62.50	62.50
1.0	MPSP1	SHOP SUPPLIES	15.00	15.00
		MACHINE SHOP LABOR		750.00
		INSPECTION LABOR		562.50
		REWIND LABOR		1,500.00
		LABOR TO REWIND / REPAIR / ASSEMBLE AND		2,000.00
		TEST		

Est. Total:	Continued...

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Job Estimate

Hill's INDUSTRIAL
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job No:	073020
Date:	7/31/2025
Page:	2 of 2

Sold To:	Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073020	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93697

QTY	Item Number	Description/Notes	Unit Price	Extended
		3-4 WEEKS DELIVERY FOR PARTS		
		New Unit Replacement Price	24,428.40	
		******* Repair SAVINGS *******	14285.81	
		THERE WILL BE A 3% SURCHARGE FOR ALL CREDIT CARD TRANSACTIONS		

Repair estimate valid for 30 calendar days from the above date.

Est. Total:	10142.59

Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Job Estimate

Hill's INDUSTRIAL
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job No:	073021
Date:	7/31/2025
Page:	1 of 2

Sold To:	Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000
Ship To:	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740 Phone: 301-739-8577

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073021	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93698

QTY	Item Number	Description/Notes	Unit Price	Extended
		Nameplate Data:		
		Horsepower:4, RPM/Frame:855, Mfg:FLYGT,		
		Info::MIXER, Model:4640.412-0129,		
		Serial:4640.412-2240146, Voltage:460V		
		Special Instructions:		
		REACTOR MIXER		
2.0	RI5	WASH / BAKE / INSULATE	12.00	24.00
1.0	TARIFF	TARIFF/FREIGHT	250.00	250.00
1.0	8161800	BASIC REPAIR KIT	3,022.50	3,022.50
1.0	5188902	FLS LEAK DETECTOR	480.00	480.00
1.0	7241801	OIL HOUSING	1,161.45	1,161.45
1.0	826190	RETAINING RING	2.50	2.50
1.0	830304	SCREW	8.75	8.75
1.0	5693800	WASHER	21.25	21.25
35.0	942059	FLYGT CABLE	38.07	1,332.50
3.0	MPCSW21	CHEVRON SUPERLA WHITE OIL(FOOD GRADE)	11.73	35.19
1.0	MPSP1	SHOP SUPPLIES	15.00	15.00
		INSPECTION LABOR		562.50
		MACHINE SHOP LABOR		500.00
		SHOP LABOR		2,000.00
		1-3 WEEK DELIVERY FOR PARTS		
		New Unit Replacement Price	19,059.60	
		******* Repair SAVINGS *******	9643.96	

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Est. Total:	Continued...

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Job Estimate

Hill's Industrial
3901 VINCENT ROAD LINKWOOD, MD 21835
Phone: (410)-228-4447 / Fax: (410)-228-2517
Email: sales@hillsindustrial.com

Job No:	073021
Date:	7/31/2025
Page:	2 of 2

Sold To:	Customer Number: 002633 **CITY OF HAGERSTOWN** 1 E FRANLKIN ST. HAGERSTOWN, MD 21740 Phone: 301-739-8577 Fax: 000-000-0000	**Ship To:**	Ship To Number: 000001 **CITY OF HAGERSTOWN** WASTEWATER DIVISION 1 CLEAN WATER CIRCLE HAGERSTOWN, MD 21740

Job Number	Estimate Date	Sales Code	Job Type	Ship Via	Terms
073021	06/25/25	013	AC Three Phase		NET 30 DAYS
Purchase Order:		**PO Release:**		**Misc Number:**	93698

QTY	Item Number	Description/Notes	Unit Price	Extended
		THERE WILL BE A 3% SURCHARGE FOR ALL		
		CREDIT CARD TRANSACTIONS		

Est. Total:	9415.64

Repair estimate valid for 30 calendar days from the above date.
Total is plus sales tax if applicable. Based Upon Our Standard Terms And Conditions.

Hill's Industrial is not responsible for any price increase/escalation as a result of any and all market conditions including tariffs.

Estimated By: _____ **Date:** _____

Based on our Terms and Conditions.

Customer Copy

Motors • Pumps • Controls • Power Transmission
IND.
410-228-4447
3901 Vincent Road - Linkwood, MD 21835

July 24, 2025

Re: Sole Source Justification

Attn: Robbie Eyler

Mr. Eyler,

Hill's Industrial seeks approval from the City of Hagerstown to become a preferred service/repair provider for electric motors, pumps, mixers and other related equipment. From a "sole source" perspective, there are several things that make us uniquely qualified.

- Samatic Automatic Coil Winder
  **Only service shop in Maryland/DC area to have this equipment and technology on hand which allows our rewinds to have the most precise and efficient coils in the industry. (see letter from Samatic)

- ADX Winding Analyzer
  **Only service shop in region to have this advanced winding analyzer which includes detection for partial discharge events. Reporting is available for each test and machine is portable too. (see letter from Megger)

- MTR-105 Hand Held Winding Analyzers

**Only service shop in region to have all field service technicians outfitted with advanced testing capabilities to identify winding faults. (see letter from Megger)

- Seal Fail Test Panel
  **Only service with a PLC driven test panel that allows for testing to verify seal fail circuits for submersible pumps and mixers. This allows for better quality control and predictable reliable repairs.

- Weg Electric Authorized Service Partner
  **Only service shop in Maryland/DC are to have gone through the audit process to be approved as a "service partner" for Weg Electric. (see attached letter)

- Lathe Mounted Welding System
  **Only service shop in region to have a rotating welding process to allow for more accurate welds on shafts with less chance of warping.

- Process and activity driven shop software
  **Only service shop in region that utilizes a cloud based process driven software platform. This platform includes a time tracker function to insure jobs are flowing through the process in the most efficient and orderly manner. In addition, jobs are coded with levels of urgency to better organize each job's timeline. Management reviews each job prior to disassembly and makes recommendations and notes for the shop floor technicians. The technicians step through each job with detailed electronic work orders and photo documentation. (we can demonstrate this for your team as needed)

The following is a list of important shop features, services, and equipment:

- Vacuum Pressure Impregnation System
- 8 ft Environmentally Safe Burn Out Oven with Chart Recorder

- Core Loss Testing with Reporting
- Medium Voltage Test Set
- (5) Megger brand Winding Analyzers Including (1) ADX
- 10 ton Overhead Lifting
- Level 3 ISO Certified Vibration Technician
- Electrical Engineer on staff
- (2) Certified Controls Technicians (ABB & WEG Approved)
- UL Certified for Hazardous Location Motor Repairs
- UL508A Panel Shop
- Laser Alignment with reporting
- Infrared Testing
- VFD Driven Test Set

In closing, when you combine the list of sole source items with the list of features, services, and equipment, Hill's inherently can be recognized as a sole source for the City of Hagerstown. We are the only shop in the region to have such a complete offering that is time, information, and reliability driven.

Best Regards,

Mark Hill

Vice President

JENLOR LIMITED

MANUFACTURES OF : **SAMATIC** – INTELLIGENT WINDING MACHINES, **SWIM** – REWINDING SOFTWARE, **SAMATIC** – DIGITAL MOTOR TESTERS

Dec 17, 2024

To whom it may concern:

SAMATIC -intelligent Winding Machines are the world leaders in automatic coil winding . There are now over 3,000 machines in shops in 80+ countries. The latest and most advanced are Models X780 (2780 to 5780).

Hill's Industrial in Maryland is a unique operation. It is now using 2 of our SAMATIC Automatic winding machines. The latest purchase of the largest SAMATIC Model 4780, enables them to expand and cover a vast range of motor sizes, like no other shop in the State of Maryland.

The uniqueness of the computerized SAMATIC is the ability to automatically wind perfectly layered coils, so the voltage distribution in the repaired motor is always perfect .The coils are easily inserted into the slots, so major time is saved in completing the repair cycle. The repaired motor is always of the highest quality and reliability compared to any other winding methods.

Many of the major motor manufacturers such as ABB, NIDEC,TECO-Westinghouse etc are using the SAMATIC in their production , so in Hill's Industrial, the process of repair is in fact perfectly duplicating the original design.

Sincerely

Ron Darby

Ron Darby
The SAMATIC team
Jenlor Ltd.

BREAKTHROUGH TECHNOLOGY THAT BUILDS YOUR PROSPERITY

P.O. BOX 495, 523 E. GENESEE St. FAYETTEVILLE, NEW YORK 13066 TEL: (315) 637-9080 FAX: (315) 637-9149
+1-800-SAMATIC , UK: +44-121-288-1508 , Internet Sites – http://www.jenlor-samatic.com , http://www.samatic.com

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: To Approve the Donation of Steam Locomotive 202 to Western Maryland Scenic Railroad (WMSR)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Approval_of_Resolution_Donate_202_to_WMd_Scenic_RR_8.26.25.pdf	MOTION: Approve Resolution 202

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: **APPROVAL OF A RESOLUTION: TO APPROVE THE DONATION OF STEAM LOCOMOTIVE NUMBER 202 TO WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT CORPORATION**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution for the donation of Steam Locomotive Number 202 to the Western Maryland Scenic Railroad Development Corporation (WMSR) for the purpose of restoring the locomotive for scenic tours.

The City shall convey the Locomotive to WMSR in "as-is" condition.

The donation set forth in the attached Donation Agreement is contingent upon WMSR's renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the effective date. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the Locomotive be returned to it.

Date of Introduction:	August 26, 2025
Date of Passage:	August 26, 2025
Effective Date:	August 26, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE DONATION OF STEAM LOCOMOTIVE NUMBER 202 TO WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT CORPORATION

RECITALS

WHEREAS, Western Maryland Scenic Railway Development Corporation ("WMSR") provides scenic railroad tours between the City of Cumberland and the City of Frostburg as part of its business. WMSR is dedicated to preserving the rich history of the Western Maryland Railway;

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation ("the City") owns a steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive) which is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the "Locomotive;"

WHEREAS, the City has offered to donate the Locomotive to WSMR, and WMSR has agreed to accept that donation subject to the terms and conditions of the attached Donation Agreement;

WHEREAS, after the donation of the Locomotive, WMSR intends to repair and restore it so it will be suitable for use for scenic railroad tours;

WHEREAS, the City shall convey the Locomotive to the WMSR in "AS IS" condition;

WHEREAS, prior to acceptance of the Locomotive, WMSR shall have the right to conduct a comprehensive assessment of its condition. The assessment shall be concluded on or before sixty (60) days from the Effective Date, and WMSR shall promptly provide the City with its findings;

WHEREAS, WMSR shall provide for the transportation of the Locomotive from the City's property. WMSR shall be responsible for all insurances, permits and other requirements of the transportation, and shall indemnify and hold the City harmless for all claims arising out of transportation of the Locomotive from its present location;

WHEREAS, the donation set forth in the attached Donation Agreement is contingent upon WMSR's renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the Effective Date. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the Locomotive be returned to it;

WHEREAS, as security for the cost of WMSR's possible return of the Locomotive to the City, it shall establish a separate holding account in an FDIC insured financial institution, and shall deposit the sum of $10,000 each year until the restoration is complete;

WHEREAS, in recognition of the City's collaboration and support for the donation of the Locomotive, WMSR shall provide residents of the City of Hagerstown a with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity, with some exclusions;

WHEREAS, WMSR shall create an annual event to draw Hagerstown residents and show them the progress of the Locomotive's restoration program and eventual operation; and

WHEREAS the Mayor and Council believe the donation of the Locomotive to be in the best interest of the citizens of the City of Hagerstown and in the best interests of the Locomotive itself.

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

1. That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the donation of Steam Locomotive Number 202 to the Western Maryland Scenic Railroad Development Corporation be and is hereby approved.

3. That the Mayor be and is hereby authorized to execute and deliver the Donation Agreement for Locomotive Number 202, a copy of which is attached hereto and incorporated herein by reference.

4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid Donation Agreement.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler,
City Clerk

_____
William B. McIntire, Mayor

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

DONATION AGREEMENT

THIS DONATION AGREEMENT ("Agreement"), is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

RECITALS

WHEREAS, WMSR provides scenic railroad tours between the City of Cumberland and the City of Frostburg as part of its business; WMSR is dedicated to preserving the rich history of the Western Maryland Railway

WHEREAS, the City owns a steam locomotive (1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, .) that is commonly known as Steam Locomotive Number 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively hereinafter as the "Locomotive".

WHEREAS, the City has offered to donate the Locomotive to WSMR and WMSR has agreed to accept that donation subject to the terms and conditions of this Agreement; and

WHEREAS, the parties deem the entry into this Agreement to be in their respective best interests.

WITNESSETH:

NOW THEREFORE, in consideration of the sum of $1.00, in hand paid, the receipt of which is hereby acknowledged, and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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

2. **Donation.** Subject to the terms and conditions set forth herein, the City agrees to donate the Locomotive to WMSR, and WMSR has agreed to accept that donation.

3. **Purpose of Donation.** WMSR intends to repair and restore the Locomotive so it will be suitable for use for scenic railroad tours.

4. **Condition.** The City shall convey the Locomotive to the WMSR in "AS IS" condition and without any representations or warranties other than those expressly set forth herein.

5. **Contingencies.** The donation of the Locomotive shall be subject to the following contingencies:

5.1. **Title.** To the best of its knowledge, the City knows of no other entity having claim to title to the Locomotive The City knows of no liens and encumbrances to the Locomotive.

5.2. **Other Agreements.** To the best of its knowledge, the City knows of no current agreements, recorded or unrecorded, that pertain to the Locomotive, directly or indirectly.

5.3. **Condition of Locomotive.** The Locomotive shall be delivered to the WMSR free of all trash and debris, all items owned by third parties, and all items the City will not be donating to WMSR.

5.4. **Notices from Government Entities.** Upon the execution of this Agreement, the City shall provide WMSR with all notices and documentation, if any, issued by any government authority pertaining to safety violations or the condition of the Locomotive during the time the City owned it, without regard to whether the conditions which were the subject of the notices and documentation have been resolved.

5.5. **Inspection Rights.**

(a) The City will provide WMSR, its agents, employees, representative and contractors with such access to the Locomotive as is necessary to conduct a comprehensive assessment of its condition, whether and the extent to which it contains asbestos or asbestos containing materials, the work that will be required to restore it, and whether it is feasible to transport the Locomotive from its current location to WMSR's facilities in Cumberland, Maryland. The assessment shall be concluded on or before sixty (60) days from the Effective Date, and WMSR shall promptly provide the City with its findings.

(b) WMSR and any contractor(s) it retains for the performance of the inspection work described in subsections (a) and (b) above shall secure (i) comprehensive general public liability insurance with limits of no less than One Million Dollars ($1,000,000.00) per claim and per occurrence and shall name the City as an additional insured, and (ii) workers' compensation insurance in the statutory minimum amounts covering the inspection work described in this subsection, and WMSR shall provide the City with a Certificate of Insurance as to these obligations

5.6. **Waiver of Contingencies.** WMSR may waive any or all of the contingencies set forth in this section or elsewhere in this Agreement. These contingencies shall be deemed to have been waived unless WMSR gives the City written notice of its intent not to accept the donation of the Locomotive within sixty (60) days of the Effective Date, the said sixty (60) day period hereinafter being referred to as the "Due Diligence Period".

6. **Representations and Warranties.** As of the Effective Date and the date of the closing for the transfer of the Locomotive (the "Closing"), the City makes the following representations and warranties for the benefit of WMSR:

(a) The City is, to the best of its knowledge, the legal owner of the Locomotive and has the authority to donate it to WMSR.

(b) The Locomotive is, to the best of its knowledge, free from any liens, encumbrances or legal claims.

7. **Notice of Intent not to Proceed.** WMSR may elect not to proceed with the transaction contemplated by the terms of this Agreement for any reason or no reason at all provided it gives the City written notice of this election (hereinafter referred to as the "Notice of Intent not to Proceed") during the Due Diligence Period.

8. **Closing; Possession.**

(a) Closing shall take place on a date or dates agreed upon by the parties hereto no later than fifteen (15) days after the expiration of the Due Diligence Period. Closing shall not occur unless and until WMSR has secured funding sufficient to transport the Locomotive to its facility, in accordance with Paragraph 8 (e), below. WMSR shall produce proof of funding to the City no later than the expiration of the Due Diligence Period.

(b) The parties need not be physically present for Closing. Closing will be deemed to have been consummated upon the completion of the execution of the Bill of Sale.

(c) At the Closing, the City shall transfer all of its rights, title and interest in and to the Locomotive by means of an executed Bill of Sale in the form set forth in the Exhibit A attached hereto.

(d) At the Closing, the City shall deliver possession of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto to WMSR.

(e) WMSR acknowledges that the Locomotive is not legal for interchange and will require movement by either truck or flat car. At Closing, WMSR shall provide for the transportation of the Locomotive, attached parts, unattached parts, spare parts, and all accessories thereto from the City's property and it shall provide all tie downs and related arrangements. WMSR is responsible for all insurances, permits and other requirements of the transportation, and shall indemnify and hold the City harmless for all claims arising out of transportation of the Locomotive from its present location.

(f) Immediately upon Closing, the City shall deliver possession of the Locomotive to the WMSR.

9. **Release; Indemnity.**

9.1. WMSR's Indemnification Obligation. WMSR hereby assumes liability for and agrees to defend, protect and hold the City and its officers, officials, employees, agents and representatives harmless from and against all liabilities (including without limitation any obligation based on strict liability and tort), claims, suits, causes of action, legal or administrative proceedings, demands, judgments, damages, losses, fines, penalties, costs and expenses including attorneys' fees and costs arising out of or in any manner connected with the ownership, transportation, use, operation or disposition of the Locomotive on and after the Closing Date.

9.2. City's Indemnification Obligation. The City hereby assumes liability for and agrees to indemnify, protect and hold WMSR and its officers, directors, employees, agents and affiliates harmless from and against any and all liabilities (including only actions sounding in strict liability and tort), arising out of or in any manner connected with the ownership, use or operation of the Locomotive prior to the Closing Date and prior to transport from its current location.

10. Delivery Details. WMSR shall accept delivery of the Locomotive at its current location at City Park, Hagerstown, Maryland. WMSR shall transport the Locomotive to its facilities in Cumberland, MD no later than one hundred eighty (180) days from the date of Closing. Failure to transport the Locomotive to WMSR facilities within one hundred eighty (180) days shall be grounds for the City to terminate the Agreement, in which case WMSR shall return it to its original location in City Park. WMSR shall be responsible for all transportation costs. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to WMSR's facilities in Cumberland, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

11. Risk of Loss. The Locomotive shall be held at the risk of the City until such time as the Closing has been completed.

12. Possession. The City agrees to give possession and occupancy of the Locomotive to WMSR upon the completion of closing.

13. Post-Donation Obligations.

13.1. Renovation and Repair. The donation provided herein is contingent upon WMSR's renovation and repair of the Locomotive to a condition which meets or surpasses the Federal Railroad Administration regulations for operation, as provided in 49 CFR Part 230, no later than ten (10) years from the Effective Date, and in accordance with the timeline attached hereto as Exhibit B. WMSR shall not use any parts or components from the Locomotive for any other locomotive, except with the express written consent of the City. The City shall have the right to inspect progress of restoration at five (5) years from the Effective Date, to ensure that restoration is proceeding in a manner consistent with this Agreement. If WMSR does not restore the Locomotive to this condition in a timely manner, the City shall have the right to demand that the

Locomotive be returned to it; provided, however, that, if the Locomotive has been renovated and repaired after this ten (10) year period and the City has not demanded its return, WMSR shall not be obligated to return it. Any demand for the return of the Locomotive must be made in writing. In the event the City is eligible to demand the return of the Locomotive, as provided herein, and it provides notice of such demand to WMSR, WMSR shall return the Locomotive (including all of its component parts) to the City in the same or better condition than it was in as of the Effective date; provided, however, that if the Locomotive is partially restored, it may be returned to the City in that condition.

As security for the cost of WMSR's possible return of the Locomotive to the City, it shall establish a separate holding account in an FDIC insured financial institution, and shall deposit the sum of $10,000 each year until the restoration is complete, with the first deposit to be made during calendar year 2025. WMSR shall provide statements of account for the holding account no less than annually to the City until the restoration is complete. No withdrawals may be made from the holding account without the express written permission of the City, except that WMSR may liquidate the holding account upon receipt of its official operating certification from the Federal Railroad Administration. WMSR shall promptly provide a copy of said certification to the City.

Notwithstanding the foregoing, the City may demand that WMSR perform a cosmetic restoration of the Locomotive before it is returned to the City. Any such demand shall be set forth in the written demand for the return of the Locomotive. If the City elects to proceed with a cosmetic restoration, the City will be responsible for providing or paying for the resources and materials necessary for the performance of that work, and WMSR shall furnish of the labor to perform that work. WMSR shall be responsible for returning the Locomotive to the City and/or bearing all costs associated with such return. WMSR reserves the right to engage qualified heavy equipment contractors to assist in planning and executing the locomotive's removal and movement to the City's location of choice in Hagerstown, Maryland. The parties to this Agreement agree to collaborate with one another and WMSR's heavy equipment contractors for these purposes. Any contractors engaged by WMSR for these purposes shall carry the same insurance required for contractors retained for the purpose of performing inspections, as provided for in Section 5.5(b) of this Agreement, and WMSR shall provide the City with a Certificate of Insurance as to these obligations.

13.2. Perpetual Discount for Hagerstown Residents. In recognition of the City's collaboration and support for the donation of the Locomotive, WMSR shall provide residents of the City of Hagerstown a with a 25% discount on ticket purchases for WMSR-operated excursions in perpetuity. This discount will not apply for third-party licensed events, such as The Polar Express™ Train Ride and other similar special events not directly operated by WMSR. In order to be eligible for the discount, Hagerstown residents must provide government-issued picture identification showing that they reside in Hagerstown to support their discounted ticket pricing.

13.3. WMSR shall create an annual event to draw Hagerstown residents and show them the progress of the Locomotive's restoration program and eventual operation.

14. Remedies upon Default. If either party breaches the terms of this Agreement, the non-breaching party may pursue such rights and remedies as may be available in law or in equity,

including without limitation, an action for specific performance of this Agreement. The prevailing party in any such litigation shall be entitled to be indemnified for its reasonable attorneys' fees, court costs and litigation expenses.

15. Survival. With the exception of Section 5, the terms, provisions, covenants and conditions herein contained herein shall not merge into the Bill of Sale. Rather, they shall survive the Closing.

16. Assignability. This Agreement may not be assigned except by written agreement of the parties. Either party may refuse to assign this Agreement for any reason or no reason at all.

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

18. Notices. Any notice, request, demand, approval or consent given or required to be given under this Agreement shall, except as otherwise expressly provided herein, be in writing and shall be deemed to have been given when mailed by overnight delivery or hand-delivered at the address stated below. Such notices may also be provided by email, provided the recipient acknowledges receipt by means of a responsive email.

To the City:

City Administrator (presently Scott Nicewarmer)
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
snicewarner@hagerstownmd.org

To WMSR:

Wesley Heinz
Executive Director
Western Maryland Scenic Railroad
13 Canal Street, 2nd Floor
Cumberland, MD 21502
wheinz@wmsr.com

19. Entire Agreement. This Agreement contains the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Agreement mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and assigns.

20. Invalidity. If any provision or part of any provision contained in this Agreement shall be found for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions or the remaining part of any effective provisions of this Agreement, and it shall be construed as if such invalid, illegal, or

unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality, or unenforceability.

21. **Governing Law.** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland, without regard to its conflicts of laws principles. It shall be enforceable with an action commenced and maintained in the Circuit Court for Allegany County, Maryland, the Circuit Court for Washington County, the District Court of Maryland for Allegany County or the District Court of Maryland for Washington County. The parties hereto agree to be subject to the jurisdiction of such courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts is commenced in an inconvenient forum or one that lacks proper venue.

22. **Waiver of Jury Trial. THE PARTIES HERETO EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OR ALL OF THEM MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND EACH OF THEM REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL(S) TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.**

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

24. **Modification.** No modification or waiver by the parties of any of the terms of this Agreement shall be valid unless in writing and executed with the same formality as this Agreement.

25. **Joint Drafting.** The parties hereto agree that this Agreement reflects the joint drafting efforts of each party, and any ambiguities shall not be construed against either party.

26. **Signing by Electronic Means**. Each of the parties hereto expressly authorizes and agrees to sign electronically (but not by facsimile machine) transmitted copies of this Agreement. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original Agreement once delivered to the other party.

27. **Counterparts**. This Agreement may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Donation Agreement as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

CITY OF HAGERSTOWN, MARYLAND

_____

By:_____(SEAL)
William B. McIntire, Mayor

_____
Date

WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT CORPORATION

_____

By:_____(SEAL)
Wesley Heinz, Executive Director

_____
Date

EXHIBIT A

THIS QUITCLAIM BILL OF SALE is made by and between **City of Hagerstown, Maryland** (the "City"), a Maryland municipal corporation, and the **Western Maryland Scenic Railroad Development Corporation** ("WMSR"), a Maryland non-profit corporation, and is effective upon the date of its completed execution, which date is hereinafter referred to as the "Effective Date."

In consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged), The City does hereby quitclaim unto WMSR, all of the City's right, title and interest, if any, in and to the 1912 Baldwin Locomotive Works K-2 Pacific type steam locomotive, commonly known as Locomotive 202, together with all accessories thereto, attached and unattached, all parts thereof, and all equipment and other items affixed thereto or temporarily removed therefrom, all of which are referred to collectively as the "Locomotive".

TO HAVE AND TO HOLD the Locomotive unto WMSR and WMSR's successors and assigns forever.

The locomotive is being quitclaimed "as is", "where is", and "with all faults" as of the date of this Bill of Sale, without any representation or warranty whatsoever as to its condition, fitness for any particular purpose, merchantability or any other warranty, express or implied, with the exception of those expressly set forth in the Donation Agreement executed by the parties hereto. The City specifically disclaims any warranty, guaranty, or representation, oral or written, past or present, express or implied, concerning the Locomotive or the City's title thereto with the exception of those expressly set forth in the said Donation Agreement.

With the exception of facsimile transmission, each of the parties hereto expressly authorizes and agrees to sign electronically transmitted copies of this Bill of Sale. Once said electronically transmitted copies are fully executed, they shall have the same binding effect as would a signed original.

This Bill of Sale may be executed in multiple parts, each of which shall be deemed an original and shall have the same binding effect as though a single original was executed by all of the parties hereto.

IN WITNESS WHEREOF, the parties have duly executed this Bill of Sale as of the dates set forth below with the specific intention that it constitute an instrument under seal.

WITNESS/ATTEST:

CITY OF HAGERSTOWN, MARYLAND

_____

By:_____(SEAL)
William B. McIntire, Mayor

_____
Date

WESTERN MARYLAND SCENIC RAILROAD DEVELOPMENT CORPORATION

_____

By:_____(SEAL)
Wesley Heinz, Executive Director

_____
Date

Exhibit B

Restoration Schedule for
Western Maryland Railway #202

Phase 1: 2025 – 2026

Launch and Initial Assessments

- Fundraising Begins Immediately
- Tear Down
- Superheater Units Are Removed from the Locomotive
- Ultrasound (Boiler Inspection)
- Preliminary FRA Inspection

Phase 2: 2027 – 2028

Engineering and Planning

- Form 4 Boiler Calculations
- Detail Running Gear Inspection
- Interior Acid Wash of the Boiler
- Hydrostatic Test for boiler inspection
- Remove Boiler Flues & Tubes
- Exterior Sand Blast Boiler Shell and Apply THERMOLUX for rust prevention
- Interior of Boiler Barrel will receive a coating of APEXIOR 3 for rust/scale prevention

Phase 3: 2029 – 2031

Begin Restoration Work

- Begin Boiler Work – Removal of Non-Compliant Material
- Preparations for Sourcing Replacement Material
- Firebox Sheet Removal and Replacement
- Begin Major Running Gear Maintenance
- Appliance Inspection
- Appliance Restoration & Acquisition

Restoration Schedule for
Western Maryland Railway #202

Phase 4: 2031 – 2032

Tender, Cab, and Boiler Component Preparation

- Tender Disassembly
- Tender Repair
- Tender Reassembly
- Tender Painted
- Cab Fabrication
- Flues and Tubes Ordered
- Superheater Units Tested and Polished for Installation
- Rebuild Turret Valves and Appliances Continuing.
- Fabrication of Missing Appliances, Water Column, and/or Turret/Valves

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Phase 5: 2033 – 2034

Testing and Reassembly

- Hydrostatic Testing of the Boiler
- FRA Witness of Hydrostatic Test
- Repair Any Deficiencies Found During Hydrostatic Testing
- Boiler Test Firing

Final Phase: 2035

Completion and Certification

- Reassembly of Key Components
- FRA Inspections to Place the Locomotive in Service

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Approval of a Parking Agreement with the Maryland State Department of Assessments and Taxation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
SDAT_Parking_Council_Packet.pdf	State of Maryland Department of Assessments and Taxation Parking Lease

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: August 8, 2025

RE: State of Maryland
Department of Assessments and Taxation
Parking Lease

RECOMMENDATION

Staff recommends that the Mayor and Council approve a parking lease with the State of Maryland that allows for parking for the Maryland Department of Assessments and Taxation (SDAT). Parking privileges would be in the Central Lot West for a period of two (2) years beginning December 1, 2025.

DISCUSSION

SDAT and the City entered into a Parking Lease Agreement dated October 6, 2021 for the use of ten (10) parking spaces in the Central Lot West. The agreement included an option for one (1) renewal term of two (2) years extending the lease agreement through October 31, 2025. Due to a technical issue, the State has extended the existing contract through November of 2025.

The new parking agreement will begin on December 1, 2025, and end on November 30, 2027. There is one (1) renewal term for an additional two (2) year period if both parties agree to the renewal.

The State of Maryland requires that a lease be signed due to obligatory requirements to their Board of Public Works. The State has provided a Parking Lease that includes parking for ten (10) vehicles for this agency in the Central Parking Lot.

FINANCIAL IMPACT

The rental rate is $56 per month per parking space. This equates to $560 in revenue per month or $6,720 annually.

CONCLUSION

The recommendation is to approve the parking lease agreement with the State for SDAT.

Att: Supplemental Lease Agreement No. 1, Motion, Resolution
Cc: Parking Staff
Finance Staff

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A PARKING AGREEMENT WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a parking agreement between the City of Hagerstown and the State of Maryland for the rental of ten (10) parking spaces in the Central Lot West for use by the State Department of Assessments and Taxation.

The term of the parking lease is two (2) years commencing on December 1, 2025, and ending on November 30, 2027. The agreement includes one (1) renewal term of two (2) years.

The annual rent to be paid is Six Thousand Seven Hundred Twenty Dollars and No Cents ($6,720.00).

Date of Introduction:	August 26, 2025
Date of Passage:	August 26, 2025
Effective Date:	August 26, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A PARKING LEASE AGREEMENT WITH THE STATE OF MARYLAND TO THE USE OF THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

RECITALS

WHEREAS, the City of Hagerstown hereinafter referred to as "City" is the owner of a parking lot located at 14 North Potomac Street, Hagerstown, Maryland ("the Central Lot"), and

WHEREAS, the State of Maryland to the Use of the Maryland State Department of Assessments and Taxation ("SDAT") desires to enter into a new Parking Lease Agreement, after its exercise of its right to a Holdover Period ending on November 30, 2025, for the rental of a total of ten (10) undesignated parking spaces at the aforementioned parking lot for a period of two (2) years beginning on December 1, 2025, and concluding on November 30, 2027, and at the rate of $56 per month per space, and with a possible Renewal Term of two (2) years, at the option of SDAT; and

WHEREAS, the City believes it is in the best interest of the citizens of the City to enter into the Parking Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

1. That the above recitals are incorporated herein.

2. That the City be and is hereby authorized to enter into the attached State of Maryland Parking Lease Agreement with the State of Maryland to the Use of the Maryland State Department of Assessments and Taxation. The Parking Lease Agreement consists of the following documents: (1) Parking Lease Terms Sheet; (2) Addendum A/Parking Lease General Terms and Conditions; and (3) Contract Affidavit.

3. That the Mayor, City Clerk and/or City Administrator be and are hereby authorized to execute the aforegoing State of Maryland Parking Lease Agreement and all other documents necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PARKING LEASE TERMS SHEET
(FORM DGS-680-3D)
(Revised January 2014)

This Parking Lease Agreement ("Parking Lease"), is made this day of , 2025, between, **the Mayor and City Council of Hagerstown**, hereinafter called "Lessor," and the **State of Maryland**, , hereinafter called the "Lessee", to the use of the Maryland State Department of Assessments and Taxation (SDAT).

LESSOR		**LESSEE**	
Name: Mayor and City Council of Hagerstown		Department / Agency: Maryland State Department of Assessments and Taxation ("SDAT")	
Address: 1 East Franklin Street Hagerstown, MD 21740		Address: Washington County Real Property Department of Assessments & Taxation 3 Public Square, Hagerstown, MD 21740	
FIN:	52-6000794		
Contact:	Eric Deike	Contact:	Tara Gray
Phone:	301-797-6085	Phone:	410-767-1194
Email:	edeike@hagerstownmd.org	Email:	tara.gray@maryland.gov
On Site Contact:		On Site Contact:	Melissa Adelsberger
Phone:		Phone:	301-791-3050
Email:		Email:	Melissa.adelsberger@maryland.gov
Emergency Contact:	Eric Deike	Emergency Contact:	Danielle Adams
Phone:	301-797-6085	Phone:	410-767-1144
Email:	edeike@hagerstownmd.org	Email:	danielle.adams@maryland.gov

1. Parking Leased Premises and Rent. Lessor leases unto Lessee for the use of Lessee's personnel, representatives, visitors and associated vehicles, Ten (10) parking spaces, in the parking lot known as Central Lot West located at 14 N. Potomac Street, Hagerstown, Maryland 21740, together with the right to use in common with others all parking common areas including but not limited to ingress and egress ways and access points (hereinafter collectively referred to as the "Parking Leased Premises"), and as more particularly described as follows:

	VIP Reserved Spaces	Reserved Spaces	Use in Common Spaces
Number of Spaces	0	0	Ten (10)
Location of Spaces		0	Central Lot West, 14 N. Potomac Street, Hagerstown, MD 21740
Availability of Spaces	0	0	Monday-Friday 7am-7pm

Rate per Space (monthly)	0	0	$56.00
Notes: The monthly rate for the Lease Years (defined hereafter) is $56.00 per space.			

2. Term. The term of the Parking Lease is two (2) years (each a "Lease Year"), commencing on December 1, 2025, and ending at the end of the day on November 30, 2027. The following is the original term (the "Original Term") and any renewal terms (each, a "Renewal Term") exercisable by the Lessee:

Original Term:	Two (2) years
Number of Renewal Terms:	One (1)
Length of Each Renewal:	Two (2) years

Any renewal of the Parking Lease shall be effective and legally binding only upon approval of the renewal by the Board of Public Works. As used herein "Term" shall mean the Original Term and any properly exercised Renewal Term.

3. Rent. The Rent due from Lessee to Lessor for the Parking Lease Premises as described in Section 1 above shall be Six Thousand Seven Hundred Twenty Dollars and Zero Cents ($6,720.00) per annum, payable in advance in equal monthly installments of Five Hundred Sixty Dollars and Zero Cents ($560.00).

4. This Parking Lease specifically incorporates (a) the Standard State of Maryland Parking Lease General Terms and Conditions dated July 2019, attached hereto and made a part hereof as Addendum A, and (b) Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Parking Lease.

5. This Parking Lease supersedes and replaces in its entirety any prior written agreements between the parties.

6. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works ("Effective Date"). Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

7. This Parking Lease may be executed in one or more or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The signature of a party transmitted electronically shall constitute and have the same force and effect as the original signature of the party.

[Signature page Follows]

IN WITNESS WHEREOF, the parties hereto, for themselves and their successors and assigns, have caused this Parking Lease Agreement to be executed by their duly authorized representatives, the day and year first above written.

WITNESS: LESSOR: **The Mayor and City Council of Hagerstown**

_____ By:_____ (SEAL)

William B. McIntire, Mayor

WITNESS: LESSEE: **State of Maryland , to the use of Maryland State Department of Assessments and Taxation**

_____ By: _____ (SEAL)

Daniel K. Phillips, Director

Execution of the above Parking Lease was authorized and approved by the Maryland Board of Public Works at a meeting held on as DGS Action Agenda Item -L.

_____

Maryland Department of General Services
Office of Real Estate

This Parking Lease has been reviewed for form and legal sufficiency and approved by the Maryland Office of the Attorney General on _____ by _____Assistant Attorney General

_____

Maryland Department of General Services
Assistant Attorney General

ADDENDUM A
STANDARD STATE OF MARYLAND
PARKING LEASE GENERAL TERMS AND CONDITIONS
(FORM DGS-680-3D-1)
(Revised July 2019)

1. Rent Invoices. Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit(s)") listed in this Parking Lease for the amounts set forth in this Parking Lease.

2. Rent Payments. Except as otherwise provided in this Lease, the Rent shall be payable by check or electronic wire in accordance State payment systems at the office of Lessor during normal business hours and shall be due and payable on the first day of the month.

3. Form and content of Invoices. All invoices shall be made out to Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works item number and agenda date indicated at the end of this Parking Lease; indicate that the invoice is billing for "Rent"); state Lessor's Federal Employer Identification Number; and additional information as may be specifically required elsewhere in this Parking Lease. [State of Maryland State Finance and Procurement Article (SF) 15-102]

4. Payments by the State. Payments to Lessor pursuant to this Parking Lease shall be made no later than 30 days after Lessee's receipt of a proper invoice from Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]

5. Interest on Late Payments. Except for rent or other expenses submitted for payment pursuant to this Parking Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under this Parking Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]

6. Use of Spaces by Lessee. Lessee will allocate the use of the Parking Leased Premises to the Units identified in the Parking Lease Terms Sheet.

7. Use of Spaces by Other Units. Use of a parking space included in the Parking Lease by a Unit of the State other than the Units designated in the Parking Lease shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.

8. Assignment by Lessee. Lessee may assign any or all of the parking spaces included in the Parking Leased Premises upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

9. Maintenance of Parking Leased Premises. Lessor shall maintain the Parking Leased Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

10. Availability of Parking Leased Premises. Lessor guarantees that there will be made available for Lessee's use as provided in the Parking Lease, on the days and between the hours specified in the Parking Lease, the parking spaces described in the Parking Lease Terms Sheet.

11. Lessor Liability for Damage. Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles using the Parking Leased Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.

12. Vehicle Identification. Lessor will issue identification in a form to be agreed to by Lessor and Lessee, which may be in the form of an electronic mechanism, for controlling access to and departure from the Parking Leased Premises. Lessor shall assure that only authorized vehicles assigned by Lessee are parked in the Parking Leased Premises.

13. Payment of Taxes. Lessee exercises its right of not paying local taxes and Lessor (the owner of the property subject to this Parking Lease) agrees to claim this exemption with respect to parking spaces leased to Lessee.

14. Damage to Parking Leased Premises - Casualty. If the Parking Leased Premises or related structures are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Parking Leased Premises with reasonable promptness but in no event later than 60 calendar days after the date of the Casualty to substantially the same condition of the Parking Leased Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Parking Leased Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 calendar days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 60 calendar day period and any extension period, Lessee may terminate this Parking Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

15. Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Parking Leased Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Parking Leased Premises that are rendered substantially unfit for use or occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Parking Leased Premises materially unsuitable for use or occupancy by Lessee for the uses contemplated by this Parking Lease, in which event the Rent shall be abated entirely during such period of non-use or non-occupancy.

16. Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Parking Leased Premises or associated improvements is so damaged by Casualty that either the Parking Leased Premises or (whether or not the Parking Leased Premises are damaged) the associated improvements is rendered substantially unfit for use or occupancy and the Lessor will be unable to restore the Parking Leased Premises or associated improvements within 90 days after such Casualty, then either party may elect to terminate this Parking Lease as of the date of the Casualty by giving Notice thereof to the other party within 30

days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

17. Lessor's Responsibility for Repairs. All repairs to the Parking Leased Premises including repairs to all associated improvements, no matter how caused are to be made and paid for by the Lessor.

18. Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Parking Leased Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written consent for reimbursement and approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

19. Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Parking Leased Premises and associated improvements as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Parking Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

20. Expiration of Parking Lease Term. This Parking Lease shall cease and terminate at the end of the term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee to terminate the same and the continued occupancy of the Parking Leased Premises by Lessee after the expiration of said term shall not operate to renew this Parking Lease for said term or any part thereof or render Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend for a period not to exceed six (6) months. In the event of an extension by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Parking Leased Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Parking Leased Premises beyond six (6) months after termination, except with the consent of the Lessor.

21. Termination for Default. If the Lessor fails to fulfill its obligation under this Parking Lease properly and on time, or otherwise violates any provision of the Parking Lease, the Lessee may terminate the Parking Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to the Lessor, the Lessor will remain liable after termination and the Lessee can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.11B.

22. Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

23. Termination for Convenience. This Parking Lease may be terminated by Lessee in accordance with this clause, in whole, or from time to time in part, whenever Lessee shall determine that such termination is in the best interest of Lessee. Lessee will pay all reasonable costs associated with this Parking Lease that Lessor has incurred up to the date of termination and all reasonable costs associated with this Parking Lease termination of the Parking Lease. However, Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.12A(2).

24. Multi-Year Parking Leases Contingent Upon Appropriations – Termination for Nonappropriation. Multi-year Parking Leases are contingent upon appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Parking Lease succeeding the first fiscal period, this Parking Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Lessee's rights or Lessor's rights under any termination clause in this Parking Lease. The effect of termination of the Parking Lease hereunder will be to discharge both Lessor and Lessee from future performance of the Parking Lease, but not from their rights and obligations existing at the time of termination. Lessor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Parking Lease. Lessee shall notify Lessor as soon as it has knowledge that funds may not be available for the continuation of this Parking Lease for each succeeding fiscal period beyond the first. COMAR 21.07.01.10; SF 13-217 (d), (e)]

25. Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Parking Leased Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

26. Suspension of Performance. The Procurement Officer unilaterally may order Lessor in writing to suspend, delay or interrupt all or any part of the performance required by this Parking Lease for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Lessee.

27. Waiver of Rights. The waiver at any time by Lessor or Lessee of any covenant or condition of the Parking Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other covenants, conditions, or rights.

28. Accessibility and Safety. Lessor guarantees that the Parking Leased Premises comply in all respects with:

    A. The Americans with Disabilities Act of 1990 (42 United States Code, §§ 12101 et seq.); and

    B. The Occupational Safety and Health Standards of the State and the United States, including but not limited to standards relating to the presence of friable asbestos and other hazardous materials or chemicals.

29. Time is of the Essence. Time is of the essence and occupancy on the date specified in this Parking Lease is the essence of this Parking Lease to Lessee. If, due to its own fault or negligence, Lessor does not have the Parking Leased Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Parking Leased Premises during the period that the Parking Leased Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

30. Delays. Lessor agrees to prosecute performance of this Parking Lease continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the performance specified in this Parking Lease.

31. Extensions of Time Due to Delays. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Lessor or the subcontractors or suppliers.

32. Nonhiring of State Officials and Employees. No official or employee of the State of Maryland, as defined under General Provisions Article § 5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Parking Lease, shall during the pendency and term of this Parking Lease and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this Parking Lease.

33. Maryland Law Prevails. The provisions of this Parking Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

34. Nondiscrimination. Lessor agrees:

A. Not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;

B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. [COMAR 21.07.01.08; SF 13-219]

35. Preexisting Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Parking Lease are applicable to this Parking Lease. [COMAR 21.07.01.17; SF 13-218(c); SF 11-206]

36. Compliance with State Recycling Plan. The Lessor understands that the Parking Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and /or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

37. Retention of Records. Lessor shall retain and maintain all records and documents relating to this Parking Lease for three years after final payment by Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the Procurement Officer or designee, at all reasonable times.

38. Lessor Representations and Warranties. Lessor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Parking Lease.

C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Parking Lease; and

D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Parking Lease.

39. Commercial Nondiscrimination.

A. As a condition of entering into this Agreement, Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. [COMAR 21.07.01.26 (A)]

B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Lessor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Lessor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Lessor on each subcontract or supply contract. Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Lessor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

40. Lessor's Transfer of the Property. In the event of any transfer of the Property where the Parking Leased Premises is located, the assignment of this Lease shall only be effective if the newly designated owner of the Property (the "New Owner") shall: (a) be qualified to do business in the State of Maryland, (b) be permitted to do business with the State, and not subject to debarment, (c) provide copies of the deed transferring the Property to the New Owner to ORE within ten (10) days of said transfer and/or assignment, (d) record the deed transferring the Property to the New Owner within thirty (30) days of the New Owner's acquisition of title, and (e) request in writing to enter into a Supplemental Lease with Lessee, including execution of the standard State lease

affidavit, amending the Lessor information within sixty (60) days of acquisition of the Property. In the event that the New Owner of the Property is not qualified to do business in the State of Maryland, or if the New Owner fails in its other obligations under this Section, the State of Maryland, in its unfettered discretion, shall have the right to terminate the Lease upon written notice to the New Owner.

41. Complete Agreement. This Parking Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Parking Lease.

42. Amendment. This Parking Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Parking Lease is signed and executed.

43. Incorporated Affidavits. This Parking Lease contains additional provisions set forth on the following Attachments which are incorporated into and made a part of this Parking Lease:

44. Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Parking Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises for the use stated herein during the Term and any extension herein of the Parking Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

45. Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Parking Leased Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

46. Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land, Building, or Property at the time of the request of which the Parking Leased Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

47. Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing representing, among other matters, that this Parking Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Parking Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Parking Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or

before the date hereof which Lessee did not have actual knowledge on the date of execution thereof.

48. Execution and Effectiveness. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

49. Conflict. In the event of any conflict between this Standard Parking Lease Form DGS-6803D and any other document attached hereto, incorporated by reference, or otherwise made part of this Parking Lease, the provisions of this Standard Parking Lease Form DGS-680-3D shall prevail.

50. Contingent Fee Prohibition. Lessor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor to solicit or secure this agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this agreement. (COMAR 21.07.01.09)

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Affidavit

State as Lessee – Intergovernmental Lease

(Authorized Representative and Affiant __/2017)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (governmental entity) _____, a public body (as is defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland), and that I possess the legal authority to make this Affidavit on behalf of the governmental entity for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct:

In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in §19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, or on the basis of disability or any otherwise unlawful use of characteristics regarding the vendors, supplier's or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the state of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to

comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above public body, or any of its officials, officers, officers, or any of its employees directly involved in the public body's contracting activities including, without limitation, obtaining or performing contracts with public bodies, has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, §6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the public body):

_____

_____

_____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above public body, or any of its officials, officers, , or any of its employees directly involved in the public body's contracting activities including, without limitation, obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §1961, et seq., or the Mail Fraud Act, 18 U.S.C. §1341, et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of the Section 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (1) through (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract; or

(9) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in Section B and subsections (1) through (8) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____.

E.

. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above public body or any of its officials, officers, or employees, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

F. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above public body has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

G. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the public body certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the public body shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone whom the public body knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the public body has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The public body's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §G(2)(b), above;

(h) Notify its employees in the statement required by §G(2)(b), above, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §G(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §G(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

(k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §G(2)(a)—(j), above.

(3) Intentionally Omitted.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification; and

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable.

H. CERTIFICATION REGARDING INVESTMENTS IN IRAN

1. The undersigned certifies that, in accordance with State Finance & Procurement Article, § 17-705, neither the undersigned nor the public body:

(i) is identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in § 17-702 of State Finance & Procurement; and

(ii) is engaging in investment activities in Iran as described in State Finance & Procurement Article, § 17-702.

2. The undersigned is unable to make the above certification regarding investment activities in Iran due to the following activities:

_____

_____

_____

_____

I. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The public body has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the public body, to solicit or secure the Contract, and that the public body has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

J. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT To the best of my knowledge, information and belief, each of the affirmations, certifications or acknowledgments contained in that certain Revenue/Bid Proposal Affidavit dated _____, 200__, and executed by me for the purpose of obtaining the Lease to which this Addendum is attached remains true and correct in all respects as if made as of the date of this Revenue/Bid Proposal Affidavit and as if fully set forth herein.

K. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is

subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____ By: _____

(Authorized Representative and Affiant)

_____

Printed or Typed Name

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Approval to Enter Into a User Agreement with the Hagerstown Fairgrounds Softball Association, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Hagerstown_Fairgrounds_Softball_Association_Council_Packet.pdf	Hagerstown Fairgrounds Softball Association, Inc. Long-Term User Agreement

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: August 4, 2025

RE: Hagerstown Fairgrounds Softball Association, Inc.
Long-Term User Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff recommends entering into a new, long-term user agreement with the Hagerstown Fairgrounds Softball Association ("HFSA"). The agreement is for the use and oversight of the 3 softball fields at Fairgrounds Park.

DISCUSSION

The HFSA currently has a user agreement with the City of Hagerstown that will end on December 31, 2025. The existing agreement gives the exclusive use of 2 of the 3 fields and non-exclusive use of the third field. The non-exclusive use is to meet the State's Program Open Space funding that was used to build the fields. Use of the concession stand, that sits at the center of the fields, is also included in the agreement.

The new user agreement has the same language. HFSA would have exclusive use of 2 fields and non-exclusive use of the third field. They would be responsible for maintenance of the facilities, programming, and scheduling use of all the field.

The term of the agreement would be for three (3) years beginning on January 1, 2026, and ending on December 31, 2028. The agreement would automatically renew for up to two (2) additional one (1) year terms, unless either party declines per the terms of the agreement.

FINANCIAL IMPACT

The City shall charge no monetary rent for the use of the premises. However, HFSA will provide an initial contribution of $1,500 towards the electricity (excludes field lights) and $1,000 to the water/sewer utilities.

RECOMMENDATION

HFSA has proven to be a valuable partner with the City. The fields are kept in pristine condition as is the concession stand. Multiple tournaments with a variety of entities (youth, adult, church, others) are held throughout the playing season bringing thousands of people to the City. HFSA also has an agreement to manage the fields at City Park. This helps the City maintain this part of the park.

HFSA has also entered into several loan agreements with the City for major improvements to the Fairgrounds softball fields including lighting and fencing. They have always paid on time and in full. Twelve thousand dollars of a current $20,000 loan has been paid with 2 payments remaining over the next 2 years.

Staff recommends entering into a new user agreement with HFSA. Staff will continue to coordinate use of all the fields with the HFSA.

Att: HFSA User Agreement, Motion Sheet, Resolution
C: Parks & Recreation staff
J. Morton, Attorney

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL TO ENTER INTO A USER AGREEMENT WITH THE HAGERSTOWN FAIRGROUNDS SOFTBALL ASSOCIATION, INC.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a user agreement with the Hagerstown Fairgrounds Softball Association, Inc. for use of the softball fields at Fairgrounds Park.

The term of the user agreement is three (3) years beginning on January 1, 2026, and concluding on December 31, 2028, with two (2) possible renewal terms of one (1) year each.

The City shall charge no monetary rent for the use of the Premises. An initial Two Thousand Five Hundred Dollar ($2,500.00) contribution shall be due at the signing of the agreement for use of the electric, water, and sewer utilities.

Date of Introduction:	August 26, 2025
Date of Passage:	August 26, 2025
Effective Date:	August 26, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A NEW USER AGREEMENT WITH HAGERSTOWN FAIRGROUNDS SOFTBALL ASSOCIATION, INC.

RECITALS

WHEREAS, The City of Hagerstown owns certain property within its corporate boundaries known as the Fairgrounds Park; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, Hagerstown Fairgrounds Softball Association, Inc., ("User") has previously used a portion of Fairgrounds Park under a valid User Agreement and now desires to use a portion of Fairgrounds Park, and has requested that the City enter into a User Agreement allowing User non-exclusive use of a portion of Fairgrounds Park consisting of softball fields and other amenities as noted in the attached User Agreement;

WHEREAS, User seeks to enter into a new User Agreement for a term of three (3) years, beginning January 1, 2026 through December 31, 2028, with two (2) possible renewal terms of one (1) year each;

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 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 User Agreement with Hagerstown Fairgrounds Softball Association, Inc., 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.

BE IT FURTHER RESOLVED enacted and ordained that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

City of Hagerstown
Fairgrounds Park
Softball Long-Term User Agreement

Date:_____

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and Hagerstown Fairgrounds Softball Association, a non-profit organization, referred to in this agreement as "HFSA" or "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

1. **Description of Premises.** City agrees to allow User the *non-exclusive use* of a portion of the Hagerstown Fairgrounds constructed as Softball fields and central plaza concession stands which are located in the central part of the Fairgrounds property, hereinafter referred to as "the Premises," illustrated in attached Exhibit A.

   Non-exclusive use means that the User has sole and exclusive use of two (2) of the fields hereby leased, and priority scheduling status with the City but not sole use of the third field (the "joint use field" shown as field number 3 on Exhibit A) located on the Premises. Prior to March 1 of each year during the term of this Agreement, User may schedule with the City all dates and times necessary to offer its recreational program and to maintain the Premises as required by this Agreement, with respect to the joint use field. The City may then schedule all remaining times on a first come, first served basis on the joint use field. On dates and times not reserved for use by a specific group, the City may permit the general public access to, and use of, the joint use field. The City reserves the right to schedule special events on the entirety of the Premises.

2. **Term of agreement.** The term of this agreement shall be from January 1, 2026 to December31, 2028.

3. **Renewal.** This agreement shall automatically renew for up to two (2) additional one (1) year terms beginning January 1, 2029 unless either party gives written notice of non-renewal to the other party at least ninety (90) days prior to the end of the then-current term.

   Notwithstanding the aforegoing, the City may terminate this agreement at any time upon giving User ninety (90) days' written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City to utilize the Premises for purposes other than recreation or park uses. Said termination shall not take effect until the conclusion of the User's annual schedule and post-season play for the year in which the notice is given, unless otherwise required by law.

4. **Rent.** City shall charge no monetary rent for the use of the Premises.

5. **Use of Premises.** User agrees that the Premises shall be used exclusively for User's recreational programs. User must obtain City approval for any other events or activities including but not limited to carnivals and the use of outside vendors.

6. **Program responsibility.** User has sole responsibility for the recreational program anticipated by this Agreement including any equipment required. The recreational program offered by the User may not discriminate based on race, color, creed, national origin, gender or other protected class. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement.

7. **Concessions, vendors and other users.** The City will supply central plaza and press box with restrooms and storage located on Exhibit A. User may operate a food and merchandise concession at the Premises to raise funds for operating expenses of the Premises and the recreational program offered by the User. User must obtain prior approval of City staff and pay for any necessary permits and licenses and comply with all laws and regulations pertaining to concession sales.

   User may allow private vendors to operate food concessions and soccer related concessions at the Premises, with prior approval of City staff. User shall ensure that any private vendor has general liability coverage in the amount of $1,000,000 and User shall obtain a Certificate of Insurance from any private food vendors and softball related concessions, naming both the User and the City as additional named insured. It is the User's responsibility to ensure that the private food vendors are also in compliance with all terms and conditions regulating food sales and/or soccer related concessions.

   The User may permit other users ("sub-users") to conduct events on the exclusive use fields at the Premises subject to advance written approval of the City, said approval not to be unreasonably withheld and subject to any restrictions placed thereon by City. All such sub-user events shall be scheduled and coordinated by User. User shall require all sub-users to provide insurance coverage for said event according to the same requirements set forth in Paragraph 16(B) of this agreement, list the City as an additional insured, provide a copy of the certificate of insurance to the City, and to execute the standard City User Agreement. User may charge all other users the then-current user fee established by City for such use. City reserves the right to charge for services requested or deemed necessary by the City, including but not limited to trash services and/or park attendants.

8. **Fees charged by User.**
   A. User may not charge any fee to members of the public to watch events on the Premises.
   B. User may charge entrance fees to participants in regular and special events sponsored by the User.
   C. User may charge a user fee, not to exceed the then current City user fee for comparable facilities, when scheduling use of the Premises by other groups, pursuant to paragraph 7.
   D. Revenues generated by fees shall be used for the operation and maintenance of the Premises, construction of facilities on the Premises, or providing recreational programs at the Premises.

E. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the Premises and the recreational program offered by the User.

9. **Ownership of improvements.** All permanent improvements to the Premises including, but not limited to, restrooms, concession buildings, dugouts, fencing, backstops, lighting, scoreboards, signs, irrigation systems and parking facilities are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that it may wish to remove from the Premises. The decision to transfer title and permit removal is within the sole discretion of the City.

   Non-permanent improvement including, but not limited to, refrigeration and cooking equipment and field maintenance equipment purchased by or given to the User shall remain the property of the User unless the User transfers title to the City.

10. **Maintenance of Premises.**

   A. GROUNDS. For purposes of this paragraph, the "Grounds" shall be defined as the playing fields located inside the fences. User shall maintain the Grounds including mowing, seeding, fertilizing, sweeping and cleanup of trash, debris, leaves, and downed branches. User is responsible for the normal maintenance of the Premises including, but not restricted to, the playing field surface, all turf, field lines, etc. User shall clean up trash and debris from the premises except for the periods from November 1 through March 31, or the start of the playing season, whichever is sooner. If a future irrigation system is installed, User will irrigate the playing fields as it deems necessary. City will maintain all trees including planting, trimming, and removal of dead trees and downed branches. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use. City agrees to assist the User with cleaning up fireworks debris from the fields following the City's annual Fourth of July fireworks.

   B. RESTROOMS. City shall clean and maintain any restrooms on the Premises that are open for general public use whenever the Fairground Park is open to the public. User shall clean and maintain and restrooms, on or off the Premises, that the City and User agree will be open to the public only when User is using the Premises. In either case, City will be responsible for providing supplies, winterizing the restroom facilities, and maintaining plumbing and electrical systems. Restrooms will be provided and open in accordance with City Parks and Recreation season.

   C. STORAGE AREA, CONCESSION STANDS, OTHER BUILDINGS AND STRUCTURES. User shall clean and provide general janitorial maintenance of all facilities on the Premises except as noted in Paragraph B above. User shall be responsible for any damage by the User to buildings and structures that exceeds normal wear and tear. Storage needs in excess of central plaza concessions and press located on Exhibit A is to be provided by User. Should User require additional storage the User may request the City to identify a location that the User at their expense may construct storage facilities. Said storage facilities must be approved by the City and built to City specifications.

D. BLEACHERS. If bleachers are constructed, User is responsible for all maintenance, repairs, and replacements of permanent bleachers. Any bleacher repair requires a City building permit and must be inspected by the City. Maintenance, repairs, and replacements of temporary bleachers are the responsibility of the owner of the temporary bleachers. User shall monitor all bleachers for safe conditions and shut down and prohibit use of any bleacher section which is not safe until repairs are made.

E. FIELD LIGHTING. User is responsible for all maintenance, repairs, and replacements for field lighting.

F. SCOREBOARDS AND SIGNS. User is responsible for all maintenance, repairs, replacements for scoreboards and signs.

G. PARKING. User is responsible for cleanup of trash, general debris, in parking areas on the Premises.

H. IRRIGATION SYSTEM. If an irrigation system is installed, User shall be responsible for the operation, maintenance, repair and replacement of such system. Any such repairs or replacement will require City application and inspection. User shall be responsible for paying all water bills associated with irrigation.

I. SAFETY. User assumes full responsibility for inspecting and maintaining all structures and facilities and grounds for which User is responsible in a safe condition to minimize the risk of personal injury. The City reserves the right to inspect any structure or facility on City property and may issue a notice to the User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within 7 calendar days unless additional time is agreed to by the City. Upon written request of the User, the City will inspect the Premises to verify conformance with applicable City codes and regulations.

J. EXTERIOR COLORS. User must obtain approval from City when altering the exterior color or appearance of any existing structure or facility.

11. **Construction of improvements.** User must obtain approval from the City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. No temporary structures including, but not limited to, concession trailers, storage trailers and sheds shall be installed or parked on the Premises without approval of the City. User is solely responsible for their own equipment. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that may wish to remove from the premises. The decision to transfer title and permit removal is within the sole discretion of the City. Non-permanent improvements purchased by or given to the User shall remain the property of the User unless the User transfers title to the City.

12. **Utilities and services.** Utilities and services shall be provided and paid for by the parties as indicated below:

Utility/Service	City	User
Electricity-except field lights	X	Initial $1,500 contribution due at signing
Electricity-field lights	___	X
Water/sewer*	X	Initial $1000 contribution due at signing
Gas	___	X
Telephone	___	X
Trash Hauling	X	___

*Restroom facilities will be provided by the City and maybe either permanent restroom facilities or portable facilities. The City will be responsible for water charges associated with the bathroom and concession facilities. The User is responsible for any additional portable restrooms which may be required for special events, including tournaments scheduled by the User. User will be responsible for all water charges associated with a future irrigation system.

13. **Signs and advertisements.** All signs or advertisements installed or displayed on the Premises must be approved by the City and conform to existing laws and ordinances. Approval will be based on size, materials, design, method of construction, content, location, visibility, and compatibility with sponsorships obtained by the City. No alcohol or tobacco advertising will be permitted. The City reserves the right to remove any signs or advertisements from the Premises that it has not approved, and User agrees to pay the cost of any such removals. User shall be permitted to place approved advertising around the perimeter of the fields and structures on the Premises to generate income for the operation and maintenance of the Premises. City reserves the right to install signs on the Premises.

14. **Sponsorship coordination and approval.** All sponsorships to be advertised, posted or otherwise acknowledged on the Premises must be approved by the City. Sponsorships obtained by User and sales of merchandise and/or concessions by the User must conform to any applicable sponsorship agreements obtained by the City. No alcohol or tobacco sponsorships will be permitted. To allow for coordination of sponsorships for the Fairgrounds, including exclusive sponsorships sought by the City, the City requests potential regional and national sponsorships sought by the User, including but not limited to restaurant franchises, beverages, athletic companies, utilities, and financial institutions, be reviewed by the City prior to solicitation by the User. The requirements of this Section 14 do not extend to the sponsorship of individual teams.

15. Hold harmless. User will indemnify and hold the City harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property, as a result of the User's negligence in connection with its use or maintenance of the Premises, including any act or omission by the User, its agents, servants, volunteers, participants, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance of the Premises, or the use of the Premises by any sub-user of User.

16. **Insurance.**

A. BUILDING AND STRUCTURES. The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. Such insurance will exclude coverage for a future irrigation system. User may carry additional insurance at User's cost if such insurance is available.

B. GENERAL LIABILITY. User shall maintain general liability insurance in the amount of $1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. This insurance must also extend to the preparation and sale of any food on the Premises. User shall provide to the City a certificate of insurance for the coverage and amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if their general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled or expired. The User must notify the City immediately in this case.

City agrees that during periods of "open time", times not scheduled by the User or sub-users, the City's general liability insurance will provide coverage for any person using the facility who is not covered by the User's insurance.

C. CONTENTS. User is solely responsible for insurance for personal property on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

17. **Damage to City owned property.** All damages to City of Hagerstown property caused by the User and/or User's guest will be the responsibility of the User. User shall keep in a state of repair, maintenance and cleanliness the interior of the premises, including equipment therein, including but not limited to light bulbs, leaky faucets, sewer blockages caused by the User, air filters, and water filters, and shall promptly report any defects to the City.

18. **Damage to personal property.** User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.

19. **Public requirements.** User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises, and hold the City harmless from expense or damages resulting from failure to do so. Pop-up tents are permitted but must be weighed down by the User and/or the owner of the tent. User is responsible for enforcement. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances nor from any other requirements of law due to title being in the name of the City.

20. **Assignment or sublease.** Except as otherwise permitted herein, User may not assign this agreement or sublease the Premises.

21. **Liens and encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.

22. **City assistance.** Nothing in this Agreement shall prohibit the User from requesting the City provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.

23. **Board Membership.** *[This paragraph is applicable only if the User is a single non-profit formed to manage use and maintenance of facilities at Fairgrounds Park.]* The City may, in the City's sole discretion, appoint one non-voting member to the User's board of directors or management team.

24. **Notices.** Any notice sent to the parties shall be to the following addresses:

City: City of Hagerstown
Director of Public Works
51 West Memorial Blvd
Hagerstown, Maryland 21740
and
City Hall
Mayor's Office
1 E. Franklin St.
Hagerstown, MD 21740

User: Hagerstown Fairgrounds Softball Association
Mike Shifler, Vice President
981 Mt. Aetna Road
Hagerstown, MD 21742
and
Mike Kelbaugh
16902 Hastings Dr.
Williamsport, MD 21795

25. **Current User information.** User will provide the City with a current list of all officers including name, title, home address, and telephone number. User shall indicate the individual who has primary responsibility for scheduling the Premises. User will provide an updated list within 30 days of any changes and with each Agreement renewal request.

26. **Default.** It shall constitute default if the User a) fails to use the Premises for its intended purpose, or b) fails to abide by the terms of this Agreement, or c) fails to represent at least 2 independent recreational leagues or organizations, or d) fails to abide by its legally adopted bylaws, or e) fails to provide equitable and fair coordination of the fields for its member leagues. Upon receiving written notice from the City of default, the User shall have thirty (30) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.

27. **Keys.** Keys must be provided to the City of Hagerstown Department of Public Works of all doors that have key lock and combinations. This is to assist in security, maintenance, and pesticide spraying on property.

28. **Parking.** Vehicles may not be driven or parked in undesignated areas.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST

Donna K. Spickler

CITY OF HAGERSTOWN, MARYLAND

Mayor Date

WITNESS

HAGERSTOWN FAIRGROUND
SOFTBALL ASSOCIATION

Officer Signature Date

Officer Name (Printed) Date

Officer Signature Date

Officer Name (Printed) Date

FAIRGROUNDS PARK – SOFTBALL FIELD USER AGREEMENT – EXHIBIT A

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Approval of a One Call Service Center Agreement with One Call Concepts, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
One_Call_Concepts_Service_Agreement_Council_Packet.pdf	One Call Concepts, Inc. One Call Center Service Agreement

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: August 12, 2025

RE: One Call Concepts, Inc.
One Call Center Service Agreement

RECOMMENDATION

Staff recommends to the Mayor and Council that the City enter into a service agreement with One Call Concepts, Inc. More commonly referred to as "Miss Utility," they coordinate the locating of underground utilities for anyone looking to excavate in Maryland, Delaware, and the District of Columbia.

DISCUSSION

Maryland's Title 12 of the Public Utilities Article focuses on the "underground facilities" and primarily regulates excavation near such facilities to prevent damage and ensure public safety. The facilities include buried electrical lines, water pipes, sewer pipes, gas lines, communication wires, and oil lines.

The law relies on a one-call system commonly known as Miss Utility. Individuals, contractors, and others must contact Miss Utility before they excavate. Failure to contact Miss Utility can result in penalties particularly if damage occurs that cuts mass utilities, communications or results in injury or death. Basically, it is the law to call before you dig.

One Call Concepts, Inc. is the only approved company to manage the one-call notification center in Maryland. They may be contacted online or by calling 811.

So how does the process work? Say a contractor wishes to lay a new sewer line through the City. The contractor contacts Miss Utility providing the location of where they plan to excavate. Miss Utility then issues a notification ticket to the utility companies that may have underground facilities in the area of the proposed excavation. The City utility divisions that would be contacted include the City's Light Department, the Water Department, the Wastewater Department, and Traffic Control.

Light, Water, Wastewater, and Traffic Control then have 48 hours in which to mark their underground utilities or confirm no utilities exist in the proposed excavation site. Each division reports back to Miss Utility their findings. The utilities are either marked using a contractor or by the City staff. Traffic Control uses its own staff. All other departments utilize a contractor to locate their utilities.

Electric service is marked in red; gas & oil is yellow; communications (cable TV, alarm wires) is orange; water is blue; wastewater (sewer) is green; purple is reclaimed water, irrigation, slurry lines; and pink is temporary survey markings. These markings are generally applied with spray paint and/or colored flags inserted in the ground. The area of proposed excavation can sometimes be marked with white paint.

FINANCIAL IMPACT

Fees are charged by One Call Concepts to the utility companies and not the contractor requesting the markings. City departments are charged by One Call Concepts. The total fee depends on the number of markings required. Water and Wastewater have the larger territories, so their cost are generally higher. Light has a smaller footprint, and Traffic Control even smaller.

In FY25, the fees paid to One Call Concepts equated to $35,790. Each department paid the following fees:

Department	FY25 Fees Paid
Public Works	$3,287
Water	$18,402
Wastewater	$7,068
Light	$7,033
Total	$35,790

RECOMMENDATION

The City currently does not have a contract with One Call Concepts, Inc. Staff recommends entering a contract with One Call Concepts, Inc. to formalize the agreement and clearly identify the fees.

Staff will be available for any questions regarding this subject.

Att: One Call Concepts Motion, Resolution, Contract
C: Nancy Hausrath, Director of Utilities
Tyler Puffenberger, Deputy Director of Water and Wastewater
Nathan Fridinger, Deputy Director of Electric
Finance Department
Public Works Staff

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A ONE CALL CENTER SERVICE AGREEMENT WITH ONE CALL CONCEPTS, INC.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a One Call Center Service Agreement with One Call Concepts, Inc. The agreement is to maintain a One Call service under which One Call Concepts, Inc. will receive, process, and record notices of proposed work from persons, firms, corporations, and other entities who intend to excavate, demolish, drill, blast, or otherwise disturb the surface and/or subsurface of the earth.

The agreement shall become effective on the date signed and shall continue in full force and effect for five years. The agreement shall continue for another five-year term if neither party provides written notice.

The City shall be charged various fees for this service as outlined in the Service Agreement.

Date of Introduction:	August 26, 2025
Date of Passage:	August 26, 2025
Effective Date:	August 26, 2025

CITY OF HAGERSTOWN

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A ONE CALL CENTER SERVICE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND ONE CALL CONCEPTS, INC. CONCERNING THE RECEIPT AND PROCESSING OF NOTICES OF PROPOSED WORK FROM PERSONS WHO INTEND TO EXCAVATE, DEMOLISH, BUILD, BLAST OR OTHERWISE DISTURB THE SURFACE/SUBSURFACE WITHIN THE CITY'S SERVICE AREA

RECITALS

WHEREAS, the City of Hagerstown, Maryland ("City"), has buried utility lines and other facilities located throughout the City and beyond (the "Facilities"); and

WHEREAS, One Call Concepts, Inc. ("One Call"), without a formal contract, has for many years provided") a One Call service to receive, process, and record notices of proposed work from persons, firms, corporations, and other entities who intend to excavate, demolish, drill, blast or otherwise disturb the surface and/or subsurface of the earth within the City's service area. One Call's notification process allows the City to take whatever action is necessary to prevent damage to its Facilities;

WHEREAS, One Call is the only such approved provider who offers such services in this vicinity;

WHEREAS, the City may per Maryland Law charge persons whose work necessitates the need for One Call's marking services for reimbursement for such services;

WHEREAS, the City and the One Call desire to continue their relationship in this regard for a term of five (5) years, terminable by either party with 180 days' notice; and

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

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

1. The foregoing recitals are hereby incorporated herein by reference.

2. That the Mayor be and is hereby authorized to execute and deliver the One Call Center Service Agreement between the City of Hagerstown and One Call Concepts, Inc., a copy of which is attached hereto and incorporated herein by reference.

3. That the Director of Public Works and the Mayor be and are hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purpose of this Resolution.

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

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____
Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

ONE CALL CONCEPTS, INC.
ONE CALL CENTER SERVICE AGREEMENT

This Agreement is made the _____ day of_____2025 between the City of Hagerstown, Maryland a municipal corporation ("Buyer") and One Call Concepts, Inc., a Maryland corporation ("Seller").

WHEREAS, Seller and Buyer wish to enter into an agreement ("Agreement") to maintain a One Call service as described in this Agreement and under which Seller will receive, process, and record notices of proposed work from persons, firms, corporations, and other entities who intend to excavate, demolish, drill, blast or otherwise disturb the surface and/or subsurface of the earth, referred to as "proposed work" within Buyer's service area. An individual or entity can provide a notice ("Notice") of proposed work by notifying the Call Center (defined below), which shall have various telephone numbers and processes as from time to time provided. These procedures and telephone numbers which can be used to reach the Call Center will encourage notification of Seller in advance of such proposed work and permit Seller and Buyer to take, in accordance with such laws, regulations, ordinances and terms of this Agreement, whatever action is necessary to prevent damage to Buyer's property located underground ("facilities"); and

WHEREAS, Seller and Buyer desire to set forth in this Agreement the procedures to be followed in accomplishing their stated purposes under said Agreement and their respective responsibilities in connection therewith.

THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, Seller and Buyer agree as follows:

1. DUTIES.

1.1 Seller shall have a location that performs the one call service: the "Call Center." Seller shall have installed or placed in use and tested such telephone, telephone answering, voice recording, or other communications equipment and computers and/or any other processes that Seller in Seller's sole discretion may deem appropriate to effectuate Seller's duties under this Agreement. Any computers operated by Seller to fulfill its duties under this Agreement will be for the operation of the Call Center.

1.2 Seller agrees to furnish the necessary personnel, supervision, supplies, and materials in order to staff and maintain the Call Center and to perform work in accordance with the terms of this Agreement. Seller shall provide personnel as required to meet the operational demands of the Call Center. The Call Center shall be operated and staffed by the Seller from 7:00 a.m. to 5:00 p.m. EST, Monday through Friday, excluding holidays. For a list of holidays please visit www.missutility.net. These are the normal business hours. These hours may be extended from time to time at the sole discretion of Seller. Seller will provide coverage for receipt and processing of out-of-hours Emergency Notices 365 (three hundred sixty-five) days per year, 24 (twenty-four) hours per day.

1.3 Any clerk working at the Call Center receiving a call concerning proposed work will enter the information into the computer. A ticket number will be assigned by Seller to each Notice and maintained in Seller's computer. The caller shall be given the ticket number for future reference.

1.4 After receipt and preparation of the Notice, the Call Center will determine from the database provided and updated by Buyer whether Buyer has underground facilities in the specific area and the Call Center will notify Buyer when Buyer's facilities appear to be present in such area identified in the Notice.

1.5 The Notice will be transmitted via Seller's data network to Buyer. Notices will be transmitted by priority; first: Emergency and then, all non-emergency Notices.

1.6 At approximately 12:01AM of each day, the Seller shall transmit a Daily Audit to the Buyer's receiving station. The Audit will provide a list of ticket numbers including the transmitted sequence in addition to identifying each ticket type (i.e., Emergency, Standard Notice, and Cancellation) from the previous day.

1.7 When the Call Center is called after normal operating hours, a recording will advise the caller that the Call Center is closed for routine business and that if the request is not an Emergency Notice, the caller should contact the Call Center during normal business hours. Seller may also make available an online ticket processing product for non-Emergency notices. Seller shall, at request of Buyer, once receiving an Emergency Notice, contact Buyer if Buyer has indicated that it has facilities in that area and that it will accept calls outside of Buyer's business hours.

2. EQUIPMENT.

2.1 The Call Center shall utilize, among other processes, a primary telephone number to receive incoming calls for proposed excavation (1-800-257-7777 and 811). Seller shall arrange for communication facilities that will provide a sufficient number of consecutive lines to handle incoming calls for proposed work.

2.2 Seller shall provide a voice recording capability to record all incoming voice calls concerning notices for proposed work. Seller shall retain the original recordings for a minimum period of six (6) years. The recording shall identify the date and time of each such recording. Recordings of conversations involved in litigation shall be provided as requested to Buyer at Buyer's expense.

2.3 Buyer is responsible for supplying and maintaining compatible receiving equipment and/or software as approved by Seller. Buyer shall notify Seller of any action concerning additions to, relocations of, and disconnections of receiving equipment and/or software at least fourteen (14) days prior to such actions. If Buyer receives transmissions via e-mail pursuant to this Agreement, Buyer acknowledges that Seller has no control over third party telecommunications networks, servers, or the Internet when providing such service. Delays and disruptions of transmissions over such networks are acknowledged to be beyond the control of Seller and Buyer. Seller does not guarantee or warrant the availability or reliability of telecommunications networks or other networks beyond its control. Buyer expressly assumes responsibility to confirm that all information sent through the Internet (tickets by sequence number, audits, etc.) is received.

2.4 Buyer shall furnish to Seller the telephone numbers and email addresses of Buyer's receiving locations to verify requests for verbal communication in the event of an equipment and/or software failure. Buyer shall update this information when necessary.

2.5 Buyer shall be individually responsible for all costs and expenses incurred in the establishment, operation, and maintenance of equipment and/or software on Buyer's premises to receive notices of proposed work transmitted by the Call Center, including without limitation, the cost of providing, leasing, renting or utilizing telephone, and other communications or computer equipment.

3. INFRINGEMENT (Ownership of Information and Data).

Buyer will not sell, transfer, give or advise any entity not a party to this Agreement the Information sent to Buyer by Seller. Buyer may, however, direct Seller to deliver Information under this Agreement to an agent of Buyer for the limited purpose of enabling Buyer to fulfill its duties under the law in any applicable jurisdiction. If a violation of this Section occurs, Seller, at its sole discretion, may assess liquidated damages (but not as a penalty) since damages would be difficult to calculate against Buyer of Twenty-five Dollars ($25.00) for each locate request or other information deemed by Seller to be impermissibly transferred under this Agreement, in addition to any other rights that may exist under law or equity.

4. INSPECTION OF WORK.

4.1 Seller shall provide records or other documentation regarding inquiries, investigation or claims related to Buyer's underground plant. Buyer shall pay a reasonable fee for this service.

4.2 Buyer or its representatives shall have the right to visit the Call Center during normal operating hours.

5. INDEPENDENT CONTRACTOR.

5.1 In the performance of the work provided by this Agreement, it is understood and agreed that Seller shall be and remain an independent contractor.

5.2 All persons furnished by Seller, including subcontractors, shall be considered solely Seller's employees or agents and Seller shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from such persons when required by law.

6. LIABILITY, INSURANCE, INDEMNITY, LITIGATION.

Seller shall maintain, during the term of this Agreement thereof, all insurance required by law, including but not limited to:

A. Workers' Compensation insurance as prescribed by the law of the state in which the work is performed.

B. Employer's Liability insurance with limits of at least Five Hundred Thousand and no/100 Dollars ($500,000) each occurrence.

C. Comprehensive General Liability insurance (including but not limited to product liability and contractual liability coverage), with limits not less than Five Million and no/100 Dollars ($5,000,000) combined single limits for both bodily injury and/or property damage for anyone (1) occurrence.

D. Professional liability (errors and omissions) on a claims-made basis with limits of not less than Five Million and no/100 Dollars ($5,000,000) and not more than Three Hundred Thousand and no/100 Dollars ($300,000) deductible per claim.

7. SOFTWARE.

During the term of this Agreement, Seller grants Buyer a license to use any of Seller's proprietary software required for performance of this Agreement and shall not make any charge to Buyer for the use of such Proprietary software. Seller may develop additional special software at Buyer's request and Buyer shall pay Seller a fee to develop such special software as requested by Buyer. The fee for such custom developmental work shall be determined and agreed upon in advance between Seller and Buyer. It is acknowledged that Seller is in the business of developing software at Seller's own expense for One Call Centers. Buyer shall have no other rights in or rights to use any such software developed by Seller prior to this Agreement at Seller's expense without a license from Seller except as provided in this Agreement. It is understood and agreed, however, that the unique database created for Buyer under the terms of this Agreement is the sole property of the Buyer. Further, each party hereto agrees to make diligent efforts to protect the confidential information of the other party. The parties acknowledge that the Buyer is subject the Maryland Public Information Act.

8. TERM OF AGREEMENT.

8.1 This Agreement shall become effective on the date signed and shall continue in full force and effect for five years from the date of this Agreement. In the event that either party wishes to terminate this Agreement or to renegotiate its terms, a written notice must be given by that party to the other at least one hundred and eighty (180) days prior to the first expiration date of this Agreement which is at the end of its fifth full year. If no written notice is provided by either party, this Agreement shall be automatically renewed for another five-year term. Thereafter, this Agreement may be terminated or renewed in accordance with the terms of this paragraph.

8.2 This Agreement may be terminated in whole or in part in writing by either party in the event of failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party and after giving the defaulting party written notice and providing thirty (30) days' notice to cure. In the event of default or threatened default by either party of the terms and conditions of this Agreement then the non-defaulting party shall have the right to obtain specific performance of this Agreement in addition to any other rights and remedies it may have at law or in equity together with the attorney's fees, costs and expenses to enforce this Agreement.

9. NOTICES.

9.1 Any notices or demands made under the terms of this Agreement or any statute shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail and addressed to the respective parties as follows:

To Buyer:

Eric B. Deike
Name – please print

Director of Public Works
Title

51 West Memorial Boulevard
Address

301/797-6085
Phone Number

Hagerstown, MD 21740
City, State and Zip Code

edeike@hagerstownmd.org
Email Address

To Seller:

One Call Concepts, Inc.
Matt Ruddo
Director, Client Relations
7223 Parkway Drive
Suite 210
Hanover, MD 21076
(410) 782-2025

and to,

Jennifer Arroyo
General Manager
Miss Utility
7223 Parkway Drive
Suite 210
Hanover, Maryland 21076
(410) 782-2101

9.2 Such Notice or demand shall be deemed to have been given or made when sent under the above conditions.

9.3 The above addresses may be changed at any time by giving thirty (30) days prior written notice as provided above 10. PUBLICITY.

10.1 Seller agrees to give notice to Buyer when any advertising, sales promotion, press releases or other publicity matters relating to the material furnished or the services performed by Seller under this Agreement substantially mention Buyer's name and/or marks.

11. REPORTS AND PAYMENT.

11.1 In consideration of the undertaking of Seller and the performance of the work as herein set forth, Seller shall be reimbursed by submitting monthly bills to Buyer in amounts computed, per schedule of prices listed herein, for each transmission of every type.

11.2 Payment is due when rendered. Buyer agrees to pay, for each thirty (30) day period Buyer's payment is late, an additional two percent (2%) late charge assessed on the total outstanding balance for each billing period.

11.3 No third-party billing is allowed unless agreed to in writing by Seller.

11.4 Seller shall make available standard reports through the ITIC (Internet Ticketing application) to meet Buyer reporting needs. Non-standard customized reports shall be made available by the Seller for a reasonable fee upon mutual agreement of the parties of the fee and prior to implementing the report.

11.5 Seller shall enter into the computer system and provide one copy of the initial Buyer provided databases. Seller will perform an annual update to existing Buyer databases, if requested by Buyer, at no charge. Buyer shall pay a reasonable fee for additional updates beyond those listed. If Buyer requests any additional copies of its databases, on any media whatsoever, Buyer shall pay a reasonable fee for this service.

11.6 Notwithstanding anything herein to the contrary, Seller reserves the right to increase pricing to Buyer upon no less than thirty (30) days' written notice on a pro-rata basis with other owners of facilities that use the Call Center to indemnify Seller from unanticipated or increased expenses incurred by Seller in the performance of services under this Agreement and resulting from regulatory assessments, tariffs or other increases in cost that Seller incurs as a result of any order, rule or regulation of the Federal Communications Commission, the Maryland Public Service Commission, Federal law or other regulatory authority, statutory authority or court having competent jurisdiction over such issues.

12. SCHEDULE OF PRICES.

12.1 The "number of transmissions" refers to combined total of all transmissions including those with a sequenced number, including retransmissions and cancellations, delivered to the Buyer in the current or future area serviced by the Call Center.

12.2 Price per transmission delivered each year by the Call Center to Buyer: One and 06/100 Dollar ($1.06). However, annually, and upon no less than thirty (30) days' written notice, the Seller may increase the price per transmission by the lesser of (i) three percent (3%) or (ii) the increase in the Consumer Price Index for the Greater Baltimore-Washington Metropolitan Region.

12.3 Surcharge for voice only service is two and 50/100 dollars ($2.50) per call.
Voice only service is not available for more than twenty (20) transmissions per month. Buyer is required to have automated equipment if transmission volume is more than twenty (20) per month.

Surcharge for fax only service is one and 00/100 dollars ($1.00) per call.
Fax only service is not available for more than twenty (20) transmissions per month. Buyer is required to have automated equipment if transmission volume is more than twenty (20) per month.

12.4 Research and/or litigation support: Seventy-Five and no/100 Dollars ($75.00) per hour (includes written documentation) portal to portal.

12.5 Database revision, reproduction, or manipulation: Seventy-Five and no/100 Dollars ($75.00) per hour (includes written documentation), four-hour minimum. Routine maintenance defined as work of one hour or less duration shall be at no charge.

12.6 Technical support on behalf of Buyer, its agents or third parties performing services, directly or indirectly, for Buyer shall be charged at the rate of One Hundred Fifty and no/100 Dollars ($150.00) per hour with a four (4) hour minimum. Seller may require a deposit against the work to be performed in one-hour minimum billable units.

12.7 A surcharge of ten cents ($.10) per ticket transmission will be charged to establish a Miss Utility Escrow Account to be used for advertising or other promotional costs. Seller shall not receive a fee for providing this service and does not guarantee the surcharge will remain constant during the life of the agreement.

12.8 The Ticket Check® system is provided pursuant to Maryland law for Maryland users. The current price for Ticket Check® is an additional six cents ($0.06) for every transmission received from the Call Center, including any and all types of re-transmissions. The user of the Ticket Check® system will receive a no-response, or a subsequent no-response ticket, on every appropriate day during the life of the ticket that a response has not been received by the automated system. Each and every no-response subsequently delivered will be at the same price as original tickets and will bear the additional Ticket Check® fee. No advertising fees will be accumulated for these types of notices. The price for the Ticket Check® system is not guaranteed.

12.9 Enhancements to any call center process required by the users of the Miss Utility system or the requirements of the Maryland Public Service Commission or the State of Maryland will be implemented and shared pro-rata among all the facility owners who use the Call Center.

12.10 Buyer agrees that it will use the ITIC (Internet ticketing application) process for processing locates either for itself or by its agents. Seller may at its sole discretion assess a Three and no/100 ($3.00) fee for any locate request not processed through ITIC. ITIC terms and conditions are provided through the Internet at www.missutility.net.

13. MISCELLANEOUS.

13.1 This Agreement supersedes all prior agreements between and among the parties hereto regarding the subjects addressed herein and all prior and concurrent agreements are merged herewith, there being no other agreements except as expressed herein.

13.2 The construction, interpretation and performance of this Agreement shall be governed by and construed in accordance with the domestic laws of the State of Maryland, without regard to its conflicts of law principles.

13.3 Neither Seller nor Buyer shall be held responsible for any delay or failure in performance hereunder caused by fire, embargoes, requirements imposed by Government regulation, civil or military authorities, and acts of God or by the public enemy or other similar causes beyond such party's control.

13.4 This Agreement shall constitute the entire agreement between the parties and may not be modified or rescinded except by writing and signed by both parties.

13.5. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be unenforceable in any respect, such unenforceability shall not affect any other provisions of the Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions never had been contained herein.

13.6 This Agreement may not be assigned without the prior written consent of Seller or Buyer.

13.7 Buyer's failure at any time to enforce any of the provisions of this Agreement or any right or remedy available hereunder or at law or equity, or to exercise any option herein provided will in no way be construed to be a waiver of such provisions, rights, remedies or options or in any way to affect the validity of this Agreement. Buyers' failure to exercise any rights, remedies or options provided hereunder or at law or equity shall not preclude or prejudice the exercising thereafter of the same or any other rights, remedies or options.

13.8 The headings of the clauses contained herein are inserted for reference purposes only and not a part of this Agreement and in no way define, limit or describe the scope of this Agreement or the intent of any portion thereof.

ONE CALL CONCEPTS, INC.
ONE-CALL CENTER SERVICE AGREEMENT

SIGNATURE PAGE

For Buyer: CITY OF HAGERSTOWN	For Seller:
_____ BY: Eric B. Deike	One Call Concepts, Inc. (Company Name)
_____ (Authorized Signature)	_____ (Authorized Signature)
_____ (Print Name)	Jennifer Arroyo (Print Name)
Director of Public Works (Title)	General Manager (Title)
_____ (Date)	_____ (Date)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: National Settlement Agreement with Purdue/Sackler to Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_for_Purdue_Sackler_Settlement_Aug_2025.pdf	Motion and Resolution - National Settlement Agreement - Purdue/Sackler

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **August 26, 2025**

TOPIC: **Approval of a Resolution: National Settlement Agreement with Purdue/Sackler**

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

MOTION: I hereby move for Mayor and Council approval of a resolution authorizing, approving and directing the Mayor to enter into a National Settlement Agreement with Purdue/Sackler to benefit the City in connection with litigation against contributors of the opioid addiction crisis. The Mayor is further authorized to execute and deliver any additional documentation, including but not limited to the Governmental Entity Settlement Agreement Release.

The approvals in paragraphs 2 – 4 of the resolution are expressly contingent upon the City's receipt of written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement(namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State).

DATE OF PASSAGE: 08/26/2025
EFFECTIVE DATE: 08/26/2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION OF THE CITY OF HAGERSTOWN, MARYLAND ("CITY") AUTHORIZING, APPROVING AND DIRECTING THE MAYOR TO ENTER INTO A NATIONAL SETTLEMENT AGREEMENT WITH PURDUE/SACKLER TO BENEFIT THE CITY IN CONNECTION WITH LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS

RECITALS

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

WHEREAS, the City has experienced and is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse;

WHEREAS, the City has retained various Law Firms ("the National Consortium") to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City;

WHEREAS, as a result of said litigation, the City has entered into two (2) national Allocation Agreements, both effective July 21, 2021, whereby **Distributor Defendants** AmerisourceBergen, Cardinal Health and McKesson and **Manufacturer Defendant** Janssen have agreed to pay the settling Plaintiffs (the "National Settlement Agreements");

WHEREAS, as an additional result of said litigation, and upon the recommendation of the National Consortium, the City entered into five (5) additional national settlement agreements with the following defendants: (1) **Teva;** (2) **Allergan**; (3) **Walgreens;** (4) **Walmart**; and (5) **Kroger Company**.

WHEREAS, the State of Maryland on behalf of the City and other subdivisions has continued litigation against defendant **CVS**;

WHEREAS, Defendants **Purdue Bankruptcy Estate** and the **Sackler Family** (collectively "the Purdue Plan") have proposed settlements of: (1) $1.5 Billion from the Purdue Bankruptcy Estate and (2) $6.5 Billion from the Sackler Family;

WHEREAS, the opt in deadline for the **Purdue Plan** is September 23, 2025;

WHEREAS, the opt in deadline for signing the **Governmental Entity Settlement Agreement** as to the **Sackler Family** is September 30, 2025;

WHEREAS, the City's National Consortium Counsel and Local Counsel both recommend that the City accept the terms of the **Purdue Plan** and also sign the **Governmental Entity Settlement Agreement**;

WHEREAS, this Resolution is intended to authorize the Mayor of the City of Hagerstown to enter into the Purdue Plan with Defendants **Purdue Bankruptcy Estate** and the **Sackler Family** and sign the **Governmental Entity Settlement Agreement**; and

WHEREAS, as a condition of entering into the Purdue Plan or signing the Governmental Entity Settlement Agreement, the City must receive written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement (namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND, AS ITS DULY CONSTITUTED LEGISLATIVE BODY AS FOLLOWS:

Section 1. The aforegoing recitals be and are hereby incorporated herein by reference; and

Section 2. The City hereby authorizes and approves the entry into the Purdue Plan with Defendants **Purdue Bankruptcy Estate** and the **Sackler Family**;

Section 3. The City further authorizes and approves the entry into any State Subdivision Agreements required to receive its share of the Purdue Plan set forth in Section 2 of this Resolution.

Section 4. That the Mayor be and is hereby authorized to execute and deliver any additional documentation, including but not limited to the **Governmental Entity Settlement Agreement Release** and take any additional steps (including but not limited to emailing vote to the Consortium and submitting documents through DocuSign from Rubris) necessary to effectuate the purpose of this Resolution.

Section 5. *That the approvals in Paragraphs 2 – 4 are expressly contingent upon the City's receipt of written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement (namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State). Should the State fail to provide said written confirmation, then the approvals set forth in this Resolution shall be null and void.*

Section 6. BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval.

ATTEST:

MAYOR AND COUNCIL

_____

Donna K. Spickler, City Clerk

_____

William B. McIntire

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: National Settlement Agreement with Eight (8) Defendants to Benefit the City in Connection with Litigation Against Contributors of the Opioid Addiction Crisis

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_for_Eight_Defendants_Settlement_Aug_2025.pdf	Motion and Resolution - National Settlement Agreement with 8 Defendants

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **August 26, 2025**

TOPIC: **Approval of a Resolution: National Settlement Agreement with Eight (8) Defendants**

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

MOTION: I hereby move for Mayor and Council approval of a resolution authorizing, approving and directing the Mayor to enter into a National Settlement Agreement with eight (8) defendants (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma, and Zydus) to benefit the City in connection with litigation against contributors of the opioid addiction crisis. The Mayor is further authorized to execute and deliver any additional documentation, including but not limited to signing the Participation Form and submitting documents necessary to effectuate the purpose of this resolution.

The approvals in paragraphs 2 – 4 of the resolution are expressly contingent upon the City's receipt of written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement (namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State).

DATE OF PASSAGE: 08/26/2025
EFFECTIVE DATE: 08/26/2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION OF THE CITY OF HAGERSTOWN, MARYLAND ("CITY") AUTHORIZING, APPROVING AND DIRECTING THE MAYOR TO ENTER INTO A NATIONAL SETTLEMENT AGREEMENT WITH EIGHT (8) DEFENDANTS TO BENEFIT THE CITY IN CONNECTION WITH LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS

RECITALS

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

WHEREAS, the City has experienced and is experiencing serious Opioid use as a result of the ready availability of the drug and its abuse;

WHEREAS, the City has retained various Law Firms ("the National Consortium") to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City;

WHEREAS, as a result of said litigation, the City has entered into two (2) national Allocation Agreements, both effective July 21, 2021, whereby **Distributor Defendants** AmerisourceBergen, Cardinal Health and McKesson and **Manufacturer Defendant** Janssen have agreed to pay the settling Plaintiffs (the "National Settlement Agreements");

WHEREAS, as an additional result of said litigation, and upon the recommendation of the National Consortium, the City entered into five (5) additional national settlement agreements with the following defendants: (1) **Teva;** (2) **Allergan**; (3) **Walgreens;** (4) **Walmart**; and (5) **Kroger Company**.

WHEREAS, the State of Maryland on behalf of the City and other subdivisions has continued litigation against defendant **CVS**;

WHEREAS, Defendants **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus** (collectively "the Eight Defendants") have proposed settlements of: (1) $844 Million in cash and (2) $344 Million in medications;

WHEREAS, the opt in deadline for the **Eight Defendants' Plan** is October 1, 2025;

WHEREAS, the City's National Consortium Counsel and Local Counsel both recommend that the City accept the terms of the **Eight Defendants' Plan**;

WHEREAS, this Resolution is intended to authorize the Mayor of the City of Hagerstown to enter into the Settlement Plan with Defendants **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus**; and

WHEREAS, as a condition of entering into the Eight Defendants' Plan, the City must receive written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement (namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State).

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND, AS ITS DULY CONSTITUTED LEGISLATIVE BODY AS FOLLOWS:

Section 1. The aforegoing recitals be and are hereby incorporated herein by reference; and

Section 2. The City hereby authorizes and approves the entry into the Plan with the Eight Defendants **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus**

Section 3. The City further authorizes and approves the entry into any State Subdivision Agreements required to receive its share of the Eight Defendants **Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun Pharma and Zydus** Plan set forth in Section 2 of this Resolution.

Section 4. That the Mayor be and is hereby authorized to execute and deliver any additional documentation, including but not limited to the and take any additional steps (including but not limited to signing the Participation Form and submitting documents through DocuSign from Rubris) necessary to effectuate the purpose of this Resolution.

Section 5. *That the approvals in Paragraphs 2 – 4 are expressly contingent upon the City's receipt of written confirmation from the State of Maryland that it will honor the division set forth in the initial State-Subdivision Agreement (namely 70% of all proceeds to the subdivisions and 30% of all proceeds to the State). Should the State fail to provide said written confirmation, then the approvals set forth in this Resolution shall be null and void.*

Section 6. BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval.

ATTEST:

MAYOR AND COUNCIL

_____

Donna K. Spickler, City Clerk

_____

William B. McIntire

Date of Introduction: August 26, 2025
Date of Passage: August 26, 2025
Effective Date: August 26, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Access Easement to Columbia Gas - 441 S. Potomac Street and Alley #2-106

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_-_Columbia_Gas_easement.pdf	Motion and Resolution - Easement to Columbia Gas

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: Resolution – Granting of an access easement to Columbia Gas of Maryland

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

MOTION: I hereby move to approve a resolution to grant an access easement to Columbia Gas of Maryland across City property near 441 South Potomac Street and Alley #2-106.

DATE OF INTRODUTION: 8/26/2025
DATE OF APPROVAL: 8/26/2025
EFFECTIVE DATE: 8/26/2025

CITY OF HAGERSTOWN, MARYLAND

AN RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT BY AND AMONG THE CITY OF HAGERSTOWN, MARYLAND AND COLUMBIA GAS OF MARYLAND, INC. FOR USE OF LAND NEAR ALLEY 2-106

RECITALS

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

WHEREAS, Columbia Gas of Maryland, Inc. a Delaware Corporation authorized to conduct business in the State of Maryland, operates a facility within the City of Hagerstown, and has need to access its property from South Potomac Street and Alley 2-106;

WHEREAS, the City has agreed, for no monetary consideration, but for other good and valuable consideration, the receipt of sufficiency of which is acknowledged to convey an access easement to Columbia, as depicted on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement.

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

1. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement between the City and Columbia Gas of Maryland, Inc., a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

Date of Introduction:	August 26, 2025	PREPARED BY:
Date of Passage:	August 26, 2025	SALVATORE & MORTON, LLC
Effective Date:	August 26, 2025	CITY ATTORNEY

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland ("Grantor") and **COLUMBIA GAS OF MARYLAND, INC.** a Delaware corporation qualified to conduct business in the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for no monetary consideration but for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress across, over and under the following described sixteen (16) foot wide strip of land, containing 2319 square feet, more or less, situate in Election District No. 3 of Washington County, Maryland, near South Potomac Street, and more particularly described as follows:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North 83° 56' 29" West a distance of 144.48' to a point thence South 7° 15' 36" West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South 83° 56' 29" East to a point on the western right of way of alley 2-106, thence North 4° 10' 56" East to the point of beginning and containing 2319 square feet m/l.

The above-described easement is graphically depicted as "Proposed Access Easement" on a drawing dated August 8, 2025, and attached hereto as Exhibit A, consisting of one page, which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein granted is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the easement area clear so as not to cause backups or damage to Alley 2-106, Alley 2-106 and/or to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.

2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the other directly or through others, erect any gate, fence, building or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water, or otherwise alter the easement area. In the event a party removes any

obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc. resulting from injuries, including death, damages and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the easement.

4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successor and assigns.

5. This Deed of Easement is conveyed together with the right to excavate, repair, and/or replacement of the easement; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

6. The Grantor shall be entitled to use the easement for the purpose of access a parking area for its Public Works Department located south of the easement.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST: COLUMBIA GAS OF MARYLAND, INC.

_____ By: _____(SEAL)

Printed name and Title_____

ATTEST: MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND

_____ By: _____(SEAL)

Donna K. Spickler, City Clerk William B. McIntire, Mayor

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire, Mayor of the City of Hagerstown, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the aforegoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this _____ day of _____, 2025, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, the _____ **of Columbia Gas of Maryland, Inc.,** who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said limited liability company, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

_____
Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

_____
Jason Morton

Mail to:

City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740

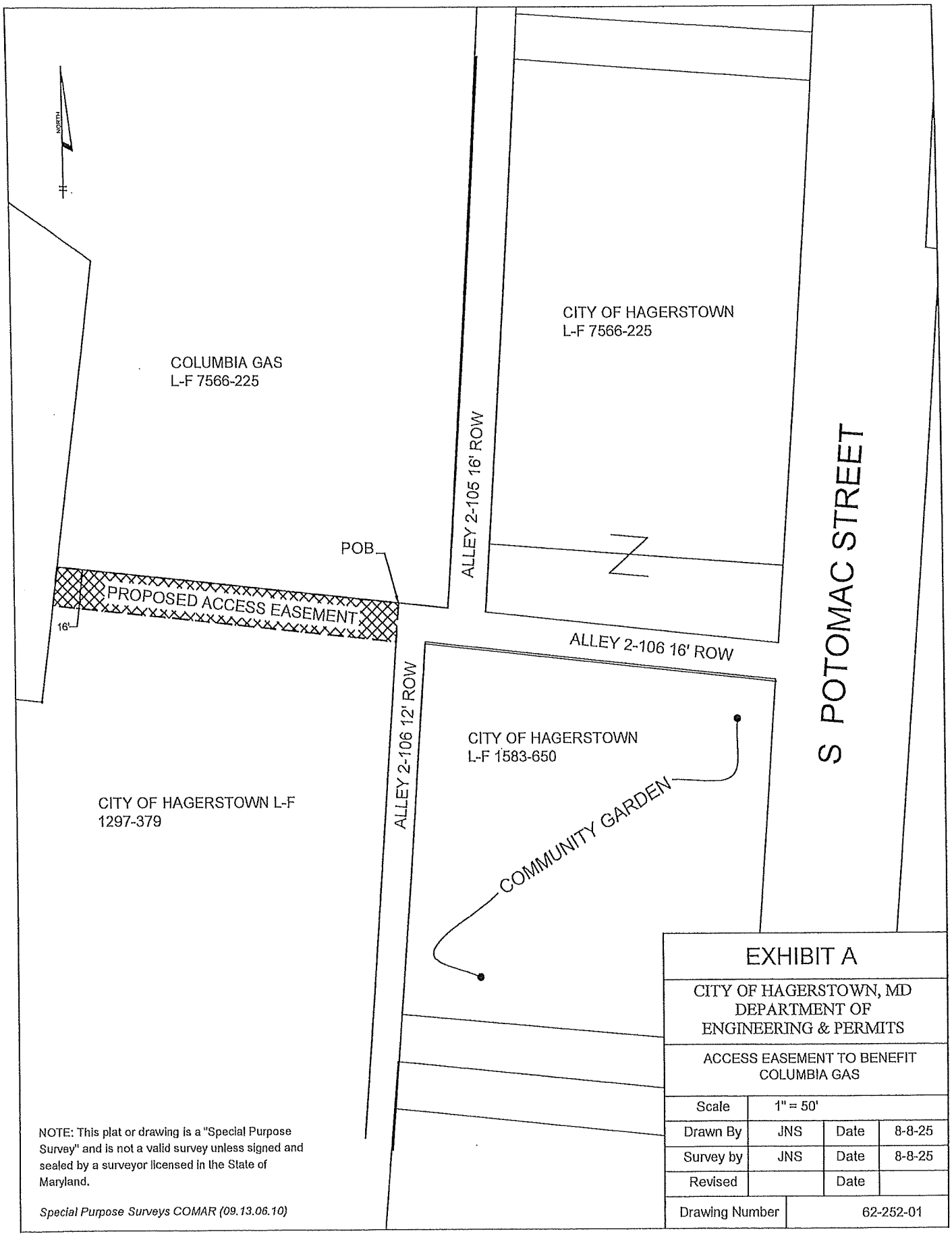

EXHIBIT A

CITY OF HAGERSTOWN, MD
DEPARTMENT OF
ENGINEERING & PERMITS

ACCESS EASEMENT TO BENEFIT
COLUMBIA GAS

Scale	1" = 50'		
Drawn By	JNS	Date	8-8-25
Survey by	JNS	Date	8-8-25
Revised		Date	
Drawing Number	62-252-01		

NOTE: This plat or drawing is a "Special Purpose Survey" and is not a valid survey unless signed and sealed by a surveyor licensed in the State of Maryland.

Special Purpose Surveys COMAR (09.13.06.10)

Plot date: 8/8/2025 2:30 PM Filename: m:\drafting\dwgs\62-000 city property misc, & architectural\62-252 proposed easement columbia gas\dwg\proposed easement for columbia gas.dwg
Last Saved by: jswan

Property description for Columbia Gas easement:

Beginning at the northwesternmost corner of the right of way of alley 2-106, thence with the property line of Columbia Gas and the property of the City of Hagerstown, L-F 1297-379 the following two calls: North 83° 56' 29" West a distance of 144.48' to a point thence South 7° 15' 36" West a distance of 16 feet to a point, thence leaving the property of Columbia Gas South 83° 56' 29" East to a point on the western right of way of alley 2-106, thence North 4° 10' 56" East to the point of beginning and containing 2319 square feet m/l.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Two (2) Irrigation Meters for South Hagerstown High School Athletic Fields

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_IRRIGATION_METERS_SHHS_08262025.docx	MOTION SHHS IRRIGATION METERS
MEMO_WASTEWATER_DEDUCT_METER_SHHS_08122025.docx	MEMO SHHS IRRIGATION METERS
Allocation__2024_Usage_-_Wash_Co_BOE.pdf	BOE ALLOCATION
SOUTH_HIGH_USAGE.pdf	SOUTH HIGH USAGE

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **August 26, 2025**

TOPIC: Approval of Two Irrigation Meters South Hagerstown High School Athletic Fields

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

MOTION:

I hereby move for the Mayor and City Council to approve two irrigation meters for South Hagerstown High Athletic Fields in accordance with City Code § 240.69 Exemption of Sewer Service Charge which allows for a sewer deduct whenever it is established that the entire amount of water delivered through a meter does not and cannot enter the Hagerstown wastewater collection. The irrigation meter is further described in the attached Staff Memo dated August 7, 2025.

DATE OF INTRODUCTION: 08/26/2025
DATE OF PASSAGE: 08/26/2025
EFFECTIVE DATE: 08/26/2025

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: Wastewater Deduct Meters
South Hagerstown High School (SHHH)
1101 S Potomac Street

Date: August 7, 2025

City Code § 240-63.A states that the charges and rates for the use and service of the public sanitary sewer system of the City charged to the owners of every building, dwelling house or other property connected with or using such system within the corporate limits of the City of Hagerstown shall be based on the amount of water delivered to the property from a public or private water supply as determined by meter readings or established minimums in accordance with the schedule of sewer rents, rates and charges which the Mayor and Council of the City of Hagerstown shall from time to time fix, establish and adjust.

City Code does allow for exemptions for wastewater billing in Section 240-69 which states "Whenever it may be established that the entire amount of water delivered to any property through a metered line from either a public or private water supply does not and cannot enter the WPC system but is legally discharged or consumed in such a manner as not to impose on the WPC system, an exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to such measurable water consumption which may be undelivered to the WPC system, provided that it shall first be determined by the approving authority that this is in fact existing."

The City was approached by the Washington County Board of Education requesting consideration for a wastewater deduct meter (irrigation meter) associated with the irrigation of the athletic fields at South Hagerstown High School. The SHHS usage is approximately 7,400 GPD associated during the non-irrigation usage time frame (Oct – April). Based on historical usage patterns, the usage between May and September of each year increases to approximately 15,700 GPD. Irrigation water usage is estimated at approximately 53% of the total water usage.

With Mayor and City Council approval of an irrigation flow meters for SHHS, the Board of Education will install on their irrigation systems City approved bill accurate meters and radio transceiver units. There are two (2) irrigation systems installed at SHHS (main athletic field and the baseball field).

Staff will be at the August 12, 2025, Mayor and City Council meeting to discuss and answer any questions that may arise.

account	name	location	Water Usage	2024 Average	Allocation	Over/(Under) Allocation
9060777	BOARD OF EDUCATION	10435 DOWNSVILLE PIKE	1,141,000	3,126	14,276	(11,150)
9060742	BOARD OF EDUCATION	1101 S POTOMAC ST	4,632,000	12,690	13,660	(970)
4553297	BOARD OF EDUCATION	1101 S POTOMAC ST	226,800	621	1,600	(979)
5554448	BOARD OF EDUCATION	11101 HICKORY SCHOOL RD	519,800	1,424	4,800	(3,376)
9060838	BOARD OF EDUCATION	1200 PENNSYLVANIA AVE	3,247,100	8,896	7,648	1,248
5452465	BOARD OF EDUCATION	1221 S POTOMAC ST	409,000	1,121	4,800	(3,679)
4560581	BOARD OF EDUCATION	13 - S POTOMAC ST	144,800	397	3,000	(2,603)
9060833	BOARD OF EDUCATION	1300 MARSHALL ST	1,753,000	4,803	4,800	3
6161834	BOARD OF EDUCATION	1320 YALE DR	489,500	1,341	3,173	(1,832)
9060741	BOARD OF EDUCATION	1321 S POTOMAC ST	2,298,000	6,296	9,600	(3,304)
4767105	BOARD OF EDUCATION	1323 SALEM AVE	1,268,600	3,476	4,800	(1,324)
4960832	BOARD OF EDUCATION	1350 MARSHALL ST	349,700	958	4,800	(3,842)
6159440	BOARD OF EDUCATION	1546 MT AETNA RD	32,800	90	200	(110)
5553521	BOARD OF EDUCATION	17545 LINCOLNSHIRE RD	509,300	1,395	4,800	(3,405)
5469402	BOARD OF EDUCATION	18201 ROCKLAND DR	1,054,900	2,890	5,000	(2,110)
5756398	BOARD OF EDUCATION	19410 LONGMEADOW RD	386,400	1,059	4,800	(3,741)
5269392	BOARD OF EDUCATION	195 PANGBORN BLVD	759,300	2,080	4,800	(2,720)
9071701	BOARD OF EDUCATION	30 E MEMORIAL BLVD	404,900	1,109	6,400	(5,291)
4140617	BOARD OF EDUCATION	301 E MAGNOLIA AVE	286,400	785	4,800	(4,015)
9060751	BOARD OF EDUCATION	50 W OAK RIDGE DR	711,300	1,949	4,800	(2,851)
9070919	BOARD OF EDUCATION	7 S POTOMAC ST	118,800	325	1,600	(1,275)
4443499	BOARD OF EDUCATION	701 FREDERICK ST	32,500	89	4,800	(4,711)
9060903	BOARD OF EDUCATION	701 NORTHERN AVE	2,766,900	7,581	4,800	2,781
9060714	BOARD OF EDUCATION	820 COMMONWEALTH AVE	413,800	1,134	2,983	(1,849)
5755598	BOARD OF EDUCATION	901 NORTHERN AVE	584,900	1,602	4,800	(3,198)
			24,541,500	67,237	131,540	(64,303)

Read Date	Bill Usage	Avg Cons	Use Days	Allocation	13,660
07/22/2025	7,080	173	29	15,795	17,168
06/23/2025	5,510	132	32	92	
05/22/2025	3,205	92	31		
04/21/2025	2,600	75	32	18,730	8,919
03/20/2025	2,365	79	28	210	
02/20/2025	2,130	69	30		
01/21/2025	2,760	81	33		
12/19/2024	2,060	70	28		
11/21/2024	3,750	112	30		
10/22/2024	3,065	92	29		
09/23/2024	6,295	147	32	28,260	18,471
08/22/2024	7,995	190	30	153	
07/23/2024	6,970	178	29		
06/24/2024	3,855	108	32		
05/23/2024	3,145	92	30		
04/23/2024	2,475	80	29	16,915	8,017
03/25/2024	2,595	76	32	211	
02/22/2024	2,185	70	30		
01/23/2024	1,930	55	34		
12/20/2023	2,000	67	29		
11/21/2023	2,400	79	28		
10/24/2023	3,330	99	29		
09/25/2023	5,000	122	32	22,015	14,295
08/24/2023	6,035	156	30	154	
07/25/2023	4,140	119	29		
06/26/2023	3,690	100	31		
05/26/2023	3,150	89	32		
04/24/2023	2,960	83	32	15,330	7,300
03/23/2023	2,160	74	28	210	
02/23/2023	2,165	67	31		
01/23/2023	1,875	55	33		
12/21/2022	1,810	56	29		
11/22/2022	1,955	64	28		
10/25/2022	2,405	73	29		
09/26/2022	3,570	91	32	19,875	12,906
08/25/2022	6,760	154	30	154	
07/26/2022	5,060	145	29		
06/27/2022	2,035	57	32		
05/26/2022	2,450	69	31		
04/25/2022	1,755	52	32	6,795	5,480
03/24/2022	1,835	58	30	124	
02/22/2022	1,905	55	33		
01/20/2022	1,300	43	29		

Avg - Non Irrigation	7,429	GPD
Avg - Irrigation	15,710	GPD
Est. Irrigation Water	8,281	GPD
Percent Irrigation	53%	

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of FY26 Potential Employee Stipends: Transition to Bi-Weekly Pay Cycle

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
08.26.25_Motion_for_FY26_Employee_Stipends.pdf	Approval of Motion FY26 Employee Stipend

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: **Approval of FY26 Employee Stipend: Transition to Bi-Weekly Pay Cycle**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	___X___

MOTION:

I hereby move for Mayor and Council to approve the payment of a stipend equivalent to twenty (20) hours of each individual's base rate pay upon the transition to a bi-weekly pay cycle. This transition is expected to happen during first quarter of Calendar 2026 and is a one-time payment that will not be impacted by any future hourly rate adjustments. The following conditions apply:

1. Must be a regular full-time, part-time or seasonal employee at the time of transition to a bi-weekly pay cycle
2. Excludes any employee that tendered a resignation prior to the transition date
3. All applicable federal and state taxes will be deducted from this payment

The payment will be distributed to qualified employees on a Friday of the first week of no pay. Staff will return later in the fiscal year to provide an update of the actual cost by fund incurred. The funding source will be Fund Balance Reserves.

DATE OF PASSAGE: 8/26/2025
EFFECTIVE DATE: 8/26/2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Government Relations Engagement Agreement with Compass GR Partners

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Approval_of_Government_Relations_Engagement_Agreement_with_Compass_GR_Partners.pdf	Motion - Agreement with Compass Partners GR

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Approval of Government Relations Engagement Agreement with Compass GR Partners**

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

MOTION: I hereby move for Mayor and Council approval of a Government Relations Engagement Agreement with Compass GR Partners. As stated in the scope of work, Compass Government Relations Partners, LLC, will represent the City of Hagerstown with respect to the City's legislative priorities, issues affecting municipalities generally, as well as State budget requests.

The term of the agreement is August 1, 2025 to June 30, 2026 with fees of $ 48,000.00 to be covered in General Fund Legal Department operating budget.

DATE OF PASSAGE: 07/25/2023

COMPASS
GOVERNMENT RELATIONS

August 1, 2025

The Honorable Bill McIntire
Mayor, City of Hagerstown
City Hall
1 East Franklin Street
Hagerstown, MD 21740

RE: Government Relations Engagement Agreement – Maryland 2025-26

Dear Madame Mayor,

Thank you for the opportunity to continue to represent you with respect to government relations services. Compass Government Relations Partners, LLC ("Compass GR Partners") will perform the services as set forth in the following documents (the "Contract Documents"):

- Scope of Work and Services
- Terms & Conditions

By countersigning below, you are agreeing to be bound by the terms and conditions of the Contract Documents.

We will provide you with prompt, high-quality, cost-effective government relations representation. If at any time you believe that Compass GR Partners is not providing you the best possible services, please do not hesitate to contact me on my cell phone at 410-428-2301.

Sincerely,
COMPASS GOVERNMENT RELATIONS PARNTERS, LLC

By: _____
Tyler Bennett, Principal

READ, UNDERSTOOD, AND AGREED: I agree to engage Compass GR Partners, for government relations services as set forth above and in the Contract Documents, and agree to be, jointly and severally, bound by the same.

City of Hagerstown

By: _____ _____
William B. McIntire, Mayor Date

Scope of Work & Services

Client: City of Hagerstown

Scope of Work: Represent the City with respect to the City's legislative priorities, issues affecting municipalities generally, as well as State budget requests.

Services:

(1) Facilitate the pre-filing of legislation on which the City seeks to proactively engage.
(2) Facilitate meetings with legislative stakeholders regarding said legislation, including presiding officers, committee chairs, and other relevant legislators or staff.
(3) Assist with any bill hearing preparation and testify as needed.
(4) Advocate for inclusion of capital budget dollars for City projects in the Governor's Capital Budget with the Department of Budget & Management.
(5) Engage with the Governor's Office on both legislative and budget related matters.
(6) Engage state agency officials where necessary.
(7) Monitor all state legislation introduced during the 2026 General Assembly Legislative Session and report to the City regarding any relevant bill introductions.
(8) Monitor the legislative budget process on any City initiatives, as well as investigate grant opportunities.
(9) Engage on the City's behalf on any of the aforementioned bill introductions when necessary.
(10) Communicate with the Client on regular intervals on progress relating to the legislation offered, including interim discussions.
(11) Collaborate with other stakeholders on legislation and budget items where relevant.

Term: August 1, 2025 – June 30, 2026

Fees: $48,000

The amount payable will be twelve (11) equal monthly installments of $4,363.64 per month, beginning on August 1, 2025.

Compass GR Partners will complete and file federal, state, and local government lobby registration forms on your behalf. However, the cost will be invoiced to you and shall be incorporated into your fees owing to Compass GR Partners.

Terms and Conditions

The following terms and conditions shall be incorporated into the Compass Government Relations Partners, LLC ("Compass GR Partners") Government Relations Engagement Agreement (the "Agreement").

Assignment. Except as otherwise set forth herein, the Agreement may not be assigned by either party without the prior written consent of the other party.

Choice of Law & Jurisdiction. All disputes arising out of or relating to this Agreement and related Contract Documents shall be governed by, and construed in accordance with, Maryland law. Maryland is the exclusive jurisdiction for resolving any issues arising from this Agreement.

Confidentiality. Compass GR Partners will maintain the confidentiality of Client confidential information and not disclose such information to third parties without prior consent from Client, unless otherwise required to disclose such information by law.

Conflicts-of-Interest. Compass GR Partners represents an array of clients in different industries and different geographic areas, and conflicts invariably arise. Because of the fluid nature of government relations services, including, but not limited to legislative, regulatory, and administrative processes, potential or actual conflicts may not develop or be known until sometime after government relations representation has been undertaken.

If a conflict-of-interest arises with respect to the Scope of Work set forth in the Agreement, then the following protocols will be followed:

(1) The President of Compass GR Partners will assign and separate lobbyists so that each client receives the same caliber of government relations services without overlapping competing interests of another client.
(2) Client electronic and hard copy information will be secured and accessible only to those lobbyists assigned to the Client.
(3) The President or lead lobbyist for the Client will promptly communicate with the Client once a potential conflict of interest is identified to adopt further procedures, as may be necessary and appropriate.
(4) In the event that either conflicting client feels that Compass GR Partners cannot adequately represent both conflicting clients on the conflicting matter, then Compass GR Partners will work with one or both clients to obtain representation from another government relations firm for such conflicting matter.

Counterparts. This Agreement may be executed in counterparts including via electronic means, and all of which shall constitute one and the same instrument.

Fees. You agree to pay the fees and other costs invoiced to you within 30 days after receiving the invoice from Compass GR Partners. Fees and costs not paid within 30 days shall be considered late and a late fee of five percent (5%) of the amount outstanding owing as of such date, plus interest on such amounts shall accrue at a rate of twelve percent (12%) per annum compounding daily until paid in full. You agree to pay Compass GR Partners' attorneys' fees, filing fees, court costs, including the cost of any appeals, and related expenses to collect such fees and costs if not paid timely.

Independent Contractor. Compass GR Partners and Client have entered into this Agreement with the mutual understanding that Compass GR Partners and its members, lobbyists, and contractors (collectively, the "GR Team Members") are independent contractors and not employees of Client. Nothing in this Agreement shall be construed to make the GR Team Members an employee, partner, or joint venturer of the Client for any purpose.

Lobby Registrations. Compass GR Partners will complete and file the appropriate federal, state, and local government lobby registration forms on behalf of the Client. The cost of such registrations, if any, shall be incorporated into the Fees owing to Compass GR Partners from Client.

Non-Exclusive. This Agreement is for the non-exclusive use of one or more GR Team Members' services. Nothing contained herein shall prevent a GR Team Member from contracting to provide lobbying or other services to other clients on a non-exclusive basis, subject to the Conflict-of-Interest provisions herein.

Non-Waiver. No failure of either party to enforce any term, right or condition of this Agreement will be considered to be a waiver of the term, right or condition, or of a party's right to future enforcement of the term, right or condition.

Other Expenses. In addition to the cost of lobby registrations on your behalf, you agree to pay additional costs that may be associated with representation of you, including, but not limited to, travel/mileage to/from meetings, meals, and other incidental costs on your behalf, not to exceed $200 per month without your prior written consent.

Practice of Law. This Agreement and the individuals performing the Services on behalf of the Client under it are for the purposes of consultation, advice, and lobbying on legislative and regulatory issues. The Services under this Agreement do not include providing legal advice nor shall such Services constitute the practice of law, and the Client acknowledges the same. Further, Client acknowledges that legal services and the practice of law shall only occur if Client engages Compass Law Partners directly or via subcontract, and such legal services shall be as set forth more specifically therein.

Subcontracting. On behalf of the Client and with Client's prior approval, Compass GR Partners may subcontract with: (i) Compass Public Relations & Consulting Partners for public relations and grassroots advocacy services; and/or (ii) Compass Law Partners for specified legal services.

(October 24, 2022)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Acceptance of Grant: Chesapeake Bay Trust for Tree Planting

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Grant_Agreement_-_Chesapeake_Bay_Trust_Grant.pdf	Motion and Grant Agreement - Chesapeake Bay Trust

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: August 26, 2025

TOPIC: Acceptance of a grant from the Chesapeake Bay Trust for tree planting

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

MOTION: I hereby move to accept a grant from the Chesapeake Bay Trust to fund tree planting efforts in the City. This $50,000 grant will be matched by $27,750 in local funds from the Stormwater Protection program, and will be used to plant at least 130 trees in Fiscal Year 26.

DATE OF INTRODUTION: 8/26/2025
DATE OF APPROVAL: 8/26/2025
EFFECTIVE DATE: 8/26/2025

July 23, 2025

Mr. Scott Nicewarner
City Administrator
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740

Dear Mr. Nicewarner:

The Chesapeake Bay Trust (the Trust) thanks the City of Hagerstown for your proposal to the Urban Trees Award Program. The Trust received a high level of requests, over $11.7 million in requests for $8.6 million available in this round of the program. I am pleased to report approval of $50,000 to plant 130 trees in the City of Hagerstown.

Your award will be distributed as detailed in the award agreement attached. The payments are contingent on key elements that are required prior to the release of each payment as described in your award agreement. **Please carefully read your award agreement** and contact the Trust if you have questions.

Funds cannot be applied to expenses incurred prior to July 1, 2025.

The signed award agreement, and any other contingencies, and status and final reports must be submitted by logging into the Chesapeake Bay Trust Online System accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. The Trust reserves the right to cancel the award and apply funds to other projects if the requirements of the award agreement are not met by the due dates.

If you should have any questions regarding our decision, please feel free to contact the Program Officer Lianna Gomori-Ruben at (410) 974-2941 ext. 112. For questions regarding payment status, please contact finance@cbtrust.org. The Chesapeake Bay Trust greatly appreciates the time you invested in the proposal development and looks forward to working with you in the future.

Sincerely,

Jana Davis, Ph.D.
President

Award #: 26064
Project Leader: Mr. James Bender

Award Agreement between the Chesapeake Bay Trust
and the City of Hagerstown

This agreement is between the Chesapeake Bay Trust (the "Trust") and the City of Hagerstown (the "Awardee"). The total amount of the award for award number 26064 is $50,000. Delivery of this award is made through the Urban Trees Award Program and is subject to receipt by the Trust of a signed copy of this agreement which confirms that:

Award Amount and Description
The award is in the amount of $50,000 to plant 130 trees in the City of Hagerstown. By accepting this award, Awardee agrees that said monies will be used to accomplish deliverables with budgeted items as proposed in your application received on 3/6/2025, modified through any contingencies below, and approved in this agreement.

Period of Performance
The period of performance for this award is from 7/1/2025 to 12/15/2027.

Changes in Scope and Budget
Up to 10% of total project funds may be shifted from one of the high level budget categories (e.g., supplies, travel, etc.) to another, as long as the shift does not substantively modify the project's goals, objectives, milestones, or deliverables. Significant changes to project budget and/or scope must be approved by the Trust in advance of the change. Requests for approval of changes must be made by completing the Award Revision Request Requirement available in your online award portal. The following types of changes should trigger an Award Revision Request:

- Scope Changes:
  i. An alteration of the intent, goals, objectives, milestones, and/or deliverables of the project
  ii. A change in the physical location of a project
  iii. Changes in key personnel or key project partners
  iv. Changes in project deliverables are proposed in your original application and modified though any contingencies in this award agreement
  v. Changes in timeline in your original application or as any subsequently amended, including requests for no-cost extensions
- Budgetary Changes:
  i. Changes in budget that result in a greater than 10% shift in funds across high level budget categories (personnel, supplies, contractual, travel, field trip fees, other, and indirect costs)
  ii. Addition of a line item to the budget that falls under one of the seven high level budget categories that had not yet appeared in your budget (e.g., adding personnel when none had been approved previously or adding contractual services to the budget)
  iii. Budget changes that reflect an alteration of the intent of the project
  iv. Budget changes that reflect a change in the environmental benefit or impact of a project

Distribution of Funding
Funding will be distributed in phased payments as follows:

Phase 1 payment of $45,000 is for fall 2025 planting and maintenance. <u>This payment is contingent upon:</u>

i. Initiation and scheduling of a mandatory project initiation meeting within 45 days of the project start date with the Program Officer, and submission of a record of attendance by 8/20/2025 to document that the meeting was held. At the project initiation meeting, reporting requirements and project deliverables will be discussed;
ii. Submission by 8/20/2025 to the Trust of the signed award agreement;
iii. Submission by 8/20/2025 to and approval by the Trust of a planting plan, which includes a map demarcating identified planting sites and the native tree species to be planted. You can follow the example provided here: https://cbtrust.org/wp-content/uploads/Example-Planting-Plan.png; and

SHJ

Executive Officer Initials

JLB

Project Leader Initials

iv. Availability of state funding.

Contact the Trust for assistance with these contingencies. Funds will not be released until these contingencies are met.

Final Payment of $5,000. This payment is contingent upon:

- Registration of the trees planted in the previous phase to the Maryland Department of Environment's Five Million Trees Tracking Tool (Trust staff will help support this effort; contact the Program Officer for assistance).
- Submission to and approval by the Trust of your final report due on or before 12/15/2027. The final report shall include
  i. **Programmatic Report**: A status report using the Trust's status report form accessed through http://www.GrantRequest.com/SID_1520. The status report shall include a detailed description of the project. If the project involves a construction piece, include information about permit status, construction bid process, and construction scheduling. If the project involves an outreach piece, include information on how audiences have been identified and reached to date.
  ii. **Financial Report – FMS "Expenses" worksheet:** Information must be entered in the appropriate columns (see the "Expenses Instructions" worksheet) describing how the previous phase funds were spent plus the final 10% such that the full award amount, less any award monies not to be used, is reported. If unauthorized changes were made to the budget or deliverables without Trust approval you will be required to refund the award.
  iii. **Financial Documentation – Submission of invoices/receipts and an accounting of personnel costs:** Invoices/receipts and documentation of personnel expenses must be included in ONE PDF or other file. Each row entered into the FMS's "Expenses" worksheet must include a corresponding invoice/receipt/piece of documentation. Each individual invoice/receipt/piece of documentation must be numbered with the corresponding backup document numbers (Column A) in the FMS's "Expenses" worksheet and submitted in numerical order. Copies of timesheets associated with any personnel time supported by the award must be included. Institutions of Higher Education may provide, in lieu of timesheets, time and effort reporting documentation that complies with 2 CFR 200.430. Any invoices/receipts/pieces of documentation already submitted in reporting on a previous phase, if applicable, need not be resubmitted.
  iv. **Final Products:** Final products that include any additional other deliverables as outlined in your award application and as modified through any contingencies.
  v. **Photos of the Project:** For all projects that involve a construction element, submit before, during, and after construction photos. For all projects that involve an outreach or community engagement element, submit photos of engagement events.
- Availability of state funding.

Progress Reports
Progress reports on this project including a description of the tree planting progress, to date, are due to the Trust on or before the following deadlines:

1. 6/15/2026 and
2. 6/15/2027.

Submitting Documents/Requirements
The signed award agreement; other contingencies; record of attendances; and status, progress, and final reports are required to be submitted by logging into the Chesapeake Bay Trust Online System account accessed through the link https://www.grantrequest.com/SID_1520 with the same username and password used when you applied. Status, progress, and final report extension requests must be made using the Award Revision Request Requirement prior to the report due date. Depending on the circumstances, the Trust may or may not grant an extension. In cases where the Awardee fails to submit a status report, progress report, final report, or other requirement by the due date, the Trust reserves the right to terminate the award agreement and require a refund of funds already transferred to the Awardee.

Acknowledgement of Funder(s)
All public communications and promotion including press releases, print publications, signage, online messaging, etc. must acknowledge the Chesapeake Bay Trust and include the Trust's logo (available at www.cbtrust.org/logo). The program partner 5 Million Trees for Maryland who appears at the top of the cover letter to this Agreement must also be acknowledged using both name and logo (available at https://cbtrust.org/wp-content/uploads/MFF_5mil-trees-logo.png).

SAN _____ JLB _____

Executive Officer Initials Project Leader Initials

Indemnification
To the extent allowed by law, the Awardee agrees to indemnify and save harmless the Trust, its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the Awardee's negligence, negligent performance of, failure to perform its obligations, or otherwise caused by the Awardee's performance of the project under the terms of this agreement. If the Awardee uses contractors and subcontractors, the Awardee must require its contractors and subcontractors to indemnify and save harmless the Trust and its officers, employees, agents and representatives from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which are made against or incurred by the Trust arising from the contractor's or subcontractor's negligence or performance of the project.

Accidents or Emergencies
The Awardee must immediately report any accident/emergency to the Trust.

Termination
The Trust may terminate this award, in whole or in part, if you fail to comply with the terms and conditions of the award including statutory or regulatory requirements or if the award no longer accomplishes the program goals or aligns with funding entity priorities. In the event of termination of this award prior to completion, you shall immediately (unless otherwise directed by the Trust in its notice of termination) undertake all reasonable steps to wind down the project collaboratively with the Trust. Should suspension or termination of federal funding occur, you will be given as much time as possible to amass documentation of costs incurred and a properly prepared and substantiated invoice up to the date of termination; however, you must be ready to submit those costs within 7 days of notification by the Trust.

SAN

Executive Officer Initials

JLB

Project Leader Initials

By signing this award agreement, The Awardee agrees to comply with the terms and conditions of this agreement including status and progress report date(s), if applicable, and the final report date listed above and agrees to return funds if a complete report is not submitted by the deadline. Awardee also agrees to comply with terms and conditions included in the proposal submission and that all work will be conducted in accordance with appropriate Federal, state and local laws.

Failure to submit report(s)/requirement(s) by the deadline may affect continuance of this award and will affect eligibility of future awards.

The undersigned who is (are) fully authorized in the premises of the City of Hagerstown accepts, subject to the terms and conditions in the above award agreement.

Return signed copy of the full award agreement, with each page initialed and full signatures on the last page*, by uploading a scanned copy to your Chesapeake Bay Trust Online System account accessed through the link https://www.GrantRequest.com/SID_1520 with the same username and password used when you applied. Please keep a copy for your records.

Signature of Executive Officer*	Title: CITY ADMINISTRATOR	Date: 8/12/25
Signature of Project Leader*	Title: CITY ENGINEER	Date: 8/12/25
Signature of Jana Davis, Ph.D. Award #: 26064	President Chesapeake Bay Trust Award Program: Urban Trees	7/23/2025 Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval to Accept the Entertainment District Security Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_HPD_Accept_Entertainment_District_Security_Grant.pdf	Motion: Entertainment District Security Grant

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: August 26, 2025

TOPIC: **Approval to Accept the Entertainment District Security Grant**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X__

MOTION: I hereby move for Mayor and Council approval to accept a State of Maryland Entertainment District Security Grant in the amount of $49,110.

This no-match grant will help to enhance real-time response capabilities and increase visible police presence in the Hagerstown Arts and Entertainment District.

DATE OF PASSAGE: August 26, 2025

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor

Maryland
GOVERNOR'S OFFICE OF CRIME PREVENTION AND POLICY

DOROTHY LENNIG
Executive Director

July 17, 2025

Chief Paul Kifer
Chief of Police
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: EDSG-2026-0005

Dear Chief Kifer:

I am pleased to inform you that your grant application submitted by **Hagerstown Police Department**, entitled **"FY 2026 Maryland's Entertainment District Security Grant,"** in the amount of $49,110.00 has received approval under the Entertainment District Security Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

> Hagerstown Entertainment District Security Project helps to enhance real-time response capabilities and increase visible police presence in the Hagerstown Arts and Entertainment District. The program would deploy Drone as a First Responder (DFR) units to provide live aerial surveillance during large gatherings and supports officer overtime for targeted patrol coverage. This initiative strengthens situational awareness, deters criminal activity, and improves public safety for residents and visitors. Program funds support personnel and equipment.

Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Zahra Isaacs**, your program manager, or **Dorothy Lee**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Rebecca Fetchu

7/17/2025

Governor's Office of Crime Prevention and Policy

Control Number: 52021
Regional Monitor: Isaacs, Zahra
Fiscal Specialist: Lee, Dorothy

Grant Award & Acceptance Form

Grant Award Number:	EDSG-2026-0005
Sub-recipient:	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant
Implementing Agency:	Hagerstown Police Department
Award Period:	**07/01/2025 - 06/30/2026**

CFDA: State General Funds

Funding Summary			
	Grant Funds	100.0 %	**$49,110.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$49,110.00**

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

State General Funds

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Dorothy J. R

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:

Signature of Authorized Official

Typed Name And Title

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

1 General and Special Conditions (Post-Award Instructions)

The General and Special Conditions included in a subaward packet serve as the Maryland Governor's Office of Crime Prevention and Policy's (GOCPP or Office) post-award instructions and procedures for managing and monitoring grants, regardless of the funding source. This subaward is subject to the General Conditions on the Office's website (https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf) and any Special Conditions accepted by the Subrecipient's Authorized Official, Project Director, and Fiscal Officer. Please refer to General Condition 21 for more information.

Additional guidance on each program's Notice of Funding Availability (NOFA) and the SFY 2026 Grant Management System (GMS) Application Instructions (https://gocpp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf) are available on the Office's website at: https://gocpp.maryland.gov/programs/.

Note: The Office has made substantive changes to the Narrative and Budget Requirements for each SFY 2026 Grant Program NOFA, GMS Application Instructions, GMS portal, grant conditions, and attachments. These conditions are subject to the revised 2 Code of Federal Regulations (C.F.R.) Part 200, which are applicable for subawards issued on or after October 1, 2024. Please refer to the U.S. Department of Justice (DOJ) and the U.S. Department of Health and Human Services (DHHS) implementation timelines for further details on the adoption of 2 C.F.R. Part 200. https://www.ojp.gov/funding/part200uniformrequirements and https://acf.gov/grants/manage-grant/grant-award/award-terms

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to all applicable provisions of Title 1 Subtitle 4 of the Code of Maryland Regulations (COMAR), relevant Code of Federal Regulations (C.F.R.), and requirements of the funding source. For current information on C.F.R. please visit https://www.ecfr.gov/.

Note: The Office reserves the right to impose additional Special Conditions, as necessary, during the subaward period of performance. Please refer to the grant award letter available in the electronic GMS.

3 Federal Financial Guide

In addition to post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements outlined in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, as applicable. The subrecipient must also adhere to any additional terms and conditions instructed by the Office. The DOJ Financial Guide is available at: https://www.ojp.gov/funding/financialguidedoj/overview.

4 Subaward Period of Performance

Upon approval by the Office, the submitted application will result in a subaward for the period specified in the subaward packet. The subaward does not constitute a commitment for funding prior to or beyond the stated period. The subaward may be terminated by either party with written notice to the terminated party within 30 CALENDAR DAYS. If the subaward is terminated before the end of the funding period, a financial accounting of both current quarterly and year-to-date expenses must be submitted within 60 calendar days. Please refer to General Condition 32 for more information.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload all required signed documents to the electronic GMS. The Grant Award and Acceptance Form, which includes the original signature of the Executive Director of the Office, must be signed by the Authorized Official listed in the submitted application (electronic signature is acceptable). This document must be uploaded within 30 CALENDAR DAYS of receipt of the award packet.

The Authorized Official may be the County Executive, Duly Authorized Official of the local unit of government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or, in cases where agencies are permitted to apply directly, the head of the agency receiving the subaward.

Failure to submit the signed acceptance documents within the specified timeframe may result in the subaward being canceled. Late submission will be accepted on a case-by-case basis and may lead to increased risk designation, additional monitoring requirements, delayed project implementation and reimbursement, de-obligation of funds, and/or termination of the subaward.

If the subrecipient chooses not to accept the subaward, a written notification must be provided to the Office within 30 CALENDAR DAYS of receiving the award packet. The subrecipient may also request to cancel the subaward after acceptance by submitting a formal written request to the Office. In either case, no expenditures incurred prior to or after the effective cancellation date will be eligible for reimbursement, and all unspent funds must be de-obligated.

Acceptance of this subaward constitutes a binding commitment to carry out the project as described in the approved application, and to comply with all applicable terms and conditions.

6 Special Conditions

It is important that the subrecipient carefully reviews all Special Conditions of the subaward. The Authorized Official must initial each Special Condition page in the bottom right-hand corner to acknowledge receipt and agreement. All initialed Special Condition pages must be uploaded to the GMS within 30 CALENDAR DAYS of receipt of the award packet.

If you have any questions or require clarification, please contact your GMS assigned Fund Manager, whose name is specified in your award packet.

7 Notification of Project Commencement Form

The Notice of Project Commencement Form must be initialed in the Award Information Verification section and signed at the bottom, preferably by the Project Director. If the Project Director is unavailable, the Fiscal Officer or Authorized Official may sign the form.

The signed and initialed form must be uploaded to the GMS within 30 CALENDAR DAYS of receiving the award packet. Please note that the subrecipient's progress report modules will remain inaccessible until the following documents are submitted in the GMS:

- Grant Award and Acceptance Form
- Special Conditions
- Notification of Project Commencement Form

Note: If the project will not commence within 45 calendar days of the start of the period of performance, the subrecipient must submit a General Grant Adjustment Notice (GAN) in the GMS for review and approval. Please note that a delay in the project start date does not impact the end date.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
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Grant Award - General Conditions

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8 Subrecipient Organizational Capacity Questionnaire (SOCQ)

This questionnaire serves as a pre-award assessment tool to help determine the appropriate level of subrecipient monitoring and post-award technical assistance. The completed questionnaire must be uploaded and available in the GMS prior to the award.

All applicants must ensure that the required documents are uploaded in the GMS prior to the award notification. For additional guidance, please refer to Section 12 of the GMS Application Instructions.

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are strongly encouraged to view the Office's GMS Training Videos, which are available at: https://gocpp.maryland.gov/grants/gms-help-videos/. These videos provide step-by-step guidance on key grant functions, including application submission, Grant Adjustment Notices (GANs), and progress reporting during the period of performance.

For technical assistance with the GMS during business hours, subrecipients may contact the Office's GMS Help Desk support team at: support@goccp.freshdesk.com.

Additionally, a recorded webinar on Grants Management and Program Development Training is available on the Office's grants page (https://gocpp.maryland.gov/grants/). This resource is a best practice reference tool designed to assist in onboarding grants management staff and cover activities from pre-award through post-award, including recent revisions to the 2 C.F.R. Part 200, effective October 1, 2024.

10 Post-Award Documentation and Grant Adjustment Notification

Following award acceptance, all finalized contracts must be uploaded to the GMS and approved by the Office prior to requesting reimbursement for any related expenses.

For conference and training, logistical details must be submitted to the Office for review and approval as soon as the information becomes available. This includes dates, times, and locations of each event, which must be provided at least 30 days in advance.

To submit this information, subrecipients must initiate a Budget GAN in the GMS. The GAN should include all event logistics, as well as any adjustments to costs, fees, and rates with appropriate justification.

For additional post-award requirements and guidance, please refer to the GMS Application Instructions.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in the subaward packet and outlines the expenses authorized for the project. Please note that this budget may differ from the version submitted in the original application and reflects the Office's final approval of allowable project costs.

Any delays in hiring project personnel must be reported in writing to the assigned Regional Monitor for the applicable funding source within 30 calendar days of receiving the subaward packet. If project personnel are not hired within 45 calendar days, the associated personnel allocations may be de-obligated at the discretion of the Office.

Subrecipients are strongly encouraged to evaluate and, if appropriate, reallocate or de-obligate any cost savings resulting from delayed hiring to support other approved project activities. Any proposed changes must be submitted through a Budget GAN in the GMS for review and approval.

Please refer to General Condition 12 for additional guidance.

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
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12 Personnel Costs

Salary related expenses, wages, and fringe benefits must be supported by records that accurately reflect the work performed and must comply with the organization's established policies and procedures, as outlined in 2 C.F.R. §200.430 (Compensation – Personnel Services) and 2 C.F.R. §200.431 (Compensation – Fringe Benefits).

The use of percentages to claim personnel costs is not allowable. Supporting documentation must include timesheets or time and effort reports that reflect the actual time worked on allowable grant-funded activities. Records must be signed by a supervisor.

Payroll records may be used and shall include a certified after-the-fact distribution of the employee's actual work activities during the applicable financial reporting period.
The certification statement must:

- Reflect the dates and number of hours charged to the grant;
- Describe the specific grant-funded activities performed;
- Be signed and dated by the supervisor; and
- Include the grant number.

For additional guidance on time and effort reporting requirements, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/time-and-effort-reports/.

13 Consultant Rates

The requirements related to consultant compensation apply to all awards issued by the Office, regardless of the government funding source, State or Federal.

The maximum allowable rate for consultant services is $81.25 per hour or $650 per day. Requests for rates exceeding this threshold will be considered on a case-by-case basis and require prior written approval from the Office.

For additional guidance on requesting prior approval, please visit: https://gocpp.maryland.gov/wp-content/uploads/preauth-for-consultant-fees.pdf.

Note: Any consultant charges above the established maximum rate that are incurred prior to receiving written approval from the Office will be disallowed and not eligible for reimbursement.

14 Procurement

If a subrecipient does not have its own written procurement guidelines, it must follow the State of Maryland Procurement Policy and Procedures, which include the consideration of Minority Business Enterprises (MBE). To view the Maryland Procurement Manual and/or the directory of certified MBEs, please visit: https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/ and/or https://marylandmdbe.mdbecert.com/.

In accordance with 2 C.F.R. §200.319, all procurement transactions must be conducted in a manner that promotes full and open competition. Additionally, under 2 C.F.R. §200.321, subrecipients must ensure that minority businesses, women's business enterprises, small businesses, and labor surplus area firms are considered in the procurement process.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

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15 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals (RFPs), bid solicitations, or other procurement requests, all subrecipients must clearly disclose that the potential purchase is being funded in whole or in part with government grant funds.

The following language may be used as an example: "This project is funded by the Governor's Office of Crime Prevention and Policy under subaward number BARM-2025-9000."

This disclosure ensures transparency and compliance with both State and federal grant requirements.

16 Property Inventory Report Form

Submission of the Property Inventory Reporting Form (PIRF) is required with each financial reimbursement request that includes the purchase of equipment with an acquisition cost of $10,000 or more per unit, as approved under this subaward. The PIRF is included in the Project Director's award packet.

For Body Armor subawards (BARM and BPVP), subrecipients must also refer to the Special Conditions specific to those awards regarding PIRF submission requirements. All other PIRF-related conditions remain unchanged.

For additional guidance on completing the PIRF, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/.

17 Supplanting

Supplanting is strictly prohibited under this subaward. Supplanting occurs when grant funds are used to replace State, local, or agency funds that were previously appropriated, budgeted, or otherwise intended for the same purpose for which this grant is awarded.

All expenditures paid with funds from the Office must supplement, not supplant, the subrecipient's existing budget. Any line item supported with grant funds must represent an enhancement to current services or resources and may not replace costs that were already included in the organization's approved or anticipated budget.

For additional guidance, please refer to the supplanting section of the DOJ Financial Guide, which is accessible at: https://www.ojp.gov/funding/financialguidedoj/overview.

18 Budgeted Cost-Share (Match) Above Standard Requirements

By accepting this subaward, the subrecipient affirms its commitment to meet the budgeted cost-share/match requirement (if applicable) as stated in the Grant Award and Acceptance Form. This amount may exceed standard requirements and must be maintained throughout the award period.

The subrecipient agrees to allocate and report cost-share expenditures during each applicable reporting period. The full budgeted cost-share amount, including any voluntary overmatch submitted, must be reported regardless of adjustments to the grant-funded portion or other financial modifications.

Any proposed changes to the cost-share requirements must be submitted as a Budget GAN through the GMS and are subject to prior written approval by the Office.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
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Grant Award - General Conditions

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19 Expended Grant Funds During Award Period

All grant funds associated with this subaward, as well as any required cost-share/match funds (if applicable), must be encumbered, obligated, or expended by the end of the subaward period, including any pre-approved extensions. Obligations may include requisitions, purchase orders, or executed contracts, while expenditures refer to actual payments of invoices.

The Period of Liquidation is the 30 calendar days following the subaward end date, during which subrecipients may liquidate (i.e., pay) any properly obligated funds. No new obligations may be incurred during this period.

Failure to expend or liquidate encumbered funds within this timeframe may result in denied reimbursement and/or the de-obligation of unspent funds. In such cases, any remaining obligations will become the sole responsibility of the subrecipient.

Governor's Office of Crime Prevention and Policy

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Grant Award - General Conditions

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20 Modifications to Subaward and Grant Adjustment Notices (GAN)

Depending on the nature of a requested modification, subrecipients may be required to submit a General GAN, a Budget GAN, or both. Only one active GAN of each type may be open in the GMS at any given time. To avoid delays or denial of retroactive changes, subrecipients should submit GANs as early as possible and avoid after-the-fact requests, which will only be reviewed in extenuating circumstances, at the discretion of your assigned Funding Manager.

Authorized GAN Submitters: GANs must be submitted in the GMS by one of the following individuals:
- Project Director
- Fiscal Officer
- Authorized Official
- Pre-approved Alternate Authorized Signatory

GANs submitted by unauthorized individuals will be returned without review.

Types of GANs: There are two types of GANs:

1. General GAN: A General GAN must be submitted for any non-budgetary changes, including but not limited to:
- Project scope modifications
- Changes to the performance period
- Changes to personnel or roles listed on the GMS Face Sheet
- Addition or transfer of professional/consultant services
- Alteration to goals, activities, or outcomes.

If a budget modification is also required to support changes proposed in the General GAN, a separate Budget GAN must be submitted in addition.

2.Budget GAN: A Budget GAN must be submitted for any changes to the approved project budget, including:
- Reallocating funds among existing line items
- Adding new line items
- De-obligating funds
- Requesting additional funding

All Budget GANs must include sufficient justification, detailing:
- The source of any savings or unused funds
- The rationale and need for each increased or new budget item

GAN Approval Timeline: Subrecipients should submit GANs at least 30 CALENDAR DAYS prior to the end of the award period to allow adequate time for Office review and approval. GAN activity may not begin until written approval is received from the Office via an automated email from goccpgms.daemon@maryland.gov. GAN requests will not be accepted by phone, fax, or email.

Administrative GAN Exceptions: Requests submitted within 30 days prior to the end of the award period will be considered only under extenuating circumstances and must be pre-approved by your assigned Funding Manager. A written request for exception must be emailed to the Funding Manager and include:
- A detailed explanation for the late submission
- Justification for each requested change (savings and reallocation)
- Updated performance, progress, and financial reports as applicable

Note: All GAN documentation submitted to the Office is subject to the Maryland Public Information Act (PIA).

Governor's Office of Crime Prevention and Policy

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21 Authorized Official/Alternate Authorized Official

The Authorized Official must have the legal authority to enter into binding agreements on behalf of the entity and to accept the terms and conditions of the subaward. For purposes of grant administration, the Authorized Official listed on the submitted application should be one of the following:

- County Executive
- Duly Authorized Official of the local unit of government
- Mayor
- Commissioner
- Town Administrator (if confirmed)
- President (if confirmed)
- Head of the agency receiving the subaward (if agencies are permitted to apply directly)

Change in Authorized Official: If there is a change in the Authorized Official, the entity must submit a signed letter on official letterhead to the Office via email at support@goccp.freshdesk.com. The letter must include:

1. Authorized Official's Contact Information: Full name, title, organization, mailing address, phone number, and email address.
2. Statement of Authority: A declaration that the individual is authorized to serve in this role, including their title and the effective date they assumed the position.
3. Signature: The letter must be signed and dated by the new Authorized Official.

Alternate Authorized Signatory: The Alternate Authorized Signatory is not the same as the Authorized Official. This individual is permitted to sign grant documents on behalf of the Authorized Official in certain situations. Eligible individuals may include:

- Authorized Point of Contact (head of a sub-unit, agency, department, or bureau)
- Project Director
- Fiscal Officer

To designate an Alternate Authorized Signatory, the Authorized Official must submit a signed letter (on official letterhead) to support@goccp.freshdesk.com with the following:

1. Contact Information: Full contact details of the Alternate Signatory.
2. Statement of Authorization: A clear statement granting the individual authority to act on behalf of the Authorized Official, including the purpose of the designation (e.g., to sign all award documents, in case of illness, leave, or personnel changes).
3. Signature of the Authorized Official: Signed and dated, acknowledging the designation.

Note: If the Alternate Authorized Signatory is to act on a permanent basis (e.g., sign all award documents at all times), please include supporting documentation, such as a copy of an Executive Order or meeting minutes reflecting the approval of the governing body.

Updating or Removing an Alternate Signatory: To update or remove an Alternate Authorized Signatory, follow the same procedure outlined above. Submit a formal letter stating the changes and rationale (e.g., personnel departure, role change, or updated permissions).

Governor's Office of Crime Prevention and Policy

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22 Issuance of Statements, Press Releases, or Other Documents

When issuing public statements, press releases, publications, or any related documents concerning this project, or when hosting conferences, seminars, workshops, or forums in connection with this project, the subrecipient must clearly acknowledge the source of funding and the role of the Office.

All materials and communications resulting from this project must include the following acknowledgement: "This project was funded by the Governor's Office of Crime Prevention and Policy under subaward number BJAG-20250-9000 [insert actual subaward number]. All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

The subrecipient is responsible for ensuring that this statement is prominently displayed in all applicable materials, both print and digital.

23 Reproduction and Sharing of Subaward and Project Materials

The Office reserves the right to reproduce, distribute, and share, with appropriate attribution, any and all materials, documents, or deliverables developed as a result of this subaward and its associated project activities.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with all applicable federal regulations, including 2 C.F.R. 200.303(e), and State laws concerning the privacy and confidentiality of client records, including any statistical information collected for research or programmatic purposes.

In accordance with 2 C.F.R. 200.303(e), the subrecipient is required to take reasonable measures, including cybersecurity controls and internal safeguards, to protect and secure all sensitive data, including personally identifiable information (PII), and any other information deemed confidential under applicable laws and policies.

Failure to implement adequate safeguards may result in corrective action, loss of funding, or other enforcement measures.

25 Use of Required Forms

All required forms must be generated and submitted electronically through the GMS. Only applications, reports, and related documents submitted via the GMS will be accepted, reviewed, and considered by the Office. Paper or emailed submissions will not be processed.

Governor's Office of Crime Prevention and Policy

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26 Online Submission of Quarterly Report Forms in line with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

Quarterly Reporting Requirements: All Quarterly Report Forms (Performance Measures, Progress Report, and Financial Reports) must be submitted in the GMS by authorized users only. Authorized users include the Project Director, Fiscal Officer, Authorized Official, and any approved Alternate Authorized Signatory. Subrecipients must remain current with all programmatic and financial reporting obligations. The Office reserves the right to withhold or delay reimbursement if required reports are not submitted and approved.

Programmatic Reports: Performance Measures and Progress Reports must be submitted via the GMS on a quarterly basis. If applicable, federal reports such as the Performance Measurement Tool (PMT) must also be submitted no later than 15 calendar days after the end of each quarter, which is prior to the submission of quarterly financial reports.

Note: Financial Reports cannot be processed until all programmatic reports are in "Reviewed" status in the GMS.

Programmatic Reporting Quarters and Due Dates (regardless of award start date):
- July 1 - September 30: due October 15
- October 1 - December 31: due January 15
- January 1 - March 31: due April 15
- April 1 - June 30: due July 15

Financial Reports: The Financial Report must be submitted electronically in the GMS within 30 calendar days after the end of each quarter. The following documents must be submitted and approved prior to processing financial reports:
- Grant Award and Acceptance Form
- Notification of Project Commencement Form
- GMS Performance Measure Report
- GMS Progress Report

If any required documentation is missing or late, the financial report may be returned and reimbursement delayed.

Financial Reporting Quarters and Due Dates (regardless of award start date):
- July 1 - September 30: due October 30
- October 1 - December 31: due January 30
- January 1 - March 31: due April 30
- April 1 - June 30: due July 30

Exceptions: There are two exceptions to the standard financial reporting timeline:

1. Non-standard award end dates that do not align with calendar quarters.
2. Nonprofit organizations approved for monthly reimbursement must submit financial reports by the end of the following month.

Final Financial Reporting Tip: For subawards ending June 30, the Office respectfully requests that all final programmatic and financial reports be submitted as early as possible after June 30. Timely submission will help ensure that all payments are processed before the close of the State's fiscal year.

Governor's Office of Crime Prevention and Policy

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27 Submission of Revised Financial Report

As stated above, Financial Reports must be submitted electronically in the GMS no later than 30 calendar days after the end of each reporting period. If the report submitted within the 30-day deadline is "Not Final," the subrecipient must email the assigned Fiscal Specialist and copy the Regional Monitor at the time of submission to notify the Office that the report is preliminary.

A "Final/Revised" Financial Report must then be submitted within 60 calendar days after the end of the reporting period. This report must be:
- Clearly marked "Final/Revised" across the top,
- Based on a corrected copy of the originally submitted financial report,
- Reflective of actual expenditures (not variances),
- Signed and dated by an authorized agency representative, and
- Uploaded into the GMS and emailed to the same Fiscal Specialist and Regional Monitor.

For additional information on submitting revised financial reports, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/financial-reporting-tips/.

Note: Revisions are a manual process and will not be accepted without all the required elements listed above. At the conclusion of the subaward period, the Office reserves the right to initiate an administrative closeout and de-obligate the remaining funds for any subaward that fails to meet these reporting requirements.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any required report within the specified timeframes outlined above, or within an approved extension, may result in delayed or denied reimbursement, and/or the de-obligation of grant funds. If a report is submitted late, any associated expenditures or obligations may become the sole responsibility of the subrecipient and may not be reimbursed by the Office.

29 Holding Funds

In accordance with Office policy, the release of funds will be withheld until the subrecipient is current with all required report submissions, has provided all necessary documentation, and has resolved any outstanding issues.

30 Monitoring Expenditures

To verify the appropriateness of all grant-related expenditures, the Office will monitor the use of grant funds as reported by subrecipients. Supporting documentation must be maintained on-site, be readily accessible upon request, and correspond with required quarterly and/or monthly reporting. Subrecipients are responsible for maintaining records in a manner that demonstrates compliance with the terms of this subaward and all applicable regulations.

The Office, the funding source agencies, the Office of Legislative Audits, or any other authorized State or federal representatives must be granted access to all documents, records, and other materials relevant to the award for the purpose of conducting audits, reviews, examinations, or producing transcripts.

For additional information on requirements, please refer to General Condition 31.

Governor's Office of Crime Prevention and Policy

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Grant Award - General Conditions

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31 Records Retention

Subrecipients must retain all financial records, supporting documentation, statistical data, and any other records relevant to this award for a minimum of four years from the date of submission of the final programmatic and financial reports. This retention period ensures availability for examination, audit, and verification purposes by the Office, funding agencies, auditors, or other authorized entities, in accordance with 2 C.F.R. §200.334 through §200.338 and Maryland's State Archives standards.

Records may be retained in electronic format, provided they remain accessible, legible, and secure for the full retention period.

For additional information on requirements, please refer to General Condition 30.

32 Termination of Subaward

The Office may terminate this award, in whole or in part, when it is determined to be in the best interest of the State. Termination may occur for reasons including, but not limited to, failure by the subrecipient to perform its obligations in a timely and proper manner, or violation of any provision of the subaward.

In such cases, the Office will provide written notice to the subrecipient specifying the facts and circumstances relied upon as the basis for termination. All completed or partially completed deliverables, including supplies and services provided by the subrecipient up to the effective date of termination, shall become the property of the Office.

The Office shall reimburse the subrecipient for all reasonable and allowable costs incurred under the subaward up to the date of termination, including any necessary and reasonable costs directly related to the termination itself.

Upon termination, both the Office and the subrecipient remain responsible for fulfilling all applicable requirements under 2 C.F.R.. § 200.343 (Effects of suspension and termination), including the timely submission of final reports and financial reconciliation.

Governor's Office of Crime Prevention and Policy

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Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

33 Civil Rights Discrimination

The subrecipient affirms that it will not discriminate against any employee, applicant for employment, client, or service recipient on the basis of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency. This prohibition applies to all employment practices and service delivery to ensure equal opportunity and access.

The subrecipient agrees to include a comparable non-discrimination provision in all subcontracts, except those solely for standard commercial supplies or raw materials.
The subrecipient must prominently display a non-discrimination poster in a public area that affirms the organization's commitment to equal opportunity and provides information on how to file a complaint. Complaints may be submitted to any of the following agencies:

- Maryland Commission on Civil Rights: https://mccr.maryland.gov/Pages/default.aspx
- U.S. Department of Justice, Office for Civil Rights (OJP): https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint
- U.S. Equal Employment Opportunity Commission (EEOC): https://www.eeoc.gov/
- Governor's Office of Crime Prevention and Policy (GOCPP): https://gocpp.maryland.gov/grants/civil-rights-compliance/

The subrecipient and any contractors or subrecipients must comply with all applicable federal and State civil rights laws and regulations, including but not limited to:
- Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
- Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10228(c), 10221(a)
- Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
- Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
- Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132
- Age Discrimination Act of 1975, 42 U.S.C. § 6102
- Juvenile Justice and Delinquency Prevention Act of 1974, 34 U.S.C. § 11182(b)
- Victims of Crime Act of 1984, 34 U.S.C. § 20110(e)
- Violence Against Women Act of 1994, 34 U.S.C. § 12291(b)(13)
- Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. Part 38

For more information on civil rights regulations and standard assurances, please visit: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf. For additional guidance, please refer to General Condition 34.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

34 Civil Rights Federal Reporting Requirements

Recipients and subrecipients of federal financial assistance through OJP are subject to federal civil rights laws prohibiting discrimination based on race, color, national origin, sex, religion, disability, and other protected classes.

To assist recipients in meeting their Equal Employment Opportunity Plan (EEOP) obligations under the Safe Streets Act—including awards authorized by VAWA, VOCA, or JJDPA—the U.S. Department of Justice, Office for Civil Rights (OCR), provides an online EEOP Reporting Tool which is accessible at: https://ojp.gov/about/ocr/eeop.htm.

Instructions for Compliance:
- New users must register for an account.
- Before registering or completing the EEOP, new users must know the grant source and award year. The grant number (e.g., VOCA-2017-XXXX) is located in the award packet and indicates the grant program and year.
- The online tool provides step-by-step guidance for preparing and submitting the required EEOP Utilization Report and/or Certification Form.

Submission Requirements: Once the EEOP report or certification is submitted:
1. Forward the confirmation email to your assigned Regional Monitor
2. Include the following email address as a copy (CC): dlcivilrightscompliance_goccp@maryland.gov
3. In the email subject line, include: Civil Rights/EEOP Reporting - [Subaward Number]

This step ensures the Office can properly document and update your organization's civil rights compliance status.

35 Proof of Applicable Audit Regulations - On Site

All subrecipients must maintain appropriate documentation to demonstrate compliance with applicable audit regulations and must provide such documentation to the Office upon request.

- Local and State Government Entities must maintain proof of completion of an annual audit and confirmation that the audit was submitted to the Maryland State Legislature in September of the year in which the subaward was issued.
- Nonprofit Organizations must comply with audit requirements as outlined by the Maryland Secretary of State's Charitable Organizations Division. Detailed guidance is available at: https://sos.maryland.gov/Charity/Pages/Instructions.aspx.

Failure to provide the required documentation upon request may result in the forfeiture of grant funds.

36 Single Audit Requirement

If the subrecipient expends $1,000,000 or more in federal funds during a fiscal year, a Single Audit is required in accordance with 2 C.F.R. § 200.514. The subrecipient must provide a copy of the Single Audit Report along with audited financial statements. This enables the Office to issue a management decision letter addressing any audit findings related to the federal award provided through the pass-through entity, as required by 2 C.F.R. § 200.521. Additionally, subrecipients must submit the required Certification of Applicable Financial Reporting Requirements, which is accessible at: https://gocpp.maryland.gov/wp-content/uploads/certification-of-applicable-financial-reporting-requirements-form.pdf.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

37 Reporting Fraud, Waste and Abuse/ Whistleblower Protections

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the Program Manager of the applicable funding source. For additional reporting options, please refer to the Maryland Office of Legislative Audits Fraud Hotline at: https://www.ola.state.md.us/fraud/ola-fraud-hotline.

Whistleblower Protections: Employees of the applicant must not be discharged, demoted, or otherwise retaliated against for disclosing information they reasonably believe evidences gross mismanagement of a federal contract or grant, gross waste of federal funds, abuse of authority relating to a federal contract or grant, substantial and specific danger to public health or safety, or violations of laws, rules, or regulations related to a federal contract or grant (including contract competition or negotiation). The applicant is required to inform its employees in writing of their whistleblower rights and protections under 2 C.F.R. 200.217.

38 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, or other events using federal funds. All conference-related expenses will be carefully reviewed for compliance with federal requirements, including 2 C.F.R. § 200.432 (Conferences). This restriction does not affect the direct payment of per diem amounts to individuals in travel status, as authorized under the organization's travel policy.

39 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire duration of this grant, the subrecipient must maintain an active registration in the federal System for Award Management (SAM) at SAM.gov, including a valid Unique Entity Identifier (UEI) associated with that registration. If the SAM.gov registration or UEI expires at any point during the grant period, the subrecipient will be unable to draw down grant funds until the registration and UEI are renewed and reactivated.

The UEI serves as a universal identifier for entities receiving federal funds, enabling verification of the entity's good standing and facilitating the tracking of federal funds awarded. More information about SAM.gov registration and procedures is available at www.SAM.gov.

40 Computer Equipment/Program/Network Procurement

No award funds may be used to establish or maintain a computer network unless the network restricts access to, viewing, downloading, and exchanging of pornography. However, this restriction does not apply to any federal, State, tribal, local law enforcement agency, or any other entity engaged in criminal investigations, prosecution, or adjudication activities, for which such use of funds is permitted.

41 No Distracted Driving While Performing Program Duties

Subrecipients must adopt and enforce policies prohibiting employees from text messaging while driving any vehicle during the course of work funded by this grant. Additionally, subrecipients are required to establish workplace safety policies and conduct education, awareness, and outreach initiatives aimed at reducing crashes caused by distracted driving.

42 Services to those with Limited English Proficiency

Subrecipients are required to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in compliance with federal and State regulations. For federal guidance, please refer to the U.S. Department of Justice's LEP Guidance Document, which is available at: https://www.lep.gov/. Additionally, subrecipients must comply with Maryland's State Government Article, Subtitle 11 — Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101 through 10-1105.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Isaacs, Zahra
GOCCP Fiscal Specialist: Lee, Dorothy

Grant Award - General Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

43 Drug-Free Workplace Requirements

Subrecipients must comply with all applicable State and federal requirements regarding drug-free workplaces. To view Maryland's Substance Abuse Policy, please visit: https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%202023.pdfFederal drug-free workplace requirements for grants are codified at 28 C.F.R. Part 83.

44 Office Name Change (Effective 1.18.2024)

Any reference to the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS or GOCCP) should be updated to the Governor's Office of Crime Prevention and Policy (GOCPP or the Office), per Executive Order 01.01.2024.05. This change does not invalidate any previous, current, or future agreements or documents that reference the agency as GOCPYVS. For specific concerns regarding the Executive Director, please email: GOCPPgrants.Admin@maryland.gov.

Governor's Office of Crime Prevention and Policy

Regional Monitor: Isaacs, Zahra
Fiscal Specialist: Lee, Dorothy

Grant Award - Special Conditions

Grant Award Number:	EDSG-2026-0005	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	**Implementing Agency:**	Hagerstown Police Department
Project Title:	FY 2026 Maryland's Entertainment District Security Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (http://www.goccp.maryland.gov/grants/general-conditions.php). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (http://goccp.maryland.gov/grants/tips-and-guidance/) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 Due to a previous GOCPP finding, receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.

4 Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf

5 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.

6 This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The GOCPP(Office) retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

7 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing goccpgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.

8 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used(in whole or in part) for one or more of the identifical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.

9 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

10 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

Governor's Office of Crime Prevention and Policy

Regional Monitor: Isaacs, Zahra
Fiscal Specialist: Lee, Dorothy

Budget Notice

Grant Award Number: EDSG-2026-0005
Sub-recipient: Hagerstown Police Department
Project Title: FY 2026 Maryland's Entertainment District Security Grant
Implementing Agency: Hagerstown Police Department
Award Period: **07/01/2025 - 06/30/2026**
CFDA: State General Funds

Funding Summary			
	Grant Funds	100.0 %	**$49,110.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$49,110.00**

Personnel

Description of Position	Salary Type	Funding	Total Budget
Entertainment District Officer Overtime	Overtime	Grant Funds	$10,000.00
		Personnel Total:	$10,000.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Drone Dock with Drone (DFR)	Grant Funds	2	$16,305.00	$32,610.00
			Equipment Total:	$32,610.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
DroneSense BVLOS COA	Grant Funds	1	$6,500.00	$6,500.00
			Other Total:	$6,500.00

Approved: _____ **Effective Date: 7/1/2025**

Governor's Office of Crime Prevention and Policy Authorized Representative

Governor's Office of Crime Prevention and Policy

Programmatic Reporting

Control Number: 52021
Regional Monitor: Isaacs, Zahra
Fiscal Specialist: Lee, Dorothy
Submitted Date:

Grant Award Number: EDSG-2026-0005
Sub-recipient: Hagerstown Police Department
Project Title: FY 2026 Maryland's Entertainment District Security Grant
Implementing Agency: Hagerstown Police Department
Award Period: **07/01/2025 - 06/30/2026**
CFDA: State General Funds

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (10)

1	Using grant funds, number of security personnel deployed	
2	Using grant funds, number of surveillance cameras installed or upgraded	
3	Using grant funds, number of security training sessions conducted	
4	Using grant funds, number of incidents reports filed	
5	Using grant funds, number of community safety events held	
6	In comparison to last year's period, total number of crimes reduced	
7	In comparison to last year's period, total number of reported incidents reduced	
8	Number of survey responses indicating improved perception of safety	
9	In comparison to last year's period, number of incidents with improved response times	
10	In comparison to last year's period, number of police assistance calls reduced	

Progress Report Questions (8)

1	Project Effectiveness Overview: Provide a concise narrative assessment of the project's effectiveness during this reporting period. The following should be noted: a. Include both qualitative and quantitative evidence, if available. b. Highlight factors that have contributed to or hindered progress. c. Explain how the project's activities align with its stated goals and objectives.

2	Barriers and Corrective Actions: Describe any barriers or challenges encountered during the implementation or progress toward objectives. The following should be noted: a. What corrective actions have been taken or are planned to address these issues? b. Include a timeline for resolution, if applicable. c. Are there any current or anticipated challenges that may prevent the full expenditure of awarded funds? d. If assistance is needed, specify the type of technical assistance requested.
3	Collaboration and Partnerships: Describe the level of cooperation and collaboration with partner agencies involved in this project. Highlight any joint activities, shared resources, or outcomes resulting from these partnerships. Please note any challenges or gaps in coordination.
4	Upcoming Activities: Summarize the key activities planned for the next quarter. Include target dates and a brief description of each upcoming activity or event. Identify any anticipated risks or adjustments to previously scheduled activities.
5	Successes and Best Practices: Share any success stories, lessons learned, or best practices observed during this reporting period. Explain how these can inform future efforts or be replicated by other programs.
6	Performance Measure Tracking: Provide a detailed explanation of how your organization collects, verifies, and reports performance measure data. Identify any tools, software, or systems used. Describe any quality control or internal review processes in place to ensure data accuracy.
7	Grant Fund Expenditures: If less than 25% of the award was expended during this quarter, or if no funds were expended: a. Provide a detailed explanation for the underspending. b. Identify when funds are expected to be drawn down and for which budget categories. c. Describe any fiscal or procurement delays and your plan to address them.
8	Final Quarter Only - Project Completion and Closeout: Please provide the following information: a. Have all planned project activities been completed? If not, explain the reasons and expected completion dates. b. Provide a summary of outcomes, accomplishments, and results achieved over the life of the grant. c. Include any success stories, promising practices, or impactful results attributable to the program. d. Describe any sustainability efforts or plans for maintaining the program or services after the grant period ends.

Signed: _____ **Date:** _____

Project Director - Fetchu, Rebecca *(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

Printed Name: _____ **Phone:** _____

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, August 26, 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: