

Work Session and Regular Session (24th Voting Session)
Mayor and City Council
October 28, 2025
Agenda

6:30 PM WORK SESSION – Council Chamber, 2nd floor, City Hall

7:00 PM - October 28, 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. 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, November 4, 2025 – Work Session at 4:00 p.m.
 - 2. Wednesday, November 5, 2025 - Meet with Washington County Delegation at Hagerstown Community College - Time TBD
 - 3. Tuesday, November 11, 2025 - Veterans' Day - No Meeting Scheduled
 - 4. Tuesday, November 18, 2025 - Work Session at 4:00 p.m.
 - 5. Tuesday, November 25, 2025 – Regular Session at 7:00 p.m.

V. PROCLAMATION

- A. Special Recognition - Bill Gaertner, Gatekeepers
- B. Character Counts! Month

VI. AGENDA ITEM CITIZEN COMMENTS

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

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, October 28, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. PUBLIC HEARINGS

Rezoning Application - Lorch Tract - ZM-2025-02 - 1912 Day Road

VIII. MINUTES

August 19, 2025, August 26, 2025, September 9, 2025, September 16, 2025, September 23, 2025, and September 30, 2025

IX. CONSENT

C. Fire

1. Project Overruns on Change Orders for HFD Headquarters Renovations - Eldridge Drive - Eldridge RE LLC (Frederick, Maryland) \$ 58,126.65

D. Engineering

1. Neighborhood Park Development - Antietam Creek Stream Access - Excavating Associates (Ellerslie, MD) \$ 231,325.00

E. Police

1. FY25 NTF Reimbursement (July, 2025 to June, 2026) - Washington County Treasurer (Hagerstown, Maryland) \$ 270,000.00
2. FY26 Reimbursement for Community Based Prosecutor - July, 2025 to June, 2026 - Washington County Treasurer (Hagerstown, MD) \$ 80,995.00
3. Entry Level Recruit Fees for Washington County Police Academy 11(9 at \$ 2,500/each) - Washington County Sheriff's Office (Hagerstown, MD) \$ 22,500.00
4. HPD Building Cleaning - Ragland Cleaning Services (Hagerstown, MD) \$ 20,000.00
5. ForenScope Contactless LITE Fingerprint System - GRIMM Forensics (Rocky Mount, VA) \$ 28,420.00

F. Public Works

1. Traffic Signal Cabinet - Econolite (Glen Burnie, MD) \$ 25,350.00
2. Roof Repairs at 32 N. Potomac Street to Correct Deficiencies by Boulevard Contractors - Garland/DBS, Inc. (Cleveland, OH) \$ 36,863.00
3. Kelly HVAC Preventive Maintenance Agreement for Evaporative Cooling Tower at Ice Rink - Kelly HVAC, Inc. (Upper Marlboro, MD) \$ 10,480.00
4. 2025 Ford Van with Aerial Mounted Bucket - Mobile Lift, LLC (Collegeville, PA) \$ 117,000.00

G. Utilities

1. Water: Heating Oil for the RCW Water Treatment Plant - AC&T Co. Inc. (Hagerstown, MD) \$25,275.00
2. Water: Purchase of 2026 Chevrolet Equinox Unit 214: Hetrich Fleet Service, Inc. (Milford DE) \$29,597.00
3. Water: Purchase of 2026 Chevrolet Equinox Unit 244 - Hetrich Fleet Services, Inc. (Milford, DE) \$29,597.00
4. Water and Wastewater: Purchase of Aggregates - C. William Hetzer (Hagerstown, MD) \$35,857.50
5. Water and Wastewater: Purchase of Aggregates - Martin Marietta (Williamsport, MD) \$84,570.00
6. Wastewater: Wastewater Treatment Plant Phone System Upgrade - Glessner Technologies (Hagerstown, MD) \$10,478.30

7. Wastewater: Purchase of Camera for Infrastructure Inspections - Atlantic Machinery, Inc. (Silver Spring, MD) \$31,101.00

X. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending sections of Chapter 1 General Provisions, Article III Thereof, Municipal Infractions
- B. Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 64 Building Construction, Article III Thereof, Property Maintenance Standards
- C. Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 185 Nuisance Abatement
- D. Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 232 Vacant Nonresidential Structures
- E. Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 233 Vacant Residential Structures
- F. Approval of an Ordinance: Add Chapter 234, Vending Machines
- G. Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate Located at 703-705 Mt. Aetna Road, Hagerstown, Maryland

XI. NEW BUSINESS

- A. Introduction of an Ordinance: Amendments to Chapter 60-17, Speed Camera Fines
- B. Approval of a Resolution: User Agreement with the Hagerstown Area Police Athletic League (PAL)
- C. Approval of a Resolution: Equipment Maintenance and Software Support Services Agreement with Hub Parking Technology USA, Inc.
- D. Approval of a Resolution: Accept an Offer from LP1, LLC for a Deed of Easement and Maintenance Agreement Located at the Intersection of Makers Drive and Breckenridge Drive, Hagerstown for Water
- E. Adoption of a Resolution - Agreement to Delayed Construction of a Public Street - Haven Road II Annexation, Case No. A-2007-06
- F. Approval of Free Holiday Parking in the Parking Decks and Garage
- G. Approval of Funding Support for Community Coalition
- H. Approval of International Association of Fire Fighters (IAFF) 1605 Contract
- I. Approval of Contribution to the Washington County Historical Society

XII. GENERAL CITIZEN COMMENTS

- A. 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, October 28, 2025. Topics are to be germane to City business. 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:

WORK SESSION – Council Chamber, 2nd floor, City Hall

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**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:

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

Topic:

Special Recognition - Bill Gaertner, Gatekeepers

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

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Character Counts! Month

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

Topic:

Rezoning Application - Lorch Tract - ZM-2025-02 - 1912 Day Road

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Rezoning_Application_-_Lorch_Tract_-_ZM-2025-02_-_
__1912_Day_Road.pdf

Public_Hearing_Notice_-_Rezoning_Request_-_Day_Road.pdf

Description

Rezoning Application -
Lorch Tract - ZM-2025-02 -
1912 Day Road Public
Hearing Scheduled for
October 28, 2025

Public Hearing Notice -
Lorch Tract - ZM 2025-02

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM:  Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration

SUBJECT: Rezoning Application – Lorch Tract – ZM-2025-02 – 1912 Day Road
Public Hearing Scheduled for October 28, 2025

DATE: October 23, 2025

The Mayor and City Council will conduct a public hearing on October 28 regarding the above referenced rezoning application. The attached rezoning application was submitted by the contract purchaser of the Lorch tract on Dual Highway (the farm property to the rear of the former IBM building at Dual Highway and Day Road).

The property is about 94 acres in area. Parts are included in two zoning districts. The area within approximately 200-300 feet of Dual Highway is currently zoned CG (Commercial General) and the bulk of the property to the rear is located in the N-MU (Neighborhood – Mixed Use) Zoning District.

The applicant seeks reclassification of approximately 22 acres of the area currently zoned CG to be consistent with the rest of the tract's N-MU Zoning. Two pad sites and some land to the rear of the IBM building will remain in the CG district. Approximately the middle one-third of this 22-acre area is located in the 100-year floodplain. No buildings will be constructed in the floodplain area.

The Planning Commission held a public review meeting on this matter on August 27, 2025. The Planning Commission recommends approval of the rezoning. In order to approve a "piecemeal rezoning" the applicant needs to demonstrate to the elected body's satisfaction that there has either been a change in the character of the neighborhood since the last comprehensive rezoning, or that there was a mistake in the assignment of the zoning. The applicant's position is that there was a mistake and the Planning Commission concurs with this assessment. The applicant makes no assertion that there has been a change in the character of the neighborhood. In order to meet the legal justification for approving the rezoning, the Mayor and Council will need to find that the request meets either or both of these criteria.

Attachments: Petitioner's Application
Staff report presented to the Planning Commission

Copy: Jill Thompson, Director of Planning and Economic Development
Doug Reaser, Economic Development Manager, DPED



TECHNICAL STAFF REPORT INDIVIDUAL REZONING REQUEST

Report Published:	August 22, 2025
Planning Commission Public Review Meeting:	August 27, 2025
Case Number:	ZM-2025-02
Applicant:	Currwood DH, LLC (Harris Lapato)
Applicant's Counsel:	Jason Divelbiss, Esq.
Property Owner:	Lorich Company, Inc.
Location:	East side of Dual Highway, north of Day Road, and east of Redwood Circle
City Tax Map, Block and Parcel:	Map 66, Block 01, Parcels 01 and 05
Deed Reference:	Liber 927, Folio 790
Address:	1912 Day Road
Area of Tract:	93.7 acres +/-
Area requested to be reclassified:	22 acres +/- (See Applicant's exhibit)
Current Zoning:	N-MU (Neighborhood Mixed Use) and CG (Commercial General)
Proposed Zoning:	Same, adjusting the zoning district line that bisects the property.
Vicinity and Proposed Zoning Map:	See page 2.

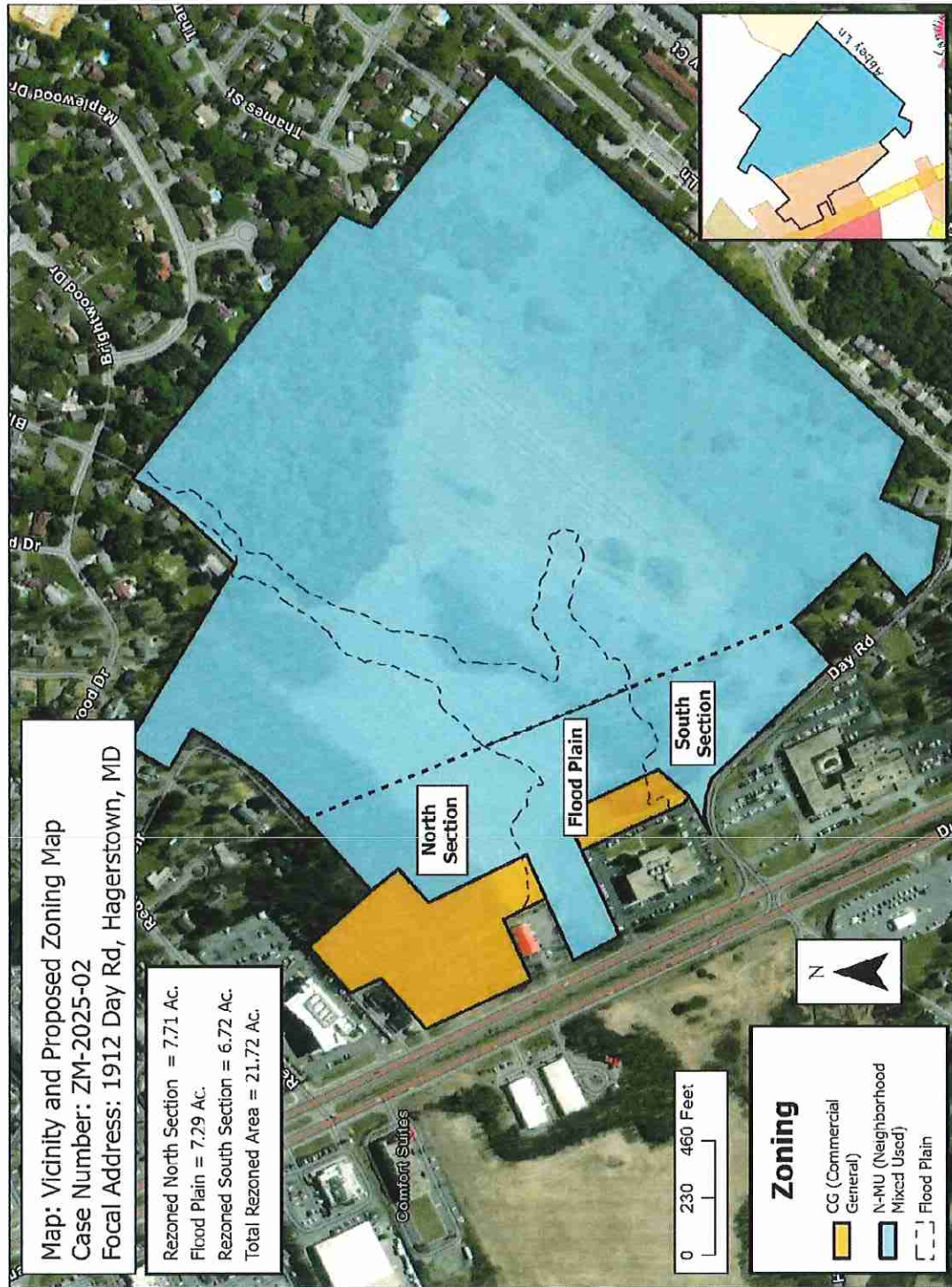
Description of Proposal:

The Applicant requests a zoning map amendment to rezone a portion of the subject property from CG (Commercial General) to N-MU (Neighborhood – Mixed Use). A sketch plan for development of the tract is under review by the Department of Planning and Economic Development. However, this zoning map amendment application is not tied to a development proposal.

Executive Summary:

The Applicant asserts in their application that the proposed zoning map amendment is justified based on a mistake in zoning ("Mistake") made during the 2010 and 2019 Comprehensive Zoning Plans. No argument is put forward in the application for change in the character of the neighborhood ("Change"). If the rezoning is approved, amending the map to include this area in the N-MU District is the most appropriate designation.

Vicinity and Zoning Map:



Proposal Narrative:

The tract is bisected by a zoning district boundary that divides the tract between the N-MU (Neighborhood – Mixed Use) Zoning District and the CG (Commercial General) Zoning District. This proposal would relocate that line to include approximately 22 acres of land currently zoned CG in the portion of the property located in the N-MU Zoning District. Of this 22+/- acre area, approximately 7.3 acres is located within the 100-year floodplain, which severely curtails its development regardless of how it is zoned. The property would remain bisected by a zoning district boundary.

The remaining CG zoned land would consist of two pad sites at the intersection of Dual Highway and Lois Harrison Boulevard and a one-acre area to the rear of the former “IBM Building” that would later be merged with that lot.

Due to contractual considerations and the terms of the original annexation which took effect in 1978, the Applicant seeks the following conditions be placed on this map amendment application if it is approved by the Mayor and City Council:

1. *The rezoning, if approved, shall not become effective until ten (10) days immediately following (i) transfer of the entire Property to the Applicant (defined below); or (ii) the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire property to the Applicant and/or other third-party buyers; and*
2. *If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.*

The Applicant’s supplement to their application cites City Code and State law demonstrating that these requested conditions are legally acceptable. The owner of the property supports this application but does not wish to be bound to the request should the pending contract of sale terminate without transferring the property.

Photographs of the Area to be Rezoned:

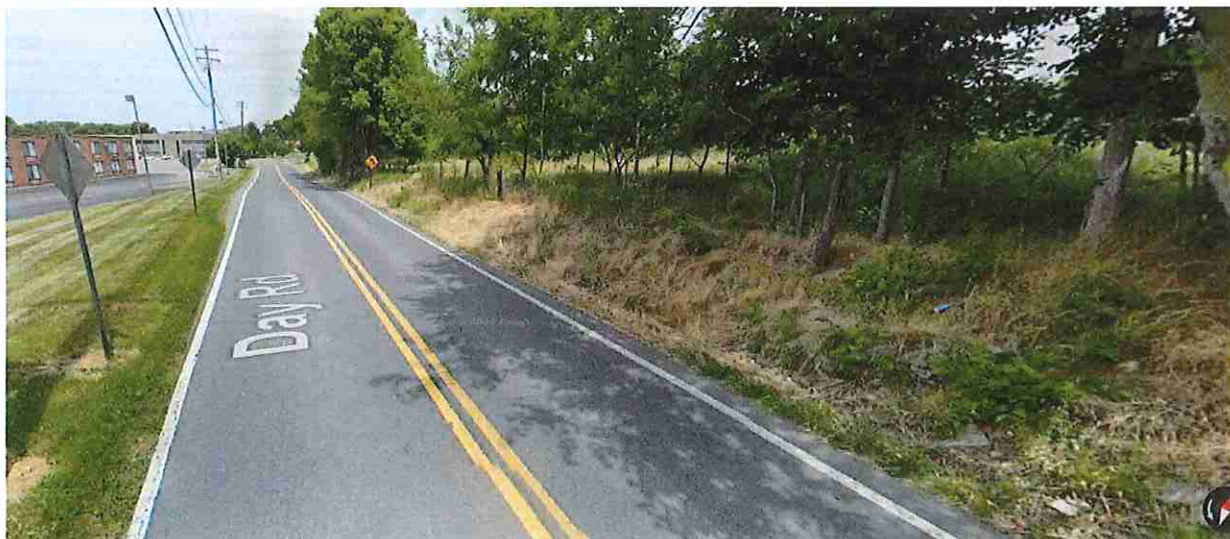


Photo 1: View north along Day Road, area to be rezoned to the right of the road.



Photo 2: View north from Dual Highway along Day Road. Area to be rezoned is beyond the parking lot on the left, and on the east side of Day Road.



Photo 3: View north from in front of adjacent office building, showing the "neck" that extends to Dual Highway. This area is designated as 100-year floodplain.



Photo 4: View along Dual Highway, looking southeast, showing the 100-year floodplain area.

Annexation and Zoning History:

A-1978-06 – Harrison-Londontowne-Tristate Annexation

The subject property was annexed into the City on May 18, 1978, along with other holdings in the region held by the Harrison family and others. The zoning assigned to this newly annexed tract was C2 and R3. The district line was drawn approximately parallel to the centerline of Dual Highway. See the attached 1977 Zoning Map as amended to November, 1983. The annexation was conditioned on the City not taxing the property at more than agricultural assessment until the land develops.

The subject property retained this designation and the zoning district line bisecting the property remained in place until the 2009 Comprehensive Zoning Plan (Phase II). Intervening text amendments re-labeled the C2 Zoning District "CG – Commercial General" and the R3 District was re-labeled "RH – Residential High Density".

ZM-2009-01 – Comprehensive Zoning Plan, Phase 2

The 2009 Comprehensive Zoning Plan proposed so many map amendments that it was processed in three phases. In Phase II, which took effect on February 25, 2010, the portion of the property located in the RH Zoning District was reclassified to the N-MU Zoning District. Also, the zoning district line that bisected the property experienced minor adjustment to draw a more rational line given the shape and configuration of the property. A small, narrow area behind existing houses outside of the corporate limits on Day Road was changed from CG to N-MU and a small narrow area adjacent to Day View Road was changed from RH to CG Zoning.

The zoning assignment and configuration of this property has been in place since February 25, 2010.

C-2025-01 – Sketch Plan for Mountain Crest

Staff is currently reviewing a sketch plan for the development of this tract. This Zoning Map amendment affects a minor portion of the overall tract.

If the sketch plan is approved, the portion of the tract that is subject to this rezoning includes 4 buildings of a 10-building apartment complex in the northern portion of the rezoning area. The center area is floodplain. The southern area to be rezoned adjacent to Day Road is shown on the sketch plan containing nine large single-family detached dwelling lots fronting Day Road with rear alley access and 16 townhouses included in two "sticks" and parts of a third stick. A subdivision road into the site is shown connecting to Day Road in this area.

The sketch plan will come forward for the Commission's review in the near future. Any approval of the sketch plan will require a condition that the portion shown with residential uses in the area currently zoned CG is subject to the rezoning being approved, and failure to secure the requested rezoning will require amendment of the sketch plan.

A sketch plan does not vest an applicant in any development rights.

Adjacent Properties:

The municipal boundary follows this tract's boundaries to the north and to the east and south. Many of the adjacent properties are located outside of the municipality.

West and South (Dual Highway)

Properties adjacent to this site along Dual Highway include (from east to west) a two-story office building (known as the former IBM building), A one-story building used for a real estate office, a former dwelling converted into office and retail uses, and a multi-story office building on the corner of Redwood Circle. These properties are within the City and zoned CG. A former hotel building is located between Dual Highway and Day Road, which is outside of City limits.

North

The areas served by Redwood Circle, Brightwood Drive, Bittersweet Drive and Maplewood Drive are improved with single-family detached homes and are located outside of City Limits.

East

The area to the northeast, served by Thames Street, Winston Drive and Fair Meadows Boulevard is also improved with single-family detached homes, but is located within the City and is located in the R-MED (Residential – Medium Density) Zoning District.

The area along Abbey Lane is improved with townhomes and apartments and is located outside of City limits. There are four lots on the north side of Day Road improved with single-family detached dwellings. These are also outside of City limits. A garden-style condominium development is located on the south side of Day Road, which is also outside of the City boundary.

Site Description:

The site consists of two parcels totaling approximately 93.7 acres. The property is mostly unimproved and used for cropland. The center of the property is designated floodplain on the FEMA floodplain map of 2017 (see next page).

There is a two-story, brick single-family farm-style dwelling on the property. It fronts Day Road. It is a nonconforming use since single-family dwellings are not permitted in the CG District. It is located within the area proposed to be rezoned to N-MU.

The house appears to have been constructed in the mid-19th Century and is listed on the Washington County Historic Sites Inventory as site WA-I-434. The historic report on this building - which was prepared in 1977 - is very brief and contains no site history or ownership history.

The tract is entirely surrounded by developed lands.

Floodplain:

Approximately 18.1 acres in the center of the parent tract is designated 100-year floodplain on the 2017 FEMA floodplain map for the City. Approximately 7.3 acres in the area to be rezoned is in the floodplain. The floodplain divides the area to be rezoned into three roughly equal parts, with the center third being the floodplain which will have no buildings constructed on it. Anecdotal accounts of flooding in the area do not report flooding occurs in this area.

Roads:

The tract fronts Dual Highway in two places. One is in the center part of the area to be annexed and is floodplain. The tract has approximately 360 feet of frontage on Dual Highway in the vicinity of the new intersection created with the construction of Lois Harrison Drive. Development of this tract will be served with a primary point of access created by the construction of a fourth leg of the existing three-legged signalized intersection of Dual Highway and Lois Harrison Drive.

The property fronts Day Road and an entry point to the development of the portion of the tract unaffected by the rezoning will be constructed along this frontage. The parent tract also fronts other existing streets to the north, which will be connected to when the property develops, in accordance with the requirements of the City's Subdivision Ordinance.

Water and Sewer Service:

Surrounding developments are served by Hagerstown's Water and Wastewater utilities. Development of this tract will be required to be served by City utilities.

Electric Service:

This tract is in the Potomac Edison service area. When the property develops, the streetlights would be serviced and maintained by the City Electric Department.

Fire and Police Service:

The parent tract has received protection provided by the Hagerstown Police Department since its annexation in 1978. First call station for fire protection is a dual assignment area assigned to the Funkstown Volunteer Fire Company and Hagerstown Fire Department Station 3 (Eastern Boulevard).

Schools:

The subject tract is in the attendance area of the following schools:

High School:	South Hagerstown High School
Middle School:	E. Russell Hicks Middle School
Elementary School:	Eastern Elementary School/ Ruthann Monroe Primary School

Hagerstown has no Adequate Public Facilities Ordinance for school capacity. Consideration of school capacity when determining the outcome of planning and zoning proposals in the City may subject that decision to legal challenge if no objective standards are codified in City Ordinances. No such objective standards are currently in effect.

Agency Comments:

As of the publication of this report, these agencies stated they have no comment:

1. Washington County Planning.
2. Washington County Health Department.
3. Washington County Soil Conservation District.
4. Washington County Public Schools.
5. Hagerstown City Engineer
6. Hagerstown Department of Public Works (which includes Parks and Recreation).
7. Hagerstown Light Department
8. Hagerstown Fire Marshal
9. Maryland State Highway Administration.

Please see comments from the following agencies:

Hagerstown Water Department and Wastewater Department (single letter)

Any additional comments received prior to the public review meeting will be provided to the Commission at that time.

Comprehensive Plan:

The area that is zoned CG appears on the Future Land Use Map (Map 2-7) of the 2018 Comprehensive Plan with a designation of "Commercial General". The area zoned N-MU appears on that map with a designation of "Mixed Use". The Comprehensive Plan describes the Mixed-Use designation as follows:

Mixed Use designations apply to areas where the city envisions a seamless combination of residential, commercial, office, and institutional uses, resulting from a special study or master planning efforts. This future land use is necessary to promote the comprehensive redevelopment of areas where a mix of several land uses is desired and to facilitate retention of areas containing mixed residential and commercial. The Future Land Use map identifies four MXD areas: the 0 and 100 Blocks of East Baltimore Street (south side of street), and the Potomac Ave/Maple Ave neighborhood, and on one of the Harrison Farm tract east of Dual Highway (US 40). The Mixed Use future land use can be used to encourage new Traditional Neighborhood Design (TND) development on a greenfield site. Residential densities in MXD areas will be determined through the planning process, but will likely be in the range of 6 to 10 units per acre.

The Comprehensive Plan described the Commercial General designation as follows:

Commercial General indicates land designed to accommodate a broad range of commercial purposes, especially retail uses and personal services, ranging from individual stores to shopping centers. Within existing corporate boundaries these areas include much of the Dual Highway corridor, Maryland Avenue, Leitersburg Pike, and Wesel Boulevard. It also includes a number of smaller commercial areas such as those along Eastern Boulevard, Northern Avenue, West Washington Street, Frederick Street, and Burhans Boulevard. In the growth area, major CG concentrations include Valley Mall, Prime Outlets, and Pennsylvania Avenue.

The tract appears and is described on the following Comprehensive Plan maps:

1. Map 2-3: Planned and Future Development – CG zoned area identified as "vacant land" and the N-MU zoned area is identified as "Future planned development. No approved plat or plan."

-
2. Map 2-5: Vacant and Underutilized Land – Identified as vacant and underutilized.
 3. Map 2-9: PlanMaryland Place Designations – Identified as a “targeted growth & revitalization area”.
 4. Map 4-1: Water and Wastewater Service Areas – Site shown as “served by City sewer lines and treatment plan.
 5. Map 4-2: Water and Wastewater Priority Areas – Site shown as a “Priority 1” area.
 6. Map 4-3: Growth Tier Designations – Site shown as a Tier 1 area.
 7. Map 5-3: Long Range Transportation Plan Recommended Upgrades – Recommends widening of Dual Highway.
 8. Map 5-5: Local Recommended (Transportation)Upgrades – Recommends connections through the parent parcel to Redwood Circle, Day Road and Fair Meadows Boulevard.
 9. Map 9-4: Future Park Needs – This site is within an area identified as being outside of a 0.25 mile radius from park space within the City.

Development of these vacant lands is supported by multiple policies of the Comprehensive Plan. Most prominently, Policy 2-6 of the Plan states *Development and redevelopment of Hagerstown’s vacant and underutilized land will be an important part of the City’s overall growth management approach and as such is Priority 1 for City water and wastewater service.* The Plan also calls for the well-designed and coordinated development of unimproved tracts. Compelling development that bifurcates the community across an arbitrarily drawn zoning district line does not achieve these policies and goals.

Evaluation of Justification for Map Amendment:

Relation to the General Plan and the Zoning Regulations

The area to be rezoned is designated Commercial General on the Future Land Use Map of the Comprehensive Plan and is immediately adjacent to parts of the same tract designated Mixed Use. The zoning line that was drawn bisecting the property when the property was annexed in 1978 was set at an arbitrary or uniform distance from Dual Highway. In 2010, that line was adjusted slightly to remove pockets of zoning rendered undevelopable due to the shape of the property. The Future Land Use Map is a generalized map.

The area is intended for development for a mixture of uses. In context of the overall tract, the proposed map amendment corrects an arbitrary decision made in the assignment of the zoning district boundary to this property. The Comprehensive Plan identifies this area as destined for a mix of commercial and residential uses. Numerous policies and maps of the Comprehensive Plan call for the thoughtful development of this tract for a mixture of commercial and varying types of residential uses. Thoughtful development of the tract as a whole is made difficult by adherence to a district boundary set in an arbitrary manner when the property was annexed nearly 50 years ago.

Evaluation of the Petition Concerning the Change Rule

To substantiate a change in character of the neighborhood, the Applicant must establish the "neighborhood" boundary and specify the changes that occurred after the comprehensive zoning that altered the character of the "neighborhood".

The Applicant does not allege a substantial change in the character of the neighborhood in their application, so the Applicant did not propose a defined "neighborhood" and staff did not evaluate the petition regarding the Change Rule.

Evaluation of the Petition Concerning the Mistake Rule

To substantiate a mistake in zoning, evidence must show that the zoning authority erred when it adopted the comprehensive zoning map. The Applicant asserts that development patterns and realities that have occurred since the property was rezoned in 2010 are conditions that result in the existing zoning for the subject area is mistaken. The position is that the area, which had significant amounts of undeveloped or unplanned lands have since either developed or plans are in place for the build out of those areas and these are conditions that could not have been foreseen.

The Applicant draws attention to surrounding development as follows:

As can be seen by the 2010 aerial photo of the Property and surrounding areas attached hereto as Exhibit #7, other than at the intersection of Edgewood Drive and Dual Highway there is very little, if any, commercial development along Dual Highway which extends beyond the buildings which front directly on the roadway.

Additionally, the first segment of R. Paul Smith Boulevard running along the west side of the commercial area at Edgewood Drive and Dual Highway was present in 2010 and the plan for its eastward extension to the Dual Highway was well known.

As such, it was reasonably foreseeable that when that extension was made, its intersection with Dual Highway would be where the commercial areas on the subject Property would be concentrated, not to the east or south side of the Property extending the whole way down Day Road to beyond the former Sheraton / Four Points Hotel Property.

The Applicant cites Maryland case law in this matter as follows:

"A comprehensive zoning or rezoning must be well thought out, the product of careful consideration and extensive study, and based upon considerations concerning the common needs of the particular area. It must be designed to control and direct the use of land and buildings according to present and planned future conditions, to accomplish as far as possible the most appropriate uses of land consistent with the public interest and the safeguarding of the interests of the individual property owners." *Mraz v. County Commissioners of Cecil County*, 291 Md. 81, 88-89 (1981).

In short, development patterns in recent years in the Dual Highway corridor and the seemingly arbitrary assignment of the zoning district line together create a mistake in that it hinders the logical development of the tract in a unified and well-coordinated manner.

Appropriateness of Zoning District

Per the Zoning Ordinance, the N-MU District was created to:

- (1) Accommodate mixed-use buildings serving retail, service, and other uses on the ground floor and residential units above the nonresidential space;
- (2) Allow for commercial uses of a scale and intensity compatible with a residential neighborhood;
- (3) Allow for exclusively residential buildings of a scale and intensity compatible with the City's traditional neighborhood building design;
- (4) Encourage development that exhibits the physical design characteristics of pedestrian- oriented, storefront-style shopping streets;
- (5) Provide flexibility for adaptive re-use of old, non-residential buildings in these areas; and
- (6) Promote the health and well-being of residents by encouraging physical activity, allowing for transportation alternatives, and providing for interaction of uses during day and evening hours.

Although it permits and promotes mixing commercial and residential uses, the N-MU district does not require commercial or residential elements. The logical location for commercial uses on this tract remains reserved in that portion of the property that will remain in the CG Zoning District. It does encourage the development in a manner that is consistent with the City's historic "grid" street patterns at urban densities.

Essentially, the bulk of this tract was zoned N-MU to encourage density and urban design. Assimilating most of the minority of the site that is CG zoned into the N-MU District will promote a seamless urban-scale development unfettered by an arbitrarily-drawn zoning line bisecting the property. If the subject area is to be rezoned, including it in the adjacent N-MU District on the same parcel is the only appropriate decision. Any other district could be interpreted as illegal "spot zoning."

Therefore, if the Planning Commission recommends and the elected body approves this map amendment request, the only appropriate district for it to be reclassified to is the N-MU District.

The burden of proof is on the applicant to demonstrate "change" or "mistake."

The act of amending the Zoning Map is a legislative act where the elected body acts in the interest of the general welfare of the City.



Stephen R. Bockmiller, AICP
Deputy Director for Planning and Zoning Administration
Department of Planning and Economic Development



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

REZONING APPLICATION & REVIEW CHECKLIST

Submittal Requirements:

- Original Application, including Checklist
- 1 complete set of plan
- Filing fee (please consult current fee schedule)

Case No. ZM -

ZM 2025-02

Office Use Only

Name of Project: Dual Highway / Day Road Mixed Use

Location of Property: 1912 Day Road, Hagerstown, MD 21740

(Please include street address, if known)

Deed Reference: Liber: 927

Folio: 790

Zoning District: N-MU & CG

Proposed Work (i.e. addition, accessory building, parking; please include size of addition and amount of disturbed area):

Engineering/Survey Company Name: Frederick Seibert & Associates, Inc.

Contact Person: Trevor Frederick

Email: tfrederick@fsa-inc.com

Mailing Address: 128 S. Potomac Street, Hagerstown, MD 21740

Telephone: (301) 791-3650

Fax: _____

Developer/Applicant Name: Currwood DH, LLC

Contact Person: Harris Lopato

Email: harris@curateddevgroup.com

Mailing Address: 4 Reservoir Circle, Suite 102, Baltimore, MD 21208

Telephone: (410) 424-5852

Fax: _____

Property Owner Name: Lorich Co., Inc.

Contact Person: Arthur W. Boyce

Email: art@fredericklegal.com

Mailing Address: 308 W. Patrick Street, Frederick, MD 21701

Telephone: (301) 663-4025

Fax: (301) 696-1528

This Chart for Staff Use Only	1st Review	2nd Review
Date Accepted for Processing	<u>8/8/25</u>	
Review Date	<u>8/11/25</u>	
Returned to Design Firm	<u>—</u>	

Search Result for WASHINGTON COUNTY

[View Map](#)

No Ground Rent Redemption on File

No Ground Rent Registration on File

Special Tax Recapture: AGRICULTURAL TRANSFER TAX**Account Number:** District - 17 Account Identifier - 008811**Owner Information**

Owner Name:	LORICH CO INC	Use:	AGRICULTURAL
Mailing Address:	C/O ELIZABETH BOYCE PO BOX 1065 MIDDLETOWN MD 21769-1065	Principal Residence:	NO
		Deed Reference:	/00927/ 00790

Location & Structure Information

Premises Address:	1912 DAY RD HAGERSTOWN 21740-0000	Legal Description:	94.327 ACRES 1912 DAY ROAD
--------------------------	--------------------------------------	---------------------------	-------------------------------

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0317	0000	0836	17010364.22	0000				2023	

Town: HAGERSTOWN

Primary Structure Built Above Grade Living Area Finished Basement Area Property Land Area County Use
1900 1,688 SF 94.3200 AC

StoriesBasementType	ExteriorQualityFull/Half BathGarageLast Notice of Major Improvements
2 YES STANDARD UNITBRICK/ 3	1 full

Value Information

	Base Value	Value As of 01/01/2023	Phase-In Assessments As of 07/01/2024	As of 07/01/2025
Land:	94,400	94,400		
Improvements	67,000	108,000		
Total:	161,400	202,400	188,733	202,400
Preferential Land:	24,400	24,400		

Transfer Information

Seller:	Date:	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00927/ 00790	Deed2:
Seller: DAY GEORGE H INC	Date:	Price: \$0
Type: NON-ARMS LENGTH OTHER	Deed1: /00536/ 00732	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2024	07/01/2025
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX**Homestead Application Information****Homestead Application Status:** No Application**Homeowners' Tax Credit Application Information****Homeowners' Tax Credit Application Status:** No Application **Date:**

**Narrative Addendum to Rezoning Application for
a Portion of the +/- 93 ac. Property Located at 1912 Day Road, Hagerstown, MD
(Tax Map 317, Parcel 836; Tax Acct. No. 17-008811)**

Summary of Rezoning Request:

This rezoning request does NOT request a change in the current CG (Commercial General) and N-MU (Neighborhood – Mixed Use) zoning classifications for the Property; it requests only that the line dividing those classifications be re-located to a more logical location which INCREASES the portion of the Property zoned N-MU (from +/- 74 ac. to +/- 87 ac.) and REDUCES the portion of the Property zoned CG (from +/- 19 ac. to +/- 5 ac.). All as more particularly shown and described on the "Zoning Exhibit" attached hereto as **Exhibit #1**.

Express Conditions of Rezoning:

The Property is currently owned by Lorich Co., Inc., a Maryland corporation (the "**Property Owner**") who has consented to this rezoning subject to the following, express conditions:

- (1) The rezoning, if approved, shall not become effective until ten (10) days immediately following (i) transfer of the entire Property to the Applicant (defined below); or (ii) the recording of a final Subdivision Plat subdividing the Property into multiple parcels and ten (10) days after the transfer of the entire Property to the Applicant and/or other third-party buyers; and*
- (2) If the rezoning is approved but does not become effective prior to December 31, 2027 due to the failure of the condition above, then the rezoning shall automatically expire, terminate and not become binding upon the Property.*

The Property Owner's express conditions do not conflict with the applicable provisions of Maryland law or the City's Land Management Code which provides: "No [proposed] amendment ... shall become effective until **at least ten days after** one review and one public hearing are held." Art. 4 – Zoning Ordinance, § 9(d) (emphasis added). *See also* MD Code, Land Use § 4-203(b)(3).

General Property Info.:

Curwood DH, LLC, a Maryland limited liability company (the "**Applicant**") is the contract purchaser of the undeveloped property located at 1912 Day Road, Hagerstown,

Maryland (Map 317, Parcel 836; Tax Acct. No. 17-008811) containing +/- 93 acres which is shown on the "Zoning Exhibit" attached hereto as **Exhibit #1** (the "Property").

The Property is generally located just north of Interstate 70 along the Dual Highway corridor and is bounded by the commercial areas along Dual Highway and the established residential areas along Robinwood Drive, Mt. Aetna Road and Day Road. Attached as **Exhibit #2** is an aerial photograph of the subject Property and surrounding areas.

Consistent with the mixed-use nature of the surrounding area, the western portion of the Property closest to Dual Highway, consisting of +/- 19 acres, is currently zoned CG (Commercial General) and the remaining +/- 74 acre eastern portion of the Property closest to the residential areas is zoned N-MU (Neighborhood - Mixed Use). A copy of the City of Hagerstown Zoning Map attached hereto as **Exhibit #3**. The general location of these zoning classifications will not change if this rezoning request is approved, only the size of the areas included within each classification would change.

As shown and described within the City of Hagerstown's 2035 Comprehensive Plan, the recommended "Commercial General" and "Mixed Use" Future Land Use categories for the Property essentially mirror the Property's current split zoning, a copy of the Future Land Use Map 2-7 is attached hereto as **Exhibit #4**.

The Comprehensive Plan also identifies the Property as a prominent parcel of "Vacant and Underutilized Land" (see Map 2-5 attached hereto as **Exhibit #5**) the development of which is a priority for the City:

Development and redevelopment of Hagerstown's vacant and underutilized land will be an important part of the City's overall growth management approach and as such is Priority 1 for City water and wastewater service. (Growth Management and Land Use Policies, Policy 2-6)

Legal Justification:

As explained by Maryland courts, there are essentially two (2) elements to a rezoning request:

- 1) Since the Property was last comprehensively zoned, has there been a substantial change in the character of the neighborhood in which the Property is located; or was there a mistake made when the Property was last comprehensively zoned; and
- 2) Is the requested zoning classification appropriate for the Property.

Zoning History

The Property was initially annexed into the City of Hagerstown in 1978 (A-1978-06) as part of a larger annexation of more than 300 acres.

The map attached hereto as **Exhibit #6** shows the respective zoning classifications for the properties annexed, including the combination of R3 and C2 zoning¹ for the Property with the dividing line between the classifications clearly identified, but not explained.

As shown on **Exhibit #6**, one possible explanation is that directly opposite the Property on the west side of Dual Highway is another +/- 65 ac. parcel owned by Richard L. Harrison, the principal owner of Lorich Corporation which is the Property Owner of the subject Property in this case.

Dr. Harrison's property on the west side of Dual Highway received the same R3 and C2 split zoning designation that was assigned to the subject Property and the depth of the C2 zoned area is identified as 600' from Dual Highway. This may explain why the subject Property on the east side of Dual Highway was given a similar depth of C2 zoned area.

In any event, this dividing line between the commercially zoned portion of the Property and the residentially zoned portion of the Property was retained by the City in 2010 when the Property was last comprehensively zoned as part of the City's 2009 Comprehensive Rezoning Phase II (ZM-2009-01) (the "**Comprehensive Rezoning**").

Even though the formerly R3 portion of the Property was rezoned to N-MU (Neighborhood, Mixed-Use) the dividing line between the commercial area along Dual Highway and residential area was retained essentially as it was first established in 1978.

"Mistake in Original Zoning"

As per Maryland case law, to sufficiently demonstrate "mistake" the Applicant must show that existing facts, or reasonably foreseeable future projects or trends, were not taken into consideration at the time of the zoning. "Mistake" may also be established by showing that events occurring subsequent to the comprehensive zoning have proven that the initial premises upon which the comprehensive zoning were based were incorrect.²

¹ The R3 zoning classification is the equivalent to the City's current RH (Residential - High Density) zoning and the C2 zoning classification is the equivalent to the City's current CG (Commercial General) zoning.

² See generally, *Boyce v. Sembly*, 334 A.2d 137, 142-43 (Md.App. 1975) ("the presumption of validity accorded to a comprehensive zoning is overcome and error or mistake is established when there is probative evidence to show that the assumptions or premises relied upon by the

In this case, certain facts and foreseeable trends were not sufficiently taken into consideration in 2009-2010 when the original dividing line between the commercial and residential zoning areas for the Property was retained in the Comprehensive Rezoning.

Specifically, the well-established pattern of commercial development being limited to the immediate frontage along Dual Highway was not sufficiently taken into consideration and the 1978 dividing line between the commercial and residential areas on the Property was retained.

As can be seen by the 2010 aerial photo of the Property and surrounding areas attached hereto as **Exhibit #7**, other than at the intersection of Edgewood Drive and Dual Highway there is very little, if any, commercial development along Dual Highway which extends beyond the buildings which front directly on the roadway.

Additionally, the first segment of R. Paul Smith Boulevard running along the west side of the commercial area at Edgewood Drive and Dual Highway was present in 2010 and the plan for its eastward extension to the Dual Highway was well known.

As such, it was reasonably foreseeable that when that extension was made, its intersection with Dual Highway would be where the commercial areas on the subject Property would be concentrated, not to the east or south side of the Property extending the whole way down Day Road to beyond the former Sheraton / Four Points Hotel Property.

As stated in the *Phase Two 2009 Comprehensive Rezoning City of Hagerstown*, the recommendations for the Comprehensive Rezoning were "based on an analysis of the appropriateness of the existing zoning given current practices and character of the surrounding neighborhood and a desire to direct certain types of development to appropriate areas of the city."

However, with regard to the Property, no explanation was provided as to why the seemingly arbitrary line between the CG and N-MU zoning classifications, first established in 1978, continued to be the ideal zoning to promote the use and development of the Property.

Council at the time of the comprehensive rezoning were invalid. Error can be established by showing that at the time of the comprehensive zoning the Council failed to take into account then existing facts, or projects or trends which were reasonably foreseeable of fruition in the future, so that the Council's action was premised initially on a misapprehension. Error or mistake may also be established by showing that events occurring subsequent to the comprehensive zoning have proven that the Council's initial premises were incorrect."); and *White v. Spring*, 109 Md.App. 692, 675 A.2d 1023 (1996).

"A comprehensive zoning or rezoning must be well thought out, the product of careful consideration and extensive study, and based upon considerations concerning the common needs of the particular area. It must be designed to control and direct the use of land and buildings according to present and planned future conditions, to accomplish as far as possible the most appropriate uses of land consistent with the public interest and the safeguarding of the interests of the individual property owners." *Mraz v. County Commissioners of Cecil County*, 291 Md. 81, 88-89 (1981).

Requested Classification is Appropriate

As explained and discussed more thoroughly above, the within rezoning request does not seek to change the existing CG and N-MU zoning classifications for the Property.

Nor does the request seek to change the general, respective locations of those classifications; the CG zoned portion of the Property would remain adjacent to the Dual Highway corridor which is characterized by primarily commercial land-uses and the N-MU zoned portion of the Property would remain adjacent to the established residential areas along Robinwood Drive, Mt. Aetna Road and Day Road.

By only requesting that the location of the line between the CG and N-MU zoning classifications be changed to expand the portion of the Property zoned N-MU, the within request to rezone the Property is consistent with the Comprehensive Plan of the City and the existing land-uses of the surrounding area. As such, it is reasonable and appropriate.

PUBLIC HEARING

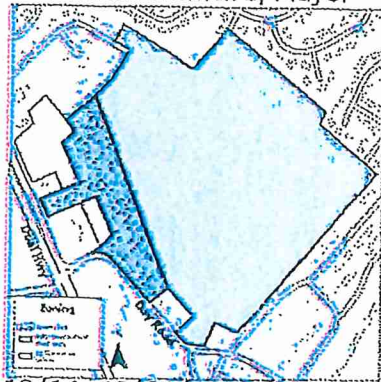
NOTICE is hereby given that a public hearing will be held by the Mayor and City Council of Hagerstown, Maryland at 7:00 p.m., in the City Council Chambers on the 2nd floor of City Hall, 1 East Franklin Street, Hagerstown, MD, on Tuesday, October 28, 2025.

The purpose of the public hearing is to consider the following rezoning application as follows:

Z-2025-02 – an application by Currwood DC, LLC, 4 Reservoir Circle, Unit 102, Baltimore, Maryland 21208, to amend the City's zoning map to rezone a 22 acre +/- portion of a property from CG (Commercial General) zoning to N-MU (Neighborhood – Mixed Use) zoning in the vicinity of Dual Highway. This request is for part of a 93-acre property that is currently included partially in the CG and N-MU Zoning Districts, located at 1912 Day Road with frontages on Dual Highway, Day View Drive, Bittersweet Drive and Fair Meadows Boulevard.

Further information regarding the hearing, the Maryland Open Meetings Law and special accommodations for the disabled may be obtained at the City Website at www.hagerstownmd.org, or from the City Clerk 301-739-8577, ext. 113 or TDD 301-797-6617.

William McIntire, Mayor



10/14, 10/21/25 #11747275

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

Topic:

August 19, 2025, August 26, 2025, September 9, 2025, September 16, 2025, September 23, 2025, and September 30, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_Minutes.pdf

Description

Motion - minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 28, 2025

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on August 19, 2025, August 26, 2025, September 9, 2025, September 16, 2025, September 23, 2025, and September 30, 2025.

DATE OF PASSAGE: October 28, 2025

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

Topic:

Project Overruns on Change Orders for HFD Headquarters Renovations - Eldridge Drive - Eldridge RE LLC (Frederick, Maryland) \$ 58,126.65

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Consent_Agenda.pdf
Fire_-_Change_Order_for_Eldridge_Drive_Renovations.pdf
Original_Memo_Eldridge.pdf
Consent_-_Change_Orders_Eldridge.pdf
Change_Orders_Eldridge.pdf

Description

Motion - Consent Agenda
Signed Consent Form
Change Orders - Eldridge
Memo
Consent - Change Orders -
Eldridge
Change Orders - Eldridge

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 28, 2025

TOPIC: Consent Agenda

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

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

This statement is part of the motion ONLY when an item is removed from the Consent Agenda.

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Unexpected additional work which required remediation as part of the city's responsibility for the project.

J. DeBacco 10/14/25
Signature / Date

J. DeBacco 10/14/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle Hefner 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hefner 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 10/17/25
Signature / Date



CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

June 11, 2024

TO: Scott Nicewarner, City Administrator

FROM: John DiBacco, Fire Chief *John DiBacco*

SUBJECT: Fire Department Administrative Office Relocation Lease Agreement – 929 Eldridge Dr.

Staff recommends that the Mayor and Council approve the lease between Eldridge Drive Real Estate LLC and the City of Hagerstown for the use as a Fire Department Headquarters.

The Fire Department Headquarters located at 25 W. Church Street will be required to relocate by the end of calendar year 2024. The current building, formally known as the Market House, was sold in 2022. The current owner has agreed to extend the lease through December 2024.

The property at 929 Eldridge Drive has been identified as a suitable property to relocate HFD Headquarters as there is ample warehouse space for storage of the multiple supply items and equipment used by Fire Department Operations. It also has sufficient office space to accommodate Shift Commanders, the Fire Marshal's Office and Administrative personnel that is currently housed at 25. W Church Street.

The following are key terms of the agreement:

- The lease term shall be for six (6) years commencing July 1, 2024. The lease will include the ability to extend the lease term for two (2) additional one (1) year periods at the previous years minimum annual rent plus a two percent (2%) per year increase throughout the extended term.
- The monthly installment amount is \$16,523 (\$198,276 annually). There will be a minimum annual rent increase of three percent (3%) annually over the previous year's rent. The initial lease will expire August 31, 2030.
- The Landlord has agreed to manage the buildout requirements of the space provided by the City's architect. Improvements are estimated to be between \$304,700 and \$449,080. Improvements of the building are to accommodate the addition of living quarters to the building and office renovation to accommodate Hagerstown Fire Department needs.
- The City will reimburse the Landlord up to \$500,000 for the requested improvements. The Landlord has agreed to complete the work needed within seventy-five (75) days, October 1, 2024. In the event of the sale of the property prior to the expiration of the lease agreement it is requested the City be offered the Right of First Refusal to purchase the property.

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

(1) Department Director and Division Manager

COMMENTS Unexpected additional work which required remediation as part of the city's responsibility for the project.

 10/14/25
Signature / Date

 10/14/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Hagerstown ("Tenant")

GENERAL CONTRACTOR: J.M. Kudrick & Sons

FROM: Eldridge Drive Real Estate LLC ("Owner") - STEEL

APPLICATION NO: 6

APPLICATION DATE: 08/25/2025

PERIOD TO: 3/17/2025

PROJECT NO: 1957

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☒	TENANT

CONTRACT FOR: Fire Department Steel Reinforcement

CONTRACT DATE 7/19/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	326,083.00
2. Net change by Change Orders	\$	26,423.19
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	352,506.19
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	352,506.19
5. RETAINAGE:		
a. 10 % of Completed Work (Column D + E on G703)	\$	15,000.00
b. 10 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	15,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	337,506.19
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	311,779.40
8. CURRENT PAYMENT DUE	\$	25,726.79
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	15,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$26,423.19	
TOTALS	\$26,423.19	
NET CHANGES by Change Order		\$26,423.19

OWNER'S CERTIFICATE OF PAYMENT:

The undersigned Owner certifies that to the best of the Owner's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Owner for Work for completed by the Contractor and that current payment shown here is now due to be paid by the Tenant to the Owner.

Owner: Eldridge Drive Real Estate LLC
By: Edward D. Scott Manager

By: [Signature]Date: 8/23/2025

State of: Maryland County of: Frederick
Subscribed and sworn to before me this 23 day of Aug

Notary Public: [Signature]My Commission expires: 8/23/2029

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the information comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 25,726.79

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: RYAN V. BIGHAM Date: 08.27.2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Owner named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Architect under this Contract.

PO 20250465

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO PAGES

TO: City of Hagerstown ("Tenant")

GENERAL CONTRACTOR: J.M. Kudrick & Sons

FROM: Eldridge Drive Real Estate LLC ("Owner")

APPLICATION NO: 6

APPLICATION DATE 8/25/2025

PERIOD TO: 3/17/2025

PROJECT NO: 1957

Distribution to:

☒	OWNER
☒	ARCHITECT
☒	CONTRACTOR
☒	Tenant

CONTRACT FOR: Fire Department Renovations

CONTRACT DATE: 7/19/2024

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	489,045.00
2. Net change by Change Orders	\$	51,703.46
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	540,748.46
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	540,748.46
5. RETAINAGE:		
a. 15 % of Completed Work (Column D + E on G703)	\$	5,000.00
b. 15 % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	5,000.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	535,748.46
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	371,735.23
8. CURRENT PAYMENT DUE	\$	164,013.23
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	5,000.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$41,146.69	
Total approved this Month	\$5,649.64	
TOTALS	\$51,703.46	
NET CHANGES by Change Order	\$51,703.46	

OWNER'S CERTIFICATE OF PAYMENT:

The undersigned Owner certifies that to the best of the Owners knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Owner for Work completed by the Contractor and that current payment shown here is now due to be paid by the Tenant to the Owner.

Owner: Eldridge Drive Real Estate LLC
By: Edward D. Scott, Manager

By:

Date:

State of: Maryland County of: Frederick
Subscribed and sworn to before me this 27 day of August 2025
Notary Public: Mary H. Torres
My Commission expires: 8/23/2029

ARCHITECT'S CERTIFICATE FOR PAYMENTARY

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed to the extent that the quality of the Work is in accordance with the Contract Documents and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 164,013.23

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
ARCHITECT:

By: RYAN V. BIGHAM Date: 08.27.2025

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Owner named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Architect under this Contract.

PD 20250466

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

Topic:

Neighborhood Park Development - Antietam Creek Stream Access - Excavating Associates
(Ellerslie, MD) \$ 231,325.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Engineering - Neighborhood Park Development -
_Antietam_Creek_Stream_Access.pdf

Description

Neighborhood Park
Development - Antietam
Creek Stream Access



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 28, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Neighborhood Park Development - Antietam Creek stream access

Account No: 4545000-5594 CIP Control No. 751

Budget Amount: \$ 310,000 Account Balance: \$ 310,000 Unbudgeted Amount: \$ 0

Fiscal Year: FY 26 Source of Funds: Program Open Space (\$270,000) & CIP Fund Balance

Quantity	Description	Value
1	Construct new stream access facility	\$ 206,325.00
	Construction Contingency	\$ 17,900.00
	Construction Inspection and monitoring (Frederick Seibert & Assoc.)	\$ 7,100.00
TOTAL VALUE OF PROJECT		\$ 231,325.00

ABOVE TO BE USED FOR: Construction of Phase 1 of a new stream access facility on Antietam Creek

RECOMMENDED VENDOR: Business Name: Excavating Associates

Business Address: P.O. Box 434

City/State/Zip: Ellerslie, MD 21529

Bid/Proposal/Quote No.: Contract 22-AC-14 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Magstone, LLC	Union Bridge, MD	\$260,000.00
SFMS LLC	Bethesda, MD	\$329,983.13
B3 Enterprises	Woodbridge, VA	\$399,820.00

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend approval of contract with Excavating Associates.

J L B 10/16/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - vendor will need set up in Muri's

T. DeFre 10/16/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding for phase 1 construction which is 90% covered with POS grant.

Michelle 10/16/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Newman 10/17/25
Signature / Date

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

Topic:

FY25 NTF Reimbursement (July, 2025 to June, 2026) - Washington County Treasurer
(Hagerstown, Maryland) \$ 270,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_NTF_Reimbursement.pdf
NTF_REIMBURSEMENT.pdf
Narcotics_Task_Force_(2024).pdf

Description

Signed Consent Form
CONSENT FORM
AGREEMENT

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is our annual budgetary obligation to fund the Narcotics Task Force. This is a general fund allocation.

 10/15/25

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 10/17/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 10/17/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 10/17/25

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 10/15/15

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

2024 AGREEMENT CREATING AND GOVERNING THE
WASHINGTON COUNTY NARCOTICS TASK FORCE

THIS AGREEMENT (Agreement) made this 20th day of May, 2024, by and between the State's Attorney for Washington County, Maryland (State's Attorney), the Board of County Commissioners of Washington County, Maryland (County), the Mayor and Council of the City of Hagerstown, Maryland (City), and the Sheriff of Washington County, Maryland (Sheriff).

RECITALS

It has been determined by the parties hereto that, as governmental units and entities with responsibilities for the enforcement of the criminal law respecting controlled dangerous substances, they can make a more efficient use of their powers and resources, and thereby provide a higher quality of law enforcement service to the public, through cooperation of the parties and the formation of a Joint Task Force to be known as the Washington County Narcotics Task Force (NTF).

The parties entered into a 2015 Agreement Creating and Governing the Washington County Narcotics Task Force (2015 Agreement) dated November 30, 2015. The 2015 Agreement revoked and replaced prior agreements which were entered in 1986 and 2004.

The parties now wish to revoke the 2015 Agreement, and replace it with this Agreement, which revises, updates, and restates the accord between the parties governing the creation and operation of the NTF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is declared to be the coordination of a multi-agency law enforcement unit, the manpower and other resources of which shall be directed at controlled dangerous substance violations.

It is the intent of the parties to agree upon joint and common utilization of training and support functions as well as the pooling of investigative resources.

It is the further intent of the parties that NTF shall conduct investigations into the financial activities of those who violate controlled dangerous substance laws, with a view to seizing such assets that are deemed contraband and subject to forfeiture under Maryland Code, Criminal Procedure Article, Title 12.

The 2015 Agreement is hereby revoked and of no further force and effect.

II. SOURCE OF POLICE AUTHORITY

As NTF will be staffed by officers from the Hagerstown City Police Department (HPD) and the Washington County Sheriff's Office, the only change in police power necessary to effectuate this Agreement concerns those officers from the HPD. Pursuant to the authority bestowed by Maryland Code, and subject to the terms and conditions of the Memorandum of Understanding between the City of Hagerstown and the County dated July 30, 2014 concerning the deputization of HPD officers, the Sheriff shall appoint each member of the NTF drawn from the HPD as a special deputy with all police powers which accompany said office in accordance with Maryland Code, Courts and Judicial Proceedings, §2-335, or as it may be amended from time to time.

III. ORGANIZATION

A. Governing Board.

There shall be a "Governing Board" whose members shall be:

- a) The State's Attorney for Washington County, Maryland;
- b) The Sheriff of Washington County, Maryland; and
- c) The Chief of Police of the City of Hagerstown, Maryland.

The Governing Board shall have absolute supervisory authority over the activities of NTF.

B. Member Agencies.

The Member Agencies of NTF are the Washington County State's Attorney's Office, the City of Hagerstown Police Department, and the Washington County Sheriff's Office.

C. Personnel.

Each of the member agencies shall contribute personnel to NTF in the following numbers:

1. Washington County State's Attorney's Office:
Two (2) Prosecutors; and
One (1) Legal Secretary.
2. Washington County Sheriff's Office:
Four (4) Police Officers- (to include one officer who is designated a supervisor);
One (1) Senior Office Associate; and
(One) (1) Analyst; and
(One) (1) Senior Office Associate; and
(One) (1) Office Associate.
3. City of Hagerstown Police Department:
Four (4) Police Officers- (to include one officer who is designated a supervisor).

It is a requirement that each of the Police Officers contributed by each agency shall be devoted Full Time to the NTF and shall be credentialed Task Force Officers, Federally Deputized by the U.S. Drug Enforcement Administration.

As determined by a majority vote at a regularly scheduled meeting, the Governing Board may alter the composition of the above-named personnel contributions from time to time as needed.

The respective sponsoring governmental units shall retain full responsibility for the compensation, retirement, insurance benefits, and discipline of their own personnel. The City agrees that it shall reimburse the County one-half (1/2) of the costs of the salary of two (2) of the Senior Office Associates assigned to the NTF, and the Analyst.

It is recognized by the parties hereto that officers and personnel assigned to NTF, who have had no previous special instruction in narcotics law enforcement methods will, of necessity, require such training as soon as practicable. Training periods required for personnel new to narcotics investigations shall in no way be considered as a diminution of the personnel contribution of a Member Agency. Furthermore, refresher courses and training seminars, for all personnel assigned to NTF, shall be encouraged by the Governing Board.

D. Supervision.

There shall be appointed by the Governing Board an NTF Director who shall have the responsibility for the day-to-day command and administration of NTF activities. Said Director shall be one of the law enforcement officers as defined by Maryland Code, Public Safety Article, Title 3, et seq., assigned to NTF. It is the intention of the parties that no single member law enforcement agency shall govern NTF. To this end, each member law enforcement agency which is in compliance with the Personnel provisions of Section III(C) above shall take alternate turns to provide a director of NTF. Further, said director's term of office shall be for a term of two (2) years, at the end of which the Governing Board shall appoint a successor from a different member law enforcement agency. Extension of said term may be approved by a majority of the Governing Board for a period not to exceed six (6) months.

IV. FUNDING

A. Equipment.

The Governing Board may provide for the allocation of existing equipment for use by NTF during the term of its organization. The Governing Board may also elect, after securing such approval as may be necessary from the funding body of the individual member agencies, to call for contributions from the Member Agencies for the purchase of expendable equipment.

B. Operating Expenses.

The County, the City, the State's Attorney, or Sheriff may provide for in-kind contribution of such items as office space, utilities, gasoline, telephone costs, etc., in such proportion as they deem necessary and appropriate.

The Governing Board shall promulgate and approve a written policy providing for a strict accounting for inventory and for detailed procedures pertaining to the expenditure, disbursement, receipt, and handling of funds and the maintenance of records of such transactions. The policy shall call for an annual audit of the inventory, and an audit no less frequently than quarterly to be conducted of the cash fund systems under such conditions as the Governing Board may require. All purchases will be conducted through the County's Purchasing System using County purchasing guidelines.

C. Budget.

The parties agree that the Governing Board shall submit an Annual Budget to the County in accordance with the budget policies of the County. The Annual Budget shall also be presented for approval to the City. The funding for NTF shall be divided equally between the City and the County. The Annual Budget for NTF, shall be administered by the County.

V. GOVERNING BOARD POWERS AND AUTHORITY

A. Powers.

The Governing Board shall establish policy, promulgate rules and regulations, set guidelines, and otherwise provide for:

1. The manner and method of conducting investigations by the personnel of NTF covered by this Agreement;
2. The manner in which procurement of equipment and supplies shall be made in accordance with existing policies and laws as from time to time may be amended;
3. The manner in which, upon dissolution of NTF, any surplus investigative funds or equipment are to be returned in proportion to the contributions made by the participating governmental units;
4. The establishment of strict accountability for all funds and the manner in which reports, including financial accountings at each scheduled meeting of the Governing Board, as well as all annual audits required by applicable law, all of which shall be prepared presented to each participating governmental unit;
5. The manner in which forfeited funds are disbursed to NTF, or other law enforcement entities, for equipment purchase, training, and personnel; and
6. Any other necessary and proper matters agreed upon by the Member

Agencies.

B. Authority.

It is agreed by the parties that each member of the Governing Board shall have one (1) vote which shall be cast at regularly scheduled Governing Board meetings, when a vote is necessary or appropriate under this Agreement. In cases of emergency, a vote may be held between meetings by conference call or remote electronic means, said vote to be ratified at the next scheduled meeting of the Governing Board.

VI. TERMINATION

Any of the parties to this Agreement shall have the absolute right to terminate this Agreement by providing sixty (60) days written notice to the other parties to this Agreement. Reasonable time shall be allowed for NTF personnel to complete pending investigations and prosecution.

In the event this Agreement is terminated, the equipment, personal property, accounts, money, currency, and other property, tangible or otherwise, provided to NTF by the City, County, Sheriff, or the State's Attorney, shall be distributed as follows. First, any property which is clearly identifiable as City, County, Sheriff, or State's Attorney's property shall be returned or distributed to the City, County, Sheriff, or State's Attorney respectively. Any other property, including but not limited to personal property, accounts, money, currency, cash, or other property, tangible or otherwise which has been acquired by NTF shall be distributed among the City, County, Sheriff and/or State's Attorney; a plan of disposition of said property shall initially be established by the Governing Board, subject to the final approval of the City and County.

This section shall not control the disposition of forfeiture proceeds. Forfeiture proceeds shall be controlled by an Amended Agreement Regarding Forfeiture of Contraband and Distribution of Proceeds dated July 28, 2004, or as amended from time to time. A copy of the Amended Agreement Regarding Forfeiture of Contraband and Distribution is attached hereto and all applicable provisions are incorporated herein by reference and made a part hereof.

In the event a dispute arises over the distribution of any property of NTF, including forfeiture proceeds, the parties hereto agree that any such dispute shall be submitted to arbitration with the American Arbitration Association in accordance with its rules, regulations, and procedures. The parties agree to be bound by the arbitration panel's decision.

The initial term of this Agreement shall be the fiscal year July 1, 2024, through June 30, 2025. If this Agreement is not terminated in accordance with the provisions of this Agreement, it shall be automatically renewed each fiscal year thereafter.

VII. INSURANCE, BENEFITS, AND BONDING

Each Member Agency providing personnel to NTF shall be responsible for maintaining adequate insurance coverage upon its personnel assigned to said NTF in the same manner as for other officers, employees and deputies who are employees of the Member Agencies. Such insurance shall include, where applicable, unemployment compensation, workers' compensation, general and law enforcement liability, errors and omissions, life, health, major medical, and any other insurance coverage normally extended to such officers, deputies, or employees pursuant to their benefits package with their respective employers.

VIII. MODIFICATION

This Agreement may be modified at any time with the unanimous consent of the parties. No modification shall be effective unless made in writing and executed and approved with the same formality as this Agreement.

IX. SEVERABILITY

If any provision herein shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

X. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, terms, and provisions of this Agreement shall apply to, bind, and be obligatory upon the parties, their successors and assigns, or any of them, whether so expressed or not.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN
MARYLAND

Donna K. Spickler

BY: Tekesha A. Martinez (SEAL)
Tekesha A. Martinez, Mayor

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND

(Don J. Marcus)

BY: John F. Barr (SEAL)
John F. Barr, President

WITNESS:

Regina M. Cirincion (SEAL)
Regina M. Cirincion, Esq.
State's Attorney for Washington County,
Maryland

Brian K. Albert (SEAL)
Brian K. Albert
Sheriff for Washington County,
Maryland

Paul J. Kifer (SEAL)
Paul J. Kifer
Chief of Police for the
City of Hagerstown

Approved for execution
by the County:

Zachary J. Kieffer
Zachary J. Kieffer, Esq.
County Attorney

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

Topic:

FY26 Reimbursement for Community Based Prosecutor - July, 2025 to June, 2026 -
Washington County Treasurer (Hagerstown, MD) \$ 80,995.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Community_Based_Prosecutor.pdf
COMMUNITY_BASED_PROSECUTOR.pdf
GrantAward_Acceptance_G0531.pdf

Description

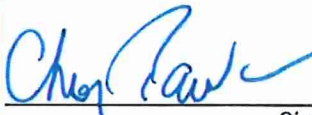
Signed Consent Form
CONSENT FORM
GRANT AWARD

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS FY26 reimbursement for Community Based Prosecutor. This is funded through the MCIN Grant.

 10/15/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

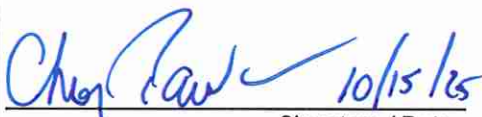
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WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

July 01, 2025

Chief Paul Kifer
Chief of Police
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: MCIN-2026-0006

Dear Chief Kifer:

I am pleased to inform you that your grant application submitted by **Hagerstown Police Department**, entitled "**Washington County MCIN Program**," in the amount of \$280,717.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Hagerstown Police Department's MCIN of Washington County program helps to foster collaboration amongst stakeholders and coalition partners to identify violent criminal organizations involved in firearms, drugs, human trafficking, and gang activity in. The program focuses on crime prevention, law enforcement, and prosecution strategies that impact violent crimes in the city and surrounding communities. Strategies rely on cooperation of coalition partners for intelligence gathering, information sharing, targeted enforcement, and effective prosecution. Resources are leveraged to identify, track, and apprehend violent offenders in a collaborative effort to disrupt and dismantle these criminal enterprises. Program funds provide personnel and contractual services

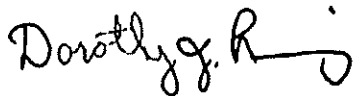
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. 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 **Matika Palmer**, your program manager, or **Courtney Thomas**, 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,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a large, stylized "D" and a long, sweeping horizontal stroke at the end.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Rebecca Fetchu



7/1/2025

Governor's Office of Crime Prevention and Policy



Control Number:

51760

Regional Monitor:

Palmer, Matika

Fiscal Specialist:

Thomas, Courtney

Grant Award & Acceptance Form

Grant Award Number: MCIN-2026-0006

Sub-recipient: Hagerstown Police Department

Project Title: Washington County MCIN Program

Implementing Agency: Hagerstown Police Department

Award Period: 07/01/2025 - 06/30/2026

CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$280,717.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$280,717.00

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Prevention and Policy in accordance with the

Maryland Criminal Intelligence Network

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.

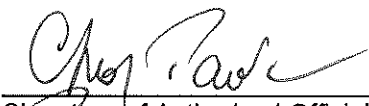
The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

FOR THE STATE OF MARYLAND:

Executive Director

Governor's Office of Crime Prevention and Policy

SUB-RECIPIENT ACCEPTANCE:



Signature of Authorized Official

Paul Kifer

Typed Name And Title

7/1/25

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.

A0501



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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 (GOCCP 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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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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:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

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Project Title:	Washington County MCIN Program		

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:
GOCCP Fiscal Specialist:

Palmer, Matika
Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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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).



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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Project Title:	Washington County MCIN Program		

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

GOCCP Regional Monitor:
GOCCP Fiscal Specialist:

Palmer, Matika
Thomas, Courtney

Grant Award - General Conditions

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Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
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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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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 (GOCCP): <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.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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 (EEO) obligations under the Safe Streets Act—including awards authorized by VAWA, VOCA, or JJDP—the U.S. Department of Justice, Office for Civil Rights (OCR), provides an online EEO 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 EEO, 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 EEO Utilization Report and/or Certification Form.

Submission Requirements: Once the EEO 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): dlcivilrightscpliance_goccp@maryland.gov
3. In the email subject line, include: Civil Rights/EEO 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>.



Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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:

Paimer, Matika

GOCCP Fiscal Specialist:

Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

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.pdf> Federal 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.



Grant Award - Special Conditions

Grant Award Number:	MCIN-2026-0006	Sub-Recipient:	Hagerstown Police Department
Award Period:	07/01/2025 - 06/30/2026	Implementing Agency:	Hagerstown Police Department
Project Title:	Washington County MCIN Program		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP 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 GOCCP 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 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.
- 4 All new project personnel supported with grant funding must be hired within 45 days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 days, project personnel allocations may be de-obligated at the discretion of the Governor's Office of Crime Prevention, Youth, and Victim Services.
- 5 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 GOCCP 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.

- 6 The sub-recipient agrees to submit the final financial report to GOCCP on or before 30 days after the end of the award. If the reports are not received by this date, GOCCP will not be able to reimburse the sub-recipient for the expenditures. Additionally, the financials cannot be revised.

PTC

- 7 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their program manager and provide a plan and timeline for entry into the system.
- 8 The sub-recipient must provide a copy of their Maryland Criminal Intelligence Network (MCIN) site's organizational structure within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 9 The sub-recipient must provide a copy of the set of standard operating procedures that governs their Maryland Criminal Intelligence Network coalition within 90 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 10 The sub-recipient must provide a copy of the Contract/ Memorandum of Understanding (MOU) that demonstrates the partnership or the development of a coalition for this program within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 11 The Governor's Office of Crime Prevention and Policy support must be noted in any press releases, newsletters, brochures, materials or RFPS related to this sub-award.

Example:

"This investigation was a coordinated effort between (please list law enforcement organizations involved in operation) under the Maryland Criminal Intelligence Network (MCIN). The Governor's Office of Crime Prevention and Policy (GOCPP) provides grant funding and strategic support to MCIN member sites to identify, disrupt, and dismantle criminal organizations through inter-agency collaboration and data sharing to make Maryland safer.

The Governor's Office of Crime Prevention and Policy funded this project under subaward number, XXXX-XXXX-XXXX. All points of view in this document are those of the author and do not necessarily represent the official position of any Maryland State office or agency."

- 12 Sub-recipient understands that by accepting this award, the designated Maryland Criminal Intelligence Network (MCIN) point of contact agrees to be an active participant in collaborative efforts which may include, but not limited to, monthly conference calls, email discussions, in-person meetings, and attending specified training.
- 13 The Governor's Office of Crime Prevention and Policy (GOCPP) encourages all Maryland Criminal Intelligence Network (MCIN) sites to participate in Maryland's Handle with Care Program. In 2018, the Handle with Care Program was implemented statewide and GOCPP has been assigned with implementing the program throughout the state to increase trauma-informed approaches and to address Adverse Childhood Experiences (ACEs) to prevent future victimization or criminality. For more information about the program and implementation within your agency please visit <https://handlewithcaremd.org/law-enforcement-protocol.php>.
- 14 Sub-recipient agrees to submit a copy of the agency's overtime policy, which include information on the approval process, within 30 calendar days of the receipt of the award. Should there be any delay in the process, written, or email, contact must be maintained with the Program Manager until the physical document is submitted.
- 15 Sub-recipient agrees to keep documentation of monthly overtime usage by using the Monthly Overtime Summary Report provided by the Governor's Office of Crime Prevention and Policy (GOCPP) or their own overtime report. Please note that the overtime report should identify how overtime was used as it relates to MCIN initiatives.
- 16 Sub-recipient agrees when planning a warrant sweep or warrant initiative to include and coordinate with their coalition partners and at least one other MCIN site. MCIN partners and their stakeholders should be coordinating efforts and prioritizing targets of criminal organizations (Gangs, Guns, Drugs, Human Trafficking), violent criminals, and repeat violent offenders prior to the operation. When executing the warrant sweep, Maryland's Handle with Care Program must be implemented. Upon completion of the warrant sweep a press release should be completed outlining the results and the participation by MCIN coalition partners.
- 17 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention and Policy (GOCPP) may not make any grant funds available to that law enforcement agency.

POK

- 18 When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of GOCPP must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication:

"The Governor's Office of Crime Prevention and Policy funded this project under subaward number BJAG-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."

- 19 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."

- 20 A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCPP by uploading contract under the Documents tab of the award.
- 21 Activities related to the sub-agreement or contract in your award cannot occur until GOCPP has received and approved a copy of the signed agreement/contract.
- 22 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 identical cost items for which funds are provided under this award. 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.
- 23 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 gocppgrants.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.
- 24 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.
- 25 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.
- 26 As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place. See Section 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. Also, see the Determination of Suitability to Interact with Minors Form (<https://gocpp.maryland.gov/determination-of-suitability-form>) available in the Notice of Funding Availability (NOFA).
- 27 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://gocpp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf>
- 28 Conference and training logistics must be provided once identified and information becomes available. Provide GOCPP with the dates, times, and locations of each conference or training 30 days in advance. Submit a Grant Adjustment Notice (GAN) in the GMS to include the logistics, as well as an adjustment of costs, fees, and rates in the justification.

PJC

29 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

- 30** All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

**Budget Notice**

Grant Award Number:	MCIN-2026-0006	
Sub-recipient:	Hagerstown Police Department	
Project Title:	Washington County MCIN Program	
Implementing Agency:	Hagerstown Police Department	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State General Fund

Funding Summary	Grant Funds	100.0 %	\$280,717.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$280,717.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Crime Analyst	Fringe	Grant Funds	\$3,000.00
Crime Analyst	Salary	Grant Funds	\$19,925.00
Law Enforcement Overtime - Gun Violence	Overtime	Grant Funds	\$37,200.00
Law Enforcement Overtime - MCIN	Overtime	Grant Funds	\$49,600.00
MCIN Coordinator	Fringe	Grant Funds	\$19,153.00
MCIN Coordinator	Salary	Grant Funds	\$63,844.00
Personnel Total:			\$192,722.00

Travel

Description	Funding	Quantity	Unit Cost	Total Budget
MCIN Conferences Per Diem	Grant Funds	8	\$50.00	\$400.00
MCIN Conferences Lodging	Grant Funds	8	\$200.00	\$1,600.00
Travel Total:				\$2,000.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allied Law Enforcement Overtime	Grant Funds	1	\$5,000.00	\$5,000.00
MCIN Prosecutor - State's Attorney's Office	Grant Funds	1	\$80,995.00	\$80,995.00
Contractual Services Total:				\$85,995.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 7/1/2025



Governor's Office of Crime Prevention and Policy



Control Number:

51760

Regional Monitor:

Palmer, Matika

Fiscal Specialist:

Thomas, Courtney

Submitted Date:

Programmatic Reporting

Grant Award Number:	MCIN-2026-0006	
Sub-recipient:	Hagerstown Police Department	
Project Title:	Washington County MCIN Program	
Implementing Agency:	Hagerstown Police Department	
Award Period:	07/01/2025 - 06/30/2026	CFDA: State General Fund

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 (15)

1	During this reporting period, how many individuals were identified as priority criminal offenders?	
2	During this reporting period, how many of the priority criminal offenders were arrested?	
3	During this reporting period, how many investigative operations conducted for MCIN related cases?	
4	During this reporting period, how many law enforcement personnel (officers, detectives, analyst, etc.) were involved in investigative operations for MCIN related cases?	
5	During this reporting period, what are the total number of hours in overtime used for investigative operations for MCIN related cases?	
6	During this reporting period, how many MCIN cases were formally charged by a grand jury (indictments)?	
7	During this reporting period, how many offenders were convicted on MCIN related offenses?	
8	During this reporting period, how many MCIN cases were prosecuted as RICO (federal racketeering)?	
9	During this reporting period, how many MCIN related offenders were convicted of RICO (federal racketeering)?	
10	During this reporting period, how many MCIN related investigative operations resulted from multi-jurisdictional intelligence such as data-sharing and/ or collaborative activities?	
11	During this reporting period, how many new criminal organizations/ networks identified related to MCIN initiatives?	
12	During this reporting period, was all data entered into HIDTA CAP and Case Explorer? Enter 1 for "yes" and 2 for "no."	
13	During this reporting period, how many "Handle with Care" notices has been sent as a result of an investigative operation related to a MCIN case?	

14	During this reporting period, how many children (under the age of 18) were involved in an investigative operation as a victim or witness?	
15	During this reporting period, how many MCIN related press releases and/or press conferences conducted?	

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:

Entry Level Recruit Fees for Washington County Police Academy 11(9 at \$ 2,500/each) -
Washington County Sheriff's Office (Hagerstown, MD) \$ 22,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Acadmey_Tuition.pdf
20251015152420322.pdf
WCPA_Invoice_HPD_Class_11.docx

Description

Signed Consent Form
CONSENT FORM
WCPA INVOICE

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
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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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	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 covers the tuition for 9 new recruits to attend the next Academy. Funding comes from our general fund.

Cheryl Paw — 9/20/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Freese 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

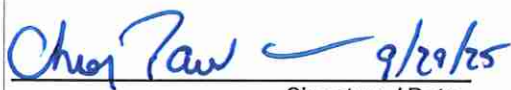
Cheryl Paw 10/17/25
Signature / Date

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Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

[illegible]

REMIT TO: Washington County Sheriff's Office
500 Western Maryland Parkway
Hagerstown, MD. 21740
Attn: Pam Delosier

MAKE CHECKS PAYABLE TO: Washington County Treasurer

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

Topic:

HPD Building Cleaning - Ragland Cleaning Services (Hagerstown, MD) \$ 20,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Building_Cleaning.pdf
RAGLAND_CLEANING_SERVICES.pdf
city6.pdf
PRICE_BREAKDOWN.pdf

Description

Signed Consent Form
CONSENT FORM
PROPOSAL
PRICE BREAKDOWN

[illegible]

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 10/16/25
Signature / Date

Signature / Date

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COMMENTS

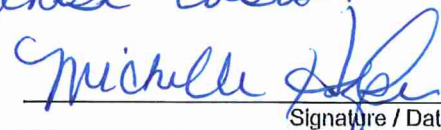
Approve

 10/16/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - funding anticipated from current staffing vacancy to cover these costs.

 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 10/17/25
Signature / Date

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Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Ragland Cleaning Services Proposal

Customized Exclusively For:

Hagerstown City Police Dept.



RAGLAND CLEANING SERVICES work schedule:

Category / Service

How Often?

GENERAL CLEANING

Dust and Clean Fixtures And Office Furniture	<u>3</u> times <u>weekly</u> / monthly
Spot Clean Doors, frames, walls, and switches	<u>3</u> times <u>weekly</u> / monthly
Empty trash cans	<u>3</u> times <u>weekly</u> / monthly
Clean entrance and partition glass, remove smudges	<u>3</u> times <u>weekly</u> / monthly
Clean and sanitize drinking fountains/coolers	<u>3</u> times <u>weekly</u> / monthly
Clean and sanitize telephones	<u>N</u> times weekly / monthly
Wipe down baseboards	<u>1</u> times <u>weekly</u> / monthly
Vacuum and/or wipe fabric/leather/plastic furniture	<u>1</u> times weekly / <u>monthly</u>
Clean and polish chrome chairs and table legs	<u>N</u> times weekly / monthly
Dust all venation blinds	<u>N</u> times weekly / monthly
Dust ceiling vents, light fixtures and picture frames	<u>1</u> times weekly / <u>monthly</u>

FLOOR MAINTENANCE

Vacuum all carpeted areas	<u>3</u> times <u>weekly</u> / monthly
Spot removal on carpets	<u>N</u> times weekly / monthly
Dust mop ceramic and resilient floor areas	<u>3</u> times <u>weekly</u> / monthly
Damp mop ceramic and resilient floor areas	<u>3</u> times <u>weekly</u> / monthly

KITCHEN/ LUNCH EATING AREAS

Clean and disinfect kitchen counters and tables	<u>3</u> times <u>weekly</u> / monthly
Restock kitchen paper and soap products	<u>3</u> times <u>weekly</u> / monthly
Clean and disinfect exterior of appliances	<u>3</u> times <u>weekly</u> / monthly
Clean microwave inside and outside	<u>3</u> times <u>weekly</u> / monthly

1
Initial/ Initial

RESTROOMS

Clean and polish restroom dispensers and fixtures	<u>3</u> times <u>weekly</u> / monthly
Clean and disinfect sinks, toilets, and urinals	<u>3</u> times <u>weekly</u> / monthly
Spot clean tile walls and toilet partitions	<u>3</u> times <u>weekly</u> / monthly
Wash restroom floors with germicidal cleaner	<u>3</u> times <u>weekly</u> / monthly
Clean and polish restroom metal and mirrors	<u>3</u> times <u>weekly</u> / monthly
Restock restroom paper and soap products	<u>3</u> times <u>weekly</u> / monthly
Wash restroom partition with germicidal cleaner	<u>3</u> times <u>weekly</u> / monthly
Clean and sanitize sanitary napkin dispensers	<u>3</u> times <u>weekly</u> / monthly

SPECIAL FLOOR CARE SERVICES

Spray buff floors	___ times wkly / monthly / year
Machine scrub floors	___ times wkly / monthly / year
Scrub & Recoat floors	___ times wkly / monthly / year
Strip & Wax floors	___ times wkly / monthly / year
Hot water extract carpets	___ times wkly / monthly / year

ADDITIONAL DUTIES

<u>Stair ways 2 of them</u>	___ times weekly / monthly
<u>SWEEP AND MOP</u>	<u>1</u> times <u>weekly</u> / monthly
<u>Hallways mop AND Dustmap</u>	<u>3</u> times <u>weekly</u> / monthly

CLOSING INSTRUCTIONS

Clean and organize janitor closet	___ times weekly / monthly
Turn off lights as instructed	___ times weekly / monthly
Set alarms as instructed	___ times weekly / monthly

OTHER CLOSING INSTRUCTIONS NOT LISTED ABOVE

___ / ___
Initial/ Initial

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City Police Dept. ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at:

Address: 50 N. Burhan's Blvd
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

\$ 0 plus applicable tax per month, to include a _____ times per week/month service. Initial _____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manner.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance.

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

- | | | |
|------------------------------|------------------|---------------------------------------|
| a. Strip & Wax Floors | \$ _____ | _____ |
| b. Scrub & Recoat Floors | \$ _____ | _____ |
| c. Burnish Floors | \$ _____ | _____ |
| d. Hot Water Extract Carpets | \$ _____ | _____ |
| e. Window Washing | \$ <u>420.00</u> | <u>21 windows inside and outside</u> |
| f. Initial Cleaning | \$ <u>110.00</u> | to include <u>1st Floor per visit</u> |
| g. Other | \$ <u>220.00</u> | <u>3rd and 2nd Floor per visit</u> |

Additional services accepted by: _____

Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

Initial/Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

\$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being \$ _____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Mon. Wed. Friday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

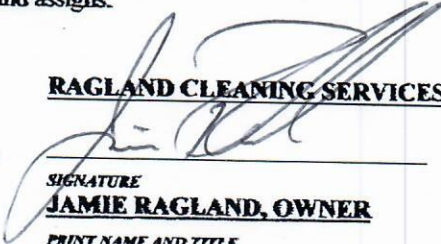
SIGNATURE

DATE

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES


SIGNATURE

JAMIE RAGLAND, OWNER

PRINT NAME AND TITLE

10-10-2025
DATE

Email signed contract to: raglandcleaningservices@yahoo.com

CONTRACT VOID AFTER: _____

DATE

Carroll, Kristy

From: Carroll, Kristy
Sent: Wednesday, October 15, 2025 2:43 PM
To: Carroll, Kristy
Subject: FW: Cleaning Contract for HPD
Attachments: city6.pdf

Kristy E. Carroll

Executive Administrative Coordinator
Hagerstown Police Department
50 N. Burhans Boulevard
Hagerstown, Maryland 21740
kcarroll@hagerstownpd.org
301.791.2371

DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.



From: mchaney@hagerstownpd.org <mchaney@hagerstownpd.org>
Sent: Wednesday, October 15, 2025 2:03 PM
To: kcarroll@hagerstownpd.org; TFrench@hagerstownmd.org; MHepburn@hagerstownmd.org; BGarver@hagerstownmd.org
Cc: pkifer@hagerstownpd.org; DSpickler@hagerstownmd.org
Subject: Cleaning Contract for HPD

Kristy,

Can we get this item on the October agenda for M&C?

Contract Period: November 1, 2025 – June 30, 2026

This will follow the same agreement and process previously established with Ragland Cleaning Services for Public Works and the Hagerstown Fire Department.

Costs – Under This Contract:

- 1st Floor: \$110 per cleaning (3x per week)
- 2nd Floor: \$110 per cleaning (3x per week)
- 3rd Floor: \$110 per cleaning (3x per week)

- Windows: \$420 per cleaning (once per month)

Louise Kitchens will continue cleaning the 2nd and 3rd floors for us; however, Ragland provided pricing for those floors in case coverage is needed. This request totals \$20,000.00, to be charged to Account 0110204.5378 (Maintenance Agreement).

Breakdown:

- 1st Floor Cleaning: \$12,870.00 (39 weeks × 3 times/week × \$110 per cleaning)
- Window Cleaning: \$2,940.00 (monthly, Nov–June, at \$420 per cleaning)
- Contingency: \$4,190.00 (to cover up to 38 additional floor cleanings if Louise is unavailable)

Funding:

Michelle / Brooke / Tyler – Funding is currently not available in Account 0110204.5378.

Can we please transfer \$20,000.00 from Account 0110204.5112 (Regular Wages – Hourly Personnel) to cover this?

Our vacancy announcement for the full-time position remains open, though it's unlikely we'll find a qualified candidate at the current rate of \$16.95 an hour.

Thanks

Mark

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

Topic:

ForenScope Contactless LITE Fingerprint System - GRIMM Forensics (Rocky Mount, VA) \$28,420.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

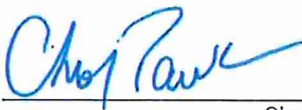
File Name	Description
Police_-_ForenScope_Contactless_LITE_Fingerprint_System.pdf	Signed Consent Form
GRIMM_FORENSICS.pdf	CONSENT FORM
GRIMM_Forensics_Quote_MD-WCL093025.pdf	QUOTE
GRIMM_Forensics_ForenScope_Sole_Source_Letter.pdf	SOLE SOURCE

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is necessary equipment for the crime lab. The purchase is being made with the Coverdale grant and follows city purchasing guidelines.

 10/16/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

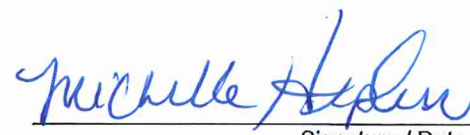
Approve

 10/16/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

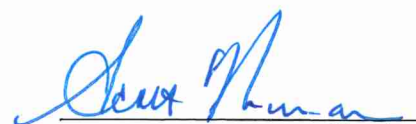
Approve

 10/16/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 10/17/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 28, 2025 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Paul J. Kifer, Chief of Police

Account/Project Name: ForenScope Contactless LITE Fingerprint System

Account No: 4510000 5833 C0182 CIP Control No. _____

Budget Amount: \$28,420.00 Account Balance: \$61,411.00 Unbudgeted Amount: \$

Fiscal Year: 2026 Source of Funds: Coverdell Grant

Quantity	Description	Value
1	ForenScope Contactless LITE Fingerprint System	\$ 28,420.00
TOTAL VALUE OF PROJECT		\$ 28,420.00

ABOVE TO BE USED FOR: WMRCL

RECOMMENDED VENDOR: Business Name: GRIMM Forensics

Business Address: 355 S. Main Street

City/State/Zip: Rocky Mount, Virginia 24151-1710

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

[illegible]

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	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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	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.
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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 This is necessary equipment for the crime lab. The purchase is being made with the Coverdale grant and follows city purchasing guidelines.

 10/16/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

GRIMM FORENSICS

GRIMM Forensics LLC
355 S Main St
Rocky Mount VA 24151-1710
info@grimmforensics.com
EIN 33-2616318

Page Number

1

Date

09/30/2025

Invoice Number

MD-WCL093025

QUOTE

EXPIRATION DATE: 12/31/2025

**INVOICED
TO**

WESTERN MARYLAND REGIONAL CRIME LAB
ACCOUNTS PAYABLE
50 N BURHANS BLVD
HAGERSTOWN, MD 21740-4661

**SHIPPED
TO**

WESTERN MARYLAND REGIONAL CRIME
LAB
JESSICA SHAFFER
50 N BURHANS BLVD
HAGERSTOWN, MD 21740

jshaffer@hagerstownpd.org
301-766-4115

Purchase Order Number

**Payment Terms
NET 30 DAYS**

Line Item Number	Quantity Shipped	Product Item #	Product Description	Product Unit Price	Line Item Total Price
1	1	FS-CL-LITE	ForenScope Contactless LITE Fingerprint System Unprocessed Fingerprints on Reflective Surfaces	\$28,420.00	\$28,420.00
TOTAL					\$28,420.00

DISCOUNTS APPLIED TO THIS QUOTE

2 YEAR WARRANTY ON DEFECTIVE PARTS AND
LABOR

FREE ONLINE TRAINING INCLUDED

SHIPPING CHARGES INCLUDED IN TOTAL PRICE

THESE ITEMS ARE SOLE-SOURCE FROM GRIMM
FORENSICS, LLC

9/20/2025

Sole Source Justification Letter:
ForenScope Multispectral Imaging Systems

GRIMM Forensics, LLC is the exclusive reseller of all ForenScope Multispectral Imaging Systems for the United States. The ForenScope CSI Pro 3 Smartphone, SuperSpectral, t-ZOOM DNA, Contactless LITE, Contactless LAB, Contactless LAB Ultra, and 8K System, and all other ForenScope related products and services are only available from GRIMM Forensics, LLC within the United States.

ForenScope Multispectral Imaging Systems are not available through any other distributors within the United States.

Delivery time is typically 60-90 days ARO.

The design and production of all products are considered proprietary to GRIMM Forensics, LLC and ForenScope and should not be distributed to any other parties or companies.

A handwritten signature in black ink, appearing to read 'Michael Grimm', is positioned above the printed name and title.

Michael Grimm
President
GRIMM Forensics, LLC

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

Topic:

Traffic Signal Cabinet - Econolite (Glen Burnie, MD) \$ 25,350.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Traffic_Signal_Controller.pdf

Description

Traffic Signal Cabinet

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Econolite products are used exclusively for traffic signal operations within the City. Sole source over \$10,000 requires Mayor and Council approval.

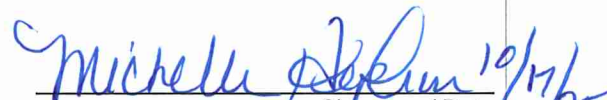

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

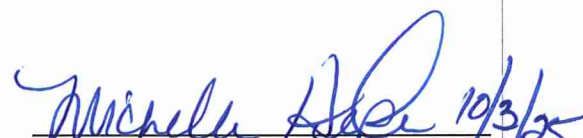
Approve


Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is sufficient funding for this replacement.


Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval


Signature / Date

Quotation

10/3/2025

To:

ESTIMATOR	Quote Name: complete cabinet Project Reference: quote # 9399 REVISED Econolite Reference: Q-53582-9496
*Ship To Address to be verified URO	

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	45517G1	1	TS2-2 PNG P44 BM 16 VERT CAB MSHA, MD IN/OUT BARE ALL PLUGINS INCLUDED	\$0.00	\$17,200.00	\$17,200.00
2	T20408	1	44 X 26 RUBBER PADS	\$0.00	\$100.00	\$100.00
3	COBS22120320 000	1	COBALT C-SERIES, TS1, 8MB DATAKEY, FSK CARD 25-PIN	\$0.00	\$4,150.00	\$4,150.00
4	A700-1166-01 AVCM	1	ASSY, ACP, PRIMARY MODEL AVCM INSTALLED IN CABINET	\$0.00	\$3,900.00	\$3,900.00

Subtotal	\$25,350.00
Shipping & Handling*	
Taxes**	\$0.00
Tariffs**	\$0.00
TOTAL	\$25,350.00

Onsite Field Service Support Rate: \$150.00/hr (4hr min) or \$2,500.00/day (includes T&E)

ABOVE CABINET WILL BE STREET READY

Any tariff amount shown is an estimate of the tariff fee based on information available as of today's date. Econolite will pass through all tariff fees in effect at the time of shipment, which may be different from the tariff amount set forth herein and on the order acknowledgment.

Unless specifically requested by the customer and noted on this quotation, the product(s) quoted herein may not comply with any BABA Act (Build America/Buy America) requirements.

Cabinet designs are considered final at time of order. Changes requested after date of order may result in additional fees and extended shipping lead times.

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback



Quotation

use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

Quote Valid For 30 Days

FOB: GLEN BURNIE MD

Terms: NET30

*Ship Terms: PPD

**Taxes and Tariffs Estimated (if included)

Theresa Mullaney

Theresa Mullaney, Senior Sales Specialist

Mobile: 443-722-4553

TMullaney@econolite.com

Shipping Date: To be determined at time of receipt of order

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback

FY 26 thru FY 30

Capital Improvement Plan

City of Hagerstown, Maryland



Project # 45-C0433
Project Name Signal Controller Upgrades

Contact	Deike	Department	Public Works
Type	Improvement	Category	Machinery and Equipment
Status	Active	Useful Life	10 years
Location:	Various locations	Year Submitted:	1993

Description

FY26 - FY30: Traffic signal improvements and replacements of conflict monitors, controllers, cameras and emergency batteries.

Justification

To upgrade traffic monitoring system to improve traffic flow.

Creation, maintenance, and enhancement of City public service buildings and facilities is consistent with the Comprehensive Plan's recommendation to ensure continued high quality of services to our citizens.

Expenditures	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Equip/Vehicles/Furnishings	30,000	30,000	30,000	30,000	30,000	150,000
Total	30,000	30,000	30,000	30,000	30,000	150,000

Funding Sources	FY 26	FY 27	FY 28	FY 29	FY 30	Total
Transfers to CIP-General Fund	24,000	30,000	30,000	30,000	30,000	144,000
CIP Fund Balance	6,000	0	0	0	0	6,000
Total	30,000	30,000	30,000	30,000	30,000	150,000

Budget Impact

Improved Traffic Efficiency

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

Topic:

Roof Repairs at 32 N. Potomac Street to Correct Deficiencies by Boulevard Contractors - Garland/DBS, Inc. (Cleveland, OH) \$ 36,863.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Roof_Repairs_at_32_N_Potomac_Street.pdf

Description

32 N. Potomac Street Roof Repairs



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 28, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Downtown Redevelopment; Customer Service Center

Account No: 4507001-5594 & 0124010-5372 CIP Control No. C0854

Budget Amount: \$0 Account Balance: \$0 Unbudgeted Amount: \$(-\$36,863.00)

Fiscal Year: 25/26 Source of Funds: GF Budget Contingency

Quantity	Description	Value
1	Roof Repairs	\$ 36,863.00
	Cost Breakdown: 4507001-5594-C0854: \$30,987	
	0124010-5372: \$ 5,876	
	NOTE: Funds will be transferred to cover these accounts from the	
	GF Budget Contingency line item.	
TOTAL VALUE OF PROJECT		\$ 36,863.00

ABOVE TO BE USED FOR: To correct deficiencies by the general contractor (Boulevard Contractors)
in the elevator shaft roof and to make general repairs to the main roof.

RECOMMENDED VENDOR: Business Name: Garland/DBS, Inc.
Business Address: 3800 East 91st Street
City/State/Zip: Cleveland, OH 44105

Bid/Proposal/Quote No.: 25-MD-250955 Sole Source? ☐ Yes ☒ No

OTHER VENDORS		
Firm	City/State	Total Amount
Ron Ruff Roofing	Arbutus, MD	\$36,863
JBK Contracting	Gambrills, MD	\$41,735
Apex Construction	Ocea City, MD	\$58,572
Colbert Roofing Corporation	Springfield, VA	\$66,721

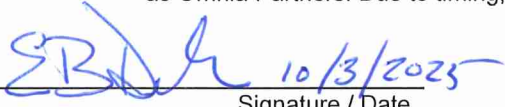
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Ruff Roofing of Arbutus, MD, will complete the work under Garland/DBS (Garland). Garland designs and oversees the projects seeking competitive bids from independent contractors. Our contract is with Garland and not directly with the roof installer. Garland provides services through a government recognized purchasing cooperative known as Omnia Partners. Due to timing, approval has already been given to Garland to proceed.

 10/3/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

approve

 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - adequate funding has been identified to cover this necessary capital improvement.

 10/3/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 10/17/25
Signature / Date



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Hagerstown
32 N Potomac Street
Hagerstown, MD 21740

Date Submitted: 09/23/2025
Proposal #: 25-MD-250955
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Bid Item #1 - 32 North Potomac Elevator Shaft Leak Repairs

1. Remove metal panels from elevator shaft along with j channel
 - a. Both sides of elevator shaft shingle roof are included in the scope of work
2. Remove shingles as far as needed to expose existing underlayment and allow for new high temp ice and water shield to be installed
 - a. Old underlayment and new underlayment need to be overlapped 6 inches
3. Install L metal flashing, fastening to the existing plywood sheathing, extending 6 inches onto the field, and 6 inches up behind the existing metal panels
4. Reinstall shingles matching the existing profile, with as close of a color match as possible
5. Reinstall existing metal panels and J channel
6. At perimeter of radial fascia, repair/refasten holes in fascia metal
7. Apply a dab of sealant on top of fasteners that have no washers on them on radial metal roof
8. Clean up all roofing related trash and debris

Bid Item #1:

Proposal Price Based Upon Market Experience:	\$ 28,670
---	------------------

Garland/DBS Price Based Upon Local Market Competition (Bid Item #1):

Ron Ruff Roofing	\$ 28,670
Apex Construction	\$ 31,054
JBK Contracting	\$ 31,945
Colbert Roofing Corporation	\$ 36,180

Scope of Work: Add Alternate #1

1. Replace radial fascia on metal roof of elevator shaft
2. Remove the existing fascia and fabricate new metal radial fascia
 - a. Metal to be seamless fabrication

Add Alternate #1:

Proposal Price Based Upon Market Experience:	\$ 2,317
---	-----------------

Garland/DBS Price Based Upon Local Market Competition (Add Alt. #1):

Ron Ruff Roofing	\$	2,317
JBK Contracting	\$	4,706
Apex Construction	\$	9,845
Colbert Roofing Corporation	\$	12,384

Scope of Work: Bid Item #2 - 32 North Potomac EPDM Roof Repairs

1. Remove previously completed repairs that have been installed incorrectly
 - a. These have been pointed out during prebid
2. Any punctures in the EPDM membrane, need to be patched with single ply primer, and Epdm coverstrip
 - a. Bead of structural sealant to be installed around perimeter of all patches
3. Patches that were put over structural penetrations should be filled with insulation to match the new roof height
4. All roofing related trash and debris needs to be removed from the job site

Bid Item #2:

Proposal Price Based Upon Market Experience:	\$ 5,876
---	-----------------

Garland/DBS Price Based Upon Local Market Competition (Bid Item #2):

JBK Contracting	\$	5,084
Ron Ruff Roofing	\$	5,876
Apex Construction	\$	17,673
Colbert Roofing Corporation	\$	18,157

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

25:MD 2509.55

**LUMP SUM
CONTRACT AGREEMENT**

**CUSTOMER SERVICE CENTER – ROOF REPAIRS
CONTRACT NO. RFP-25-CSC-24**

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the CITY OF HAGERSTOWN, MARYLAND, Party of the First Part, hereinafter called the "OWNER", and GARLAND/DBS, INC. Party of the Second Part, hereinafter called the "CONTRACTOR".

WITNESSETH: In consideration of the payments and agreements mentioned, to be made and performed by the owner, the Contractor hereby agrees with the Owner to commence and complete the construction described as follows: Community Service Center, Roof Repairs, Contract No. RFP-25-CSC-24 hereinafter called the PROJECT, for the lump sum amount of: **\$36,863.00 – Thirty-Six Thousand, Eight Hundred Sixty-Three dollars and 00/100** and all extra work in connection therewith, under the terms as stated in the "Roofing Material and Services Proposal" (the "Proposal") dated September 23, 2025, which proposal is attached hereto and incorporated herein. The Contractor further agrees to complete all work and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said project in accordance with the conditions, schedule of values, and prices stated in the Proposal as prepared by Garland/DBS, Inc. all of which are made a part hereof and collectively constitute the Contract Agreement.

ARTICLE I - TIME OF COMPLETION AND LIQUIDATED DAMAGES:

The Contractor hereby agrees to commence work under this contract on or before a date specified in the Notice to Proceed and to fully complete the project by December 31, 2025. Liquidated damages are assessed at \$300 per day for each CALENDAR DAY that any work shall remain incomplete beyond the time specified.

Contractor agrees to guarantee all of the work performed under this contract to be done in accordance with the Contract Documents in a workmanlike manner and to replace any work which may be deemed unacceptable by the City Engineer up to ONE (1) Calendar year from the completion and acceptance of the work due to defective materials or workmanship.

ARTICLE II - RIGHT OF THE OWNER TO TERMINATE CONTRACT:

In the event that any of the provisions of this contract are violated by the Contractor, or any of his subcontractors, the Owner may serve written notice to the Contractor of its intention to terminate the Contract. Such notice shall contain the reasons for such termination of the Contract, and the Contract shall terminate at the end of ten (10) calendar days unless satisfactory arrangements or corrections are made by the Contractor.

The City may take over the work and prosecute the same to completion, by contract or otherwise. The City may also take possession of the Contractor's materials that may be on the site of the work and utilize said materials in completing the work. Whether or not the Contractor's right to proceed with the work is terminated, he shall be liable for any damage to the City resulting from his refusal or failure to complete the work within the specified time.

LUMP SUM CONTRACT AGREEMENT (contd.)

The rights and remedies of the City provided in this contract are in addition to any other rights and remedies provided by law or under this contract.

If the City terminates the contractor's right to continue with the work, the resulting damages that the Contractor shall be responsible for are both the above liquidated damages (added daily as may be required for final completion of the work) and any increased costs incurred by the City in completing the work.

ARTICLE III – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have an A.M. Best Company rating of A- or better or its equivalent, and acceptable to the City.

A.) Workers Compensation:

The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers Compensation	-	Statutory
Employers Liability	-	\$100,000 (Each Accident)
	-	\$500,000 (Disease - Policy Limit)
	-	\$100,000 (Disease - Each Employee)

B.) Comprehensive General Liability Insurance:

The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

Occurrence Form.

\$1,000,000 Each Occurrence.

\$1,000,000 General Aggregate.

Such insurance shall protect the City, its agents, elected and appointed officials, board members and employees against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have an A.M. Best Company rating of A- or better or its equivalent, and acceptable to the City.

C.) Business Automobile Liability:

The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for bodily Injury or Property damage.

D.) Certificate(s) of Insurance:

The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured.

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

E.) Deductibles or Self Insured Retention:

All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Contractor.

F.) General Indemnity:

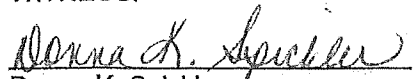
The Contractor shall indemnify, defend and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees and agents for any and all suits, actions legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control of its behalf in connection with or incident to its performance of the Contract.

ARTICLE IV - PAYMENT:

(A) The City shall pay the contract Lump Sum amount to the Contractor for executing all the work specified in the Contract complete in place to the satisfaction of the City Engineer.

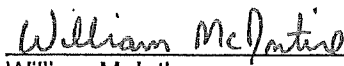
(B) The City shall pay the Contractor on a monthly basis as work is completed. The City will determine the percentage of the work that was completed during the pay period. This percentage will be multiplied by the portion of the Lump Sum allocated to this work in the schedule of values. Five (5) percent of the value of the pay application for any month shall be retained by the City until final acceptance of the work. Only that work executed to the satisfaction of the City Engineer complete in place and for the time period covered by the application for payment will be considered. The Contractor shall submit an invoice for payment along with the City Standard Estimate. The City shall review the invoice within five (5) business days of receipt and either approve payment (less applicable retainage) or reject the invoice and contact the Contractor immediately with the explanation of rejection.

WITNESS:


Donna K. Spickler,
City Clerk


Witness

BY: CITY OF HAGERSTOWN, MD


William McIntire,
Mayor

BY:


COMPANY



Brian Lambert

(Name and Title)

Brian Lambert - President

(Address)

3800 E 91st St.

(City and State)

Cleveland, OH 44105

(Business Phone)

216-430-3522

Hobson@garlandco.com

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

Topic:

Kelly HVAC Preventive Maintenance Agreement for Evaporative Cooling Tower at Ice Rink -
Kelly HVAC, Inc. (Upper Marlboro, MD) \$ 10,480.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Ice_Rink_Maintenance_-_
_Evaporative_Cooling_Tower.pdf

Description

Kelly HVAC Preventive
Maintenance Agreement

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The agreement has already been signed, so the work could proceed. The equipment is very old and the preventive maintenance program should prolong the life of the equipment. Purchase over \$10,000 and sole source requires Mayor and Council approval.

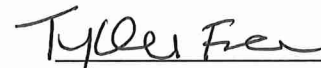
 10/13/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

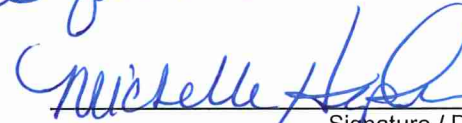
Approved

 10/14/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - Adequate funding identified to cover the needed maint. costs for this equipment.

 10/13/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

 10/17/25
Signature / Date



8431 Old Marlboro Pike, Upper Marlboro, MD 20772 || (301) 736 6585 | FIN 52-1891435 || www.kellyhvac.com

Preventive Maintenance Agreement

Quote No. 2193

New	Revised	Renewal
X		

Kelly HVAC Inc., is pleased to provide a planned preventive maintenance agreement to:

Customer: CITY OF HAGERSTOWN

Property Name: Ice Rink

Property Address: 351 N Cleveland Ave, Hagerstown, MD 21740

Billing Address: 351 N Cleveland Ave, Hagerstown, MD 21740

Person of Contact: Mark Haddock

Phone:

Email:

Preventive Maintenance Agreement Coverage

Evaporative Cooling Tower: Check system and general operation. Clean and grease as needed. Filters, belts, coil cleaning and lubricants are included.

Monthly Maintenance

1. Review log sheets and service history from previous month and talk to manager about any problems or concerns they have with machines.
2. Perform a thorough leak check of machines using halide detection device.
3. During mid-season monthly, draw an oil sample for lab and analysis. This is to be done twice per year.
4. Check crankcase heaters.
5. Check refrigerant level in tank.
6. Check all condenser strainers and nozzles. Clean as necessary.
7. Check condenser pump, fan, bearings, motor drive belt and pulleys. Lubricate bearings and adjust/replace belts as necessary.
8. Check water treatment system for proper operation.
9. Check all safety controls, contactors and terminals for signs of wear, overheating or pitting.
10. Check low and side oil separators for operation.
11. Check operation of compressors.
12. Check operation of permafrost and snowmelt heaters and condition of glycol solution.

This agreement includes all material, cleaning, draining, and change over.

Preventive Maintenance Agreement Schedule

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
X		X		X		X		X		X	

Scope of Work:

Kelly HVAC Inc. (KHVAC) and the Customer agree that the services checked below will be provided by KHVAC at the Customer's facility. The Terms and Conditions, Equipment Listings, and Schedules included in this Agreement covers the right and obligations of both the Customer and KHVAC and are incorporated herein and made a part of this Planned Maintenance Agreement.

Basic	Prime	Description
		Primary Air Conditioning Equipment
		Reciprocating Air Conditioning Equipment
		Primary Heating Equipment
		Associated Air Conditioning & Heating Equipment
		Exhaust System
		Kitchen Exhaust System
		Automatic Temperature Control
		BAS Controls
X		Refrigeration System
		Ice Machine
		Training

Terms & Automatic Renewal

This agreement takes effect on **October 1, 2025**

It will continue for an original term of **2** year (s).

It will automatically renew on a year-to-year basis after the original term ends unless the Customer or KHVAC give the other written notice of renewal cancellation. The notice must be delivered *at least 30 days* before the end of the original term or of any renewal year. Renewal price adjustments are discussed in the Terms and Conditions.

Price & Payment Terms

The total price for KHVAC's service during the original term of this Agreement is

\$10,480.00

(Ten Thousand Four Hundred Eighty dollars and 00 cents)

This amount will be paid to KHVAC in

6

installments of

1,746.66

(One Thousand Seven Hundred Forty-Six dollars and Sixty-Six cents)

This payment will be due and payable when the Customer receives KHVAC's invoice and in advance of the service KHVAC is to provide.

Please return a signed copy of this proposal/agreement to Kelly HVAC Inc. to signify your acceptance of this Agreement.

Customer Name: ERIC B. DEIKE	Date: 9/19/2025
Signature: EB Deike	

Please note, this proposal is valid for 30 days from the proposal date. For any questions, please email me rogle@kellyhvac.com or call us at 301-736-6585 option 4. Thank you for considering Kelly HVAC Inc.

Sincerely,
Robert Ogle
Kelly HVAC, Inc.

ACCEPTANCE OF PROPOSAL

This proposal represents the entire agreement between the parties. There are no representations, promises or other understandings unless expressly included herein.



TERMS AND CONDITIONS: PLANNED MAINTENANCE AGREEMENT

1. DEFINITIONS

- a. COVERED EQUIPMENT means the equipment for which services are to be provided under this Agreement or Contract. Covered Equipment is defined by the Equipment Lists attached and incorporated into this Agreement.
- b. EQUIPMENT FAILURE means the accidental failure of moving parts or electric or electronic components that are part of the Covered Equipment and that are necessary for its operation.
- c. SCHEDULED SERVICE VISITS include labor and/or material required to perform inspections and preventive maintenance on Covered Equipment as outlined in this Agreement.
- d. SCHEDULED SERVICE MATERIALS includes materials required to perform Scheduled Service Visits on Covered Equipment.
- e. REPAIR LABOR includes labor necessary to restore Covered Equipment or customer equipment to working condition following an Equipment Failure and excludes total equipment replacement. Repair labor to customer equipment will be rendered only were requested by customer and will be billed on a time and material basis.
- f. REPAIR MATERIALS includes materials necessary to restore Covered Equipment or customer equipment to working condition following an Equipment Failure and excludes total equipment replacement. At KHVAC's option, Repair Materials may be new, used, or Reconditioned. All repair materials are covered by the warranty as described below. Repair Materials provided on customer equipment will be rendered only were requested by customer and will be billed on a time and materials basis.

2. SERVICE COVERAGE OPTIONS

- a. BASIC COVERAGE includes Scheduled Service Visits, plus Scheduled Service materials for Covered Equipment.
- b. PRIME COVERAGE includes Basic Coverage as well as Repair Labor, plus Repair Material for Covered Equipment. Prime Level Coverage includes the following services and requirements.
 - KHVAC will analyze diagnostic tests including Vibration Analysis, Combustion Analysis, spectrochemical oil analysis, and megohm readings. All diagnostic tests must be performed at KHVAC prescribed frequencies and to KHVAC specified test standards. If elsewhere noted in this Agreement, coverage will include Repair Labor and Repair Material for heat exchanger tubes if an Eddy Current Analysis, acceptable to
 - KHVAC, has been performed in the three years prior to this Agreement and is provided to KHVAC, or such a test will be performed as part of this Agreement.
 - Should KHVAC's analysis suggest the existence or the possibility of equipment deterioration outside anticipated or acceptable conditions. KHVAC may at its option take corrective steps necessary to prevent further deterioration or breakdown of the Covered Equipment. KHVAC

retains sole judgment over whether equipment conditions are considered acceptable, whether corrective steps should be taken, or what steps, if any, need to be taken. Performance of any corrective steps under this Prime Level Coverage is not a guarantee that Equipment Failure or downtime will not occur.

3. PAYMENTS

Scheduled service visits will be invoiced prior to the scheduled visit and payments will be due and payable in advance of the scheduled visit. For all other services, unless otherwise indicated in writing, payment shall be net thirty (30) from the date of the invoice. KHVAC reserves the right to partial bill on projects at its discretion unless other payment arrangements are made. KHVAC reserves the right to cease work and/or cancel any warranty upon failure to pay any invoice as it becomes due. Interest at the rate of 1.5% per month (18% per annum) shall be added to any account not paid within 30 days of the date of the invoice. In the event it becomes necessary to institute legal proceedings to enforce payment hereof, the Customer agrees to pay all costs, including reasonable attorney's fees incurred in collecting said amount.

4. CONDITIONS

A. INITIAL EQUIPMENT INSPECTION FOR BASIC OR PRIME ONLY COVERAGES: KHVAC will inspect the Covered Equipment within 45 days of the date this Agreement is fully executed or as seasonal or operational conditions permit. KHVAC will advise Customer if KHVAC finds any Covered Equipment not in working order or in need of repair. With the customer's approval, KHVAC will perform the work necessary to put the Covered Equipment in proper working condition. This work will be done at KHVAC's standard fee for parts and labor in effect at that time. If Customer does not want KHVAC to do the work identified by KHVAC or if Customer does not have the work done, the equipment will be removed at KHVAC discretion from the list of Covered Equipment and the price of this Agreement will then be adjusted. Notwithstanding anything contained herein, KHVAC shall not be responsible to repair or replace parts or perform any service where the defect or problem is caused by the intentional or negligent act of customer, its agents, or employees, or third parties other than KHVAC.

B. WARRANTY: KHVAC warrants that its services will be provided in a good and workmanlike manner and that parts and equipment repaired, installed, and/or replaced by KHVAC will be free from defects in workmanship, design, and material for a period of one (1) year from the date of installation or repair. KHVAC's sole obligation shall be to repair or to replace defective parts or to properly redo defective services. KHVAC shall not be responsible for any costs incurred by the customer to repair or replace any part covered by this warranty unless KHVAC is notified in writing of the problem and is provided a reasonable opportunity to repair/replace the part in question. KHVAC DISCLAIMS ALL OTHER WARRANTIES ON THE EQUIPMENT FURNISHED UNDER THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED HEREIN.

C. SCOPE OF SERVICE: Customer understands that KHVAC is a provider of services under this Agreement. KHVAC shall not be considered a merchant or a vendor of goods. If KHVAC installs or furnishes a piece of equipment under this Agreement, and that equipment is covered by a warranty from the manufacturer, KHVAC will transfer the benefits of that manufacturer's warranty to Customer if this Agreement with Customer terminates before the equipment manufacturer's warranty expires.

D. CUSTOMER OBLIGATIONS AND COMMITMENTS TO KHVAC:

1. The Customer warrants that, to the best of Customer's knowledge, that all Covered Equipment is in good working condition and that the Customer has given KHVAC all information of which Customer is aware concerning Covered Equipment.
2. Customer agrees that, during the term of this Agreement, Customer will:
 - a. Operate the Covered Equipment according to the manufacturer's recommendations.
 - b. Keep accurate and current work logs and information on the Covered Equipment as recommended by the manufacturer.
 - c. Provide an adequate environment for Covered Equipment as recommended by the manufacturer or as recommended by KHVAC including adequate space, electrical power, air conditioning, and humidity control.
 - d. Notify KHVAC immediately of any equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment and provide KHVAC with any opportunity to repair/replace any equipment under warranty.
 - e. Allow KHVAC to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that KHVAC can perform the services required under this Agreement.
 - f. Provide proper condenser and boiler water treatment, as necessary, for the proper functioning of Covered Equipment, if such services are not KHVAC's responsibility under this Agreement.
 - g. Pay all invoices as they become due.
3. The Customer acknowledges that its failure to meet these obligations will relieve KHVAC of any responsibility for any equipment

breakdown, any costs or damages associated with any necessary repair or replacement, of any equipment.

E. CHANGES TO CUSTOMER EQUIPMENT: The Customer retains the right to make changes or alterations to its Equipment. If, in KHVAC's opinion, such changes or alterations substantially affect KHVAC's services or obligations, KHVAC shall have the right to make appropriate changes to the scope or to the price of this Agreement or to both.

F. ACCESS: The Customer will give KHVAC full access to all equipment that is either Covered Equipment or associated with it when KHVAC requests such access. If access cannot be provided, KHVAC's obligations under this Agreement will be suspended until such access to the equipment is provided. Matters affecting KHVAC's access to the equipment may include, but are not limited to, the removal, replacement, repair, refinishing, restoration, reconstruction, or other remedial actions taken by the Customer with respect to equipment or to the Customer's facility. Suspension of KHVAC's duties for this reason will not cancel or suspend any of the Customer's obligations under this Agreement. If KHVAC's work is suspended for 60 days or more because of the customer's failure to provide access, KHVAC may, at its discretion, terminate this Agreement with the Customer and shall be paid for the work performed and services rendered and shall not be responsible for any services or equipment remaining at the time of suspension.

G. EXCLUSIONS: KHVAC's services under this Agreement do not include:

1. Supplies, accessories, or any items normally consumed during the use of Covered Equipment.
2. Calls resulting from lack of operator-level preventive maintenance, site-related problems, or operator error.
3. Service calls due to failures resulting from acts of God, abuse or misuse of equipment or alterations, modifications or repairs to equipment not performed or provided by KHVAC.
4. Furnishing materials and supplies for painting or refinishing equipment.
5. Electrical work to the Customer's facility necessary because of equipment.
6. Service calls resulting from attachments made to Covered Equipment or other equipment by entities other than KHVAC.
7. The repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil or other chemicals from the covered equipment.
8. Service calls resulting from the effects of erosion, corrosion, acid cleaning or damage from unexpected or especially severe freezing weather that is beyond what is prevented by KHVAC's normal maintenance.
9. Work caused by operation of, adjustments to, or repair to Covered Equipment by others not authorized in advance by KHVAC.
10. Work caused by the negligence of others, including, but not limited to, equipment operators and water treatment companies.
11. Service calls due to failures caused by improper environmental conditions affecting equipment or electrical power fluctuations, if due to conditions beyond KHVAC's control, and service calls required because KHVAC had previously been denied access to equipment.
12. Disposal of hazardous wastes- Hazardous wastes remain the property and the responsibility of the Customer even when removed from equipment or replaced by KHVAC as provided by the terms of this Agreement. The Customer shall be responsible for the proper storage and disposal of hazardous wastes. This includes, but is not limited to, used oil, contaminated or uncontaminated refrigerant, and PCBs.

H. KHVAC'S EQUIPMENT: KHVAC may provide tools, documentation, panels, or other control equipment in the Customer's building for KHVAC's convenience in performing KHVAC's services. That equipment shall remain KHVAC's property. KHVAC retains the right to remove such items at any time during the term, or upon termination of, this Agreement.

I. INDEMNITY: KHVAC and Customer agree that KHVAC shall be responsible only for such injury, loss, or damage caused by the intentional misconduct or the negligent act or omission of KHVAC. KHVAC and Customer agree to indemnify and to hold each other, including their officers, agents, directors, insurers, and employees, harmless from all claims, demands, or suits of any kind; including all legal costs and attorney's fees, resulting from the intentional misconduct of their employees or any negligent act or omission by their employees or agents. The obligations of KHVAC and of the Customer under this paragraph are further subject to paragraphs J and K below.

J. LIMITATION OF LIABILITY

1. If this Agreement covers fire safety or security equipment, the Customer understands that KHVAC is not an insurer regarding those services or products KHVAC shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.
2. KHVAC is not responsible for any injury, loss or damage caused by equipment that is not covered equipment.
KHVAC will not be responsible to customer for damage, loss, injury or delay caused by conditions that are beyond the reasonable control of KHVAC. Such acts include, but or supplies are not limited to: (a) acts of God; (b) acts of Government agencies; (c) strikes; (d) labor disputes; (e) fire; (f) explosions or other casualties; (g) thefts; (h) vandalism; (i) riots or war; or (j) unavailability of parts, materials.
4. To the extent permitted by law, KHVAC shall not be liable for or required to indemnify customer for any incidental, consequential, exemplary, special, or punitive damages, including lost profits or diminution in value, regardless of how characterized, which arise under or

in connection with the services rendered to customer or any performance or failure to perform hereunder, including for indemnification, and regardless of the form of action (whether in contract, tort, negligence, strict liability or otherwise). Notwithstanding any other provision in this agreement to the contrary, to the extent permitted by law, KHVAC's maximum aggregate liability under this agreement, for any type of cost, damages, attorney's fees, or other liability, including third party claims and indemnification, shall not exceed the total amount paid by customer to KHVAC pursuant to this agreement within the consecutive twelve (12) months immediately preceding the claim.

K. ASBESTOS AND HAZARDOUS MATERIALS: KHVAC's work and services under this Agreement exclude anything connected or associated with asbestos or hazardous materials. KHVAC shall not be required to perform any identification, abatement, cleanup, control, or removal of asbestos or hazardous materials. The Customer represents that, to the best of the Customer's knowledge, there is no asbestos or hazardous material in the Customer's building that will in any way affect KHVAC's work. Should KHVAC become aware of or suspect the presence of asbestos or hazardous materials, KHVAC shall have the right to stop work immediately and notify the Customer. The Customer will be responsible for doing whatever is necessary to correct the condition in accordance with all applicable statutes and regulations. The Customer agrees to assume responsibility for any claims arising out of or relating to the presence of asbestos or hazardous materials in the Customer's building.

L. KHVAC'S EMPLOYEES: The Customer acknowledges that KHVAC's employees are a valuable asset to KHVAC. The Customer agrees to pay an amount equal to twelve (12) months of salary for each KHVAC employee who worked at the Customer's facility that is then hired by the Customer at any time during the term of this Agreement and for 60 days thereafter. In addition, the Customer agrees to reimburse KHVAC for all costs associated with any training KHVAC provided to such employees during the three years before the date the Customer hires such employees.

M. ASSESSMENT OF TAXES AND OTHER CHARGES: It is the Customer's responsibility to pay all taxes or other government charges relating to the sale, transfer, use, ownership, servicing, or possession of any equipment relating to this Agreement.

N. RENEWAL PRICE ADJUSTMENT: KHVAC will provide the Customer with notice of any adjustments in the Agreement price applicable to a renewal period no later than forty-five (45) days prior to the commencement of that renewal period. Unless the Customer terminates the Agreement as provided in the Term/Automatic Renewal provision of this Agreement, the adjusted price shall be the price for the renewal period.

O. RESOLUTION OF DISPUTES: If a dispute arises, the parties shall promptly attempt in good faith to resolve the dispute by negotiation. All disputes not resolved by negotiation shall be resolved in accordance with the Commercial Rules of the American Arbitration Association in effect at that time, except as modified herein. All disputes shall be decided by a single arbitrator sitting in Prince Georges County, Maryland. A decision shall be rendered by the arbitrator no later than nine (9) months after the demand for arbitration is filed, and the arbitrator shall state in writing the factual and legal basis for the award. The arbitrator shall issue a scheduling order that shall not be modified except by mutual agreement of the parties. Judgment may be entered upon the award in the highest state or federal court having jurisdiction over the matter. The prevailing party shall recover all costs, including attorney's fees, incurred as a result of the dispute.

P. MISCELLANEOUS PROVISIONS

1. Any notice that is required to be given under this Agreement must be in writing and sent to the party at the address noted on the first page of this Agreement.
2. This Agreement cannot be transferred or assigned by either party without the prior written consent of the other party.
3. This Agreement is the entire Agreement between KHVAC and the Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between KHVAC and the Customer.
4. Any change or modification to this Agreement will not be effective unless made in writing. This written instrument must specifically indicate that it is an amendment, change, or modification to this Agreement.
5. The Customer acknowledges and agrees that any purchase order issued by Customer, in accordance with this Agreement, is intended only to establish payment authority for this Customer's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included in the Customer's purchase order will have any force or effect.
6. Should any changes to relevant regulations, laws, or codes substantially affect KHVAC's services or obligations, the Customer agrees to negotiate with KHVAC for appropriate changes to the scope or price of this Agreement or both.
7. The failure of KHVAC at any time to require performance by Customer of any provision of this Agreement shall not affect or in any way derogate the full right to require such performance at any time thereafter; nor shall the waiver by KHVAC of a breach of any provision thereof be held to be a waiver of the provision itself.

8. If any clause of this Agreement is determined not to comply with applicable law or be invalid or unenforceable for any reason, that clause is severed from this Agreement, and the remainder of the Agreement shall apply with full force and effects as if such clause determined to be invalid or unenforceable were not part of this Agreement.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland. Notwithstanding anything contained herein, any litigation brought pursuant to this Agreement shall be held in the state or federal courts sitting in Prince George's County, Maryland.

Customer Signature:

I have reviewed & accept the terms & conditions of this agreement

EBH

9/19/2025

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

Topic:

2025 Ford Van with Aerial Mounted Bucket - Mobile Lift, LLC (Collegeville, PA) \$ 117,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_2025_Ford_Van_with_Aerial_Mounted_Bucket.pdf

Description

2025 Ford Van with Aerial Mounted Bucket



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 28, 2025 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Public Works Vehicles

Account No: 4524000-5843 4516003-5843 CIP Control No. C0065

Budget Amount: \$ 437,000 820,531 Account Balance: \$ 213,432 Unbudgeted Amount: \$ 0

Fiscal Year: 25/26 Source of Funds: Transfers to CIP - General Fund

Quantity	Description	Value
1	2025 Ford Van Model E350 w/ Aerial Mounted Bucket	\$ 117,000.00
TOTAL VALUE OF PROJECT		\$ 117,000.00

ABOVE TO BE USED FOR: Traffic control work such as traffic signals and other related duties.

RECOMMENDED VENDOR: Business Name: Mobile Lift LLC
Business Address: 104 G. P. Clement Drive
City/State/Zip: Collegeville, PA 19426-1544

Bid/Proposal/Quote No.: 34269 Sole Source? Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Custom Truck One Source	Kansas City, MO	\$119,900
National Auto Fleet	Watsonville, CA	\$128,700

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.
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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 Truck replaces a 19 year old vehicle (Unit 602) in the Traffic Control Division. Truck has been accounted for in the FY26 budget.


Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve need updated w9


Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate funding in FY26 budget for this purchase.


Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval


Signature / Date

Mobile Lifts LLC

104 G.P. Clement Drive • Collegeville • PA • 19426-1544
 Tel: 610-489-1900 or 800-717-5438 • Fax: 610-489-7191
 www.mobilelifts.com

Quotation

34269

To:

Todd Shaffer

City of Hagerstown

425 East Baltimore Street

Hagerstown, MD 21740

Quotation Date

10/13/2025

Sales Person

Mike Szulinski

Valid For

30 Days

Estimated Shipping Date		Shipped Via	F.O.B	Terms	
		CUSTOMER PICK UP	COLLEGEVILLE	COD	
Qty	Description	Unit Price	Extension		
1	2025 FORD VAN MODEL E350 SINGLE REAR WHEEL CUTAWAY WITH 10,050 GVW. 7.3L V8 GAS ENGINE 6 SPEED AUTOMATIC TRANSMISSION				
1	READING ENCLOSED 132" ALUMINUM BODY CSV 132"				
1	TRUCK MOUNTED AERIAL MFG'D BY DUR-A-LIFT MODEL: DVS-29TS 34' MAXIMUM WORKING HEIGHT 350 LB BUCKET CAPACITY				
1	2000 WATT POWER INVERTER				
1	PAIR OF STROBES INSTALLED ON TURRET				
1	30" x 80" ALUMIMUM REAR PORCH				
1	BACK UP ALARM				
1	FIRST AID KIT				
1	WHEEL CHOCKS				
1	FIRE EXTINGUISHER				
1	4 CORNER STROBES - 2 IN THE FRONT, 2 IN THE REAR.				
1		117,000.00	117,000.00		
Total Quote			117,000.00		
Plus Sales Tax (if applicable)					

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THE QUOTATION IS SUBJECT TO STANDARD TRADE CUSTOMS.

By:

Accepted:

Date:

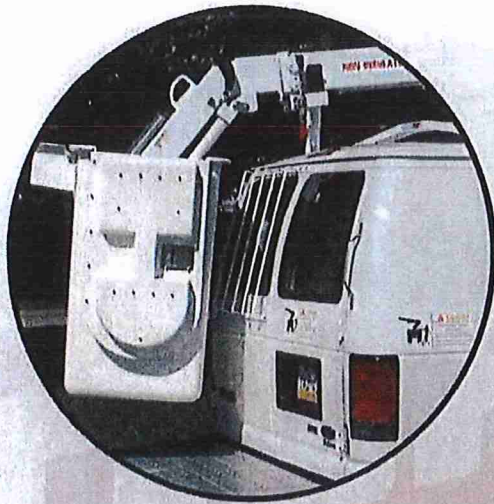
Thank You!

DUR-A-LIFT[®]

DVS-29

ENCLOSED BODY MOUNTED AERIAL LIFT TELESCOPIC, NON-INSULATED

Main Boom 45° dog leg allows easier basket entry and exit.



Shown with optional
walk-in basket



sales@dur-a-lift.com
www.dur-a-lift.com

Dur-A-Lift Inc, P.O. Box 31, George, Iowa 51237
(877) 4-DURALIFT (877) 438-7254 | Fax: (712) 475-2809

SPECIFICATIONS

DVS-29

Platform Height	29'
Working Height	34'
Maximum Side Reach	21'
Boom Travel	-5° + 80°
Basket Capacity	350#
Chassis Requirements	9600 GVW
GAWR Front Req'mnts	4600# Minimum
Rotation	Non-Continuous
Basket Leveling	Gravity
Controls	Electric/Hydraulic
Control Location	Both, Lower Override
Max. Operating Pressure	2,100 PSI
Main Boom Material	5" x 7" Rectangular Steel
Extension Boom Material	4" x 6" Rectangular Steel

Power Source 12V D.C. PTO/Fan Belt Driven Pump
or Engine Generator

*Consult Factory for Diesel Engine Applications

Minimum GVWR will change significantly depending on make of chassis and stabilizer option. Dur-A-Lift Inc. reserves the right to improve models and change specifications without notice or obligation. Dur-A-Lift equipment meets or exceeds all applicable ANSI Standards as of the date of manufacture.

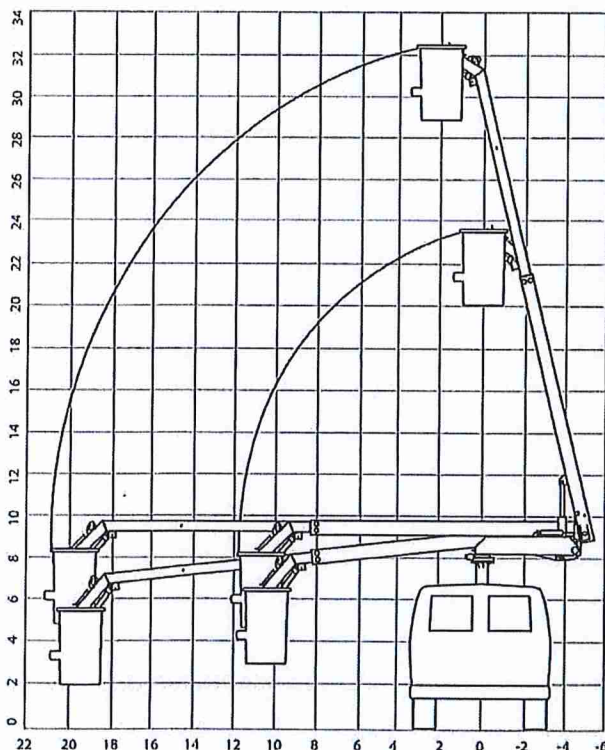
STANDARD FEATURES

- Adjustable wear blocks on main boom
- Positive lock basket
- 110 V Outlet at basket
- Environmentally sealed toggle switches
- Self locking shear ball gear drive rotation
- Greaseless Bearings

Options

- Hydraulic basket leveling
- Hydraulic basket stow
- End hung basket
- Walk-in basket
- Full function D.C. Emergency Backup
- Lower remote controls
- Electric joystick

Reach Diagram



This aerial lift is sold and serviced by:

FINANCING MADE SIMPLE

Funding For
Trucks &
Trailers

▼
APPLY
TODAY



YOU
WANT



Photos (9)



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2024 VERSALIFT VAN TEL29NE MOUNTED ON 2024 FORD TRANSIT

[Options](#)[Bucket Trucks / Service Trucks](#)[View My Watch List](#)USD **USD \$119,900**[Financial Calculator](#)[Payments as low as USD \\$2,547.52*](#)[Email Seller](#)**Truck Location:** 6 Sutton Cir Hooksett, New Hampshire 03106 [View](#)

Seller Information

[View Seller Information](#)

Custom Truck One Source

Contact: Sales

Phone: (484) 534-8559

Kansas City, Missouri 64125

[\(484\) 534-8559](#)[Video Chat](#)[Email Seller](#)[Video Chat](#)**FREE STAR** [Get Shipping Quotes](#)CURRENCY. [*Apply for Financing](#)

General

Year

2024

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Serial Number	1FTBW1Y86RKB14836
Condition	New
Stock Number	RKB14836
Description	The Ford Transit T350 4x2 van with the Versalift Vantel 29-NE is a compact yet highly capable aerial solution. Powered by a 275 HP gas engine with a 10-speed automatic transmission and hydraulic brakes, it boasts a 9,950 lb GVWR for easy operation. Offering a 34' 10" working height, 22' 7" side reach, and 370-degree non-continuous rotation, it meets or exceeds ANSI A92.2 standards. Equipped with a handheld remote with a 30' cord, a full fiber splicing package, a 2,500-watt inverter, a Honda 3,000-watt generator, and a fiber splicing table, this van is designed for efficiency and convenience in the field. Cabtype: VAN DISCLAIMER: Price quoted includes any applicable FET. Quoted price is Ex Works and does not include any freight / delivery charges, sales tax, titling fees, or registration fees. Specifications are believed to be correct but may contain errors and/or omissions. Pictures are representative and may not be identical. Description and Images  Custom Truck One Source

Truck Mounted

Truck Year	2024
Truck Manufacturer	FORD
Truck Model	TRANSIT

Truck Engine

Horsepower	275 HP
Engine Manufacturer	Ford
Fuel Type	Gasoline

Truck Powertrain

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of Forward Speeds

10

Truck Specific

Suspension	Spring
Wheelbase	148 in
Front Axle GWR	4,130 lb
Rear Axle GWR	5,750 lb

See All Bucket Trucks / Service Trucks From Seller

See All Trucks & Trailers From Seller

Recommended For You

View All



2024 VERSALIFT VAN TEL29NE
USD \$119,900



2024 VERSALIFT VAN TEL29NE
USD \$119,900

*Monthly payment stated above assumes a secured commercial use loan transaction available for highly qualified commercial loan applicants. Actual loan payment amount and terms may vary. Consumer financing not available for consumers residing in Nevada. Additional state restrictions may apply. Equal opportunity lender. Click [here](#) for more state licenses and disclosures. NMLS ID: 1957054 VERMONT RESIDENTS: THIS IS A LOAN SOLICITATION ONLY. CurrencyFinance IS

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SUBJECT TO ALL VERMONT LENDING LAWS. THE LENDER MAY BE SUBJECT TO FEDERAL



National Auto Fleet Group

A Division of Chevrolet of Watsonville
 490 Auto Center Drive, Watsonville, CA 95076
 (855) 289-6572 • (831) 480-8497 Fax
 Fleet@NationalAutoFleetGroup.com

9/29/2025

Quote ID: 33123RL

Mr Todd Shaffer
 City of Hagerstown
 425 East Hagerstown
 Hagerstown, Maryland, 21740

Dear Mr Todd Shaffer,

National Auto Fleet Group is pleased to quote the following vehicle(s) Upfit, (Sourced Item) and Accessories for your consideration.

One (1) New/Unused (Mobile Lifts Supplied 2025 E-350 Cutaway with Reading Vanbody pkg) and delivered to your department yard, each for

One Unit

Subtotal	\$128,700.00
Tax (0.0000 %)	\$0.00
Total	\$128,700.00

- per the attached specifications. **Prearranged client pickup.**

This vehicle(s) Upfit is available under the **Sourcewell Contract 091521-NAF**. Please reference this Bid number on all purchase orders.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
 National Fleet Manager
 Email: Fleet@NationalAutoFleetGroup.com
 Office: (855) 289-6572
 Fax: (831) 480-8497

Standard Quoting Department
 Account Manager
 Fleet@NationalAutoFleetGroup.com
 (855) 289-6572





CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026
(attach to consent agenda form)

Department PUBLIC WORKS **Division** TRAFFIC SIGNALS
Vehicle Call # 602 **Model Yr.** 2006 **Serial #** 1FTSE34L26HB12180
Make FORD **Model** E-350
Vehicle Description VAN STYLE BUCKET TRUCK
Mileage 61563 **# of Service** 107 **Repair Costs** \$38,418.00
Condition FAIR

Reason(s) for Replacement:

Deteriorating
Condition XX Undersized for Type of Work Hours / Age Age
AREIAL BUCKET AND BOOM IS STARTING TO HAVE FIBERGLASS
Other (please explain) STRESS CRACKS AND HYDRAULIC LEAKS.

Is Purchase an Addition to Fleet? NO Reason:

Disposition:

Sell at Auction: XX Salvage Value: Transfer Within City:
Other:

Notes:

Date: 10/10/2025 **Report Prepared By:** TODD SHAFFER

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.

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

Topic:

Water: Heating Oil for the RCW Water Treatment Plant - AC&T Co. Inc. (Hagerstown, MD)
\$25,275.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_RC_Willson_Heating_Oil.pdf
CONSENT_WATER_AC_T_HEATING_OIL_10282025.pdf
2023-01_Notice_of_Renewal_AC_T_2025-2026.pdf
2023-01_Summary_of_Renewal_-_25-26.pdf
WCPS_HO_Request_for_Renewal_25-26.pdf

Description

Signed Consent Form
CONSENT AC&T
HEATING OIL
NOTICE OF RENEWAL
SUMMARY OF RENEWAL
WCPS HO REQUEST
FOR RENEWAL

[illegible]

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	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 RCW Plant 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: 2025.10.10 13:48:33-04'00'
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Nancy
Hausrath

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Date: 2025.10.10 13:48:48-04'00'
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(2) Purchasing Agent

COMMENTS

Approve

Michelle [Signature] 10/17/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle [Signature] 10/17/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[Signature] 10/17/25

Signature / Date

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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

June 18, 2025

NOTICE OF RENEWAL

AC&T Co., Inc.
Mr. Charles Goodie, Vice President
11535 Hopewell Road
PO Box 4217
Hagerstown, MD 21741
E-mail: cgoodie@acandt.com; ataylor@acandt.com; dwhittington@acandt.com

Ref: Bid 2023-01 Heating Oil Supply and Delivery - Renewal

Please be advised that on Tuesday, June 17, 2025, the Board of Education of Washington County renewed the contract with your company for the above referenced bid. The renewal is for both transport deliveries (bid factor \$0.1395) and tank wagon deliveries (bid factor \$0.2395) per gallon plus the weekly OPIS wholesale price per gallon.

The renewal term is effective August 1, 2025 through July 31, 2026 with no additional renewal terms remaining.

Please continue to reference Contract **23048** for this project.

Your continued interest in serving Washington County Public Schools is appreciated. If you should have any questions concerning this matter, please contact me at (bachtsco@wcps.k12.md.us).

Sincerely,
Scott Bachtell
Scott Bachtell
Supervisor of Purchasing

Bid 2023-01
Heating Oil Deliveries
Summary of Renewal

		AC&T Company, Inc.
		<i>*Bidder's Factor</i>
1a	Transport Delivery (Approximately 7,500 per delivery)	\$ 0.13950
1b	Tank Wagon Delivery (Approximately 3,500 per delivery)	\$ 0.23950

May 8, 2025

REQUEST FOR RENEWAL

AC&T Co., Inc.
Mr. Charles Goodie, Vice President
11535 Hopewell Road
PO Box 4217
Hagerstown, MD 21741
E-mail: cgoodie@acandt.com; ataylor@acandt.com; dwhittington@acandt.com

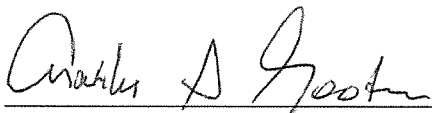
Ref: Bid 2023-01 Heating Oil Supply and Delivery

Dear Mr. Goodie:

Be advised that Washington County Public Schools ("WCPS") is considering its options to renew the Contract issued pursuant to Bid 2023-01 Heating Oil Supply and Delivery.

The contract is effective through July 31, 2025, unless WCPS acts to extend it for the period of August 1, 2025 through July 31, 2026, with no additional renewal terms remaining.

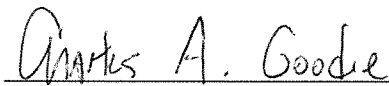
If you are interested in continuing to serve WCPS under this contract, please sign and date this letter confirming this renewal. Please return no later than May 23, 2025 by email to bachtsco@wcps.k12.md.us with a copy to schulmic@wcps.k12.md.us. All terms and conditions of the original contract will apply to any renewal of this contract unless a written modification is agreed upon by the parties.



Signature

5/9/25

Date



Printed Name

cgoodie@acandt.com

Contact Email(s)

Thank you for your continued interest in working with WCPS. Please feel free to contact me with any questions or concerns at 301-766-2842.

Sincerely,

Scott Bachtell

Scott Bachtell

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

Topic:

Water: Purchase of 2026 Chevrolet Equinox Unit 214: Hetrich Fleet Service, Inc. (Milford DE)
\$29,597.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Vehicle_Replacement_Unit_214.pdf
CONSENT_VEHICLE_UNIT_214_10282025.pdf
QUOTE_HETRICH_FLEET.pdf
HOWARD_COUNTY_CONTRACT.pdf
VEHICLE_REPLACEMENT_FORM_UNIT_214.doc
REPAIR_ORDER_HISTORY_UNIT_214.pdf

Description

Signed Consent Form
CONSENT VEHICLE 214
QUOTE HETRICH
HOWARD COUNTY BID
VEHICLE
REPLACEMENT FORM
REPAIR HISTORY

[illegible]

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Piggy-back on Howard County MD Contract (4400004546). Funds are available in the approved FY26 CIP Budget.

Nancy
Hausrath

Digitally signed by Nancy Hausrath
DN: OU=Utilities Department, O=City of Hagerstown,
CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org
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Hausrath

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Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle Hagen 10/17/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hagen 10/17/25

Signature / Date

(4) City Administrator

COMMENTS

Recommended Approval

Scott Newman 10/17/25

Signature / Date

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager <u>COMMENTS</u> Signature / Date	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date



Hertrich Fleet Services, Inc.

Hagers town

Pricing valid until order cut-off (no date announced)

Vehicle: [Fleet] 2026 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	Invoice
1PT26	2026 Chevrolet Equinox AWD 4dr LT w/2LT	\$30,700.00	\$29,287.80

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
2LT	LT Preferred Equipment Group	\$0.00	\$0.00
AR9	Seats, front bucket	\$0.00	\$0.00
EKV	Black, Cloth seat trim	\$0.00	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00	\$0.00
MGH	Transmission, 8-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
RJS	Tires, 235/65R17, all-season blackwall	\$0.00	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00	\$0.00
Options Total		\$0.00	\$0.00

Pricing per Howard County
Contract # 440000 4546

Price Summary

PRICE SUMMARY

	MSRP	Invoice
Base Price	\$30,700.00	\$29,287.80
Total Options	\$0.00	\$0.00
Vehicle Subtotal	\$30,700.00	\$29,287.80
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,795.00	\$1,795.00
Grand Total	\$32,495.00	\$31,082.80

\$31,082
- 485 Contract
- 1000 Gov. Incentive
\$29,597

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Data Version: 26688. Data Updated: Oct 9, 2025 6:47:00 PM PDT.

Alex Eticker
Hertrich Fleet Services, Inc.



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

Page: 1 / 11

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

Page: 2 / 11
Contract Number: 4400004546

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)				
3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Dodge Discount (\$367.00)				
4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Ford Discount (\$240.00)				
5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
GMC Discount (\$315.00)				
6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Toyota Discount (\$75.00)				
7	07181	Automobiles, SUV		



Howard County, Maryland

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(410) 313-6370

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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



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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:				

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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				

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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				



Howard County, Maryland

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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				



Howard County, Maryland

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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				



Howard County, Maryland

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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



**OFFICE OF PROCUREMENT AND
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6751 Columbia Gateway Drive, Suite 226
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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 44XXXXXXXXXX/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



Howard County, Maryland

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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 reprocurring 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	<u>Utilities</u>	Division	<u>Water</u>
Vehicle Call #	<u>214</u>	Model Yr.	<u>2015</u> Serial # <u>1GNKVFED0F3277735</u>
Make	<u>Chevrolet</u>	Model	<u>Traverse</u>
Vehicle Description	<u>Sport Utility Vehicle</u>		
Mileage	<u>69,635</u>	# of Service Repair Orders	<u>42</u> Repair Costs to Date <u>\$5,524.64</u>
Condition	<u>Poor</u>		

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work Hours / Age Age X
Other (please explain) The vehicle has a weak transmission and is in deteriorating condition.

Is Purchase an Addition to Fleet? Reason:

Disposition:

Sell at Auction: X Salvage Value: Transfer Within City:
Other:

Notes:

Date: 10/10/2025 **Report Prepared By:** Tyler Puffenberger

Unit Benchmark Cost Summary by VMRS / System Code

9/29/2025 4:48:48 PM

Coordinated Universal Time

	Parts Cost	Part Tax	Labor Cost	Labor Tax	Vendor Part Cost	Vendor Part Tax	Vendor Labor Cost	Vendor Labor Tax	Total
000-000-000 Cab, Climate Control, Instrumentation, &	0.00	0.00	91.26	0.00	0.00	0.00	0.00	0.00	91.26
015-000-000 Steering	0.00	0.00	182.52	0.00	0.00	0.00	0.00	0.00	182.52
034-000-000 Lighting System	0.00	0.00	252.99	0.00	0.00	0.00	0.00	0.00	252.99
79H-000-000 Safety Devices	0.00	0.00	105.69	0.00	0.00	0.00	0.00	0.00	105.69
MSC-000-000 Miscellaneous	1,044.02	0.00	895.72	0.00	0.00	0.00	100.00	0.00	2,039.74
PMS-000-000 Preventative Maintenance	1,394.21	0.00	1,458.23	0.00	0.00	0.00	0.00	0.00	2,852.44
Total	2,438.23	0.00	2,986.41	0.00	0.00	0.00	100.00	0.00	5,524.64

Number of Different Parts Used:	23	Average Mechanic Hours per Internal RO:	1.73
Total # of part Quantities:	187	Average Cost per Internal RO:	\$141.66
Number of Different Mechanics:	4	Average Cost per External Repair:	\$33.33
Total # of Mechanic Hours:	67.50		
Number of Different Vendors:	3		
Total Number of External Repairs:	3		
Total Number of Internal Repair Orders:	39		

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

Topic:

Water: Purchase of 2026 Chevrolet Equinox Unit 244 - Hetrich Fleet Services, Inc. (Milford, DE)
\$29,597.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_-_Vehicle_Replacement_Unit_244.pdf
CONSENT_HETRICH_UNIT_244.pdf
QUOTE_HETRICH_FLEET.pdf
HOWARD_COUNTY_CONTRACT.pdf
VEHICLE_REPLACEMENT_FORM_UNIT_505.doc
REPAIR_ORDER_HISTORY_VEHICLE_505.docx

Description

Signed Consent Form
CONSENT VEHICLE
UNIT 244
QUOTE
HOWARD COUNTY BID
RELACEMENT VEHICLE
FORM
REPAIR HISTORY

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 Piggy-back on Howard County MD Contract (4400004546). Funds are available in the approved FY26 CIP 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: 2025.10.10 13:15:01-04'00'
Foxit PDF Editor Version: 13.2.1

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: 2025.10.10 13:15:37-04'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle Hagen 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hagen 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

David Munn 10/17/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	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 <u>COMMENTS</u> Signature / Date	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date



Hertrich Fleet Services, Inc.

Hagers town

Pricing valid until order cut-off (no date announced)

Vehicle: [Fleet] 2026 Chevrolet Equinox (1PT26) AWD 4dr LT w/2LT (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	Invoice
1PT26	2026 Chevrolet Equinox AWD 4dr LT w/2LT	\$30,700.00	\$29,287.80

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
2LT	LT Preferred Equipment Group	\$0.00	\$0.00
AR9	Seats, front bucket	\$0.00	\$0.00
EKV	Black, Cloth seat trim	\$0.00	\$0.00
FHB	Axle, 3.47 final drive ratio	\$0.00	\$0.00
GAZ	Summit White	\$0.00	\$0.00
LSD	Engine, 1.5L Turbo DOHC 4-cylinder, SIDI, VVT	\$0.00	\$0.00
MGH	Transmission, 8-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
RJS	Tires, 235/65R17, all-season blackwall	\$0.00	\$0.00
RSC	Wheels, 17" (43.2 cm) Grazen Metallic machined-face aluminum	\$0.00	\$0.00
Options Total		\$0.00	\$0.00

Pricing per Howard County
Contract # 440000 4546

Price Summary

PRICE SUMMARY

	MSRP	Invoice
Base Price	\$30,700.00	\$29,287.80
Total Options	\$0.00	\$0.00
Vehicle Subtotal	\$30,700.00	\$29,287.80
Dealer Advertising Adjustment	\$0.00	\$0.00
Destination Charge	\$1,795.00	\$1,795.00
Grand Total	\$32,495.00	\$31,082.80

\$31,082
- 485 Contract
- 1000 Gov. Incentive
\$29,597

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: 26688. Data Updated: Oct 9, 2025 6:47:00 PM PDT.

Alex Eticker
Hertrich Fleet Services, Inc.



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

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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)

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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)				
3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Dodge Discount (\$367.00)				
4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Ford Discount (\$240.00)				
5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
GMC Discount (\$315.00)				
6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian				
Toyota Discount (\$75.00)				
7	07181	Automobiles, SUV		



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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



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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:				

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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				

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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				



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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				



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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				



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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



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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 44XXXXXXXX/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



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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 reprocurring 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)

Repair Order History

2/11/2025 3:02:43 PM

Coordinated Universal Time

505 (SUV) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
04273		3/28/2008	50 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$45.83	\$45.83
COMMISSION							
Totals For 04273					\$0.00	\$45.83	\$45.83

07874		3/12/2009	2,560 Miles	CMG1			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
					\$0.00	\$0.00	
Totals For 07874					\$0.00	\$0.00	

07875		3/12/2009	2,560 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
				PMS-000-000	\$0.00	\$5.54	\$5.54
Totals For 07875					\$0.00	\$5.54	\$5.54

06549		3/12/2009		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.50	\$83.15	\$99.65
PERFORM B-PM. HAD TO GO TO NAPA FOR FILTER, NONE IN STOCK. WAITING ON PO# FOR FILTER ORDER.							
Totals For 06549					\$16.50	\$83.15	\$99.65

08870		4/1/2010	5,035 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.22	\$59.80	\$73.02
PERFORM B-PM.							
Totals For 08870					\$13.22	\$59.80	\$73.02

11010		3/24/2011	6,826 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$13.87	\$59.80	\$73.67
PERFORM B-PM.							
Totals For 11010					\$13.87	\$59.80	\$73.67

11850		8/19/2011	7,701 Miles	Allen Taylor			
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Repair Order History

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$65.67	\$65.67
Drivers door wont lock from outside. Pull doorpanel and hook lock rod back up and install new clip to hold on. Put door panel back on.							
Totals For 11850					\$0.00	\$65.67	\$65.67

13026			3/23/2012	8,645 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$15.06	\$59.80	\$74.86
PERFORM B-PM.							
Totals For 13026					\$15.06	\$59.80	\$74.86

14006			9/6/2012		Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$169.14	\$328.36	\$497.50
Liftgate wont lock. Pull inside panel and check. Lock linkage worn . Order new lock assy.9-7 Pull out old lock assy. and start putting new one together. 9-11 Install all tumblers and finish putting together and reinstall in liftgate .Check operation .							
Totals For 14006					\$169.14	\$328.36	\$497.50

15061			3/12/2013	10,467 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$14.99	\$59.80	\$74.79
PERFORM B-PM.							
Totals For 15061					\$14.99	\$59.80	\$74.79

16733			12/16/2013		Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$341.44	\$342.12	\$683.56
replaced pugs and cyl 1 and 6 coils.							
Totals For 16733					\$341.44	\$342.12	\$683.56

17162			3/5/2014	11,787 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.64	\$59.80	\$76.44
PERFORM B-PM.							
Totals For 17162					\$16.64	\$59.80	\$76.44

18601			11/4/2014	15,011 Miles	Paul Yeager		
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$15.02	\$59.80	\$74.82
		PERFORM B-PM.					
Totals For 18601					\$15.02	\$59.80	\$74.82
20203			7/14/2015	18,064 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.64	\$59.80	\$76.44
		PERFORM B-PM.					
Totals For 20203					\$16.64	\$59.80	\$76.44
21658			3/17/2016	20,993 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$662.52	\$0.00	\$662.52
			Routine Work	PMS-000-000	\$16.64	\$69.29	\$85.93
		PERFOR B-PM.					
Totals For 21658					\$679.16	\$69.29	\$748.45
23336			1/19/2017	24,000 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$36.70	\$69.29	\$105.99
		PERFORM B-PM.					
Totals For 23336					\$36.70	\$69.29	\$105.99
24809			10/18/2017	27,007 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$27.63	\$68.61	\$96.24
		PERFORM B-PM.					
Totals For 24809					\$27.63	\$68.61	\$96.24
26268			8/10/2018	30,011 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$15.02	\$68.61	\$83.63
		PERFORM B-PM.					
Totals For 26268					\$15.02	\$68.61	\$83.63
26972			12/10/2018		Daniel Craigie		

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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$90.51	\$187.30	\$277.81
FIXED WIRING DUE TO RODENT DAMAGE							

Totals For 26972 \$90.51 \$187.30 \$277.81

26998			12/14/2018			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$0.00	\$337.14	\$337.14
REPLACED INTAKE GASKETS AND MAF SENSOR							

Totals For 26998 \$0.00 \$337.14 \$337.14

27008			12/19/2018			FITZGERALD CHRY. (CHEVY)	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$1,229.75	\$1,229.75
REPLACED STEERING ANGLE SENSOR AND CLEAR CODES							

Totals For 27008 \$0.00 \$1,229.75 \$1,229.75

27812			5/29/2019	33,180 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.64	\$38.43	\$55.07
PERFORM B-PM.							

Totals For 27812 \$16.64 \$38.43 \$55.07

28288			9/13/2019				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$116.43	\$116.43
REPAIRED LEAKING TRANS COOLER LINES							

Totals For 28288 \$0.00 \$116.43 \$116.43

28456			10/18/2019				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$9.18	\$77.62	\$86.80
TRANSMISSION SLIPPING, NO LEAKS, SUSPECTED AIR POCKET FROM COOLER LINE REPAIR, ADDED 3 QTS OF FLUID AND CLEARED TRANSMISSION CODES							

Totals For 28456 \$9.18 \$77.62 \$86.80

28672			12/2/2019			Daniel Craigie	
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Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$37.83	\$37.83
REPLACED HEADLIGHT AND WIPERS UNIT 505							
Totals For 28672					\$0.00	\$37.83	\$37.83

29006			2/21/2020			Michael Cline	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$6.52	\$34.66	\$41.18
REPLACE HEADLIGHT BULB							
Totals For 29006					\$6.52	\$34.66	\$41.18

29022			3/4/2020	36,138 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.64	\$38.81	\$55.45
PERFORM B-PM.							
Totals For 29022					\$16.64	\$38.81	\$55.45

30084			12/18/2020	39,262 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$130.62	\$118.38	\$249.00
PERFORM B-PM. REPLACE FRONT AND REAR BRAKE PADS AND ROTATE TIRES.							
Totals For 30084					\$130.62	\$118.38	\$249.00

30728			8/10/2021	42,288 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$17.16	\$45.63	\$62.79
PERFORM B-PM.							
Totals For 30728					\$17.16	\$45.63	\$62.79

31550			8/1/2022	45,113 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.41	\$45.63	\$72.04
PERFORM B-PM.							
Totals For 31550					\$26.41	\$45.63	\$72.04

33027			8/11/2023	49,747 Miles		Paul Yeager	
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Repair Order History

2/11/2025 3:02:43 PM

Coordinated Universal Time

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$28.55	\$45.63	\$74.18
PERFORM B-PM.							
Totals For 33027					\$28.55	\$45.63	\$74.18

33334		11/20/2023	53,352 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			PM Services	PMS-000-000	\$26.41	\$45.63	\$72.04
pm							
Totals For 33334					\$26.41	\$45.63	\$72.04

34107		5/16/2024	56,321 Miles	Elmer Poffenberger			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$26.41	\$43.59	\$70.00
PM SERVICE							
Totals For 34107					\$26.41	\$43.59	\$70.00

35247		2/4/2025	59,200 Miles	Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$3.43	\$91.26	\$94.69
Checked transmission operation.Possible bad transmission. Rusty undercarriage and multiple issues.							
Totals For 35247					\$3.43	\$91.26	\$94.69
Totals					\$1,789.51	\$4,098.79	\$5,888.30
Grand Totals					\$1,789.51	\$4,098.79	\$5,888.30

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

Topic:

Water and Wastewater: Purchase of Aggregates - C. William Hetzer (Hagerstown, MD)
\$35,857.50

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water___Wastewater_-_Stone_and_Asphalt_-_Hetzer.pdf
CONSENT_HETZER_STONE_10282025.pdf
AGGREGATES_FOR_W_WW_FY26_BUDGET_DETAIL.pdf
purch-q-25-799.pdf
purch-q-25-799-bidtab.pdf
Supplier_Response_(C._William_Hetzer__Inc.).pdf

Description

Signed Consent Form
CONSENT C W HETZER
AGGREGATES
BUDGET SUMMARY
WASHINGTON COUNTY
RFQ
BID TAB
CW HETZER BID

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 operating and capital budgets for Water and Wastewater (please see attached budget 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: 2025.10.10 15:24:58-04'00'
Foxit PDF Editor Version: 13.2.1

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: 2025.10.10 15:25:14-04'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle Hagen 10/17/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hagen 10/17/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Aut Human 10/17/25

Signature / Date

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

(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

COUNTY BID Q25-799 AGGREGATE EMULSIONS - SUMMARY								
DESCRIPTION	BUDGET	TONS WATER	TONS WASTEWATER	MARTIN MARIETTA	C. WILLIAM HETZER	CRAIG PAVING	WATER TOTAL COST	WASTEWATER TOTAL COST
B-10	OPERATING	0	400	\$ 18.95	NB	NB		\$ 7,580.00
	CIP	0	200	\$ 18.95	NB	NB		\$ 3,790.00
CR6M	OPERATING	0	2000	\$ 10.90	NB	NB		\$ 21,800.00
	CIP	0	1000	\$ 10.90	NB	NB		\$ 10,900.00
DCR/RC6	OPERATING	3000	0	\$ 8.10	NB	NB	\$ 24,300.00	\$ -
	CIP	2000	0	\$ 8.10	NB	NB	\$ 16,200.00	\$ -
19.0mm Base fine	OPERATING	0	20	NB	\$ 54.25	\$ 65.00		\$ 1,085.00
	CIP	0	10	NB	\$ 54.25	\$ 65.00		\$ 542.50
25.0 mm Base course	OPERATING	0	75	NB	\$ 52.25	\$ 60.00		\$ 3,918.75
	CIP	0	25	NB	\$ 52.25	\$ 60.00		\$ 1,306.25
Cold Mix	OPERATING	50	40	NB	\$ 140.00	\$ 175.00	\$ 7,000.00	\$ 5,600.00
	CIP	50	20	NB	\$ 140.00	\$ 175.00	\$ 7,000.00	\$ 2,800.00
SC 12.5 mm Surface	OPERATING	0	45	NB	\$ 59.25	\$ 62.00		\$ 2,666.25
	CIP	0	15	NB	\$ 59.25	\$ 62.00		\$ 888.75
9.5 mm Surface mix fine	OPERATING	0	40	NB	\$ 61.00	\$ 66.00		\$ 2,440.00
	CIP	0	10	NB	\$ 61.00	\$ 66.00		\$ 610.00
							\$ 54,500.00	\$ 65,927.50

HETZER	MARTIN MARIETTA
	\$ 7,580.00
	\$ 3,790.00
	\$ 21,800.00
	\$ 10,900.00
	\$ 24,300.00
	\$ 16,200.00
\$ 1,085.00	
\$ 542.50	
\$ 3,918.75	
\$ 1,306.25	
\$ 12,600.00	
\$ 9,800.00	
\$ 2,666.25	
\$ 888.75	
\$ 2,440.00	
\$ 610.00	
\$ 35,857.50	\$ 84,570.00

ACCOUNT	FY26 BUDGET	ACCT BALANCE	FY26 ESTIMATED	BAL. LESS PROJECTED EXPENSE	Budget Transfer	Budget Transfer	AMOUNT
WASTEWATER					FROM	TO	
5472601-5328 (60%)	\$ 15,000.00	\$ (15,100.48)	\$ 27,054.00	\$ (42,154.48)	5485001-5881-C0267	5472601-5328	\$ 45,000.00
5472601-5562 (40%)	\$ 30,000.00	\$ 12,054.00	\$18,036.00	\$ (5,982.00)	5485001-5881-C0267	5472601-5562	\$ 10,000.00
5485001-5881-C0267 (100%)	\$ 1,100,000.00	\$ 1,078,340.00	\$ 20,837.50	\$ 1,057,502.50			
ACCOUNT	FY26 BUDGET	ACCT BALANCE	FY26 ESTIMATED	BAL. LESS PROJECTED EXPENSE	Budget Transfer	Budget Transfer	AMOUNT
WATER					FROM	TO	
5272501-5561 (100%)	\$ 50,000.00	\$ 26,978.56	\$ 31,300.00	\$ (4,321.44)	5285001-5891-C0653	5272501-5561	\$ 5,000.00
					5285001-5891-C0709		\$ 5,000.00
5285001-5891-C0653 (30%)	\$ 750,000.00	\$ 692,182.96	\$ 6,960.00	\$ 685,222.96			
5285001-5891-C0709 (70%)	\$ 660,000.00	\$ 417,351.05	\$ 16,240.00	\$ 401,111.05			



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County, Maryland.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
Washington County Administration Complex
100 West Washington Street, Third Floor, Suite 3200
Hagerstown, Maryland 21740

Attention: Aaron Weisner- Procurement Specialist I

Telephone Number: 240-313-2330

REQUEST FOR QUOTATION

**THIS IS NOT
AN ORDER**

DATE ISSUED

May 14, 2025

DESCRIPTION

Q-25-799

**AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS**
(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, June 11, 2025, no later than 3:00 P.M. (EDT/EST), "Hard copy" quotes must be time-stamped in the Purchasing Department. **"Electronic"** quotes will be accepted at <https://washco-md.ionwave.net>. Opening of quotations will follow. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 prior to the teleconference to receive instructions.

HARD COPY QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Aaron Weisner, Procurement Specialist I, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked **"QUOTATION – (Q-25-799) AGGREGATE/EMULSION MATERIALS"** and bearing the vendor's name and address.

ELECTRONIC QUOTATIONS SHALL BE SUBMITTED TO: <https://washco-md.ionwave.net>.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials, and equipment called for by said specifications and instructions for the costs as specified on the attached Specifications/Quotation Form.

NOTE: This page is to be returned with the Hard Copy Specifications/Quotation Form.

We quote you as above - F.O.B. _____

Official Signature _____

Name Printed _____

Telephone Number _____

Acknowledge Addenda # _____ Date _____

_____ Date _____, # _____ Date _____

Delivery/Service can be performed no later than
_____ calendar days from receipt of order.

Date _____

Q-25-799
AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS

INSTRUCTIONS

1. **AWARD OF CONTRACT(S)**: Awards shall be made to the responsible, responsive low Quoter for each product based on location. The County reserves the right to award multiple contracts per item, based on the County's requirements as determined by locations. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. The successful Quoter(s) shall extend their pricing to the City of Hagerstown. The City of Hagerstown shall issue contracts (purchase orders) independently of that of the County and all financial transactions shall be conducted separately with the City of Hagerstown.
2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**: The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower-tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
3. **DELIVERY**: Unit prices are to be based on "pick-up" at Quoter's location(s) for Item Nos. 1 through 25. *The Quoter shall attach separately a haul/delivery rate schedule for Item Nos. 1 through 25.* The Quoter shall quote one price per item that he/she is able to provide, regardless of whether the vendor can provide it from more than one location. The County will not award a contract to a Quoter if multiple prices are quoted by the Quoter for each location. *Item Nos. 26A through 26F shall include the cost for the product and delivery to the designated location.*
4. **DISPUTES**: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
5. **EQUAL OPPORTUNITY**: The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
6. **EXCEPTION**: The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the quotation.
7. **INSURANCE**: Upon request and prior to execution of the contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County's – *Insurance Requirements for Independent Contractors Policy*.

8. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request, in writing, an interpretation from Aaron Weisner, Procurement Specialist I, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland, 21740; or send questions in Microsoft Word platform via e-mail to: purchasingquestions@washco-md.net or by submitting questions electronically through the online bidding system at <https://washco-md.ionwave.net>.
- All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, May 28, 2025, may not be considered.
9. **PAYMENT:** Payment will be made within thirty (30) calendar days by each using department after satisfactory delivery and acceptance as required based on deliveries as requested by that department. Invoices shall be submitted in duplicate to each using department. No costs shall be charged in addition to the per-ton unit costs nor to any haul/delivery rate schedule that is furnished with the vendor's quotation response during the contract period.
10. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
11. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before the purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
12. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:**
A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 W. Washington Street, Hagerstown, Maryland 21740, **10:00 A.M., (EDT/EST) Wednesday, May 21, 2025**, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting via teleconference shall call 240-313-2330 prior to the meeting to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

13. **PRICE ADJUSTMENTS:** Price adjustments during this term shall be based on the Maryland State Highway's "Price Adjustment for Asphalt Binder." Quoters shall submit, along with their quote, the prevailing index price of asphalt binder per ton and the design mix of their Hot Mix Asphalt products: 504.04.01 Price Adjustment for Asphalt Binder. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 (PG64S-22) at time of bid opening. Cost differentials between PG 64-22 (PG64S-22) and a binder specified shall be included in the price bid per ton for Asphalt.

The PA will be made when the index price for the month of placement increases or decreases more than five percent (5%) of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b)))$$

Where:

PA = Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal Q = Quantity of asphalt placed for the current month

P_p = Index price for PG 64-22 (PG64S-22) asphalt binder per ton for the month of placement

D = 1.05 for increases over five percent (5%); 0.95 for decreases over five percent (5%)

P_b = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

14. **QUOTATION OPENING:** "*Hard Copy*" Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, June 11, 2025**. Quotations will be opened and read at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 W. Washington Street, Hagerstown, Maryland. All interested parties are invited to attend. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 prior to the teleconference to receive instructions.
15. **QUOTATION SUBMISSION:** Quotations will be accepted one of two ways, Hard Copy or Electronic. The County will not accept or award a vendor who has submitted multiple quotations.

"Hard Copy" Quotations are to be submitted in a sealed opaque envelope marked, **"QUOTATION – (Q-25-799) AGGREGATE/EMULSION MATERIALS"**. The name and address of the Quoter to be clearly written on the front of the envelope. Quotations are to be addressed to:

Washington County Purchasing Department
Attn: Aaron Weisner, Procurement Specialist I
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740

“Electronic”** quotes shall only be accepted on the online bidding site at <http://washco-md.ionwave.net>. **Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.

NOTE: All Quoters must enter the Washington County Administrative Complex through either the front door at the 100 W. Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their quote and/or to attend the Pre-Quotation Conference and/or the Quote Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

15. **REGISTRATION WITH THE MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1184 or (888) 246-5941.
16. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.
17. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292. The County will provide a sales tax exemption certificate for the items provided under this contract.
18. **TERM OF CONTRACT:** All quoted prices shall be valid for the contract period August 1, 2025, through July 31, 2026.

**AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS
Q-25-799**

**SPECIFICATIONS/FORM OF QUOTATION
(Submit with Request for Quotation Form)**

Item No.	Product		Price Per Unit	Unit
1	#57- Stone (1/2" – 1-1/2")	AASHTO 57		Ton
2	#67 – Stone (3/4" or smaller)	AASHTO 67		Ton
3	#1 Rip Rap (9" – 18")	R5		Ton
4	#2 Rip Rap (12" – 24")	R6		Ton
5	B-10 Stone	B10		Ton
6	CCR 3/4"	Clean Crusher Run 3/4"		Ton
7	CCR 3-1/2"	Clean Crusher Run 3-1/2"		Ton
8	DCR / RC6	Dirty Crusher Run		Ton
9	CR6M	Clean Crusher Run		Ton
10	Gabion Stone (4" – 7")	AASHTO 89		Ton
11	MD 1 - Stone (2" – 4")	AASHTO 1		Ton
12	Dust	AASHTO 10		Ton
13	MD 2 Stone (1" – 3")	AASHTO 2		Ton
14	MD 4 Stone (1/4" – 3/4")	AASHTO 7		Ton
15	25.0 mm	Base Mix – Course		Ton
16	19.0 mm	Base Mix – Fine		Ton
17	Cold Mix	Year-Round Application Use		Ton
18	CRS 2	Emulsion		Gal
19	CSS - 1H	Tack Oil (5 Gallon Pail)		Pail
20	SS - 1H	Tack Oil (5 Gallon Pail)		Pail
21	CSS - 1H	Tack Oil		Gal
22	DW 9.5 mm	Driveway Mix		Ton
23	PF - 14.75 mm	Surface Fine (Dust)		Ton
24	4.75 mm	Sand Mix / Surface Top		Ton
25	SC 12.5 mm	Surface Mix Course		Ton
26	9.5 mm	Surface Mix Fine		Ton

Item No.	Product		Price Per Unit	Unit
27	Anti-Skid	<i>Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711</i>		Ton / <i>Delivered</i>
28	Anti-Skid	<i>Scenic Route #40 (Salt Dome West of Hancock) 2801 National Pike Hancock, MD 21750</i>		Ton / <i>Delivered</i>
29	Anti-Skid	<i>Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742</i>		Ton / <i>Delivered</i>
30	Anti-Skid	<i>Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756</i>		Ton / <i>Delivered</i>
31	Anti-Skid	<i>Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783</i>		Ton / <i>Delivered</i>
32	Anti-Skid	<i>Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740</i>		Ton / <i>Delivered</i>

***Quoter shall attach a haul/delivery rate schedule for items 1-26**

Company Name: _____

Company Address: _____

City, State, Zip: _____

Authorized Signature of Officer of Company: _____

Name and Title Printed: _____

Phone No.: _____ / Fax No.: _____

E-Mail Address: _____

Date: _____

Employer's Federal Identification No.: _____

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers' Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, **and name the Board of County Commissioners of Washington County, Maryland** on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

Government Wide Debarment and Suspension

Aggregate / Emulsion Materials

Q-25-799

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PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

Effective June 30, 2025, the Washington County, Maryland Purchasing Department will be moving to a procurement portal powered by Euna/Ionwave for accepting and evaluating solicitations.

Solicitations will ONLY be accepted through the online bidding site. “Hardcopy” submittals sent via postal mail or by physically dropping off in the Purchasing Office will no longer be accepted.

We strongly encourage all vendors to register now on the new online bidding site to receive solicitation notices.

To register, visit: <https://washco-md.ionwave.net>

Ionwave

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com

Thank you for your interest in conducting business with Washington County. We look forward to seeing you online!

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
1	#57- Stone (1/2" – 1-1/2") AASHTO 57*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
2	#67 – Stone (3/4" or smaller) AASHTO 67*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
3	#1 Rip Rap (9" – 18") R5*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
4	#2 Rip Rap (12" – 24") R6*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
5	B-10 Stone B10*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
6	CCR 3/4" Clean Crusher Run 3/4"*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
7	CCR 3-1/2" Clean Crusher Run 3- 1/2"*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
8	DCR / RC6 Dirty Crusher Run*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
9	CR6M Clean Crusher Run*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
10	Gabion Stone (4" – 7") AASHTO 89*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
11	MD 1 - Stone (2" – 4") AASHTO 1*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
12	Dust AASHTO 10*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
13	MD 2 Stone (1" – 3") AASHTO 2*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
14	MD 4 Stone (1/4" – 3/4") AASHTO 7*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
15	25.0 mm Base Mix – Course*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
16	19.0 mm Base Mix – Fine*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
17	Cold Mix Year-Round Application Use*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		\$168.00	\$168.00
18	CRS 2 Emulsion*Quoter shall attach a haul/delivery rate schedule	1	Gallon	\$3.35	\$3.35	<u>\$2.75</u>	\$2.75	No Bid	
19	CSS - 1H Tack Oil (5 Gallon Pail)*Quoter shall attach a haul/delivery rate schedule	1	Pail	No Bid		\$65.00	\$65.00	No Bid	
20	SS - 1H Tack Oil (5 Gallon Pail)*Quoter shall attach a haul/delivery rate schedule	1	Pail	No Bid		No Bid		<u>\$58.00</u>	\$58.00
21	CSS - 1H Tack Oil*Quoter shall attach a haul/delivery rate schedule	1	Gallon	\$3.25	\$3.25	<u>\$2.99</u>	\$2.99	No Bid	
22	DW 9.5 mm Driveway Mix*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
23	PF - 14.75 mm Surface Fine (Dust)*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
24	4.75 mm Sand Mix / Surface Top*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
25	SC 12.5 mm Surface Mix Course*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
26	9.5 mm Surface Mix Fine*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
27	Anti-SkidLicking Creek (Western Section)9659 National PikeBig Pool, MD 21711	1	Ton/Delivered	No Bid		No Bid		No Bid	
28	Anti-SkidScenic Route #40(Salt Dome West of Hancock)2801 National PikeHancock, MD 21750	1	Ton/Delivered	No Bid		No Bid		No Bid	
29	Anti-SkidNorthern Avenue (Central Section)601 Northern AvenueHagerstown, MD 21742	1	Ton/Delivered	No Bid		No Bid		No Bid	
30	Anti-SkidKeedysville (Southern Section)6223 Coffman Farm RoadKeedysville, MD 21756	1	Ton/Delivered	No Bid		No Bid		No Bid	
31	Anti-SkidGreensburg (Eastern Section)13230 Greensburg RoadSmithsburg, MD 21783	1	Ton/Delivered	No Bid		No Bid		No Bid	
32	Anti-SkidSolid Waste (Forty West Landfill)12630 Earth Care RoadHagerstown, MD 21740	1	Ton/Delivered	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	<u>\$18.25</u>	\$18.25	No Bid		No Bid		No Bid	
2	<u>\$18.35</u>	\$18.35	No Bid		No Bid		No Bid	
3	<u>\$29.00</u>	\$29.00	No Bid		No Bid		No Bid	
4	<u>\$28.50</u>	\$28.50	No Bid		No Bid		No Bid	
5	<u>\$18.95</u>	\$18.95	No Bid		No Bid		No Bid	
6	<u>\$11.50</u>	\$11.50	No Bid		No Bid		No Bid	
7	<u>\$11.45</u>	\$11.45	No Bid		No Bid		No Bid	
8	<u>\$8.10</u>	\$8.10	No Bid		No Bid		No Bid	
9	<u>\$10.90</u>	\$10.90	No Bid		No Bid		No Bid	
10	<u>\$24.00</u>	\$24.00	No Bid		No Bid		No Bid	
11	No Bid		No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12	<u>\$17.00</u>	\$17.00	No Bid		No Bid		No Bid	
13	<u>\$18.25</u>	\$18.25	No Bid		No Bid		No Bid	
14	<u>\$18.90</u>	\$18.90	No Bid		No Bid		No Bid	
15	No Bid		\$74.75	\$74.75	<u>\$52.25</u>	\$52.25	\$60.00	\$60.00
16	No Bid		\$73.00	\$73.00	<u>\$54.25</u>	\$54.25	\$65.00	\$65.00
17	No Bid		No Bid		<u>\$140.00</u>	\$140.00	\$175.00	\$175.00
18	No Bid		No Bid		No Bid		No Bid	
19	No Bid		No Bid		No Bid		<u>\$25.00</u>	\$25.00
20	No Bid		No Bid		No Bid		No Bid	
21	No Bid		No Bid		No Bid		\$5.00	\$5.00
22	No Bid		\$81.00	\$81.00	\$70.00	\$70.00	<u>\$66.00</u>	\$66.00

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	No Bid		No Bid		No Bid		No Bid	
24	No Bid		No Bid		<u>\$75.00</u>	\$75.00	\$95.00	\$95.00
25	No Bid		\$79.50	\$79.50	<u>\$59.25</u>	\$59.25	\$62.00	\$62.00
26	No Bid		\$82.50	\$82.50	<u>\$61.00</u>	\$61.00	\$66.00	\$66.00
27	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
28	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
29	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
30	<u>\$25.35</u>	\$25.35	No Bid		No Bid		No Bid	
31	<u>\$25.35</u>	\$25.35	No Bid		No Bid		No Bid	
32	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line	Responding Supplier	Supplier Notes
17	Seaboard Asphalt Products Company	Bidding Bond-X Green High Performance Cold Mix which is compliant with MDE Regulations for year round application and use. Pricing includes delivery.
20	Seaboard Asphalt Products Company	Pricing includes delivery
27	Martin Marietta	Pinesburg Quarry
28	Martin Marietta	Pinesburg Quarry
29	Martin Marietta	Pinesburg Quarry
30	Martin Marietta	Pinesburg Quarry
31	Martin Marietta	Pinesburg Quarry
32	Martin Marietta	Pinesburg Quarry
	Craig Paving, Inc.	All prices FOB from plant. No delivery.



Q-25-799

C. William Hetzer, Inc.

Supplier Response

Event Information

Number: Q-25-799
Title: Aggregate/Emulsion Materials
Type: Request for Quotation
Issue Date: 5/14/2025
Deadline: 6/11/2025 03:00 PM (ET)

Contact Information

Contact: Lisa Brown Procurement Technician
Address: Suite 3200
100 West Washington Street
Hagerstown, MD 21740
Email: lbrown@washco-md.net

C. William Hetzer, Inc. Information

Contact: Tony L Kerns
Address: 9401 Sharpsburg Pike
Hagerstown, MD 21740
Phone: (301) 733-7300
Email: TKerns@cwiliamhetzer.com
Web Address: www.cwiliamhetzer.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Tony L Kerns, President

Signature

Submitted at 6/11/2025 10:40:12 AM (ET)

TKerns@cwiliamhetzer.com

Email

Requested Attachments

Debarment

2025-06-11 Hetzer Signed
Debarment.pdf

Response Attachments

2025-06-11 Supplier Response (C. William Hetzer, Inc.).pdf

Includes Haul Schedule

Bid Attributes

1 Instructions

☒ I have read and acknowledged

2 Specifications

☒ I have read and acknowledged

3 Insurance Requirements

☒ I have read and acknowledged

4 Debarment

☒ I have read, acknowledged and signed

Bid Lines

1 #57- Stone (1/2" – 1-1/2") AASHTO 57

*Quoter shall attach a haul/delivery rate schedule

Quantity: 1 UOM: Ton

No Bid

2	#67 – Stone (3/4” or smaller) AASHTO 67 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
3	#1 Rip Rap (9” – 18”) R5 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
4	#2 Rip Rap (12” – 24”) R6 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
5	B-10 Stone B10 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
6	CCR 3/4” Clean Crusher Run 3/4” *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
7	CCR 3-1/2” Clean Crusher Run 3-1/2” *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
8	DCR / RC6 Dirty Crusher Run *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
9	CR6M Clean Crusher Run *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
10	Gabion Stone (4” – 7”) AASHTO 89 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
11	MD 1 - Stone (2” – 4”) AASHTO 1 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid

1 2	Dust AASHTO 10 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u>	No Bid
1 3	MD 2 Stone (1" – 3") AASHTO 2 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u>	No Bid
1 4	MD 4 Stone (1/4" – 3/4") AASHTO 7 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u>	No Bid
1 5	25.0 mm Base Mix – Course *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$52.25 Total: \$52.25	
1 6	19.0 mm Base Mix – Fine *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$54.25 Total: \$54.25	
1 7	Cold Mix Year-Round Application Use *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$140.00 Total: \$140.00	
1 8	CRS 2 Emulsion *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Gallon</u>	No Bid
1 9	CSS - 1H Tack Oil (5 Gallon Pail) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Pail</u>	No Bid
2 0	SS - 1H Tack Oil (5 Gallon Pail) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Pail</u>	No Bid
2 1	CSS - 1H Tack Oil *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Gallon</u>	No Bid

2 2	DW 9.5 mm Driveway Mix *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$70.00 Total: \$70.00
2 3	PF - 14.75 mm Surface Fine (Dust) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> No Bid
2 4	4.75 mm Sand Mix / Surface Top *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$75.00 Total: \$75.00
2 5	SC 12.5 mm Surface Mix Course *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$59.25 Total: \$59.25
2 6	9.5 mm Surface Mix Fine *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$61.00 Total: \$61.00
2 7	Anti-Skid Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> No Bid
2 8	Anti-Skid Scenic Route #40 (Salt Dome West of Hancock) 2801 National Pike Hancock, MD 21750 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> No Bid
2 9	Anti-Skid Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> No Bid

30	Anti-Skid Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u>	No Bid
31	Anti-Skid Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u>	No Bid
32	Anti-Skid Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740 Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u>	No Bid

Response Total: \$511.75

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

Topic:

Water and Wastewater: Purchase of Aggregates - Martin Marietta (Williamsport, MD) \$84,570.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Water___Wastewater_-_Stone_and_Asphalt_-_Martin_Marietta.pdf	Signed Consent Form
CONSENT_MARTIN_MARIETTA_10282025.pdf	CONSENT MARTIN MARIETTA
AGGREGATES_FOR_W_WW_FY26_BUDGET_DETAIL.pdf	BUDGET SUMMARY
purch-q-25-799.pdf	WASHINGTON COUNTY RFQ
purch-q-25-799-bidtab.pdf	BID TAB
Supplier_Response_(Martin_Marietta).pdf	BID MARTIN MARIETTA

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 CIP and 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: 2025.10.10 15:45:47-04'00'
Foxit PDF Editor Version: 13.2.1

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: 2025.10.10 15:46:03-04'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle Hope 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hope 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approve

Scott McEwan 10/17/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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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 <u>COMMENTS</u> Signature / Date	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date

COUNTY BID Q25-799 AGGREGATE EMULSIONS - SUMMARY								
DESCRIPTION	BUDGET	TONS WATER	TONS WASTEWATER	MARTIN MARIETTA	C. WILLIAM HETZER	CRAIG PAVING	WATER TOTAL COST	WASTEWATER TOTAL COST
B-10	OPERATING	0	400	\$ 18.95	NB	NB		\$ 7,580.00
	CIP	0	200	\$ 18.95	NB	NB		\$ 3,790.00
CR6M	OPERATING	0	2000	\$ 10.90	NB	NB		\$ 21,800.00
	CIP	0	1000	\$ 10.90	NB	NB		\$ 10,900.00
DCR/RC6	OPERATING	3000	0	\$ 8.10	NB	NB	\$ 24,300.00	\$ -
	CIP	2000	0	\$ 8.10	NB	NB	\$ 16,200.00	\$ -
19.0mm Base fine	OPERATING	0	20	NB	\$ 54.25	\$ 65.00		\$ 1,085.00
	CIP	0	10	NB	\$ 54.25	\$ 65.00		\$ 542.50
25.0 mm Base course	OPERATING	0	75	NB	\$ 52.25	\$ 60.00		\$ 3,918.75
	CIP	0	25	NB	\$ 52.25	\$ 60.00		\$ 1,306.25
Cold Mix	OPERATING	50	40	NB	\$ 140.00	\$ 175.00	\$ 7,000.00	\$ 5,600.00
	CIP	50	20	NB	\$ 140.00	\$ 175.00	\$ 7,000.00	\$ 2,800.00
SC 12.5 mm Surface	OPERATING	0	45	NB	\$ 59.25	\$ 62.00		\$ 2,666.25
	CIP	0	15	NB	\$ 59.25	\$ 62.00		\$ 888.75
9.5 mm Surface mix fine	OPERATING	0	40	NB	\$ 61.00	\$ 66.00		\$ 2,440.00
	CIP	0	10	NB	\$ 61.00	\$ 66.00		\$ 610.00
							\$ 54,500.00	\$ 65,927.50

HETZER	MARTIN MARIETTA
	\$ 7,580.00
	\$ 3,790.00
	\$ 21,800.00
	\$ 10,900.00
	\$ 24,300.00
	\$ 16,200.00
\$ 1,085.00	
\$ 542.50	
\$ 3,918.75	
\$ 1,306.25	
\$ 12,600.00	
\$ 9,800.00	
\$ 2,666.25	
\$ 888.75	
\$ 2,440.00	
\$ 610.00	
\$ 35,857.50	\$ 84,570.00

ACCOUNT	FY26 BUDGET	ACCT BALANCE	FY26 ESTIMATED	BAL. LESS PROJECTED EXPENSE	Budget Transfer	Budget Transfer	AMOUNT
WASTEWATER					FROM	TO	
5472601-5328 (60%)	\$ 15,000.00	\$ (15,100.48)	\$ 27,054.00	\$ (42,154.48)	5485001-5881-C0267	5472601-5328	\$ 45,000.00
5472601-5562 (40%)	\$ 30,000.00	\$ 12,054.00	\$18,036.00	\$ (5,982.00)	5485001-5881-C0267	5472601-5562	\$ 10,000.00
5485001-5881-C0267 (100%)	\$ 1,100,000.00	\$ 1,078,340.00	\$ 20,837.50	\$ 1,057,502.50			
ACCOUNT	FY26 BUDGET	ACCT BALANCE	FY26 ESTIMATED	BAL. LESS PROJECTED EXPENSE	Budget Transfer	Budget Transfer	AMOUNT
WATER					FROM	TO	
5272501-5561 (100%)	\$ 50,000.00	\$ 26,978.56	\$ 31,300.00	\$ (4,321.44)	5285001-5891-C0653	5272501-5561	\$ 5,000.00
					5285001-5891-C0709		\$ 5,000.00
5285001-5891-C0653 (30%)	\$ 750,000.00	\$ 692,182.96	\$ 6,960.00	\$ 685,222.96			
5285001-5891-C0709 (70%)	\$ 660,000.00	\$ 417,351.05	\$ 16,240.00	\$ 401,111.05			



REQUEST FOR QUOTATION

PLEASE COMPLETE THE FOLLOWING CONTACT INFORMATION:

Company Name: _____

Address: _____

Contact Name: _____

Contact Title: _____

Phone Number: _____

E-mail: _____

NOTES:

1. Quoted prices are to be net thirty (30) calendar days: all discounts are to be deducted and reflected in net prices.
2. The County reserves the right to reject any and/or all quotes, to waive any technicalities in the quote, and to take whatever action is in the best interest of Washington County, Maryland.
3. The County is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292.

RETURN QUOTATIONS TO:

WASHINGTON COUNTY PURCHASING DEPARTMENT
Washington County Administration Complex
100 West Washington Street, Third Floor, Suite 3200
Hagerstown, Maryland 21740

Attention: Aaron Weisner- Procurement Specialist I

Telephone Number: 240-313-2330

REQUEST FOR QUOTATION

**THIS IS NOT
AN ORDER**

DATE ISSUED

May 14, 2025

DESCRIPTION

Q-25-799

**AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS**
(See Attached Instructions & Specifications)

QUOTATION DUE: Wednesday, June 11, 2025, no later than 3:00 P.M. (EDT/EST), "Hard copy" quotes must be time-stamped in the Purchasing Department. **"Electronic"** quotes will be accepted at <https://washco-md.ionwave.net>. Opening of quotations will follow. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 prior to the teleconference to receive instructions.

HARD COPY QUOTATIONS TO BE ADDRESSED TO: Washington County Purchasing Department, Attn: Aaron Weisner, Procurement Specialist I, Washington County Administration Complex, 100 W. Washington Street, Third Floor, Suite 3200, Hagerstown, Maryland, 21740 and enclosed in a sealed opaque envelope marked **"QUOTATION – (Q-25-799) AGGREGATE/EMULSION MATERIALS"** and bearing the vendor's name and address.

ELECTRONIC QUOTATIONS SHALL BE SUBMITTED TO: <https://washco-md.ionwave.net>.

Having received clarification on all items of conflict or upon which any doubt arose, the undersigned proposed to furnish all labor, materials, and equipment called for by said specifications and instructions for the costs as specified on the attached Specifications/Quotation Form.

NOTE: This page is to be returned with the Hard Copy Specifications/Quotation Form.

We quote you as above - F.O.B. _____

Official Signature _____

Name Printed _____

Telephone Number _____

Acknowledge Addenda # _____ Date _____

_____ Date _____, # _____ Date _____

Delivery/Service can be performed no later than
_____ calendar days from receipt of order.

Date _____

Q-25-799
AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS

INSTRUCTIONS

1. **AWARD OF CONTRACT(S)**: Awards shall be made to the responsible, responsive low Quoter for each product based on location. The County reserves the right to award multiple contracts per item, based on the County's requirements as determined by locations. Carelessness in quoting prices, or in preparation of quotation otherwise, will not relieve the Quoter. Erasures or changes in quotations must be initialed. The successful Quoter(s) shall extend their pricing to the City of Hagerstown. The City of Hagerstown shall issue contracts (purchase orders) independently of that of the County and all financial transactions shall be conducted separately with the City of Hagerstown.
2. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**: The quoter/vendor certifies, by submission of this quotation or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this quotation that it will include this clause without modification in all lower-tier transactions, solicitations, quotations, contracts, and subcontracts. Where the quoter/vendor or any lower tier participant is able to certify to this statement, it shall attach an explanation to this solicitation/proposal.
3. **DELIVERY**: Unit prices are to be based on "pick-up" at Quoter's location(s) for Item Nos. 1 through 25. *The Quoter shall attach separately a haul/delivery rate schedule for Item Nos. 1 through 25.* The Quoter shall quote one price per item that he/she is able to provide, regardless of whether the vendor can provide it from more than one location. The County will not award a contract to a Quoter if multiple prices are quoted by the Quoter for each location. *Item Nos. 26A through 26F shall include the cost for the product and delivery to the designated location.*
4. **DISPUTES**: In cases of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the County Commissioners or authorized representative shall be final and binding on both parties.
5. **EQUAL OPPORTUNITY**: The Board of County Commissioners of Washington County, Maryland does not discriminate on the basis of race, color, national origin, sex, religion, age and disability in employment or the provision of services. Individuals requiring special accommodations are requested to contact the Purchasing Department at 240-313-2330 Voice, TDD Dial 711 to make arrangements no later than seven (7) calendar days prior to the Pre-Quotation Conference and/or Quotation Opening.
6. **EXCEPTION**: The submission of a quote shall be considered an agreement to all items, conditions, and specifications provided herein and in the various quotation documents unless specifically noted otherwise in the quotation.
7. **INSURANCE**: Upon request and prior to execution of the contract, the successful contractor must show Evidence of Insurance as outlined in the attached copy of Washington County's – *Insurance Requirements for Independent Contractors Policy*.

8. **INTERPRETATION, DISCREPANCIES, OMISSIONS:** Should any Quoter find discrepancies in, or omissions from the documents or be in doubt of their meaning, or feel that the specifications are discriminatory, he/she should at once request, in writing, an interpretation from Aaron Weisner, Procurement Specialist I, Washington County Purchasing Department, Washington County Administration Complex, 100 West Washington Street, Suite 3200, Hagerstown, Maryland, 21740; or send questions in Microsoft Word platform via e-mail to: purchasingquestions@washco-md.net or by submitting questions electronically through the online bidding system at <https://washco-md.ionwave.net>.
- All necessary interpretations will be issued to all Quoters by the Washington County Purchasing Director in the form of addenda to the specifications, and such addenda shall become part of the Contract Documents. Exceptions taken in no way obligates the County to change the specifications. Failure of any Quoter to receive any such addendum or interpretation shall not relieve such Quoter from any obligation under his/her quotation as submitted. The County will assume no responsibility for oral instructions or suggestions. **ORAL ANSWERS WILL NOT BE BINDING ON THE COUNTY.** Any requests received after 4:00 P.M., (EDT/EST), Wednesday, May 28, 2025, may not be considered.
9. **PAYMENT:** Payment will be made within thirty (30) calendar days by each using department after satisfactory delivery and acceptance as required based on deliveries as requested by that department. Invoices shall be submitted in duplicate to each using department. No costs shall be charged in addition to the per-ton unit costs nor to any haul/delivery rate schedule that is furnished with the vendor's quotation response during the contract period.
10. **PAYMENT OF COUNTY AND MUNICIPAL TAXES:** Effective October 1, 1993, in compliance with Section 1-106(b)(3) of the Code of the Public Local Laws of Washington County, Maryland, "If a Bidder has not paid all taxes owed to the County or a municipal corporation in the County, the County Commissioners may reject the Bidder's bid."
11. **POLITICAL CONTRIBUTION DISCLOSURE:** In accordance with Maryland Code, State Finance and Procurement Article, §17-402, the Bidder shall comply with Maryland Code, Election Law Article, Title 14, which requires that every person that enters into contracts, leases, or other agreements with the State, a county, or any incorporated municipality, or their agencies during a calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the State Administrative Board of Election Laws a statement disclosing contributions in excess of \$500 made during the reporting period to a candidate for elective office in any primary or general election. The statement shall be filed with the State Administrative Board of Election Laws: (1) before the purchase or execution of a lease or contract by the State, a county, an incorporated municipality, or their agencies, and shall cover the preceding two (2) calendar years; and (2) if the contribution is made after the execution of a lease or contract, then twice a year, throughout the contract term, on (a) February 5, to cover the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending July 31.
12. **PRE-QUOTATION CONFERENCE/TELECONFERENCE:**
A Pre-Quotation Conference/Teleconference will be held in person in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 W. Washington Street, Hagerstown, Maryland 21740, **10:00 A.M., (EDT/EST) Wednesday, May 21, 2025**, at which time County personnel will be present to answer any questions. All interested quoters wishing to take part in the meeting via teleconference shall call 240-313-2330 prior to the meeting to receive instructions. All interested quoters are requested to take part in the conference/teleconference. Participation in this meeting is not mandatory, but it is strongly encouraged.

13. **PRICE ADJUSTMENTS:** Price adjustments during this term shall be based on the Maryland State Highway's "Price Adjustment for Asphalt Binder." Quoters shall submit, along with their quote, the prevailing index price of asphalt binder per ton and the design mix of their Hot Mix Asphalt products: 504.04.01 Price Adjustment for Asphalt Binder. A Price Adjustment (PA) will be made to provide additional compensation to the Contractor or a credit to the Administration for the fluctuation in the cost of asphalt binder.

For adjustment purposes, the prevailing base index price will be the price specified for PG 64-22 (PG64S-22) at time of bid opening. Cost differentials between PG 64-22 (PG64S-22) and a binder specified shall be included in the price bid per ton for Asphalt.

The PA will be made when the index price for the month of placement increases or decreases more than five percent (5%) of the prevailing base index price. Computations will be as follows:

$$\text{Percent Change} = ((P_p - P_b) / P_b) \times 100$$

$$PA = T \times Q \times ((P_p - (D \times P_b)))$$

Where:

PA = Price Adjustment for the current month

T = Design target asphalt content expressed as a decimal Q = Quantity of asphalt placed for the current month

P_p = Index price for PG 64-22 (PG64S-22) asphalt binder per ton for the month of placement

D = 1.05 for increases over five percent (5%); 0.95 for decreases over five percent (5%)

P_b = Prevailing base index price for PG 64-22 (PG64S-22) asphalt binder per ton

PA resulting in increased payment to the contractor will be paid under the item Price Adjustment for Asphalt Binder. The item amount will be established by the Administration and shall not be revised by the Contractor. PA resulting in a decreased payment will be deducted from monies owed the Contractor.

14. **QUOTATION OPENING:** "*Hard Copy*" Quotations must be received and time-stamped in the Purchasing Department no later than **3:00 P.M., (EDT/EST) Wednesday, June 11, 2025**. Quotations will be opened and read at that time in the Washington County Administration Complex, Third Floor Conference Room 3000, 100 W. Washington Street, Hagerstown, Maryland. All interested parties are invited to attend. All quoters who wish to hear a reading of the quotes shall call 240-313-2330 prior to the teleconference to receive instructions.
15. **QUOTATION SUBMISSION:** Quotations will be accepted one of two ways, Hard Copy or Electronic. The County will not accept or award a vendor who has submitted multiple quotations.

"Hard Copy" Quotations are to be submitted in a sealed opaque envelope marked, **"QUOTATION – (Q-25-799) AGGREGATE/EMULSION MATERIALS"**. The name and address of the Quoter to be clearly written on the front of the envelope. Quotations are to be addressed to:

Washington County Purchasing Department
Attn: Aaron Weisner, Procurement Specialist I
Washington County Administration Complex
100 West Washington Street, Suite 3200
Hagerstown, MD 21740

“Electronic”** quotes shall only be accepted on the online bidding site at <http://washco-md.ionwave.net>. **Facsimile or Electronic Bids of any type other than through the new online bidding platform will not be accepted.

NOTE: All Quoters must enter the Washington County Administrative Complex through either the front door at the 100 W. Washington Street entrance or through the rear entrance (w/blue canopy roof) which is handicap accessible and must use the elevator to access the Purchasing Department to submit their quote and/or to attend the Pre-Quotation Conference and/or the Quote Opening. Alternate routes are controlled by a door access system. The general public will be subject to wand search and will be required to remove any unauthorized items from the building prior to entry. Prohibited items include but are not limited to: Weapons of any type; Firearms, ammunition and explosive devices; Cutting instruments of any type - including knives, scissors, box cutters, work tools, knitting needles, or anything with a cutting edge, etc.; Pepper spray, mace or any other chemical defense sprays; and Illegal substances.

15. **REGISTRATION WITH THE MARYLAND DEPARTMENT OF ASSESSMENT AND TAXATION:** Prior to contracting, private corporations must either be incorporated in the State of Maryland or registered with the Maryland Department of Assessments and Taxation as a foreign corporation and must be in good standing. Proof of such standing is required prior to the start of the contracting process and shall remain in good standing during the contract period. The website for the State Department of Assessments and Taxation is: <https://egov.maryland.gov/businessexpress> and the phone numbers for the State Department of Assessments and taxation are: (410) 767-1184 or (888) 246-5941.
16. **RESERVATIONS:** The Board of County Commissioners of Washington County, Maryland, reserves the right to accept or reject any or all bids, to waive formalities, informalities and technicalities therein. The Board reserves the right to contact a Quoter for clarifications and may, at its sole discretion, allow a Bidder to correct any and all formalities, informalities and technicalities in the best interest of Washington County, Maryland.
17. **SALES TAX:** Washington County Government is exempt from State of Maryland Sales Tax. The County's Maryland Sales Tax Exemption Number is 30001292. The County will provide a sales tax exemption certificate for the items provided under this contract.
18. **TERM OF CONTRACT:** All quoted prices shall be valid for the contract period August 1, 2025, through July 31, 2026.

**AGGREGATE/EMULSION MATERIALS
FOR WASHINGTON COUNTY DEPARTMENTS
Q-25-799**

**SPECIFICATIONS/FORM OF QUOTATION
(Submit with Request for Quotation Form)**

Item No.	Product		Price Per Unit	Unit
1	#57- Stone (1/2" – 1-1/2")	AASHTO 57		Ton
2	#67 – Stone (3/4" or smaller)	AASHTO 67		Ton
3	#1 Rip Rap (9" – 18")	R5		Ton
4	#2 Rip Rap (12" – 24")	R6		Ton
5	B-10 Stone	B10		Ton
6	CCR 3/4"	Clean Crusher Run 3/4"		Ton
7	CCR 3-1/2"	Clean Crusher Run 3-1/2"		Ton
8	DCR / RC6	Dirty Crusher Run		Ton
9	CR6M	Clean Crusher Run		Ton
10	Gabion Stone (4" – 7")	AASHTO 89		Ton
11	MD 1 - Stone (2" – 4")	AASHTO 1		Ton
12	Dust	AASHTO 10		Ton
13	MD 2 Stone (1" – 3")	AASHTO 2		Ton
14	MD 4 Stone (1/4" – 3/4")	AASHTO 7		Ton
15	25.0 mm	Base Mix – Course		Ton
16	19.0 mm	Base Mix – Fine		Ton
17	Cold Mix	Year-Round Application Use		Ton
18	CRS 2	Emulsion		Gal
19	CSS - 1H	Tack Oil (5 Gallon Pail)		Pail
20	SS - 1H	Tack Oil (5 Gallon Pail)		Pail
21	CSS - 1H	Tack Oil		Gal
22	DW 9.5 mm	Driveway Mix		Ton
23	PF - 14.75 mm	Surface Fine (Dust)		Ton
24	4.75 mm	Sand Mix / Surface Top		Ton
25	SC 12.5 mm	Surface Mix Course		Ton
26	9.5 mm	Surface Mix Fine		Ton

Item No.	Product		Price Per Unit	Unit
27	Anti-Skid	<i>Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711</i>		<i>Ton / Delivered</i>
28	Anti-Skid	<i>Scenic Route #40 (Salt Dome West of Hancock) 2801 National Pike Hancock, MD 21750</i>		<i>Ton / Delivered</i>
29	Anti-Skid	<i>Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742</i>		<i>Ton / Delivered</i>
30	Anti-Skid	<i>Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756</i>		<i>Ton / Delivered</i>
31	Anti-Skid	<i>Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783</i>		<i>Ton / Delivered</i>
32	Anti-Skid	<i>Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740</i>		<i>Ton / Delivered</i>

***Quoter shall attach a haul/delivery rate schedule for items 1-26**

Company Name: _____

Company Address: _____

City, State, Zip: _____

Authorized Signature of Officer of Company: _____

Name and Title Printed: _____

Phone No.: _____ / Fax No.: _____

E-Mail Address: _____

Date: _____

Employer's Federal Identification No.: _____

POLICY TITLE: Insurance Requirements for Independent Contractors

ADOPTION DATE: August 29, 1989

EFFECTIVE DATE: September 1, 1989

FILING INSTRUCTIONS:

I. PURPOSE

To protect Washington County, Maryland against liability, loss or expense due to damaged property, injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work or service performed on behalf of Washington County, Maryland.

II. ACTION

The following should be inserted in all Independent Contractor Contracts:

"The Contractor shall procure and maintain at his sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County."

1. **Workers Compensation:** The Contractor agrees to comply with Workers Compensation laws of the State of Maryland and to maintain a Workers Compensation and Employers Liability Policy.

Minimum Limits Required:

Workers' Compensation -	Statutory
Employers Liability -	\$100,000 (Each Accident)
	\$500,000 (Disease - Policy Limit)
	\$100,000 (Disease - Each Employee)

2. **Comprehensive General Liability Insurance:** The Contractor shall provide Comprehensive General Liability including Products and Completed Operations.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury and Property Damage.

Such insurance shall protect the County, its agents, elected and appointed officials, commission members and employees, **and name the Board of County Commissioners of Washington County, Maryland** on the policy as additional insured against liability, loss or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way, out of, or in connection with or resulting from the work of service performed on behalf of Washington County, Maryland.

2. **Comprehensive General Liability Insurance** (continued)

The Contractor is ultimately responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the County, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the County.

3. **Business Automobile Liability:** The Contractor shall provide Business Auto Liability including coverage for all leased, owned, non-owned and hired vehicles.

Minimum Limits Required:

\$1,000,000 combined single limit for Bodily Injury or Property Damage.

Certificate(s) of Insurance: The Contractor shall provide certificates of insurance requiring a 30-day notice of cancellation to the Purchasing Department, Board of County Commissioners of Washington County, Maryland prior to the start of the applicable project.

Approval of the insurance by the County shall not in any way relieve or decrease the liability of the Contractor. It is expressly understood that the County does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All responsibility for payment of any sums resulting from any deductible provisions, corridor, or self-insured retention conditions of the policy or policies shall remain with the Contractor.

General Indemnity: The Contractor shall indemnify, defend and save harmless the Board of County Commissioners of Washington County, Maryland, its appointed or elected officials, commission members, employees and agents for any and all suits, legal actions, administrative proceedings, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind of nature, whether arising before or after final acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by the Contractor, or any one acting under its direction, control or on its behalf in connection with or incident to its performance of the Contract.

Revision Date: August 27, 1991

Effective Date: August 27, 1991

Revision Date: March 4, 1997

Effective Date: March 4, 1997

**GOVERNMENT WIDE
DEBARMENT AND SUSPENSION**

Background and Applicability:

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published an update to 49 CFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, *Debarment and Suspension*, Executive Order 12689, *Debarment and Suspension*, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed \$25,000 as well as any contract or subcontract (at any level) for Federally required auditing services, 49 CFR 29.220(b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from \$100,000 to \$25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, Contractors, and Subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required, 49 CFR 29.300.

Grantees, Contractors, and Subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, Subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels).

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the *County*. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the *County*, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The Bidder agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer.

The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Name _____

Signature of Contractor's Authorized Official _____

Printed Name of Contractor's Authorized Official _____

Printed Title of Contractor's Authorized Official _____

Date _____

Government Wide Debarment and Suspension

Aggregate / Emulsion Materials

Q-25-799

Page 9



PURCHASING DEPARTMENT
DIVISION OF BUDGET & FINANCE

IMPORTANCE NOTICE

Effective June 30, 2025, the Washington County, Maryland Purchasing Department will be moving to a procurement portal powered by Euna/Ionwave for accepting and evaluating solicitations.

Solicitations will ONLY be accepted through the online bidding site. “Hardcopy” submittals sent via postal mail or by physically dropping off in the Purchasing Office will no longer be accepted.

We strongly encourage all vendors to register now on the new online bidding site to receive solicitation notices.

To register, visit: <https://washco-md.ionwave.net>

Ionwave

Contact Support:

Dial: 866.277.2645 x4

Email: support.ionwave@eunasolutions.com

Thank you for your interest in conducting business with Washington County. We look forward to seeing you online!

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
1	#57- Stone (1/2" – 1-1/2") AASHTO 57*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
2	#67 – Stone (3/4" or smaller) AASHTO 67*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
3	#1 Rip Rap (9" – 18") R5*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
4	#2 Rip Rap (12" – 24") R6*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
5	B-10 Stone B10*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
6	CCR 3/4" Clean Crusher Run 3/4"*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
7	CCR 3-1/2" Clean Crusher Run 3- 1/2"*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
8	DCR / RC6 Dirty Crusher Run*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
9	CR6M Clean Crusher Run*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
10	Gabion Stone (4" – 7") AASHTO 89*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
11	MD 1 - Stone (2" – 4") AASHTO 1*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
12	Dust AASHTO 10*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
13	MD 2 Stone (1" – 3") AASHTO 2*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
14	MD 4 Stone (1/4" – 3/4") AASHTO 7*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
15	25.0 mm Base Mix – Course*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
16	19.0 mm Base Mix – Fine*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
17	Cold Mix Year-Round Application Use*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		\$168.00	\$168.00
18	CRS 2 Emulsion*Quoter shall attach a haul/delivery rate schedule	1	Gallon	\$3.35	\$3.35	<u>\$2.75</u>	\$2.75	No Bid	
19	CSS - 1H Tack Oil (5 Gallon Pail)*Quoter shall attach a haul/delivery rate schedule	1	Pail	No Bid		\$65.00	\$65.00	No Bid	
20	SS - 1H Tack Oil (5 Gallon Pail)*Quoter shall attach a haul/delivery rate schedule	1	Pail	No Bid		No Bid		<u>\$58.00</u>	\$58.00
21	CSS - 1H Tack Oil*Quoter shall attach a haul/delivery rate schedule	1	Gallon	\$3.25	\$3.25	<u>\$2.99</u>	\$2.99	No Bid	
22	DW 9.5 mm Driveway Mix*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

				Specialty Emulsions, Inc. York, PA		Russell Standard Pittsburg, PA		Seaboard Asphalt Products Company Baltimore, MD	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
Line #	Description	QTY	UOM						
23	PF - 14.75 mm Surface Fine (Dust)*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
24	4.75 mm Sand Mix / Surface Top*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
25	SC 12.5 mm Surface Mix Course*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
26	9.5 mm Surface Mix Fine*Quoter shall attach a haul/delivery rate schedule	1	Ton	No Bid		No Bid		No Bid	
27	Anti-SkidLicking Creek (Western Section)9659 National PikeBig Pool, MD 21711	1	Ton/Delivered	No Bid		No Bid		No Bid	
28	Anti-SkidScenic Route #40(Salt Dome West of Hancock)2801 National PikeHancock, MD 21750	1	Ton/Delivered	No Bid		No Bid		No Bid	
29	Anti-SkidNorthern Avenue (Central Section)601 Northern AvenueHagerstown, MD 21742	1	Ton/Delivered	No Bid		No Bid		No Bid	
30	Anti-SkidKeedysville (Southern Section)6223 Coffman Farm RoadKeedysville, MD 21756	1	Ton/Delivered	No Bid		No Bid		No Bid	
31	Anti-SkidGreensburg (Eastern Section)13230 Greensburg RoadSmithsburg, MD 21783	1	Ton/Delivered	No Bid		No Bid		No Bid	
32	Anti-SkidSolid Waste (Forty West Landfill)12630 Earth Care RoadHagerstown, MD 21740	1	Ton/Delivered	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	<u>\$18.25</u>	\$18.25	No Bid		No Bid		No Bid	
2	<u>\$18.35</u>	\$18.35	No Bid		No Bid		No Bid	
3	<u>\$29.00</u>	\$29.00	No Bid		No Bid		No Bid	
4	<u>\$28.50</u>	\$28.50	No Bid		No Bid		No Bid	
5	<u>\$18.95</u>	\$18.95	No Bid		No Bid		No Bid	
6	<u>\$11.50</u>	\$11.50	No Bid		No Bid		No Bid	
7	<u>\$11.45</u>	\$11.45	No Bid		No Bid		No Bid	
8	<u>\$8.10</u>	\$8.10	No Bid		No Bid		No Bid	
9	<u>\$10.90</u>	\$10.90	No Bid		No Bid		No Bid	
10	<u>\$24.00</u>	\$24.00	No Bid		No Bid		No Bid	
11	No Bid		No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
12	<u>\$17.00</u>	\$17.00	No Bid		No Bid		No Bid	
13	<u>\$18.25</u>	\$18.25	No Bid		No Bid		No Bid	
14	<u>\$18.90</u>	\$18.90	No Bid		No Bid		No Bid	
15	No Bid		\$74.75	\$74.75	<u>\$52.25</u>	\$52.25	\$60.00	\$60.00
16	No Bid		\$73.00	\$73.00	<u>\$54.25</u>	\$54.25	\$65.00	\$65.00
17	No Bid		No Bid		<u>\$140.00</u>	\$140.00	\$175.00	\$175.00
18	No Bid		No Bid		No Bid		No Bid	
19	No Bid		No Bid		No Bid		<u>\$25.00</u>	\$25.00
20	No Bid		No Bid		No Bid		No Bid	
21	No Bid		No Bid		No Bid		\$5.00	\$5.00
22	No Bid		\$81.00	\$81.00	\$70.00	\$70.00	<u>\$66.00</u>	\$66.00

Q-25-799 Aggregates/Emulsions Materials

Line #	Martin Marietta Raleigh, NC		P & W Excavating Inc McConnellsburg, PA		C. William Hetzer, Inc. Hagerstown, MD		Craig Paving, Inc. Hagerstown, MD	
	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
23	No Bid		No Bid		No Bid		No Bid	
24	No Bid		No Bid		<u>\$75.00</u>	\$75.00	\$95.00	\$95.00
25	No Bid		\$79.50	\$79.50	<u>\$59.25</u>	\$59.25	\$62.00	\$62.00
26	No Bid		\$82.50	\$82.50	<u>\$61.00</u>	\$61.00	\$66.00	\$66.00
27	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
28	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
29	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	
30	<u>\$25.35</u>	\$25.35	No Bid		No Bid		No Bid	
31	<u>\$25.35</u>	\$25.35	No Bid		No Bid		No Bid	
32	<u>\$24.55</u>	\$24.55	No Bid		No Bid		No Bid	

Q-25-799 Aggregates/Emulsions Materials

Line	Responding Supplier	Supplier Notes
17	Seaboard Asphalt Products Company	Bidding Bond-X Green High Performance Cold Mix which is compliant with MDE Regulations for year round application and use. Pricing includes delivery.
20	Seaboard Asphalt Products Company	Pricing includes delivery
27	Martin Marietta	Pinesburg Quarry
28	Martin Marietta	Pinesburg Quarry
29	Martin Marietta	Pinesburg Quarry
30	Martin Marietta	Pinesburg Quarry
31	Martin Marietta	Pinesburg Quarry
32	Martin Marietta	Pinesburg Quarry
	Craig Paving, Inc.	All prices FOB from plant. No delivery.



Q-25-799

Martin Marietta

Supplier Response

Event Information

Number: Q-25-799
Title: Aggregate/Emulsion Materials
Type: Request for Quotation
Issue Date: 5/14/2025
Deadline: 6/11/2025 03:00 PM (ET)

Contact Information

Contact: Lisa Brown Procurement Technician
Address: Suite 3200
100 West Washington Street
Hagerstown, MD 21740
Email: lbrown@washco-md.net

Martin Marietta Information

Contact: TIMOTHY BOSTIC
Address: 4123 Parklake Ave
Raleigh, NC 27612
Phone: (919) 781-4550
Email: tim.bostic@martinmarietta.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Timothy Bostic

Signature

Submitted at 6/10/2025 12:46:25 PM (ET)

tim.bostic@martinmarietta.com

Email

Requested Attachments

Debarment

Washington County 2025
Debarment.pdf

Response Attachments

Washington County 2025 Bid Invitation (2).pdf

Washington County 2025 bid documents

Washington County Radius Delivery Rates 2025.docx

Washington County Radius Delivery Rates

Bid Attributes

1 Instructions

☒ I have read and acknowledged

2 Specifications

☒ I have read and acknowledged

3 Insurance Requirements

☒ I have read and acknowledged

4 Debarment

☒ I have read, acknowledged and signed

Bid Lines

1 #57- Stone (1/2" – 1-1/2") AASHTO 57

*Quoter shall attach a haul/delivery rate schedule

Quantity: 1 UOM: Ton Price: \$18.25 Total: \$18.25

2	#67 – Stone (3/4” or smaller) AASHTO 67
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$18.35 </u> Total: <u> \$18.35 </u>
3	#1 Rip Rap (9” – 18”) R5
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$29.00 </u> Total: <u> \$29.00 </u>
4	#2 Rip Rap (12” – 24”) R6
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$28.50 </u> Total: <u> \$28.50 </u>
5	B-10 Stone B10
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$18.95 </u> Total: <u> \$18.95 </u>
6	CCR 3/4” Clean Crusher Run 3/4”
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$11.50 </u> Total: <u> \$11.50 </u>
7	CCR 3-1/2” Clean Crusher Run 3-1/2”
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$11.45 </u> Total: <u> \$11.45 </u>
8	DCR / RC6 Dirty Crusher Run
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$8.10 </u> Total: <u> \$8.10 </u>
9	CR6M Clean Crusher Run
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$10.90 </u> Total: <u> \$10.90 </u>
10	Gabion Stone (4” – 7”) AASHTO 89
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: <u> \$24.00 </u> Total: <u> \$24.00 </u>
11	MD 1 - Stone (2” – 4”) AASHTO 1
	*Quoter shall attach a haul/delivery rate schedule
	Quantity: <u> 1 </u> UOM: <u>Ton</u> No Bid

1 2	Dust AASHTO 10 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$17.00 Total: \$17.00
1 3	MD 2 Stone (1" – 3") AASHTO 2 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$18.25 Total: \$18.25
1 4	MD 4 Stone (1/4" – 3/4") AASHTO 7 *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> Price: \$18.90 Total: \$18.90
1 5	25.0 mm Base Mix – Course *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> No Bid
1 6	19.0 mm Base Mix – Fine *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> No Bid
1 7	Cold Mix Year-Round Application Use *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Ton</u> No Bid
1 8	CRS 2 Emulsion *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Gallon</u> No Bid
1 9	CSS - 1H Tack Oil (5 Gallon Pail) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Pail</u> No Bid
2 0	SS - 1H Tack Oil (5 Gallon Pail) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Pail</u> No Bid
2 1	CSS - 1H Tack Oil *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u>Gallon</u> No Bid

2 2	DW 9.5 mm Driveway Mix *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
2 3	PF - 14.75 mm Surface Fine (Dust) *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
2 4	4.75 mm Sand Mix / Surface Top *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
2 5	SC 12.5 mm Surface Mix Course *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
2 6	9.5 mm Surface Mix Fine *Quoter shall attach a haul/delivery rate schedule Quantity: <u> 1 </u> UOM: <u> Ton </u>	No Bid
2 7	Anti-Skid Licking Creek (Western Section) 9659 National Pike Big Pool, MD 21711 Quantity: <u> 1 </u> UOM: <u> Ton/Delivered </u> Price: \$24.55 Total: \$24.55 Supplier Notes: Pinesburg Quarry	
2 8	Anti-Skid Scenic Route #40 (Salt Dome West of Hancock) 2801 National Pike Hancock, MD 21750 Quantity: <u> 1 </u> UOM: <u> Ton/Delivered </u> Price: \$24.55 Total: \$24.55 Supplier Notes: Pinesburg Quarry	
2 9	Anti-Skid Northern Avenue (Central Section) 601 Northern Avenue Hagerstown, MD 21742 Quantity: <u> 1 </u> UOM: <u> Ton/Delivered </u> Price: \$24.55 Total: \$24.55 Supplier Notes: Pinesburg Quarry	

30	Anti-Skid Keedysville (Southern Section) 6223 Coffman Farm Road Keedysville, MD 21756
	Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> Price: \$25.35 Total: \$25.35
	Supplier Notes: Pinesburg Quarry

31	Anti-Skid Greensburg (Eastern Section) 13230 Greensburg Road Smithsburg, MD 21783
	Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> Price: \$25.35 Total: \$25.35
	Supplier Notes: Pinesburg Quarry

32	Anti-Skid Solid Waste (Forty West Landfill) 12630 Earth Care Road Hagerstown, MD 21740
	Quantity: <u> 1 </u> UOM: <u>Ton/Delivered</u> Price: \$24.55 Total: \$24.55
	Supplier Notes: Pinesburg Quarry

Response Total: \$382.05

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

Topic:

Wastewater: Wastewater Treatment Plant Phone System Upgrade - Glessner Technologies
(Hagerstown, MD) \$10,478.30

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Phone_System_Upgrade.pdf
CONSENT_GLESSNER_PHONE_SYS_10282025.pdf
GLESSNER_WWTP_PHONE_QUOTE.pdf

Description

Signed Consent Form
CONSENT GLESSNER
QUOTE GLESSNER

[illegible]

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Capital 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: 2025.10.10 13:08:19-04'00'
Font PDF Editor Version: 13.2.1

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: 2025.10.10 13:08:36-04'00'
Font PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle [Signature] 10/17/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle [Signature] 10/17/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Neumann [Signature] 10/17/25
Signature / Date

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	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

**Glessner Technologies**

Phone: (301) 797-1280

Fax: (301) 416-7174

1216 Sherman Ave
Hagerstown, MD 21740**Quote**No.: **27887**

Date: 9/29/2025

Prepared for:
Duane Bartles
City of Hagerstown-Water & Sewer Department
1 Clean Water Circle
Hagerstown, MD 21740 United States

Prepared by: Darcy L. Kline
Account No.: 11989

Quantity	Description	Sell	Total
1	Yeastar P550 Server, requires a MUF-256AB/AM	\$1,213.80	\$1,213.80
	Install Linux Server 50 ports, (10) X7C IP Phones, Paging module to connect to paging system. Labor and materials		
	All phones will need to connect to the data network.		
1	256GB - 400MB/s USB 3.1 Flash Drive, Gunmetal Gray **FOR P550**	\$52.50	\$52.50
1	FANVIL SIP PAGING AMPLIFIER W/ 30-WATT POWER SUPPLY	\$222.70	\$222.70
10	Fanvil X7C-V2 Enterprise Color IP Phone	\$266.93	\$2,669.30
48.00	Installation & Project Management - Communication - MD & VA	\$90.00	\$4,320.00
5.00	Enterprise Plan for Yeastar P550	\$400.00	\$2,000.00

To add (17) X7C phones to the barn to this system the additional cost will be \$ 8,100.00

New Lab not included in this count

Your Price: \$10,478.30

Total: \$10,478.30

Prices are firm until 12/31/2025 Terms: 50% Down, 50% Completion

Prepared by: Darcy L. Kline, darcyk@glessner.net

Date: 9/29/2025

Accepted by: _____ **Date:** _____

Disclaimer

Customer agrees to pay Glessner Technologies the agreed amount within the terms set. Past due amounts will be subjected to 18% interest plus legal collection fees. This is an attachment to the sales agreement and is subject to all terms and conditions of the sales agreement. Customer acknowledges receipt of the complete sales agreement. Permit fees are not included and will be billed to customer at their actual cost. Customer to provide 120VAC power and/or outlets within 3 feet of Glessner control panels and equipment as needed.

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

Topic:

Wastewater: Purchase of Camera for Infrastructure Inspections - Atlantic Machinery, Inc. (Silver Spring, MD) \$31,101.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Collection_System_Camera.pdf
CONSENT_ATLANTIC_CAMERA_10282025.pdf
ATLANTIC_QUOTE_CAMERA.pdf

Description

Signed Consent Form
CONSENT ATLANTIC
MACHINERY CAMERA
QUOTE ATLANTIC
MACHINERY

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Funding is available in the FY26 Capital Budget. Sole source purchase - compatibility with exisiting equipment.

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: 2025.10.10 12:55:22-04'00'
Foxit PDF Editor Version: 13.2.1

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: 2025.10.10 12:55:37-04'00'
Foxit PDF Editor Version: 13.2.1

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Michelle [Signature] 10/17/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle [Signature] 10/17/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

[Signature] 10/17/25

Signature / Date

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

(1) Department Director and Division Manager <u>COMMENTS</u> Signature / Date	Signature / Date
(2) Purchasing Agent <u>COMMENTS</u> Signature / Date	Signature / Date
(3) Chief Financial Officer <u>COMMENTS</u> Signature / Date	Signature / Date
(4) City Administrator <u>COMMENTS</u> Signature / Date	Signature / Date

Quotation

34580

Sep 12, 2025

Page 1

Phone: 301-585-0800

Fax: 301-585-7681

QUOTE TO: Accounts Payable
 Hagerstown Waste Water Collections
 1 Clean Water Circle
 Hagerstown, MD 21740-6848

SHIP TO: Hagerstown Waste Water Collections
 Accounts Payable
 1 Clean Water Circle
 Hagerstown, MD 21740-6848

Customer ID	Good Thru	Ship Via	Payment Terms	Sales Rep
Hagerstown MD ww	10/12/25	UPS	Net 20 Days	T

Qty.	Item	Description	Unit Price	Extension
1.00		Rausch C90 Tractor HD with electric lift, reverse camera, accessories kit, 4-6" rubber wheels, 6" stone wheels, 6" aggressive wheels	33,101.00	33,101.00
1.00		Will work with customers existing Rausch HD truck and their existing KS60 camera HD.		
1.00		FOB Chambersburg, PA		

Accepted By _____

Phone _____

Printed Name _____

Fax _____

Title _____

P.O. # _____

Date _____

Subtotal: 33,101.00
 Sales Tax:
 Freight:
TOTAL \$33,101.00

PARTS RETURNED FOR CREDIT MUST BE RECEIVED WITHIN 30 DAYS OF PURCHASE AND MAY BE SUBJECT TO A 15% RESTOCKING FEE. ALL FILTERS, BELTS AND HOSES ARE NON-RETURNABLE ITEMS. ALL ORDERS OVER \$5000 PAID WITH VISA, MASTERCARD, OR AMEX ARE SUBJECT TO A 2.5% PROCESSING FEE.

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

Topic:

Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending sections of Chapter 1 General Provisions, Article III Thereof, Municipal Infractions

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Chapter_1_Article_III_Approval_of_an_Ordinance_to_Amend.pdf

Approval of an Ordinance:
Amend the Code of the City
of Hagerstown by amending
sections of Chapter 1
General Provisions, Article
III Thereof, Municipal
Infractions

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by amending sections of Chapter 1 *General Provisions*, Article III Thereof, *Municipal Infractions*.

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 1, Article III by amending sections to Chapter 1 General Provisions, Article III, Municipal Infractions, which will increase the maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 1 THEREOF, *GENERAL PROVISIONS*,
TO UPDATE, ADD OR AMEND PROVISIONS
OF ARTICLE III,
*MUNICIPAL INFRACTIONS***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to establish general provisions within the City; and

WHEREAS, effective October 1, 2025, pursuant to Article - Local Government, Section 6-102 of the Annotated Code of Maryland, a municipality is authorized to impose a fine for municipal infractions, in an amount not to exceed \$5,000 for each municipal infraction. This represents an increase from the previous maximum fine of \$1,000 for each municipal infraction; and

WHEREAS, the Mayor and Council desire to declare which violations constitute municipal infractions and set specific fines which shall be imposed for said violations; and

WHEREAS, the Mayor and Council desire to have the authority to increase maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions.

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by adding thereto a new chapter, to be Chapter 1, Article III, *Municipal Infractions*, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date of Introduction: 09/30/2025
Date of Passage: 10/28/2025
Effective Date: 11/28/2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

§ 1-18 Definitions.

As used in this article, the following terms shall have the meanings indicated:

MUNICIPAL INFRACTION

- A. Any violation of any provision of the Code of the City of Hagerstown, hereinafter referred to as "this Code," which violation has been specifically declared by the Mayor and Council of Hagerstown to be a "municipal infraction."
- B. For purposes of this Code, a "municipal infraction" is a civil offense, and a finding of guilt thereof is not a criminal conviction for any purpose, nor does it impose any of the civil disabilities ordinarily imposed by a criminal conviction.

§ 1-19 Determination of infraction; fines.

- A. The Mayor and Council may, by ordinance, declare which violations shall constitute municipal infractions and may set specific fines which may be imposed for said infractions.
- B. The fines set by the Mayor and Council for municipal infractions shall be in specific amounts not to exceed \$5,000 for each initial violation. The specific fine amount may be doubled pursuant to Local Government, Section 6-106 of the Annotated Code of Maryland to an amount not to exceed \$1,000. Unless otherwise provided, each day a violation continues shall constitute a separate and distinct violation.

§ 1-20 Issuance and contents of citation.

- A. Authorized code enforcement officials may deliver a citation to any person alleged to be committing or to have committed a municipal infraction. A copy of the citation shall be retained by the City and may bear the certification of the issuing official attesting to the truth of the matter set forth in the citation.
- B. The citation shall contain the following information:
 - (1) The name and address of the person charged.
 - (2) The nature of the municipal infraction.
 - (3) The code or ordinance provision being violated.
 - (4) The location and time that the municipal infraction occurred or was observed.
 - (5) The amount of the fine assessed for the municipal infraction.
 - (6) The manner, location and time in which the fine may be paid to the City.
 - (7) The right of the recipient of the citation to elect to stand trial for the municipal infraction.

§ 1-21 Payment of fine.

Payment of the fine imposed by a citation for a municipal infraction shall be made to the City Treasurer, City Hall, Hagerstown, Maryland, within 20 calendar days from receipt of the citation, unless there is an election to stand trial no later than 15 days from the receipt of the citation.

§ 1-22 Election to stand trial.

- A. A person receiving a citation for a municipal infraction may elect to stand trial for the offense by notifying the City of said person's intention to stand trial for the municipal infraction. The notice shall be given in writing at least five days prior to the date of payment as set forth in the citation.
- B. Upon receipt of a timely notice of intention to stand trial, the City shall forward to the District Court having venue a copy of the notice from the person who received the citation indicating the intention to stand trial. Upon receipt of the citation, the District Court shall schedule the case for trial and notify the defendant of the trial date.

§ 1-23 Failure to respond to citation.

- A. If a person receiving a citation for a municipal infraction fails to pay the fine imposed for the infraction by the date of payment set forth on the citation and fails to timely file a notice of intention to stand trial for the offense, a formal notice shall be sent to the offender's last known address demanding payment. In the event that the citation has not been satisfied, the offender shall be obligated to pay a sum equivalent to twice the amount of the original penalty amount.
- B. If, after 35 days from its issuance, the citation has not been satisfied, the City may request adjudication of the case through the District Court. The District Court shall thereupon promptly schedule the case for trial and summon the defendant (the offender) to appear. The defendant's failure to respond to the summons shall be contempt of court.

§ 1-24 Court proceedings.

- A. Court proceedings for a municipal infraction shall be governed by the provisions of Local Government, Title 6, of the Annotated Code of Maryland, as amended, relating to municipal infractions, said provisions being hereby incorporated by reference as if fully set forth herein.
- B. Any person found by the District Court to have committed a municipal infraction shall be required to pay the fine imposed by the citation, including any additional fine imposed by § 1-23 hereof. Such person shall also be liable for the cost of the court proceedings.

- C. Whenever any defendant has been found guilty of a municipal infraction and willfully fails to pay the fine imposed by the court, that willful failure may be treated as a criminal contempt of court.
- D. All fines, penalties or forfeitures collected by the District Court for municipal infractions shall be remitted to the City.

§ 1-25 Conflicts with statutory provisions.

In any case where a provision of this article conflicts with a mandatory provision of Local Government, Title 6, of the Annotated Code of Maryland, as amended, the provisions of Local Government shall prevail and shall be incorporated herein as if expressly set forth.

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

Topic:

Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 64 Building Construction, Article III Thereof, Property Maintenance Standards

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Chapter_64_Article_III_Approval_of_an_Ordinance_to_Amend.pdf

Chapter 64 Article III
Approval of an Ordinance to
Amend

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by amending a section of Chapter 64 *Building Construction*, Article III Thereof, *Property Maintenance Standards*.

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III by amending a section to Chapter 64 Building Construction, Article III, Property Maintenance Standards, which will increase the preset maximum penalties for municipal infraction citations ranging from \$500 to \$5,000.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 64 THEREOF, *BUILDING CONSTRUCTION*,
TO UPDATE, ADD OR AMEND PROVISIONS
OF ARTICLE III,
*PROPERTY MAINTENANCE STANDARDS***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate property maintenance standards within the City; and

WHEREAS, effective October 1, 2025, pursuant to Article - Local Government, Section 6-102 of the Annotated Code of Maryland, a municipality is authorized to impose a fine for municipal infractions, in an amount not to exceed \$5,000 for each municipal infraction. This represents an increase from the previous maximum fine of \$1,000 for each municipal infraction; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the citizens and visitors of Hagerstown; and

WHEREAS, the Mayor and Council desire to increase maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions and to increase the maximum penalties for other municipal infractions as reflected below.

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

SECTION 1: Chapter 64 of the Code of the City of Hagerstown, Section 64-8. 106.4, Penalty be and is hereby amended to read as follows:

106.4 Penalty. Unless specifically punishable as a misdemeanor, any violation of this code shall be considered a municipal infraction and subject to the regulations as set forth in Chapter 1, General Provisions, Article III, Municipal Infractions, of the City Code. The maximum fines in dollars imposed shall be as follows:

Municipal Infraction Fines

Code Section	Title	Fines
--------------	-------	-------

102.2.1	Utilities	5,000.00
108.1	General	5,000.00
108.1.1	Unsafe Structure	5,000.00
108.1.2	Unsafe Equipment	5,000.00
108.1.3	Structure Unfit for Human Occupancy	5,000.00
108.1.4	Unlawful Structure	5,000.00
108.1.5	Unsafe Component	5,000.00
108.2	Closing of Vacant Structure	5,000.00
108.2.1	Securing with Lumber	1,000.00
108.4.1	Placard Removal	5,000.00
108.5	Prohibited Occupancy	5,000.00
109.2	Temporary Safeguards	1,000.00

Chapter 3 General Requirements

Section 301 General

301.2	Responsibility	5,000.00
301.3	Vacant Structures and land	5,000.00
301.4	Accessibility Compliance	5,000.00

Section 302

Exterior Property Areas

302.1	Sanitation	1,000.00
302.2	Grading and drainage	1,000.00
302.3	Sidewalks and driveways	1,000.00
302.3.1	Nuisance Ice and Snow	1,000.00
302.4	Weeds	1,000.00
302.4.1	Weeds – Specified areas	1,000.00
302.4.2	Trees and shrubbery	1,000.00
302.4.3	Trees and shrubbery Height Requirements	1,000.00
302.5	Harborage	1,000.00
302.6	Exhaust vents	1,000.00
302.7	Accessory Structures	1,000.00
302.8	Motor Vehicles	1,000.00
302.9	Defacement of property	1,000.00
302.10	Hazardous Fences	1,000.00
302.11	Signs	1,000.00

Section 303

Swimming Pools, Spas, and Hot Tubs

303.1	Swimming Pools	1,000.00
303.1.1	Requirements	2,500.00
303.2	Enclosures	5,000.00
303.3	Unused Pools	5,000.00
303.3.1	Nuisance Unused Pools	5,000.00

303.4	Abandoned Pools	5,000.00
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Section 304
Exterior Structure

304.1	General	2,500.00
304.2	Protective Treatment	2,500.00
304.3	Premises Identification	500.00
304.3.1	Premises Identification in Rear	500.00
304.4	Structural Members	2,500.00
304.5	Foundation Walls	2,500.00
304.6	Exterior Walls	1,000.00
304.7	Roofs and Drainage	1,000.00
304.8	Decorative Features	1,000.00
304.9	Overhang Extensions	1,000.00
304.10	Stairways, decks, porches and balconies	2,500.00
304.11	Chimneys and towers	1,000.00
304.12	Handrails and guards	1,000.00
304.13	Window, Skylight, and Door Frames	1,000.00
304.13.1	Glazing	1,000.00
304.13.2	Openable Windows	1,000.00
304.14	Insect Screens	1,000.00
304.15	Doors	1,000.00
304.16	Basement Hatchways	1,000.00
304.18	Building Security	1,000.00
304.18.2	Building Security - Windows	1,000.00
304.18.3	Building Security – Window Locking Devices	2,500.00
304.18.4	Building Security – Basement Hatchways	1,000.00

Section 305
Interior Structure

305.1	General	2,500.00
305.2	Structural Members	2,500.00
305.3	Interior Surfaces	1,000.00
305.4	Stairs and Walking Surfaces	1,000.00
305.5	Handrails and guards	1,000.00
305.6	Interior Doors	1,000.00

Section 306
Handrails and Guardrails

306.1	Handrails	1,000.00
306.2	Handrail Grip-size	1,000.00
306.3	Handrail Clearance	1,000.00

306.4	Guardrails	1,000.00
306.5	Guardrail Opening Limitations	1,000.00

Section 307 Rubbish and Garbage

307.1	Accumulation of Rubbish and Garbage	1,000.00
307.2	Disposal of Rubbish	1,000.00
307.2.1	Refrigerators and Microwaves	1,000.00
307.3	Disposal of Garbage	1,000.00
307.3.1	Containers	1,000.00
307.3.2	Container Placement	1,000.00

Section 308 Extermination

308.1	Infestation	1,000.00
308.2	Owner	1,000.00
308.3	Single Occupant	1,000.00
308.4	Multiple Occupancy	1,000.00
308.5	Shared Area	1,000.00
308.6	Occupant	1,000.00
308.7	Documentation	1,000.00

Chapter 4 Light, Ventilation, and Occupancy

Section 401 General

401.2	Responsibility	5,000.00
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Section 402 Light

402.1	Habitable Spaces	1,000.00
402.2	Common Halls and Stairways	1,000.00
402.3	Other Spaces	1,000.00

Section 403 Ventilation

403.1	Habitable Spaces	1,000.00
403.2	Bathrooms and Toilet Rooms	1,000.00
403.3	Kitchens	1,000.00
403.4	Cooking Facilities	2,500.00

403.5	Process Ventilation	2,500.00
403.6	Clothes Dryer Exhaust	1,000.00
403.6.1	Transition Ducts	1,000.00
403.6.2	Maximum Length Calculation	1,000.00

Section 404 Occupancy Limitations

404.1	Privacy	1,000.00
404.2	Minimum Room Widths	1,000.00
404.3	Minimum Ceiling Heights	1,000.00
404.4.1	Area for Sleeping Purposes	1,000.00
404.4.2	Access from Bedrooms	1,000.00
404.4.3	Water Closet Accessibility	1,000.00
404.4.4	Prohibited Occupancy	1,000.00
404.4.5	Other Requirements	1,000.00
404.5	Overcrowding	1,000.00
404.6	Efficiency Unit	1,000.00
404.7	Food Preparation	1,000.00
404.7.1	Countertop minimum size	1,000.00
404.7.2	Countertop minimum dimensions	1,000.00
404.7.3	Countertop height	1,000.00
404.8	Kitchen Floor Surfaces	1,000.00

Chapter 5 Plumbing Facilities and Fixture Requirements

Section 501 General

501.2	Responsibility	5,000.00
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Section 502 Required Facilities

502.1	Dwelling Units	2,500.00
502.2	Rooming Houses	2,500.00
502.3	Hotels	2,500.00
502.4	Employee's Facilities	2,500.00
502.4.1	Drinking Facilities	1,000.00

Section 503 Toilet Rooms

503.1	Privacy	1,000.00
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503.2	Location	2,500.00
503.3	Location of Employee Toilet Facilities	2,500.00
503.4	Toilet room and bathroom Floor Surface	1,000.00

Section 504
Plumbing Systems and Fixtures

504.1	General	1,000.00
504.2	Fixture Clearances	1,000.00
504.3	Plumbing System Hazards	2,500.00

Section 505
Water System

505.1	General	2,500.00
505.2	Contamination	2,500.00
505.3	Supply	2,500.00
505.4	Water Heating Facilities	2,500.00
505.4.1	Relief valve approval	2,500.00
505.4.2	Requirements for discharge piping	2,500.00

Section 506
Sanitary Drainage System

506.1	General	2,500.00
506.2	Maintenance	2,500.00

Section 507
Storm Drainage

507.1	General	1,000.00
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Chapter 6
Mechanical and Electrical Requirements

Section 601
General

601.2	Responsibility	5,000.00
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Section 602
Heating Facilities

602.1	Heating Facilities required	2,500.00
602.2	Residential Occupancies	2,500.00
602.3	Heat Supply	2,500.00

602.4	Occupied Work Spaces	2,500.00
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**Section 603
Mechanical Equipment**

603.1	Mechanical Equipment	2,500.00
603.1.1	Mechanical Services	1,000.00
603.2	Removal of Combustion Products	2,500.00
603.3	Clearances	2,500.00
603.4	Safety Controls	2,500.00
603.5	Combustion Air	2,500.00
603.5.1	Prohibited locations	2,500.00
603.6	Energy Conservation Devices	2,500.00

**Section 604
Electrical Facilities**

604.2	Service	2,500.00
604.3	Electrical System Hazards	2,500.00
604.3.1	Receptacles over heaters	2,500.00
604.3.2	Non-grounding receptacles	2,500.00
604.3.3	Electrical Device Hazards	500.00
604.4	Access to occupants	2,500.00

**Section 605
Electrical Equipment**

605.1	Installation	2,500.00
605.2	Receptacles	1,000.00
605.2.1	Ground Fault Circuit Interrupter Receptacles	2,500.00
605.3	Equipment Connected by Cord and Plug	1,000.00
605.4	Lighting Fixtures required	1,000.00
605.4.1	Lighting Fixtures maintenance	1,000.00
605.4.2	Lighting Fixtures in Closets	1,000.00
605.4.3	Lighting Fixtures in Wet and Damp Locations	2,500.00
605.4.4	Lighting Fixtures in Bathtub and Shower Areas	2,500.00
605.5	Switch Access	2,500.00
605.5.1	Switches Wet Locations	2,500.00

**Section 606
Elevators, Escalators, and Dumbwaiters**

606.1	General	2,500.00
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606.2	Elevators	2,500.00
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**Section 607
Duct Systems**

607.1	General	1,000.00
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**Chapter 7
Fire Safety Requirements**

**Section 701
General**

701.2	Responsibility	5,000.00
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**Section 702
Means of Egress**

702.1	General	2,500.00
702.1.1	Maintenance	2,500.00
702.2	Exit Capacity	2,500.00
702.3	Number of Exits	2,500.00
702.3.1	Rooftop Egress Routes – Designated Walking Surface	2,500.00
702.3.2	Rooftop Egress Routes - Guardrails	2,500.00
702.4	Arrangement	2,500.00
702.5	Corridor Enclosure	2,500.00
702.6	Dead End Travel Distance	2,500.00
702.7	Commercial Aisles	2,500.00
702.8	Stairways, Handrails and Guards	2,500.00
702.9	Stairway Identification	2,500.00
702.10	Locked Doors	2,500.00
702.11	Unit identification	5,000.00
702.12	Emergency Instructions	5,000.00

**Section 703
Illumination Means of Egress**

703.1	Illumination emergency power	2,500.00
703.2	Illumination level	2,500.00

**Section 704
Emergency Escape**

704.1	Emergency Escape	2,500.00
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704.2	Emergency Escape Minimum Size	2,500.00
704.3	Emergency Escape Minimum Dimensions	2,500.00
704.4	Emergency Escape Maximum Height from Floor	2,500.00
704.5	Window Wells	2,500.00
704.5.1	Window Wells Minimum Size	2,500.00
704.5.2	Ladders or Steps	2,500.00

Section 705 Accumulations and Storage

705.1	Accumulations	2,500.00
705.2	Hazardous Material	2,500.00
705.3	Miscellaneous Combustible Materials Storage	2,500.00
705.3.1	Ceiling Clearance	2,500.00
705.3.2	Means of Egress	2,500.00
705.3.3	Equipment Rooms	2,500.00
705.4	Clearances from Ignition Sources	2,500.00

Section 706 Fire Resistance Ratings

706.1	General	2,500.00
706.2	Maintenance	2,500.00
706.2.1	Fire Door Operation	2,500.00

Section 707 Fire Protection Systems

701.1	General	2,500.00
707.2	Fire Suppression Systems	2,500.00
707.3	Standpipe Systems	2,500.00
707.4	Fire Extinguishers	2,500.00
707.5	Fire Alarm Systems	2,500.00
707.6	Backflow Prevention	2,500.00
707.6.1	Backflow Prevention Testing	2,500.00

Section 708 Exit Signs

708.1	Exit Signs	2,500.00
708.2	Exit Sign Locations	2,500.00
708.3	Exit Sign Illumination	2,500.00

Section 709

Vacant Premises

709.1	Fire Protection	2,500.00
709.2	Fire Separation	2,500.00
709.3	Removal of Combustible and Hazardous Materials	2,500.00

Chapter 8 Smoke & Carbon Monoxide Alarms

Section 801

General

801.2	Responsibility	5,000.00
801.3	Carbon Monoxide Responsibility	5,000.00

Section 802

Maintenance and Testing

802.2	Maintenance	2,500.00
802.2.1	Replacement	2,500.00
802.3	Installation	2,500.00
802.4	Testing	2,500.00
802.5	Alterations Repairs and Additions	2,500.00
802.6	Tampering	2,500.00
802.7	UL Listed	2,500.00

Section 803

Location Requirements

803.1	Location Level	2,500.00
803.2	Location Split Level	2,500.00
803.3	Location Bedrooms	2,500.00

Section 804

Interconnection

804.1	Interconnection	2,500.00
804.2	Carbon Monoxide Interconnection	2,500.00
804.3	Maintenance	2,500.00

Section 805

Power Source one and Two Family Dwellings

805.1	Power Source	2,500.00
805.1.1	Before 1975	2,500.00
805.1.2	Between 1975 and 1990	2,500.00
805.1.3	After 1990	2,500.00

Section 806

Power Source Three Unit Dwellings, Guestrooms, Boarding Houses, Suites, Dormitories, and other Similar Structures

806.1	Power Source	2,500.00
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Section 807

Power Source Four or more Unit Dwellings, Guestrooms, Boarding Houses, Suites, Dormitories, and other Similar Structures

807.1	Power Source	2,500.00
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Section 808

Carbon Monoxide Power Source

808.1	Power Source	2,500.00
808.1.1	Battery	2,500.00
808.1.2	AC Power	2,500.00
808.1.3	Control Unit	2,500.00
808.1.4	Other System	2,500.00

Section 809

Deaf or Hearing Impaired Smoke Alarms

809.1	Deaf or Hearing Impaired Smoke Alarms	2,500.00
809.2	Deaf or Hearing Impaired Carbon Monoxide Alarms	2,500.00
809.3	Deaf or Hearing Impaired Transient Housing	2,500.00
809.3.1	Posting	2,500.00

SECTION 2: Effective date. This Ordinance shall become effective immediately upon the effective sate of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date of Introduction: 09/30/2025
Date of Passage: 10/28/2025
Effective Date: 11/28/2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

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

Topic:

Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 185 Nuisance Abatement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Chapter_185_Approval_of_an_Ordinance_to_Amend.pdf

Description

Approval of an Ordinance:
Amend the Code of the City
of Hagerstown by amending
a section of Chapter 185
Nuisance Abatement

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by amending a section of Chapter 185 *Nuisance Abatement*.

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 185 Nuisance Abatement, which will increase the maximum penalties for municipal infraction citations to \$5,000.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 185 THEREOF, ENTITLED
*NUISANCE ABATEMENT***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate nuisance conditions within the City; and

WHEREAS, effective October 1, 2025, pursuant to Article - Local Government, Section 6-102 of the Annotated Code of Maryland, a municipality is authorized to impose a fine for municipal infractions, in an amount not to exceed \$5,000 for each municipal infraction. This represents an increase from the previous maximum fine of \$1,000 for each municipal infraction; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the citizens and visitors of Hagerstown; and

WHEREAS, the Mayor and Council desire to increase maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions and to increase the maximum penalties for other municipal infractions as reflected below.

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

SECTION 1: Chapter 185 of the Code of the City of Hagerstown, §185-7, is hereby amended to read as follows:

§ 185-7 Violations and penalties. In addition to the penalties described herein, if any person allows a nuisance as defined in this chapter to exist, or shall fail to abate any said nuisance after proper notice, such person shall, upon conviction thereof, be guilty of a municipal infraction and shall be fined in an amount not to exceed \$5,000 for each offense. A separate offense shall be deemed committed on each day during or on which said nuisance is permitted to exist.

SECTION 2: Effective date. This Ordinance shall become effective immediately upon the effective sate of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date of Introduction: 09/30/2025
Date of Passage: 10/28/2025
Effective Date: 11/28/2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

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

Topic:

Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 232 Vacant Nonresidential Structures

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Chapter_232_Approval_of_an_Ordinance_to_Amend.pdf

Description

Approval of an Ordinance:
Amend the Code of the City
of Hagerstown by amending
a section of Chapter 232
Vacant Nonresidential
Structures

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by amending a section of Chapter 232 *Vacant Nonresidential Structures*.

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 232 Vacant Nonresidential Structures, which will increase the maximum penalties for municipal infraction citations to \$5,000.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 232 THEREOF, ENTITLED
*VACANT NONRESIDENTIAL STRUCTURES***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate vacant nonresidential structures within the City; and

WHEREAS, effective October 1, 2025, pursuant to Article - Local Government, Section 6-102 of the Annotated Code of Maryland, a municipality is authorized to impose a fine for municipal infractions, in an amount not to exceed \$5,000 for each municipal infraction. This represents an increase from the previous maximum fine of \$1,000 for each municipal infraction; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the citizens and visitors of Hagerstown; and

WHEREAS, the Mayor and Council desire to increase maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions and to increase the maximum penalties for other municipal infractions as reflected below.

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

SECTION 1: Chapter 232 of the Code of the City of Hagerstown, §232-10, is hereby amended to read as follows:

§ 232-10 Violations and penalties. In addition to the sanctions outlined in § 232-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to \$5,000. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

SECTION 2: Effective date. This Ordinance shall become effective immediately upon the effective sate of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date of Introduction: 09/30/2025
Date of Passage: 10/28/2025
Effective Date: 11/28/2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

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

Topic:

Approval of an Ordinance: Amend the Code of the City of Hagerstown by amending a section of Chapter 233 Vacant Residential Structures

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Chapter_233_Approval_of_an_Ordinance_to_Amend.pdf

Description

Approval of an Ordinance:
Amend the Code of the City
of Hagerstown by amending
a section of Chapter 233
Vacant Residential
Structures

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Amend the Code of the City of Hagerstown by amending a section of Chapter 233 *Vacant Residential Structures*.

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance to amend the Code of the City of Hagerstown, Chapter 233 Vacant Residential Structures, which will increase the maximum penalties for municipal infraction citations to \$5,000.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,
CHAPTER 233 THEREOF, ENTITLED
*VACANT RESIDENTIAL STRUCTURES***

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown has the authority to regulate vacant residential structures within the City; and

WHEREAS, effective October 1, 2025, pursuant to Article - Local Government, Section 6-102 of the Annotated Code of Maryland, a municipality is authorized to impose a fine for municipal infractions, in an amount not to exceed \$5,000 for each municipal infraction. This represents an increase from the previous maximum fine of \$1,000 for each municipal infraction; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, the Mayor and Council desire to protect and promote the public health, safety, and welfare of the citizens and visitors of Hagerstown; and

WHEREAS, the Mayor and Council desire to increase maximum penalties for municipal infraction citations to \$5,000 for certain municipal infractions and to increase the maximum penalties for other municipal infractions as reflected below.

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

SECTION 1: Chapter 233 of the Code of the City of Hagerstown, §233-10, is hereby amended to read as follows:

§ 233-10 Violations and penalties. In addition to the sanctions outlined in § 233-8 hereof, any owner violating the provisions of this chapter shall be guilty of a municipal infraction and subject to a fine of up to \$5,000. Each day a structure is not in compliance with this chapter shall be deemed a separate and distinct violation.

SECTION 2: Effective date. This Ordinance shall become effective immediately upon the effective date of this enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

William B. McIntire
Mayor

Date of Introduction: 09/30/2025
Date of Passage: 10/28/2025
Effective Date: 11/28/2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

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

Topic:

Approval of an Ordinance: Add Chapter 234, Vending Machines

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_and_Ordinance_-_Add_Chapter_234_Vending_Machines_to_the_City_Code.pdf

Description

Approval of Ordinance: Add Chapter 234, Vending Machines

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of an Ordinance:** Add Chapter 234, Vending Machines, to the City Code

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

MOTION: I hereby move that the Mayor and City Council approve an ordinance to add Chapter 234, Vending Machines, to the Code of the City of Hagerstown. This added chapter will regulate the number, placement, use and maintenance of vending machines on public sidewalks.

DATE OF INTRODUCTION:	09/30/2025
DATE OF PASSAGE:	10/28/2025
EFFECTIVE DATE:	11/28/2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN TO ADOPT A NEW
CHAPTER 234 WHICH REGULATES VENDING MACHINES
IN THE CITY OF HAGERSTOWN**

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates property conditions within the City; and

WHEREAS, the Mayor and Council have a responsibility to maintain a safe, clean environment within the City; and

WHEREAS, it has come to the attention of the Mayor and Council that vending machines are being used throughout the City of Hagerstown on public sidewalks; and

WHEREAS, the Mayor and Council find that the unregulated use and maintenance of vending machines has caused nuisance conditions and has a negative impact on the neighborhoods within the City and the overall quality of life in the City of Hagerstown; and

WHEREAS, upon the investigation and recommendation of City staff, the Mayor and Council find it in the best interests of the citizens to regulate the number, placement, use and maintenance of vending machines on public sidewalks within the City of Hagerstown as hereafter described;

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by adding thereto a new chapter, to be Chapter 234, *Vending Machines*, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: September 30, 2025

Date of Passage: October 28, 2025

Effective Date: November 28, 2025

PREPARED BY
SALVATORE & MORTON, LLC
CITY ATTORNEY

Chapter 234 – Vending Machines

§234-1. Purpose.

The purpose of this chapter is to regulate the placement of vending machines on sidewalks located within the City of Hagerstown. This is to assure compliance with all laws, ordinances and regulations applicable to vending machines, and to encourage responsible management and use of vending machines. This chapter is also to protect, preserve, and promote the health, safety and welfare of the citizens of Hagerstown by education and implementation and enforcement of reasonable registration provisions.

§234-2. Definitions

As used in this chapter, the following terms shall have meanings indicated:

DEPARTMENT

The Department of Housing and Community Development of the City of Hagerstown

SIDEWALK

Shall have the definition as set forth in Chapter 216, Streets and Sidewalks.

VENDING MACHINE

Any mechanical, electronic, or similar self-service device that offers goods for sale or free.

§234-3. Registration required.

All vending machines placed on a sidewalk shall be subject to registration with the Department.

- A. Registration of each vending machine placed on a sidewalk shall be submitted on the form adopted by the Department, shall be updated annually by the registrant, and shall be accompanied by:
- 1) A drawing depicting the size (height, width, and length) and the location of the vending machine (width of the sidewalk, distance between vending machine and curb edge, utility poles, and other similar impediments to pedestrian traffic);
 - 2) Written proof of permission to install and maintain a vending machine on the sidewalk from the owner of the property;
 - 3) Copy of current Maryland Vending Machine License, issued by Circuit Court for Washington County, Maryland;
 - 4) Copy of current Washington County, Maryland Health Department License, if applicable; and

- 5) Up-to-date name and contact information for each person or entity responsible for the maintenance of the vending machine.
- B. All vending machines in existence in the City upon the effective date hereof shall, within 90 days of the effective date of this chapter, be registered with the Department and in compliance with the requirements of this chapter.
- C. There shall be no registration fee.

§234-4. Requirements

All vending machines shall comply with the following requirements:

- A. Permitted zones. Vending machines are permitted only in industrial and commercial zoning districts. Placement of vending machines on a public sidewalk at an active, non-conforming business, and meeting the requirements of this chapter, in a residential zoning district is permitted until non-conformity has expired.
- B. Location and design. Vending machines shall be subject to the following provisions:
 - 1) Vending machines shall not obstruct pedestrian traffic;
 - 2) The total allowable number of vending machines per property shall be defined by the length of the sidewalk for the property on which the vending machine is located, with the following limitations:
 - a) Sidewalk linear street frontage equal to or less than 50 linear feet: a maximum of one vending machine is permitted;
 - b) Sidewalk linear street frontage greater than 50 linear feet and up to 100 linear feet: a maximum of two vending machines are permitted;
 - c) Sidewalk linear street frontage greater than 100 linear feet: a maximum of three vending machines are permitted.
- C. Size restrictions. The maximum size for any vending machine shall not exceed sixty (60) inches in width by thirty-six (36) inches in depth by eighty (80) inches in height.
- D. Vending machine(s) shall be constructed of noncombustible material and shall be equipped with an anti-tip bracket, anti-tip legs, or anchored.
- E. Electrical requirements to power the vending machine(s) shall comply with the currently adopted Electrical Code of the City of Hagerstown.
- F. Maintenance. Each vending machine and the property upon which it is located shall be maintained in a safe and well-maintained condition and shall be subject to the requirements of the Land Management Code, the Property Maintenance Code, and the Nuisance Abatement Chapter of the City Code.

§234-5. Violations and Penalties

Any person or entity who owns, controls, and/or maintains a vending machine or the property upon which it is located and who violates any of the provisions of this chapter and fails to abate

such violation after notice has been provided to the person or entity responsible for maintenance of the vending machine shall, upon conviction thereof, be guilty of a municipal infraction and subject to a fine of up to \$5,000 for each offense. A separate offense shall be deemed committed for each day on which the violation exists.

§234-6. Severability.

Should any section, subsection, sentence, clause, or phase of this chapter be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the chapter its entirety or any part thereof other than that portion declared to be invalid.

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

Topic:

Approval of an Ordinance: Authorizing the Purchase of an Easement over a Portion of that Certain Parcel of Real Estate Located at 703-705 Mt. Aetna Road, Hagerstown, Maryland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Approval_of_an_Ordinance_Authorizing_the_Purchase_of_an_Easement_703-705_Mt._Aetna_Road.pdf

APPROVAL OF
AN
ORDINANCE:
AUTHORIZING
THE
PURCHASE OF
AN EASEMENT
OVER A
PORTION OF
THAT CERTAIN
PARCEL OF
REAL ESTATE
LOCATED AT
703-705 MT.
AETNA ROAD,
HAGERSTOWN,
MARYLAND

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2025

TOPIC: **APPROVAL OF AN ORDINANCE: AUTHORIZING THE PURCHASE OF AN EASEMENT
OVER A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED AT 703-
705 MT. AETNA ROAD, HAGERSTOWN, MARYLAND**

Charter Amendment

Code Amendment

✓ Ordinance

Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve an ordinance authorizing the purchase of an easement over a portion of that certain parcel of real property located at 703 – 705 Mt. Aetna Road, Hagerstown, Maryland. The purchase price of TWENTY THOUSAND DOLLARS AND NO CENTS (\$20,000.00) is to be paid from the Fund Balance Reserve.

DATE OF INTRODUCTION:	OCTOBER 21, 2025
DATE OF PASSAGE:	OCTOBER 28, 2025
EFFECTIVE DATE:	NOVEMBER 28, 2025

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO APPROVE THE PURCHASE OF AN EASEMENT OVER
A PORTION OF THAT CERTAIN PARCEL OF REAL PROPERTY
LOCATED AT 703-705 MT. AETNA ROAD, HAGERSTOWN, MARYLAND (TM 311,
PARCEL 973; TAX ACCT. NO. 17-025759, liber 7170, folio 202) :
AND AUTHORIZING EXECUTION AND DELIVERY OF A
PROPERTY ACQUISITION AGREEMENT BY AND BETWEEN THE CITY AND
THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE
18th DAY OF MAY, 2022**

RECITALS

WHEREAS, **THE SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as “Seller”) is the owner of that certain parcel of unimproved real property located at 703-705 Mt. Aetna Road, Hagerstown, Maryland (TM 311, PARCEL 973; TAX ACCT. NO. 17-025759, liber 7170, folio 202) (hereinafter, the “Property”).

WHEREAS, the **CITY OF HAGERSTOWN, MARYLAND**, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains recreational facilities for its Citizens;

WHEREAS, the City is the owner of that certain parcel of unimproved recreational real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the “**City Property**”), which is adjacent to the Property;

WHEREAS, the City desires to construct, for the benefit of the public in general, a public walkway from the City Property over a portion of the Property to the Antietam Creek (the “Public Walkway”). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled “Public Walkway Easement for the City of Hagerstown Concept 05-07-2025,” attached hereto as Exhibit A on the attached Property Acquisition Agreement;

WHEREAS, to facilitate the public’s access to the Antietam Creek, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the “Easement”), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

WHEREAS, the City’s acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

WHEREAS, in exchange for the Seller's conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the "Payment"). The City's payment to the Seller shall occur at Closing;

WHEREAS, the City has applied for Program Open Space Funds through the State of Maryland to fund the Payment and other costs related to the acquisition of the easement over the Property. Even should the POS funds not be awarded, the City shall still move forward with the purchase of the Easement over the Property;

WHEREAS, attached hereto and incorporated herein is a Property Acquisition Agreement, including Exhibits A and B, for the purchase of an easement over, across, under and through portions of the Pivovar Property; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Property Acquisition Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the City's acquisition of the Easement pursuant to the terms of the attached Property Acquisition Agreement is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the Property Acquisition Agreement with the Sergey Pivovar Revocable Living Trust Date the 18th Day of May, 2022 a copy of which (including Exhibits A and B) is attached hereto and incorporated hereby 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 ordinance and satisfy the terms of the aforesaid Property Acquisition Agreement.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

William B. McIntire, Mayor

Date of Introduction: October 21, 2025
Date of Passage: October 28, 2025
Effective Date: November 28, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

PROPERTY ACQUISITION AGREEMENT

THIS PROPERTY ACQUISITION AGREEMENT (this "**Agreement**") is entered into this _____ day of _____ 2025 (the "**Effective Date**"), by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18th DAY OF MAY, 2022**, a Maryland Trust (hereinafter sometimes referred to as "Seller"); and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Buyer" or "City").

RECITALS

A. Seller is the owner of that certain parcel of unimproved real property consisting of 2.9633 acres and located at 703-705 Mt. Aetna Road, Hagerstown, Washington County, Maryland 21740 (TM 311, Parcel 973; Tax Acct. No. 17-025759, Liber 7170, folio 202) (the "**Property**");

B. The City is the owner of that certain parcel of unimproved real property consisting of 0.5 acres and located on Mt. Aetna Road, Hagerstown, Washington County, Maryland (TM 311, Parcel 956; Tax Acct. No. 17-022334, Liber 220, folio 462) (the "**City Property**");

C. The City desires to construct, for the benefit of the public in general, a walkway from the City Property over a portion of the Property to the Antietam Creek (the "Public Walkway"). The portion of the Property which the City desires to occupy exclusively to construct the Public Walkway is depicted on drawing entitled "Public Walkway Easement for the City of Hagerstown Concept 05-07-2025," attached hereto as Exhibit A;

D. To facilitate the public's access to the **Antietam Creek**, the City desires to acquire a perpetual easement over, across, and through portions of the Property (the "**Easement**"), for the purpose of constructing and maintaining the Public Walkway. The particular portion of the Property to be conveyed as an easement area to the City is shown and described on Exhibit A as *Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovar to Serve the City of Hagerstown*;

E. The City's acquisition of the Easement shall not relieve the Seller of its obligation to maintain, repair and/or replace the weir which is located on the Property. The City shall have no obligation with respect to the weir, and the Seller shall indemnify and hold harmless the City with respect to any liability stemming from the weir. This provision shall survive closing; and

F. In exchange for the Seller's conveyance of the Easement, the City shall pay the Seller the sum of TWENTY THOUSAND DOLLARS and 00/100 CENTS (\$20,000.00) (the "**Payment**"). The City acknowledges that it is responsible for any and all applicable permit

fees required in connection with the construction of the Public Walkway. The City's payment to the Seller shall occur at Closing.

NOW, THEREFORE, in consideration of the foregoing recitals, which are made a part hereof, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals and Defined Terms.** The parties agree that the foregoing Recitals are true, complete, and hereby incorporated by reference.
2. **Consideration.** The City agrees to acquire and Seller agrees to convey the Easement over, across, under and through the Property for the Payment,
3. **Closing.** Closing on the transfer of the Easement from Seller to the City (the "**Closing**") shall occur within FIFTEEN (15) days immediately following satisfaction of the Closing Conditions (defined below). No later than FIVE (5) days prior to Closing, the City shall provide to Seller a Deed of Easement and Maintenance Agreement as to the Public Walkway, the form of which is attached hereto as **Exhibit B**. At Closing, Seller shall deliver *inter alia* the final Deed of Easement. Each party shall be responsible for its own attorney's fees. It is the parties mutual understanding that, as an instrument of writing transferring property to a political subdivision of the State of Maryland, the Deed of Easement shall be exempt from recordation tax (MD Code, Tax-Property, §12-108(a)(1)); transfer tax (MD Code, Tax-Property, §13-207(a)(1)); and agricultural transfer tax (MD Code, Tax-Property, §13-305(h)).
4. **Title.** Buyer shall have the right to inspect the status of title to the Property. Promptly after execution hereof, Buyer may obtain at Buyer's expense a title report or title commitment ("**Commitment**") and, at Buyer's election, a UCC lien search for the Property. Buyer may also obtain, at Buyer's sole cost and expense, a current ALTA/ASCM survey of the Property. In the event the Commitment discloses or Buyer becomes aware of any lien on the Property created by Seller that can be discharged or satisfied by the payment of money ("**Monetary Title Matters**"), Seller shall discharge or satisfy such Monetary Title Matters on or prior to the Closing Date. If Seller fails to discharge or satisfy any such Monetary Title Matters as aforesaid, Buyer, at its sole option, and in addition to any other rights and remedies it may have under this Agreement, at law and/or in equity, shall have the right to discharge and satisfy the same. Title to the Property shall be subject only to the following matters: (i) the lien of real estate taxes and sewer and water rents not yet due and payable; and (ii) such matters appearing on the Commitment to which Buyer shall fail to object (collectively, the "**Permitted**

Exceptions"). Title to the Property shall be insurable, together with such title insurance endorsements as Buyer may reasonably request, at regular rates (including applicable rates for such endorsements) from a title insurance company licensed in the State of Maryland and selected by Buyer. In the event Buyer's review of title to the Property reveals any matters that are unacceptable to Buyer in its sole and absolute discretion (other than Monetary Title Matters which Seller is required to remedy as aforesaid), Buyer shall notify Seller thereof within thirty (30) days after the Effective Date (the "**Objection Notice**"). Within ten (10) days after receipt of the Objection Notice, Seller shall notify Buyer in writing, whether Seller shall undertake to cure such unacceptable exception(s). In the event Seller elects not to cure any unacceptable exception or is unable with the exercise of due diligence to satisfy said objection before the Closing Date, Buyer may, at its option, either (a) accept title subject to the objections raised by Buyer, without an adjustment of the Purchase Price, in which event each of said objections shall be deemed waived for all purposes and considered a Permitted Exception, or (b) terminate this Agreement. If Buyer shall terminate this Agreement, then (i) this Agreement shall be deemed to have terminated as of the date of Buyer's notice without need for any further action by either party, and (ii) neither Buyer nor Seller shall have any further obligations to one another hereunder, except for those which expressly survive termination of this Agreement.

5. **Representations and Warranties of Seller.** Seller hereby makes the following representations to Buyer, all of which are made as of the Effective Date and shall be true and correct in all material respects on and as of the Closing Date.

5.1 **Enforceability: Authorization.** This Agreement and the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto are, or will be when executed and delivered by Seller, the legal, valid and binding obligations of Seller and enforceable against Seller in accordance with its terms. Seller has obtained all consents necessary for, and possesses full authority and legal right to authorize Seller's entry into and performance of this Agreement, the documents, affidavits, certificates and other instruments to be executed and delivered by Seller pursuant hereto and/or the transactions contemplated hereby or thereby. Other than this Agreement, there are no other oral or written agreements relating to the use, occupancy or possession of the Property that would prohibit, interfere or in any way restrict Buyer's use thereof.

5.2 **Ownership of the Property.** Seller is the fee simple record and beneficial owner of the Property. No person or entity has an option, right of first refusal or other similar right to acquire all or any portion of the Property. Seller has performed all obligations under and is not in default in complying with the terms and provisions of any covenants, conditions, restrictions, rights-of-way or easements applicable to the Property.

5.3 No Conflicts. Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will conflict with, or result in a breach of, the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which Seller is a party.

5.4 Third Party Consents. All consents required from any governmental authority or third party in connection with the execution and delivery of this Agreement by Seller or the consummation by Seller of the transactions contemplated hereby have been made or obtained or shall have been made or obtained by the Closing Date. **Seller expressly understands that the consent of the Maryland Department of Natural Resources ("DNR") shall be required in order for Buyer to enter into to this Agreement. Buyer shall diligently pursue said consent and shall immediately inform Seller of the decision of the DNR.**

5.5 Condemnation, Violation of Laws, Etc. Seller has not received notice of, and, to Seller's knowledge, there are no existing violations of any federal, state, county or municipal laws, ordinances, orders, codes, regulations or requirements affecting all or any portion of the Property, including, without limitation, violations of housing, building, safety, health, environmental, fire or zoning ordinances, codes and regulations of the respective jurisdictions within which the Property is located or any certificate(s) of occupancy issued for the Property.

5.6 Flood Hazard Area. To the best of Seller's actual knowledge with no duty to investigate further, a portion of the Property is located in an area designated by any governmental entity as a flood hazard area.

5.7 Hazardous Conditions.

(i) During Seller's ownership there have been no, and there are no pending or, to the best of Seller's actual knowledge, threatened: (A) claims, complaints, notices, or requests for information received by Seller with respect to any alleged violation of any Environmental Law with respect to the Property, or (B) claims, complaints, notices, or requests for information to Seller regarding potential or alleged liability under any Environmental Law with respect to the Property.

(ii) To the best of Seller's actual knowledge with no duty to investigate, no conditions exist at, on, or under the Property that, with the passage of time or the giving of notice or both, would constitute a Hazardous Condition or give rise to liability under any Environmental Law.

(iii) Seller has not received notice of any violation of any orders, directives, requirements, permits, certificates, approvals, licenses, and other authorizations relating to Environmental Laws with respect to the Property.

(iv) To the best of Seller's actual knowledge with no duty to investigate there are no aboveground tanks in excess of 275 gallon storage capacity or any underground storage tanks (collectively, "USTs") located on or in the Property. Seller has not removed or abandoned any USTs on or in the Property and Seller has no knowledge of the existence, abandonment or removal of USTs from the Property.

For purposes of this Agreement, the following terms shall have the meaning as indicated:

"Environmental Law" shall mean: (i) the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§9601 et seq.) as amended; (ii) the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. §§ 6901 et seq.), as amended; (iii) the Emergency Planning and Community Right to Know Act (42 U.S.C. §§ 11001 et seq.), as amended; (iv) the Clean Air Act (42 U.S.C. §§ 7401 et seq.) as amended; (v) the Clean Water Act (33 U.S.C. §§ 1251 et seq.) as amended; (vi) the Toxic Substances Control Act (15 U.S.C. §§2601 et seq.) as amended; (vii) the Hazardous Materials Transportation Act (49 U.S.C. §§1801 et seq.) as amended; (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. §§ 136 et seq.), as amended; (ix) the Safe Drinking Water Act (42 U.S.C. §§ 300f et seq.), as amended; (x) any state, county, municipal or local statutes, laws or ordinances similar or analogous to the statutes listed in parts (i) - (ix) of this definition; (xi) any amendments to the statutes, laws or ordinances listed in parts (i) - (x) of this definition, regardless of whether the same are in existence on the date hereof; (xii) any rules, regulations, guidelines, directives, orders or the like adopted pursuant to or to implement the statutes, laws, ordinances and amendments listed in parts (i) - (xi) of this definition; and (xiii) any other law, statute, ordinance, amendment, rule, regulation, guideline, directive, order or the like relating to environmental or other matters covered by the foregoing.

"Governmental Authorities" shall mean any board, bureau, commission, department or body of any municipal, township, county, city, state or federal governmental unit, or any subdivision thereof, having or acquiring jurisdiction over any of the Property or the ownership, management, operation, use or improvement thereof.

"Hazardous Conditions" shall mean the presence on, in or about the Property (including ground water) of Hazardous Materials, the concentration, condition, quantity, location or other characteristic of which fails to comply with applicable Environmental Laws. "Hazardous Material" shall mean any chemical, substance, waste, material, equipment or fixture defined as or deemed hazardous, toxic, a pollutant, a contaminant, or otherwise regulated under any Environmental Law, including but not limited to Hazardous Material Litigation. No proceeding, suit or litigation relating to the Seller or the Property or any part thereof is pending or, to the best of Seller's actual knowledge, threatened in any court or other tribunal or before any Governmental Authority. Seller is not the subject of, nor has Seller received any written notice of or threat that it has or will become the subject of, any actions or proceedings under the United States Bankruptcy Code, 11 U.S.C. §§ 101, et seq.

("Bankruptcy Code"), or under any other federal, state or local laws affecting the rights of debtors and/or creditors generally, whether voluntary or involuntary and including, without limitation, proceedings to set aside or avoid any transfer of any interest in property or obligations, whether denominated as a fraudulent conveyance, preferential transfer or otherwise, or to recover the value thereof or to charge, encumber or impose a lien thereon.

5.8 FIRPTA. Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder (the "**Code**"), and the sale of the Property is not subject to the federal income tax withholding requirements of such section of the Code.

5.9 Mechanic's Liens. There are no claims for labor performed, materials furnished or services rendered in connection with the development, construction, improvement, renovation or repair of the Property with respect to which liens may or could be filed against the Property, either pending or threatened.

5.10 Tax Matters. No federal or other taxing authority (each, a "**Taxing Authority**" and collectively, the "**Taxing Authorities**") has asserted in writing any tax deficiency, lien, interest or penalty against Seller or the Property that has not been paid, and there is no pending audit or inquiry from any Taxing Authority relating to Seller or the Property, and to Seller's knowledge, no event has occurred and no condition or circumstance exists which presents a material risk that any tax deficiency, lien, interest, penalty or other assessment will be imposed against Seller or the Property.

5.11 Re-Zoning. Seller is not a party to, nor does Seller have any actual knowledge of, any threatened proceeding for the rezoning of the Property or any portion thereof, or the taking of any other action by governmental authorities that would have an adverse or material impact on the value of the Property or use thereof.

5.12 Condemnation. Seller has not received any written notice advising it of any pending or threatened condemnation or other governmental taking proceedings affecting all or any part of the Property.

5.12 Except as otherwise provided herein, Seller is making no warranties as to the condition of the Property is being conveyed "AS IS, WHERE IS AND WITH ALL FAULTS."

6. **Closing Conditions.**

- A. *Easement*. The City and Seller shall have entered into a written Deed of Easement Agreement and Maintenance Agreement for the easement depicted on Exhibit A. The form of the Easement Agreement is attached hereto as Exhibit B.

7. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and transferees. This Agreement shall also be deemed to run with the land.

8. **Notice.** Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service or email transmission, as follows:

To Seller

Sergey Pivovar Revocable Living Trust dated the 18th day of May, 2022
13551 Pulaski Drive
Hagerstown, Maryland 21742
Attn: Mr. Sergey Pivovar, Trustee

To the City

Eric Delke, Director of Public Works
City of Hagerstown
51 West Memorial Boulevard
Hagerstown, Maryland 21740
edeike@hagerstownmd.org

With a copy to:

Jason Morton
Salvatore & Morton, LLC
20 West Washington Street, Suite 402
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com

9. **Governing Law.** Regardless of its place of execution, this Agreement shall be governed by the laws of the State of Maryland as to interpretation, construction, and performance, without regard to its conflicts of law provisions.

10. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, there being no other terms, oral or written, except as herein expressed.

11. **Counterparts.** This Agreement (i) may be executed in two (2) or more counterparts, each of which shall be deemed an original, and all such counterparts shall together constitute one and the same instrument; (ii) may be executed by copies of physically signed documents exchanged via email attachment in PDF format or equivalent.

12. **Exhibits Incorporated.** Each Exhibit attached to and referred to in this Agreement is hereby incorporated by reference as though set forth in full where referred to herein.

13. **Amendments.** This Agreement may be amended, changed or modified only by written amendment executed by the parties hereto. No waiver of any provision of this Agreement shall be valid unless in writing signed by the party charged.

14. **Further Agreements.** The parties shall at any time and from time to time after Closing, upon request of the other, do, execute, acknowledge and deliver, or will cause to be done, executed, acknowledged or delivered, all such further acts, deeds, conveyances and assurances as may reasonably be required for the better conveying, transferring, assuring and confirming the terms and conditions contemplated herein.

15. **Time of the Essence.** Time shall be of the essence of this Agreement.

16. **Survival.** The obligations, agreements and covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable after the Closing or other *de jure* termination of this Agreement, the parties specifically acknowledging that the Closing and the execution and recordation of deed and deed of easement contemplated herein shall not terminate the obligations of the parties that are intended and by their terms survive the Closing.

17. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

18. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition in this Agreement.

19. **Assignment.** This Agreement may not be assigned by either party without the express written consent of each party.

20. **Headings.** Headings are intended only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this Agreement.

IN WITNESS WHEREOF, the Seller and the City have executed this Agreement as of the date set forth above.

ATTEST

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

WITNESS/ATTEST

**SERGEY PIVOVAR REVOCABLE LIVING TRUST
DATED THE 18th DAY OF MAY, 2022**

BY: _____
Name: Sergey Pivovar
Title: Trustee

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I HEREBY CERTIFY that on this ____ day of _____, 2025, before me, the Subscriber, Notary Public in and for the State and County aforesaid, personally appeared **William B. McIntire**, Mayor of the City of Hagerstown, and he acknowledged the foregoing Property Acquisition Agreement to be his act and deed on behalf of the City of Hagerstown and he did further certify that he is duly authorized to make this acknowledgement on its behalf and that he is duly authorized to execute this Agreement on its behalf.

WITNESS my hand and Notarial Seal this ____ day of _____, 2025.

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 **Sergey Pivovar**, Trustee of the Sergey Pivovar Revocable Living Trust dated the 18th Day of May, 2022, who acknowledged the foregoing Property Acquisition Agreement to be the act

and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

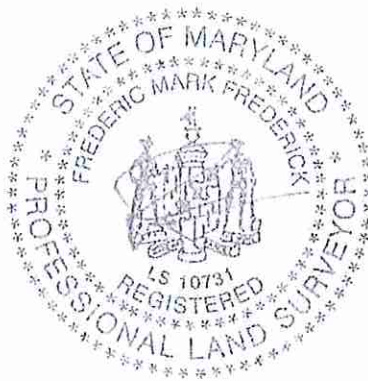
My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

Exhibit A

**Public Walkway Easement for the City of Hagerstown Concept 05-07-2025
(one page)**

**PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25**



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°05'10" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
CITY OF
HAGERSTOWN
L.220, F.462

AMETAM CREEK

PROPOSED WALKWAY

EX. 20' WIDE ACCESS
EASEMENT FOR DAM
MAINTENANCE PER PLAT
#3392

MT AETNA ROAD
(CARTWAY & ROW VARIES)

EXISTING ELECTRIC
EASEMENT
PER PLAT #3392

S 73°06'54" E
199.74'

E5

S 11°54'43" E
59.53'

E4

S 87°17'46" E
114.00'

E3

S 35°33'02" E
77.85'

E2

S 54°26'58" W
154.49'

E1

PROPOSED WALKWAY

EX. 20.0' WIDE PEDESTRIAN
EASEMENT FOR
WEIR MAINTENANCE
PER PLAT # 3392

PROPOSED 0.79 AC
ACCESS /
MAINTENANCE
EASEMENT OVER
LANDS OF SERGEY
PIVOVAR TO SERVE
THE CITY OF
HAGERSTOWN

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462

LANDS OF
CITY OF
HAGERSTOWN
L.220, F.462
17-022334

E8

S 11°54'43" E
112.58'

N/F
DAWN A SULICK
L.2491, F.338

LANDS OF
SERGEY PIVOVAR, AS
TRUSTEE OF THE SERGEY
PIVOVAR REVOCABLE LIVING
TRUST DATED THE 18TH DAY
OF MAY 2022
L.7170, F.202
17-025759

MD STATE PLANE
NAD 83 NAVD 88

Professional Certification
I hereby certify that these documents were prepared by me or
under my responsible charge, and that I am a duly licensed



Exhibit B
Form of Deed of Easement and Maintenance Agreement
between City and Sergey Pivovar Revocable Living Trust dated the 18th Day of May,
2022
(5 pages)

Election District No. 17
Part of Property Map 311, Parcel No. 973
Tax Parcel ID No.: 17-025759

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2025, by and between the **SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED THE 18TH DAY OF MAY, 2022**, a Maryland trust in the State of Maryland (hereinafter sometimes referred to as "Grantor") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for TWENTY THOUSAND DOLLARS AND 00/100 CENTS (\$20,000.00) monetary consideration and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of constructing, maintaining, repairing, replacing and removing, as needed, a raised wooden walkway for public access to the Antietam Creek and the necessary accessories, fixtures and appurtenances thereto (collectively "the Facilities"), across and over a portion of the unimproved property, situate in Election District No. 17 of Washington County, Maryland, near the southern side of Mt Aetna Road, and more particularly described as follows: *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovarov to Serve the City of Hagerstown."*

Being a portion of all that piece or parcel of land that was conveyed by REO 2015, LLC unto the Grantor by deed dated November 30, 2022, and recorded among the Land Records of Washington County, Maryland, in Liber 7170, folio 202.

The above-described easement is graphically depicted as *"Proposed 0.79 AC Access/Maintenance Easement over Lands of Sergey Pivovarov to Serve the City of Hagerstown,"* on the drawing entitled "Public Walkway Easement for the City of Hagerstown Concept 05-07-2025," consisting of one (1) page, a copy of 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 Facilities clear and functioning so as not to cause damage 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 construction, maintenance or repair of the Facilities.
4. Grantor shall continue to maintain, repair and/or replace the dam/weir which is located on Grantor's property. Grantee shall have no obligation with respect to the dam/weir, and the Grantor shall indemnify and hold harmless the Grantee with respect to any liability stemming from the dam/weir.
5. This Deed of Easement and Maintenance Agreement shall be for the exclusive use of the Grantee, its guests and invitees, 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.
6. This Deed of Easement is conveyed together with the right to excavate for the construction, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.
7. **Both parties acknowledge that this Deed of Easement is subject to Natural Resources Article §§5-906 (f)(1)(i) and 5-906(f)(1)(ii) which state: Land acquired or developed under a State grant from Program Open Space may not be converted, without written approval of the Secretary, the Secretary of the Department of Budget Management, and the Secretary of the Department of Planning from outdoor public recreation or open space use to any other use. Any conversion in land use may be approved only after the local governing body**

replaces the land with land of at least equivalent area and of equal recreation open space value. In addition, Natural Resources Article §5-906 (f)(2)(i) states: For any conversion of land acquired or developed under a State grant from Program Open Space as provided in paragraph (1) of this subsection, the appraised monetary value of the land proposed for acquisition shall be equal to or greater than the appraised monetary value of the land to be converted, under the proposed new use of the of the converted land. For purposes of this paragraph, "land" shall mean and refer to the Grantee's easement interest.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

SERGEY PIVOVAR REVOCABLE LIVING TRUST DATED
THE 18th of MAY 2022

By: _____(SEAL)
Sergey Pivovarov, Trustee

ATTEST:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____(SEAL)
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 Sergey Pivovarov, **Trustee of the Sergey Pivovarov Revocable Living Trust Dated the 18th Day of May, 2022**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of said trust, that he is authorized to make this acknowledgment and that the within instrument, and that the foregoing transfer is for the monetary consideration set forth herein and 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 **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 foregoing, 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:

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:

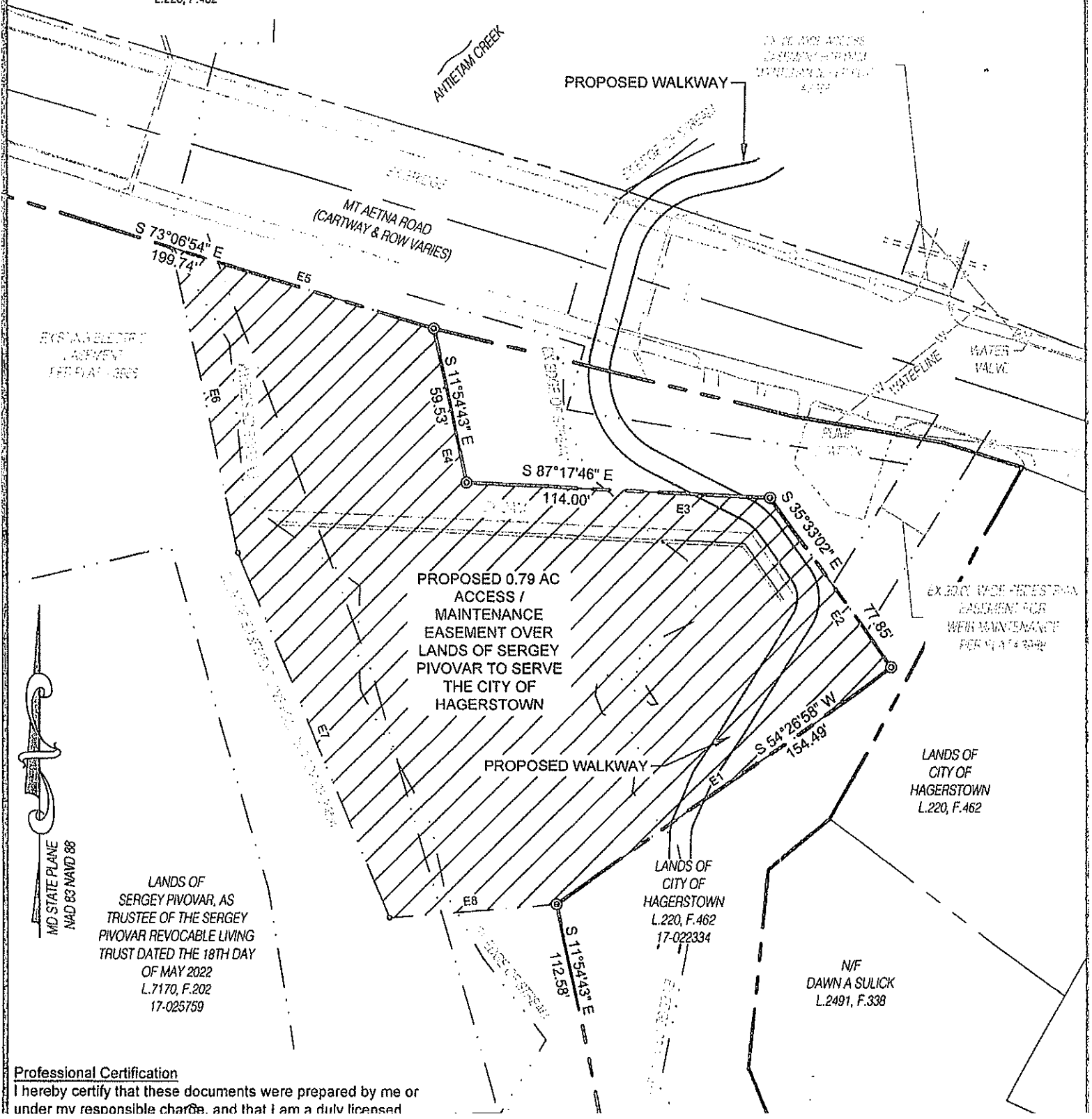
City of Hagerstown
Attn:
Donna K. Spickler
City Clerk
1 East Franklin Street
Hagerstown, MD 21740

PUBLIC WALKWAY EASEMENT
FOR THE CITY OF HAGERSTOWN
CONCEPT 05-07-25



LINE	BEARING	DISTANCE
E1	N 54°26'58" E	154.49'
E2	N 35°33'02" W	77.85'
E3	N 87°17'46" W	114.00'
E4	N 11°54'43" W	59.53'
E5	N 73°06'54" W	102.90'
E6	S 12°18'23" E	117.40'
E7	S 22°25'20" E	148.34'
E8	N 85°20'16" E	62.78'

N/F
 CITY OF
 HAGERSTOWN
 L.220, F.462



Professional Certification

I hereby certify that these documents were prepared by me or
 under my responsible charge, and that I am a duly licensed

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

Topic:

Introduction of an Ordinance: Amendments to Chapter 60-17, Speed Camera Fines

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of a Resolution: User Agreement with the Hagerstown Area Police Athletic League (PAL)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

PAL_User_Agreement_Council_Packet.pdf

Description

Hagerstown Area Police
Athletic League 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: October 14, 2025

RE: Hagerstown Area Police Athletic League
User Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff recommends entering into a new user agreement with the Hagerstown Area Police Athletic League ("PAL"), a non-profit organization. The agreement is for *non-exclusive use* of one (1) multi-purpose field within Fairgrounds Park and the Fairgrounds area around the PAL Clubhouse and *exclusive use* of the youth baseball field located in Fairgrounds Park and of the Clubhouse building within Fairgrounds Park.

DISCUSSION

PAL currently has a user agreement with the City of Hagerstown that will end on December 31, 2025. The existing agreement gives *non-exclusive use* of the youth baseball field located at the end of Valley Road, but within Fairgrounds Park. They also have *non-exclusive use* of the outdoor, roller hockey rink and the area around it. PAL has *exclusive use* of the Clubhouse building that sits within the grandstand area that is accessible from Cannon Avenue.

Primary changes to the new agreement are as follows:

1. PAL is requesting *exclusive use* of the youth baseball field. They currently provide the programming and maintenance and need better control of the space. PAL currently has *non-exclusive use* of the field.
2. The addition of Section 24 states keys and access must be given to the Department of Public Works for security, maintenance, and pesticide spraying in the property (clubhouse).
3. At the request of the City, Section 25 was added to allow the City to appoint one non-voting member to the User's board of directors or management team.
4. PAL recently entered into a separate agreement in 2024 for one multi-purpose field. PAL is looking to void that agreement and to now include the multi-purpose field within this new agreement. The former 2024 agreement will become null and void. See Section 27 of the agreement.

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.

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext. 479



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

FINANCIAL IMPACT

The City shall charge no monetary rent for the use of the premises. The City shall pay the utilities of electric, water/sewer, and trash hauling. PAL shall pay for natural gas and telephone service.

RECOMMENDATION

PAL has proven to be a valuable partner with the City. They are an important part of providing youth outreach and services holding any number of athletic clinics and tournaments.

Staff recommend entering into a new user agreement with PAL.

Att: PAL User Agreement, Motion Sheet, Resolution
C: Parks & Recreation staff
J. Morton, Attorney

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: October 28, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL TO ENTER INTO A USER AGREEMENT
WITH THE HAGERSTOWN AREA POLICE ATHLETIC LEAGUE**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a user agreement with the Hagerstown Area Police Athletic League for non-exclusive **and** exclusive use of a portion of Fairgrounds Park consisting of the Clubhouse and other amenities as noted in the attached User Agreement.

The term of the agreement is for 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. The City shall pay for all utilities except for natural gas and telephone services.

Date of Introduction:	October 28, 2025
Date of Passage:	October 28, 2025
Effective Date:	October 28, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A NEW USER AGREEMENT WITH
HAGERSTOWN AREA POLICE ATHLETIC LEAGUE**

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 Area Police Athletic League ,("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 **and** exclusive use of a portion of Fairgrounds Park consisting of Clubhouse 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 Area Police Athletic League, 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: October 28, 2025
Date of Passage: October 28, 2025
Effective Date: October 28, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

City of Hagerstown
Fairgrounds Park
Hagerstown Area Police Athletic League User Agreement

Date: _____

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as “City”, and the Hagerstown Area Police Athletic League (PAL), a non-profit organization, referred to in this agreement as “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 (1) *non-exclusive use* of a portion of the Hagerstown Fairgrounds adjacent to the Clubhouse building in the southwest part of the Fairgrounds property, including the site for a roller hockey rink, illustrated in attached Exhibit A; (2) *non-exclusive use* of a portion of the Hagerstown Fairgrounds constructed as one (1) multi-purpose field located in the north-central part of the Fairgrounds, as illustrated on the attached Exhibit A; (3) *exclusive use* of the youth baseball field located in Fairgrounds Park north of Valley Road, illustrated in attached Exhibit A; and (4) *exclusive use* of the Clubhouse building also shown as Exhibit A, and in more detail in attached Exhibit B, Exhibits A and B jointly referred to in this Agreement as “Premises”.

Non-Exclusive Use means that the User has priority scheduling status with the City but not sole use of the Premises. At the beginning of the term of this Agreement and at the beginning of each calendar year during the term of this Agreement, User may schedule with the City all dates and time necessary to offer its recreational programs and to maintain the Premises as required by this Agreement. With respect to the portion of Fairgrounds Park adjacent to the Clubhouse building, the City reserves the right to schedule up to 2 special events per year at the Premises. User will handle the scheduling of the Premises for other groups in a manner approved by the City. With respect to the baseball field located in Fairground Park north of Valley Road, the City may schedule all remaining dates and times on a first come, first served basis, and the City reserves the right to schedule its own recreational or special events at the field. With respect to both locations, on dates and times not reserved by or scheduled by the User, the City may permit the general public access to, and use of, the Premises.

Exclusive Use means that the User is the sole user of the Premises. User may secure the Premises and control use of the Premises. City shall not authorize others to use the Premises without the User’s written consent. User agrees that the primary use of the facility will be for programs open to the general public.

2. **Term of agreement.** The term of this agreement shall be from January 1, 2026 to December 31, 2028.
3. **Renewal.** This Agreement shall automatically renew for two additional twelve (12) month periods, 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 foregoing, 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 youth programs, baseball, soccer, in-line hockey and other skating activities, programs of the User's sponsoring law enforcement agencies, and other similar uses. 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. The recreational program offered by the User may not discriminate base 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.** User may operate a food and merchandise concession at the Premises, but shall not have use of the Concession Stand itself to raise funds for operating expenses of the Premises and the recreational program offered by the User. User must obtain and pay for any necessary permits and licenses and comply with all laws and regulations pertaining to concession sales.
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.
 - 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, the Clubhouse, in-line hockey rink, baseball field, multi-

purpose field, fencing, lighting, scoreboards, signs, 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 it within the sole discretion of the City.

10. **Maintenance of Premises.**

- A. **GROUNDS.** User shall maintain the grounds to City standards including mowing, seeding, irrigating, fertilizing, sweeping and cleanup of trash, debris, leaves, and downed branches. User is responsible for the maintenance of the in-line hockey rink including, but not restricted to, the surface, permanent dasher boards, etc. City will maintain all trees including planting, trimming, and removal of dead trees. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- 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 any 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.
- C. **CLUBHOUSES.** 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. City agrees to be responsible for electrical, mechanical and plumbing systems and make any and all structural repairs required.
- D. **BLEACHERS.** 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. **FENCING AND DASHER BOARDS.** User is responsible for all maintenance, repairs, and replacements for fencing and dasher boards.
- F. **RINK LIGHTING.** City is responsible for all maintenance, repairs, and replacements for rink lighting.
- G. **SCOREBOARDS AND SIGNS.** User is responsible for all maintenance, repairs, replacements for scoreboards and signs.
- H. **PARKING.** User is responsible for cleanup of trash, general debris in parking areas on the Premises.

I. **SAFETY.** User assumes full responsibility for inspecting and maintaining all structures, facilities, and grounds on the Premises 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.** Colors used on exterior surfaces of buildings and structures must be approved by the City.

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. This approval will include design, materials, method of construction, form, color, suitability, and conformity to the Fairgrounds Master Plan. 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.

12. **Utilities and services.** Utilities and services shall be provided and paid for by the parties as indicated below:

<u>Utility Service</u>	<u>City</u>	<u>User</u>
Electricity-except rink lights	X	
Electricity – rink lights	X	
Water/Sewer*	X	
Gas (separately metered)		X
Telephone		X
Trash Hauling	X	

*Restroom facilities will be provided by the City and may be either permanent restroom facilities or portable facilities. The User is responsible for any cost, placement and clean up for additional portable restrooms/portapots which may be required for special events, including tournaments, scheduled by the User. Location of the portable restrooms/portapots is subject to City approval.

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 advertisements 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 rink 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.
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.
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. 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 its 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 general public access the City's general liability insurance will provide primary coverage for any person using the Premises 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 shall not provide insurance for any personal property not owned by the City.

17. **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.
18. **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. 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.
19. **Assignment or sublease.** User may not assign this agreement or sublease the Premises.
20. **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.
21. **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.
22. **Notices.** Any notice sent to the parties shall be to the following addresses:

<i>City:</i> City of Hagerstown Public Works Director 51 W. Memorial Blvd. Hagerstown, MD 21740	<i>User:</i> Hagerstown Area Police Athletic League 50 N. Burhans Blvd. Hagerstown, MD 21740 Attn: Nick Varner, President
--	---
23. **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 at the beginning of each calendar year.

Default. It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this Agreement. 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.

24. **Keys.** Keys must be provided to the City of Hagerstown Department of Public Works of all doors that have keyed lock and combinations. This is to assist in security, maintenance, and pesticide spraying on the Premises.
25. **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.
26. **Approvals.** Any requirement of prior approval by the City contained herein shall mean approval of the City Administrator or his designee and shall not require formal approval of the Mayor and Council.
27. **Prior User Agreements.** Any and all prior User Agreements between the parties, including but not limited to the 9/25/24 Agreement, be and are hereby TERMINATED as of January 1, 2026, and neither party shall have any obligation under such Agreements *except* that User shall continue to 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 as to claims brought against the City within the statute of limitations.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
William B. McIntire, Mayor

WITNESS:

HAGERSTOWN AREA POLICE
ATHLETIC LEAGUE

Printed Name: _____

By: _____

Nick Varner, President



HAGERSTOWN POLICE ATHLETIC LEAGUE USER AGREEMENT – EXHIBIT A

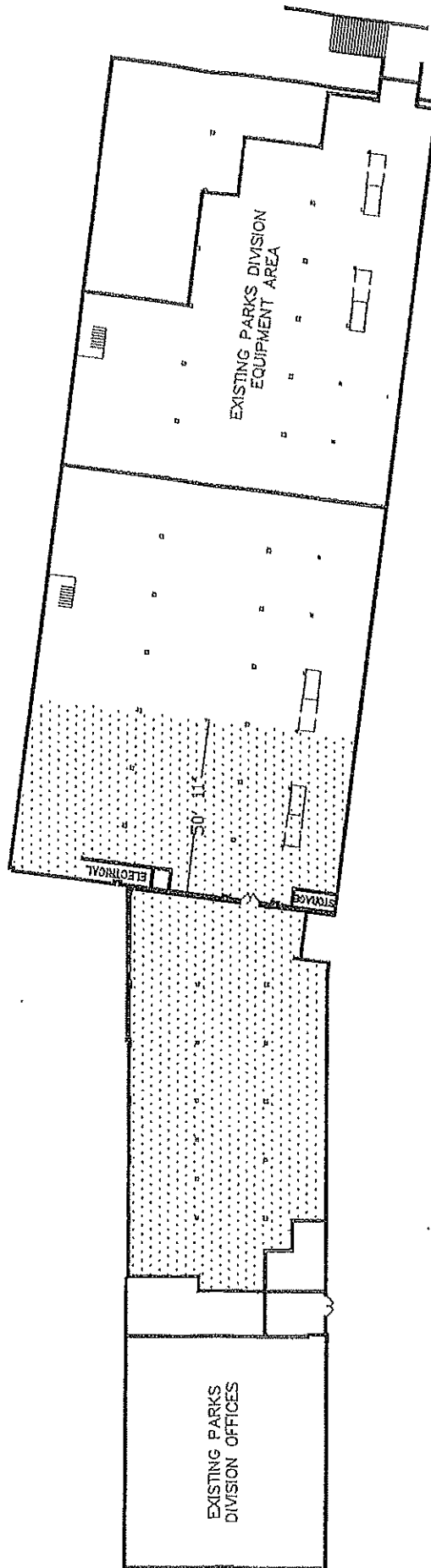
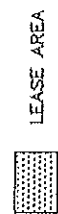


EXHIBIT B
LEASE AREA - POLICE ATHLETIC LEAGUE
09/30/2010
1" = 30'



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

Topic:

Approval of a Resolution: Equipment Maintenance and Software Support Services Agreement with Hub Parking Technology USA, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Hub_Parking_Technology_Equipment_Maintenance_Agreement_and_Software_Support_Council_Packet.pdf	Hub Parking Technology Equipment Maintenance and Software Support 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: October 13, 2025

RE: HUB Parking Technology
Equipment Maintenance and Software Support Agreement

RECOMMENDATION

Staff recommends the Mayor and Council enter into an Equipment Maintenance and Software Support Agreement with the HUB Parking Technology (HUB) to provide equipment maintenance and software support for the 3 parking facilities (University District Parking Deck [UD], Arts & Entertainment District Parking Deck [A&E], and Hub City Garage [Hub]). The agreement is for two (2) years with a possible 1-year renewal.

DISCUSSION

HUB currently services and maintains the equipment and software for UD, A&E, and the recently opened Hub City Garage. Their current Technical Assistance and Maintenance Agreement expired on July 31, 2025, but HUB continues to provide service and software updates.

Due to the complexity of the equipment and software, a maintenance and software agreement is absolutely necessary.

FINANCIAL IMPACT

Locations	Annual Fee Year 1	Monthly Fee Year 1	Annual Fee Year 2	Monthly Fee Year 2
UD, A&E, Hub	\$21,834.84	\$1,819.57	\$22,489.92	\$1,874.16
Total	\$21,834.84	\$1,819.57	\$22,489.92	\$1,874.16

Mayor and Council approval is required for sole source contracts and purchases over \$10,000 per the City's purchasing policy.

CONCLUSION

Staff recommends entering an agreement with HUB Parking Technology for the Equipment Maintenance and Software Support Agreement.

Att: Motion, Resolution, Agreement
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: October 28, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF AN EQUIPMENT MAINTENANCE AND SOFTWARE SUPPORT SERVICES AGREEMENT WITH HUB PARKING TECHNOLOGY USA, INC.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into an Equipment Maintenance and Software Support Services Agreement with HUB Parking Technology USA, Inc. (HUB). The agreement is for HUB to provide equipment and software support services for the parking facilities of University District Parking Deck, the Arts & Entertainment Parking Deck, and the Hub City Garage.

The length of the agreement shall be for a 2-year term beginning on August 1, 2025, with a possible extension of one (1) additional year.

The annual fee for Year 1 shall be \$21,834.84. The cost for Year 2 shall be \$22,489.92.

Date of Introduction: October 28, 2025

Date of Passage: October 28, 2025

Effective Date: October 28, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE
CITY OF HAGERSTOWN TO ENTER INTO A
EQUIPMENT MAINTENANCE AND SOFTWARE
SUPPORT SERVICES AGREEMENT WITH
HUB PARKING TECHNOLOGY USA, INC.**

RECITALS

WHEREAS, the City of Hagerstown hereinafter referred to as “City” is the owner of three (3) parking decks, located, respectively, at 25 North Potomac Street, Hagerstown, Maryland, 25 Renaissance Way, Hagerstown, Maryland, and the Hub City Parking Garage, 50 West Antietam Street, Hagerstown, Maryland (hereinafter collectively “the Decks”), and

WHEREAS, HUB Parking Technology, USA, Inc., hereinafter referred to as “HUB,” is a Delaware corporation registered to do business in Maryland, which carries on a business which manufactures, distributes and maintains parking systems and products in the United States;

WHEREAS, on or about August, 2021, the City and HUB entered into a City of Hagerstown Parking Access and Revenue Control System Contract for a period of four (4) years beginning August 1, 2021 and concluding on July 31, 2025;

WHEREAS, the parties desire to enter into new contract for the period from August 1, 2025 through July 31, 2027, with a possible extension of one (1) additional year;

WHEREAS, HUB’s proposed Equipment Maintenance and Software Support Agreement, calls for an annual fee (billed in monthly increments), with additional fees for work performed after hours and/or for non-covered work. The exact schedule of fees is set forth on Exhibit D to the Agreement; and

WHEREAS, the City believes it is in the best interest of the citizens of the City to enter into the Equipment Maintenance and Software Support 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 Equipment Maintenance and Software Support Agreement, a copy of which is attached hereto.

3. That the Mayor, Director of Public Works and/or City Administrator be and are hereby authorized to execute the foregoing Equipment Maintenance and Software Support 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

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William B. McIntire, Mayor

Date of Introduction:	October 28, 2025	PREPARED BY:
Date of Passage:	October 28, 2025	SALVATORE & MORTON, LLC
Effective Date:	October 28, 2025	City Attorneys

EQUIPMENT MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT

THIS EQUIPMENT MAINTENANCE AND SOFTWARE SUPPORT AGREEMENT, dated as of the date written below (this "Agreement"), by and between HUB PARKING TECHNOLOGY USA, INC., a Delaware corporation organized ("HUB" or "HUB Parking"), and City of Hagerstown ("Client"). HUB Parking and Client are also referred individually as a "Party" and collectively as the "Parties."

RECITALS

HUB Parking manufactures and distributes parking systems products in the United States of America; Client wishes to engage HUB Parking to provide certain parking and related equipment maintenance and software support services to maintain HUB Parking products purchased or operated by Client; and

HUB Parking wishes to provide such services to Client on the terms set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises and covenants contained below, the parties agree as follows:

ARTICLE I

HUB PARKING SERVICES

1.1 HUB Parking Services. While this Agreement is in effect:

- (a) HUB Parking will provide equipment maintenance and software support services to Client as set forth in **Exhibit A**, Scope of Work (the "Services"), with respect to the equipment and software as set forth in **Exhibit B**, Covered Equipment (the "Covered Equipment"), subject to the terms and conditions of this Agreement.
- (b) The performance of the Services by HUB is conditioned upon the fulfillment of all Client obligations as provided in this Agreement as set forth in **Exhibit A**.

ARTICLE II

CERTAIN OBLIGATIONS OF THE PARTIES

- 2.1 Representatives of Client and HUB Parking. The Client will provide HUB with a primary Point of Contact ("POC") who will have the decision-making authority to authorize all service requests. Other key employee contacts and their respective responsibilities and levels of authority will also be provided to HUB. HUB will provide Client with a POC to whom all communications should be directed pertaining to day-to-day operations. A list of other key personnel responsible for supporting the Client operation will be provided to Client.
- 2.2 Performance of Services. HUB Parking will render all Services under this Agreement in a professional manner. The standards to be applied in the performance of Services by HUB Parking and its personnel shall be measured as that deemed reasonable for HUB Parking's employee category applicable to the service being performed and not that of a reasonable person.
- 2.3 HUB Parking Obligations. While this Agreement is in effect, in connection with the provision of the Services, HUB Parking shall:
 - (a) maintain at all times all required licensing requirements, qualifications, and authorizations to perform the Services;
 - (b) maintain at all times adequate and customary insurance coverage for the performance of the Services; and
 - (c) keep a history of all work performed on the Covered Equipment, which, upon request, will be made available to Client.

2.4 Client Obligations. While this Agreement is in effect, Client shall:

- (a) provide to HUB Parking technical documentation as reasonably necessary to service the Covered Equipment;
- (b) provide to HUB Parking access to the Covered Equipment in a safe environment to permit the performance of the Services;
- (c) have at all times all required consents, licensing requirements, qualifications, and authorizations to commission the Services;
- (d) Always maintain adequate and customary insurance coverage;
- (e) maintain and operate the Covered Equipment in an environment and according to procedures which conform to HUB specifications;
- (f) not allow maintenance or repair of the Covered Equipment by anyone other than HUB personnel without prior authorization from HUB; and
- (g) purchase all consumable supplies from HUB to insure the optimal operations of the system.

ARTICLE III
CONSIDERATION

- 3.1 Payment. As consideration for HUB Parking's provision of the Services, Client shall pay HUB Parking the fees ("Fees") as provided in Exhibit D. The Fees shall be paid by Client within thirty (30) days of Client's receipt of an invoice from HUB Parking.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES

- 4.1 HUB Parking's Representation and Warranties. HUB Parking represents and warrants to Client that HUB Parking:

- (a) has full and unrestricted authority to enter into this Agreement and, by entering or performing under this Agreement, it will not breach any agreement to which it is currently a party;
- (b) has the legal right, free of any right or interest of any third party, to disclose all information disclosed to the other party hereunder; and
- (c) is in compliance with all laws and approvals necessary to perform its obligations under this Agreement.
- (d) HUB warrants that the Services will be performed in a workmanlike and correct manner and will conform to the requirements of this Agreement. HUB's warranty excludes any remedy for damage or defect caused by abuse or misuse, modifications or maintenance not provided by HUB, improper operation, normal wear and tear and normal usage. The client's sole remedy for breach of this limited warranty shall be the repair and / or replacement of the materials and equipment.

The above-stated LIMITED warranty is exclusive and in lieu of any warranty of merchantability, fitness for particular purpose, or any other warranty, whether expressed or implied. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED.

- 4.2 Client Representation and Warranties. Client represents and warrants to HUB Parking that Client:

- (a) has full and unrestricted authority to enter into this Agreement and, by entering or performing under this Agreement, it will not breach any agreement to which it is currently a party;
- (b) has the legal right, free of any right or interest of any third party, to disclose all information disclosed to the other party hereunder; and

- (c) is, and will remain, in compliance with all laws and approvals necessary to perform its obligations under this Agreement.

ARTICLE V INDEMNIFICATION AND LIMITATION ON LIABILITY

- 5.1 Indemnification by Client. Client shall indemnify, defend, and hold harmless HUB Parking, its parent, directors, officers, agents and employees from any claims, losses, expenses, costs, fees, penalties, awards, fines, obligations, and liabilities arising directly or indirectly out of (i) any breach of any representation, warranty, covenant, or other agreement made by Client in this Agreement or (ii) any act or omission of Client or Client's personnel.
- 5.2 Limitation on Liability. Client's sole remedy, and the sole liability of HUB, for any breach by HUB shall be repeat performance of any repair, replacement, or maintenance required under this Agreement. IN NO EVENT WILL HUB BE LIABLE FOR (A) LOST PROFITS, LOST DATA OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (B) DAMAGES CAUSED BY CUSTOMER'S FAILURE TO PERFORM ITS RESPONSIBILITIES. HUB's liability arising out of this Agreement shall not exceed the Fees. HUB, its parents, officer, directors, agents, or employees shall not have any liability to Client for any lost opportunity or profits, costs of procurement of substitute goods or services, or for any indirect, incidental, consequential, punitive, or special damages arising out of or related to the performance of this Agreement, under any cause of action or theory of liability, including negligence, and regardless of whether HUB has been advised of the possibility of such damages. These limitations will apply notwithstanding any failure of essential purpose of any limited remedy.
- 5.3 No Other Warranties. THE PARTIES AGREE THAT ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXCLUDED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED.

ARTICLE VI TERM; TERMINATION

- 6.1 Term. This Agreement is effective for the term set forth on Exhibit D. This Agreement will be automatically renewed for an additional [one year] term upon HUB's receipt of payment of fees in effect at the time of payment unless either party informs the other party in writing of its intention not to renew the term at least thirty (30) day prior the term expiration.
- 6.2 Termination. This Agreement may be terminated by either party as follows:
- (a) In the event of a material breach of the terms of the Agreement, the non-breaching party may, upon written notice of the breach to the breaching party and after a period of thirty (30) days from the date of said written notice to cure the breach, terminate the Agreement;
 - (b) In the event either party shall be adjudged a bankrupt or make general assignment for the benefit of its creditors, or if a receiver shall be appointed for its assets, the Agreement shall terminate as of such event.
- 6.3 Effect of Termination. Termination by any party of this Agreement under Section 6.2 shall not deprive such terminating party of its right to pursue any other legal or equitable remedy available as a consequence of the other party's breach of this Agreement.
- 6.4 Survival. Sections 5 and 7.1 shall survive the expiration or termination of this Agreement.

ARTICLE VII GENERAL PROVISIONS

- 7.1 Confidentiality. During the term of this Agreement and for a period of ten (10) years thereafter, to the extent permitted by law, each Party (the "Receiving Party") shall, and shall cause its, officers, directors, employees, and advisors to, keep confidential and not use, disclose, disseminate, or publish to any person any Confidential Information of the other Party (the "Disclosing Party") obtained or acquired by the Receiving Party in connection with its performance of this Agreement. "Confidential Information" means any confidential or proprietary information with respect to the Disclosing Party, including (a) trade secrets, (b) technical information, including formulae, documentation, presentations, drawings, hardware, know-how, ideas, inventions, whether patentable or not, photographs, plans, procedures, processes (formulation or manufacturing), reports, research, samples, data, tests, test results, sketches, software and specifications, (c) business information, including supplier, Client and distributor names, marketing information, operational plans and product information and (d) financial information, including pricing and other confidential information.
- 7.2 Assignment. This Agreement and the rights and obligations hereunder shall not be assignable or transferable, except that HUB Parking may assign it without the prior written consent of Client.
- 7.3 No Third-Party Beneficiaries. Except for any indemnified parties, this Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns, if any, and nothing herein expressed or implied shall give or be construed to give to any person, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.
- 7.4 Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other parties. Delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other party to this Agreement.
- 7.5 Severability. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other provision hereof (or the remaining portion thereof) or the application of such provision to any other persons or circumstances. If any provision of this Agreement (or any portion thereof) or the application of any such provision (or any portion thereof) is held to be invalid, illegal, or unenforceable, the parties shall negotiate in good faith to enter into alternative agreements or arrangements to give effect to such provision to the greatest extent permitted under applicable law.
- 7.6 Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, via email, fax or sent, postage prepaid, by registered, certified or express mail or overnight courier service and shall be deemed given when so delivered by hand, or if mailed, upon receipt by express mail or overnight courier service, as follows:
- (a) If to Client, as provided on the signature page.
 - (b) If to HUB Parking:

HUB PARKING TECHNOLOGY USA, INC.
761 Commonwealth Drive, Suite 204
Warrendale, PA 15086
Attn: Contract Administrator

Phone: 724-776-7275

Fax: 1-724-772-3664

Email: maintenance.usa@faactechnologies.com

- 7.7 Consent to Jurisdiction. Each party irrevocably submits to the exclusive jurisdiction of the courts of the State of Maryland in Washington County, Maryland for the purposes of any suit, action or other proceeding arising out of this Agreement or the transactions contemplated hereby. Each party agrees to commence any such action, suit or proceeding in the courts of the State of Maryland in Washington County, Maryland. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action, suit or proceeding arising out of this Agreement or the transactions contemplated hereby in the State of Maryland in Washington County, Maryland, and hereby further irrevocably and unconditionally waives and agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.
- 7.8 Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Maryland applicable to agreements made and to be performed entirely within such State, without regard to the conflicts of law principles of such State.
- 7.9 Amendment; Waiver.
- (a) Any provision of this Agreement may be amended or waived if and only if such amendment or waiver is in writing and signed, in the case of an amendment, by each of the parties, or in the case of a waiver, by the party against whom the waiver is to be effective.
 - (b) No waiver by a party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent occurrence. No failure or delay by a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Unless otherwise expressly provided in this Agreement, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Law or in equity.
- 7.10 Attorney's Fees. In the event of a dispute, the prevailing party shall be entitled to reasonable attorneys' fees and costs.
- 7.11 Force Majeure. HUB Parking shall be excused from performing the Services in the event of any act of force majeure, including, but not limited to, Acts of God, exceptionally inclement weather, power failures, strikes, transportation interruptions, earthquakes, floods, fires, pandemics, and the like.
- 7.12 PCI-DSS Compliance. The Client is responsible for complying with the Payment Card Industry Data Security Standard. ("PCI-DSS"), as amended, with respect to any cardholder data that they possess, store, process or transmit, including without limitation any cardholder data possessed, stored, processed, or transmitted using the HUB Parking Software or Equipment as set forth in Exhibit C.
- 7.13 Non-Solicitation. During the term of this Agreement, Client agrees that the management level employees of the Client's operations shall not knowingly solicit or attempt to solicit the services of any employee of the HUB Parking for employment at any Client position without the prior written consent of the HUB Parking. During the Term of this Agreement, HUB Parking agrees that its management level employees shall not



knowingly solicit or attempt to solicit the services of any employee of the Client without the prior written consent of the Client.

IN WITNESS WHEREOF, HUB Parking and the (Client) have duly executed this Agreement as of the date written below.

Effective Date: August 1, 2025

HUB Parking Technology USA Inc.

City of Hagerstown, Maryland

By: _____

By: _____

Name: Robert Kempton

Name: _____

Title: Chairman

Title: _____

Address: 761 Commonwealth Drive, Suite 204

Address: _____

Warrendale, PA 15086

Tele: 844-482-7275

Tele: _____

Email: _____

EXHIBIT A
SCOPE OF WORK

While this Agreement is in effect, HUB will provide maintenance to keep the Covered Equipment in, or restore the Covered Equipment to, good working order.

HUB Equipment Maintenance

- (a) Remedial maintenance performed on site during the Normal Service Coverage Period following notification by Client to a HUB Client Support Center that the Equipment is inoperative;
- (b) Maintenance includes the repair and / or replacement of defective equipment component parts as deemed necessary by HUB. Parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB.
- (c) Like for like parts replacement will be performed providing HUB deems parts un-repairable and all supplies used in the equipment were purchased from HUB. Parts are defined as subunits that when assembled make up a whole unit. While parts replacements are included, whole unit replacements are not. Whole units would include but are not be limited to entire gates, entire entry stations, entire exit stations, entire cashier terminals, entire pay stations, servers, workstations, readers, etc. Such whole units eventually reach end of life either because of length of use or are discontinued and subsequently not supported by the manufacturer.
- (d) When end of life is reached and manufacturer or HUB deems unit un-repairable, Client is responsible for replacement.
- (e) HUB will perform preventative maintenance in accordance with manufacturer's specifications but no less than 4 quarterly maintenance visits per site, per annum. Maintenance provided under this Agreement does not assure uninterrupted operation of the Equipment.
- (f) Alterations required by engineering change notices which would be due to a manufacturing defect, and which HUB determines are applicable to the Equipment, if such work is performed during normal business hours.

Third-Party Manufactured Sub-Systems Equipment Maintenance

License Plate Recognition (LPR) – only if included in Exhibit B, Covered Equipment - repair and/or replacement of defective equipment component parts as deemed necessary by HUB. Parts, which will be new or reconditioned to perform as new, will be furnished on an exchanged basis, and the exchanged parts will become the property of HUB.

HUB will perform Preventative Maintenance in accordance with manufacturer's specifications but no less than 4 quarterly maintenance visits per site, per annum.

Additional Services

- (a) Reports: A report on preventive maintenance and breakdown repair will be made available upon request.
- (b) Access to Autotask service ticket tracking system via HUB's Client Portal will be made available upon request.

Client Responsibilities

The coverage in this agreement assumes the client will handle certain basic daily operational and maintenance functions including, but not limited to items such as clearing ticket jams, reloading tickets, automated print head and magnetic head cleaning, realigning, or replacing gate arms, etc. And reasonable efforts to resolve basic operational issues are expected before placing a service call.



All service requests must be submitted to the central HUB Service system via email at service.usa@hubparking.com or by phone to the 24/7 call center at [844 HUB-PARK \(482-7275\)](tel:844-HUB-PARK).

Software Support and Maintenance

Software/PC support and maintenance will include the following:

During the Normal Service Coverage Period, HUB shall provide:

- (a) Remote diagnostic technical assistance through the Help Desk facility for problem determination and solution coordination.
- (b) Resolution of Standard Software functional problems and user problems;
- (c) Configuration corrections and minor modifications not to include major reconfiguration of the system.
- (d) Standard Software revisions, updates¹, and service Packs provided remotely through the Help Desk facility for software provided by HUB not including commercially available operating systems, databases, and utilities;
- (e) All changes to rate tables (minimum 5-day notice in written form required).*
- (f) All changes to validations (minimum 5-day notice in written form required).
- (g) Back up of parameter files after major changes.
- (h) Support Client with required updates to Client supplied Antivirus and Firewall programs on an "as needed" basis. (If installation of third-party software induces a PC or HUB Parking-related problem all time necessary to correct the problem will be billable at prevailing rates. HUB Parking is not responsible for subscriptions to third party software.)
- (i) Support Client to install all HUB Parking-mandated Microsoft Windows/Service Pack updates.
- (j) If HUB Parking is called to respond to a problem that it is outside the scope of the Software Support Contract, HUB Parking reserves the right to bill Client for all site time at prevailing rates.

Note. The items listed above are covered during normal business hours. After-hours requests will be subject to applicable service rates as shown in Exhibit D. All activities will be programmed to minimize disruption to parking facility operations.

*Rate changes to the system must be tested for accuracy by Client to ensure that the desired effect has been achieved by the parking system operator. This testing is accomplished by Client auditing each transaction to ensure that revenue collected is in accordance with the facility's intended rate structures, included but not limited to, default, early bird, night, weekend, multiple day, and validated rates. Immediately following a rate change it is agreed that Client will perform a complete audit of all rates to ensure interpretation of the requested change and its technical accuracy. This audit should also ensure that all rate structures in the system are in accordance with the locations signage, owner expectations, and patron expectations.

Exclusions

The following equipment, software, and services are not covered under this Agreement:

- (a) Peripheral control software upgrades.
- (b) Software or EPROMs required to introduce new bank notes or coins.

¹ Updates. Fixes, service packs, and patches to software supplied by HUB that are primarily designed to solve product performance problems.

- (c) Credit card acceptance problems relating or data recovery resulting from clearinghouse and / or credit card circuit issues.
- (d) Concrete bases and islands and any protection posts
- (e) Loops
- (f) Barrier gate arm replacement
- (g) All non-provided communication equipment and related items
- (h) Any 3rd Party equipment and / or software not provided and installed by HUB Parking
- (i) All fiber optic hardware and related items
- (j) Cashier booths or related structures
- (k) Revisions, upgrades, or changes required or requested due to changes in laws, regulations, or functionality not currently part of the system.
- (l) All network infrastructure and equipment, servers, and operating systems
- (m) Cost of shipping, mail or freight for the repair or replacement of equipment or components

This contract **shall not cover** any and all labor and / or materials required to service, repair, and / or replace software or hardware resulting from:

- (a) any cause external to the Covered Equipment including, but not limited to, vandalism, misuse, negligence, electrical work, or any act of force majeure as described in Section 7.11 of this Agreement;
- (b) Client's failure to continually provide a suitable installation environment including, but not limited to, adequate electrical power; power must be provided by a dedicated line with a true earth ground; for safeguard against power surges and satisfactory product performance, product must have a surge suppressor; voltage must range between 108-125 volts A/C; potential between ground and neutral cannot exceed 0.5 volts A/C;
- (c) Client's improper use, relocation, refinishing, management or supervision of the Covered Equipment or other failure to use the Covered Equipment in accordance with HUB specifications;
- (d) Client's repair, attempted repair, or modification of the Covered Equipment without prior authorization from HUB;
- (e) Client's use of the Covered Equipment for purposes other than those for which they are designed or the use of accessories or supplies not approved by HUB;
- (f) any repair to equipment or software caused by supplies not purchased from HUB; and
- (g) end of life of whole units of equipment.

In such cases, HUB Parking will prepare a written estimate at the then-applicable HUB time and materials rate and submit it to Client for approval prior to any cost being incurred.

EXHIBIT B

COVERED EQUIPMENT

A&E GARAGE – 25 Renaissance Way
UNIVERSITY DISTRICT GARAGE – 25 N. Potomac Street

QTY	Part Number	Description
2	APMBDP1	AUTOMATIC PAY STATION BILL-TO-BILL
1	110.G90167	BARCODE MASS ENCODER (DP6100BT)
3	02.900027	Barcode Scanner (HSM-3310G-4)
2	2500.G00001	DP11000 SOFTWARE LICENSE PACKET
2	113.G90080T	DP810 LANE CONTROLLER BOARD
2	FCDP1	FEE COMPUTER (DP6001)
2	TCL718R-135DS	FULL SIGN, 120V, LED DIRECT-VIEW, RED
6	HUB PRO-M-RCB10H0	HUB Model Tall Parking.Pro Barrier Gate, Right
3	LEDP1	LANE ENTRY STATION (DP5900)
3	LXDP1	LANE EXIT STATION (DP5800)
1	MK500	MICRO KIOSK BAR CODE VALIDATOR
6	5365EGP00	MINIPROX PROXIMITY READER
2	TCL1212RG-175DS	RED X/GREEN DOWN ARROW
8	VK-E30	VK-E30 Hands free phone w/dialer.E-30 Viking phone
1	WEB VAL-LW	WEB VALIDATION

HUB CITY GARAGE – 50 W. Antietam Street

QTY	Part Number	Description
2	LEHB1	Lane Entry station Jupiter EBB
2	LXHB1	Lane Exit station Jupiter EBB
2	APSHB1	Automatic Pay Station HUB
2	02.800254	DIGI CONNECT SP - DEVICE SERVER
2	02.800007	Intercom module with 800BM
2	15.800023	BRF210 EMV Contactless Antenna
2	15.800022	SCR200 EMV Insert Reader
4	MMD-LEDS11C-E	LED STRIPES (RED/GREEN) UP TO 12' BOOM
4	HUBPROMRC012J0	HUB PARKING PRO OEM AN7021, 12 FT.
4	KBS01-ADA	ARTICULATED BOOM COMPLETE
1	02.800880	Signal Tech LED 10x26 Open/Full Sign TCL
1	02.900018	6100BT Barcode Mass Encoder
1	02.800265	Micro PC Dell OptiPlex 3070 MFF MLK
1	JMS/J4M/JPASS	JMS / JPASS / J4M / JUPITER EBB VALIDATION

EXHIBIT C
PA-DSS COMPLIANCE ADDENDUM

HUB'S Responsibilities. HUB represents and warrants that PARC's Revenue Control Software version(s) listed on the PCI Security Standards web site (www.pcisecuritystandards.org) is in compliance with all applicable PA-DSS requirements as they existed on the date of certification posted on the web site. This is in the form of an Attestation of Validation (AOV) and HUB is responsible for maintaining this validation. Certification will expire on the expiry date listed on the web site.

Additionally, HUB is a Level 2 service provider and uses an isolated network to provide software support to our customers. HUB is PCI-DSS compliant and has an Attestation of Compliance (AOC) as proof of this compliance.

Customer's Responsibilities. The customer is responsible for developing and maintaining business practices to ensure that HUB Parking Products are used in accordance with the requirements specified by its business' Qualified Security Assessor. The customer is responsible for achieving and maintaining PCI-DSS compliance relevant to its business. The scope of achieving system wide PCI-DSS validation extends beyond the AOV and AOC HUB provides. As HUB is not the Merchant of Record for a parking system, HUB will not own the process of obtaining a Report on Compliance (ROC) for a parking system. Further, HUB does not assume ownership of the network and does not provide penetration or scanning services.

If the Customer is currently on a version of PARCs software which is not listed on the PCI Security Standards website as PA-DSS certified or a version which is scheduled for expiration, it is the sole responsibility of the Customer to make arrangements with HUB to implement a PA-DSS compliant version of the PARCs software. Any costs associated with upgrades to a PA-DSS compliant version of PARCS are not included with this Contract. **HUB DOES NOT WARRANT AND SHALL HAVE NO RESPONSIBILITY FOR CUSTOMER'S MISUSE OF HUB SOFTWARE OR HARDWARE OR CUSTOMER'S FAILURE TO MAINTAIN PCI-DSS COMPLIANCE. HUB DOES NOT ASSUME RESPONSIBILITY FOR COMPLIANCE WITH ALL LAWS FOR THE SYSTEM BUT WILL RESPOND TO CUSTOMER'S REQUEST FOR SERVICE OR REPAIR IN ACCORDANCE WITH THIS AGREEMENT.**

EXHIBIT D
FEES, SERVICE RATES, AND TIME SCHEDULE

Term: 2 year[s] starting on 8/1/2025 and ending on 7/30/2027

Fee Payment Schedule (in US Dollars): Billed Monthly

<u>Location(s)</u>	<u>Annual Fee</u> <u>Year 1</u>	<u>Monthly Fee</u> <u>Year 1</u>	<u>Annual Fee</u> <u>Year 2</u>	<u>Monthly Fee</u> <u>Year 2</u>
City of Hagerstown – 3 garages	\$21,834.84	\$1,819.57	\$22,489.92	\$1,874.16
Total	\$21,834.84	\$1,819.57	\$22,489.92	\$1,874.16

Response Times:

Normal Business Hours Straight Time - Monday through Friday 8:30 AM to 5:00 PM	4 Business Hours Average Response	Included
After Hour Time - Monday through Friday 5:01 PM to 8:29 AM, and Saturday and Sunday	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee
Premium Time - Holidays	2 Hour Call Back Response 8 Hours On-Site, if required	Additional fee

Severity Level Definitions

<u>Category</u>	<u>Description</u>
<i>Critical</i>	• Loss of critical system functionality • Customers are not able to be processed. • A large number of customers are affected and/or acutely disadvantaged in some way.
<i>High</i>	• Loss of important system functionality • A moderate number of customers are affected and/or inconvenienced in some way • A moderate number of staff are affected and/or not able to do their job properly
<i>Medium</i>	• Loss of non-essential system functionality • A minimal number of staff are affected and are able to deliver an acceptable service but with an additional effort. • A minimal number of customers are affected and/or inconvenienced but not in a significant way

HUB Parking Technology – a Business Unit of the FAAC Group

HUB Parking Technology USA, Inc. - 761 Commonwealth Drive, Warrendale, PA 15086 | U.S.A. Tel. +1 844-482-7275 - Fax +1 724-772-3664 - www.hubparking.com

Hours of Operation and Service Rates for Non-Covered Work:

<u>Time</u>	<u>Maintenance Rate</u>		<u>Non-Maintenance Rate</u>		<u>Hub Comments</u>
	On-Site	Remote Help Desk	On-Site	Remote Help Desk	
Straight Time Monday → Friday 8:30 AM to 5:00 PM	\$140 per hour	\$80 per 1/2 hour	\$205 per hour	\$120 per 1/2 hour	Rate based on 8 hours per day or less, 1 hour minimum.
After Hour Time Monday → Friday 5:01 PM to 8:29 AM, and Saturday and Sunday	\$210 per hour	\$110 per 1/2 hour	\$330 per hour	\$180 per 1/2 hour	Rated based upon any time outside of normal working hours, and Saturday and Sunday, 2 hour minimum.
Premium Time Holidays	\$300 per hour	\$170 per 1/2 hour	\$400 per hour	\$400 per 1/2 hour	Rate for time worked on national / HUB holidays, 2 hour minimum.
Trip Charge	\$ 100. Per 50 miles		\$ 100. Per 50 miles		Flat rate for 0 – 50 miles, additional trip charge per each 50 mile increment.

Notes:

- (a) Normal Business Hours: Monday through Friday, 8:30 AM – 5:00 PM, excluding national / HUB holidays.
- (b) In the event non-covered work required for a service call takes place during time periods covered by multiple service rates, time will be billed at the applicable service rates during the time periods in which the services are performed.
- (c) HUB Service is available by calling (844) 482-7275 X1 or via email service.usa@hubparking.com.
- (d) After Hour / Emergency Service available 24/7, 365 days per year by calling (844) 482-7275 X1.
- (e) Parts and materials supplied in connection with On-Site work will be priced separately.
- (f) HUB Holidays are defined as holidays HUB USA offices are closed. A yearly list is available upon request.
- (g) 20% discount for Standard Software version upgrades, enhancements, and labor charges required to install such version upgrades and enhancements.
- (h) Additional retraining at a 25% discount on HUB's established rates. Such retraining can be held at the nearest HUB Client Support Center when available or provided remotely when available.
- (i) 5% discount on new software purchases including JPass mobile parking applications.

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

Topic:

Approval of a Resolution: Accept an Offer from LP1, LLC for a Deed of Easement and Maintenance Agreement Located at the Intersection of Makers Drive and Breckenridge Drive, Hagerstown for Water

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
RESOLUTION_MOTION_LP1_LLC_WATER_EASEMENT_MAKERS_DRRIVE_10282025.docx	MOTION&RESOLUTION EASEMENT MAKERS DRIVE
DEED_OF_EASEMENT_MAKERS_DRIVE_LP1LLC_10282025.docx	DEED OF EASEMENT MAKERS DRIVE

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 28, 2025**

TOPIC: **Approval of a Resolution: To accept the offer of a Deed of Easement and Maintenance Agreement located at the intersection of Makers Drive and Breckendridge Drive, Hagerstown, Maryland from LP1, LLC.**

Charter Amendment: _____

Code Amendment:_____

Ordinance:_____

Resolution: X

Other: _____

MOTION:

I hereby move for the Approval of a Resolution to accept the offer of easement made by the LP, LLC, of a Perpetual and Permanent Water Easement and the right of ingress for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the facilities across, over and under the parcel of land graphically depicted, and identified herein as “W/L Easement” on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated October 15, 2025 and attached to the Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: October 28, 2025

DATE OF PASSAGE: October 28, 2025

EFFECTIVE DATE: October 28, 2025

CITY OF HAGERSTOWN, MARYLAND
RESOLUTION TO ACCEPT THE OFFER OF A
DEED OF EASEMENT
AND MAINTENANCE AGREEMENT LOCATED
AT THE INTERSECTION OF MAKERS DRIVE
AND BRECKENDRIDGE DRIVE, HAGERSTOWN, MARYLAND
FROM LP1, LLC
TO THE CITY OF HAGERSTOWN

RECITALS

WHEREAS, LP1, LLC, Grantor, is a Maryland Limited Liability Company and owner of real property located at the intersection of Makers Drive and Breckenridge Drive, Hagerstown, Washington County, Maryland (Election District No. 17, Part of Property Map 318, Parcel No. 825-1, Tax Parcel ID No.: 17-067165), hereinafter “the Grantor’s Property;”

WHEREAS, the CITY OF HAGERSTOWN, Maryland, is a Maryland Municipal Corporation (“the City”) which constructs, operates and maintains water utilities for its Citizens;

WHEREAS, the City desires to have a certain easement over, across, under and through portions of the Grantor’s Property all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water meter, vault and water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the “Facilities”);

WHEREAS, attached hereto and incorporated herein is a Deed of Easement and Maintenance Agreement, including Exhibit A, for the acquisition of certain easement over, across, under and through portions of the Grantor’s Property; and

WHEREAS, the Mayor and Council, as the duly constituted legislative body of the City of Hagerstown, has determined that it is in the best interest of the citizenry in general to accept this easement for the City of Hagerstown, as indicated on the attached Deed of Easement and Maintenance Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor and Council do hereby approve and accept the offer of easement made by the Grantor, of a Perpetual and Permanent Water Easement and the right of ingress all for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, the Facilities across, over and under the parcel of land graphically depicted, identified and labeled as “W/L Easement” on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated October 15, 2025 and attached to the Deed of Easement and Maintenance Agreement.

3. That the easement pursuant to the terms of the attached Deed of Easement and Maintenance Agreement is hereby approved.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and deliver the attached Deed of Easement and Maintenance Agreement, and any additional documentation, and to take any additional steps necessary to effectuate the purpose of this Resolution.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

Date of Introduction: October 28, 2025
Date of Passage: October 28, 2025
Effective Date: October 28, 2025

PREPARED BY:
Salvatore & Morton, LLC
City Attorneys

Election District No. 17
Part of Property Map 318, Parcel No. 825-1
Tax Parcel ID No.: 17-067165

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____ 2025, by and between **LP1 LLC, a Maryland limited liability company** (the "**Grantor**") and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland (the "**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 for the purpose of constructing, operating, maintaining, repairing, replacing and removing, as needed, below-ground water lines and the necessary accessories, fixtures and appurtenances related thereto (collectively, the "**Facilities**"), across, over and under the triangular shaped portion of land having sides +/- 14.64' in length and hypotenuse measuring +/- 20.71' as graphically depicted, identified and labeled as "W/L Easement" on the easement exhibit prepared by Frederick, Seibert & Associates, Inc., dated October 15, 2025 and attached hereto and incorporated herein collectively as **Exhibit A**,

BEING a portion of the property conveyed to Grantor by Lyles Properties, LLC, a Maryland limited liability company by deed dated June 13, 2022 and recorded among the Land Records of Washington County, Maryland, in Book 7034, Page 143, as modified by Final Plat of Subdivision recorded among the Land Records of Washington County, Maryland as Plat Nos. 11900-11902 and Deed from Sunshine Development 25 LLC, a Maryland limited liability company dated August 29, 2025 and recorded among the Land Records of Washington County, Maryland in Book 7753, Page 1.

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 Facilities clear and functioning so as not to cause backups or damage 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 Facilities.
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 and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

[SIGNATURES ON FOLLOWING PAGE]

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

GRANTOR

LP1 LLC,
a Maryland limited liability company

By: The David C. Lyles Living Trust,
dated December 20, 1999, Sole Member

By:

_____(SEAL)

David C. Lyles, Trustee

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 **David C. Lyles** who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of LP1 LLC and that he is authorized to make this acknowledgement as Trustee of the David C. Lyles Living Trust, dated December 20, 1999, Sole Member of LP1 LLC, 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:

GRANTEE

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

_____(SEAL)

By:

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 foregoing, 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:

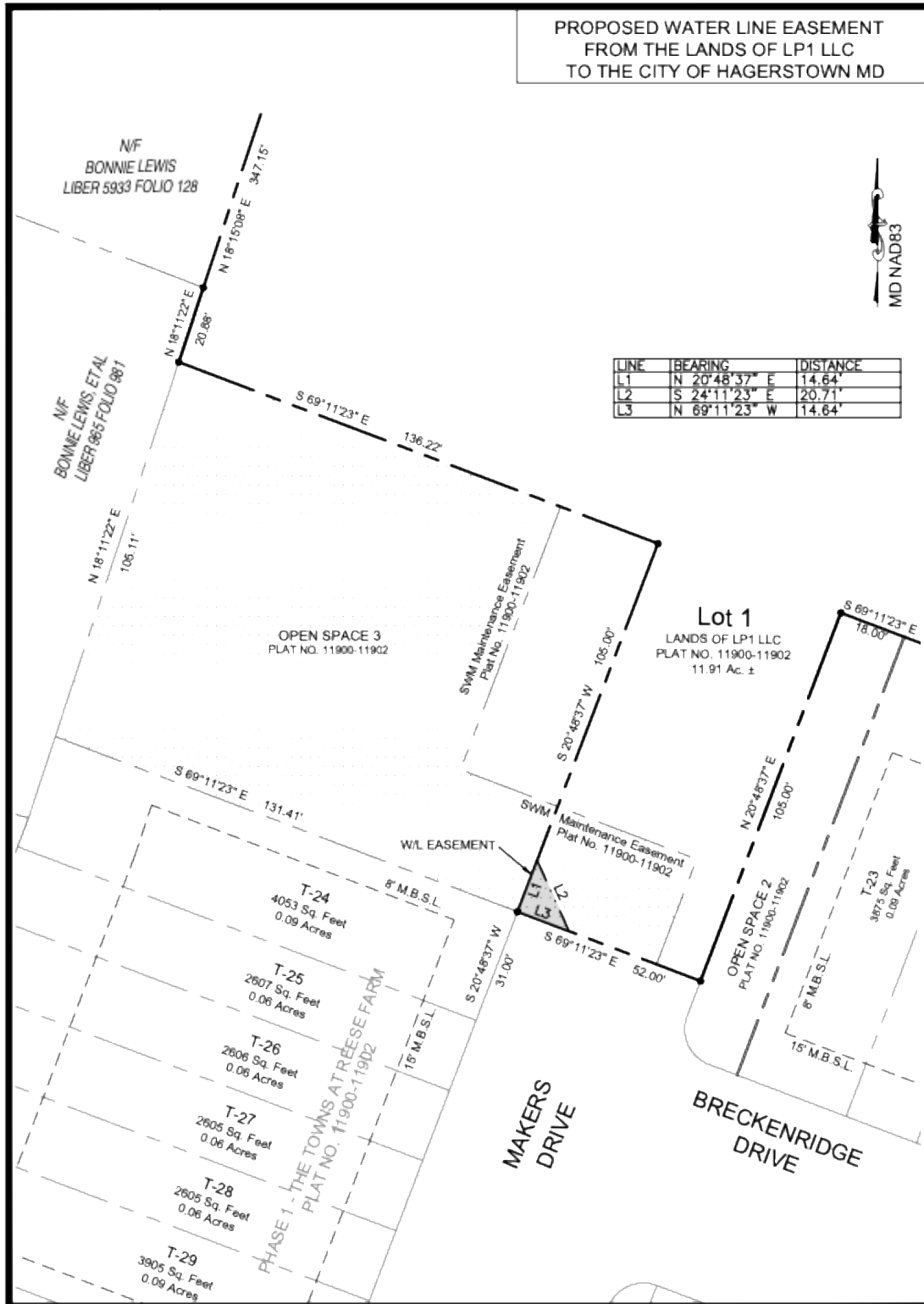
I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Supreme Court of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Jason Morton

Mail to:

City of Hagerstown
Attn: Donna K. Spickler, City Clerk
1 East Franklin Street
Hagerstown, MD 21740

Exhibit A



TAX MAP 318-0-826		FREDERICK, SEIBERT & ASSOCIATES, INC. © 2025 fsa-inc.com CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS		PROJECT NO 6137.2	
DWN BY JTK	DATE 10/15/2025				
PROJECT MANAGER DST	EMAIL dstroble@fsa-inc.com				
SCALE 1" = 30'					
SHEET 1 OF 1		128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.2660	20 WEST BALTIMORE STREET GREENCASTLE, PA 17225 717.597.5067	505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111	15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.567.9880

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

Topic:

Adoption of a Resolution - Agreement to Delayed Construction of a Public Street - Haven Road II Annexation, Case No. A-2007-06

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_Resolution_FY26.pdf

Description

Adoption of a Resolution - Agreement to Delayed Construction of a Public Street - Haven Road II Annexation, Case No. A-2007-06

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 28, 2025

TOPIC: **Adoption of a Resolution** - Agreement to Delayed Construction of a Public Street - Haven Road II Annexation, Case No. A-2007-06

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

MOTION: I hereby move that the Mayor and Council adopt a Resolution for Stephanie Jordan/KRJ, LLC, pertaining to property within the municipal boundaries of the City of Hagerstown, to amend the Petitioner's *Third Revised Petition for Annexation*, by increasing the number of dwelling units that may be constructed on the subject property prior to the construction of a public street connecting Haven Road and Crestwood Drive from 100 dwelling units to 206 dwelling units.

DATE OF PASSAGE:	10/28/25
EFFECTIVE DATE:	10/28/25

RESOLUTION NO.

RESOLUTION OF THE MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND TO AGREE TO DELAYED CONSTRUCTION OF CRESTWOOD DRIVE.

WHEREAS, by Resolution No. R-07-32, enacted on February 26, 2008, attached hereto and made a part hereof, and effective as of April 11, 2008, the Mayor and Council of the City of Hagerstown, Maryland annexed an area of approximately 52 acres, more or less, as described in the attached Resolution and appended *Third Revised Petition for Annexation*; and

WHEREAS, as part of its intended 2008 development plans, parts of which were described in its *Third Revised Petition for Annexation*, the petitioner proposed building a public street connection between Haven Road and Crestwood Drive before more than 100 dwelling units were constructed within the annexed area; and

WHEREAS, the Maryland Department of the Environment has since required design of the development on this annexed tract to mitigate unforeseen off-site flooding issues originating outside of the municipal boundary, resulting in extensive delays in development of this tract and construction thereon; and

WHEREAS, the Development Plan for the annexed tract approved by the Planning Commission on July 12, 2023 approved substantially fewer dwellings on the tract than the maximum of 376 units described in the *Third Revised Petition for Annexation*; and

WHEREAS, the first three planned phases of the Development Plan will permit construction of 206 single-family detached and townhouse dwelling units on fee-simple lots, with three points of ingress/egress to the development; and

WHEREAS, the Planning Commission found that these three points of access are sufficient to serve the 206 units proposed for the first three phases of the Development Plan; and

WHEREAS, the Planning Commission recommends that the Mayor and City Council allow 206 lots to be platted and homes constructed with these three ingress/egress points as they appear on the Development Plan and the plats for Phases 1, 2 and 3 of the development prior to building public street access to Crestwood Drive; and

WHEREAS, the Mayor and City Council acknowledge the change in circumstances, namely the requirements of the Maryland Department of the Environment;

Now, therefore, be it RESOLVED by the Mayor and City Council of the City of Hagerstown, Maryland that:

Paragraph #7 of the *Third Revised Petition for Annexation* as attached to Resolution No. R-07-32, is hereby amended to read as follows:

7. The main point of ingress/egress to the new development is Haven Road. Crestwood Drive (to the northeast) will be connected or stubbed to the development on the Property, with no more than 206 units to be constructed before the connection to Crestwood Drive is made.

The remainder of Paragraph 7 and the remainder of the Petition are unchanged.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

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

Donna K. Spickler,
City Clerk

By: _____
William McIntire
Mayor

Date of Enactment: 10/28/25
Effective Date: 10/28/25

RESOLUTION NO. R-07-32

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED, AND TO CLARIFY THE AREA OF ANNEXATION IN THE PREVIOUS ANNEXATION RESOLUTION No. R-05-41.

WHEREAS, by Resolution No. R-05-41 enacted on November 22, 2005, attached hereto and made a part hereof, and effective as of January 6, 2006, the Mayor and Council of the City of Hagerstown, Maryland, intended to annex an area containing 51.96 acres of land, more or less, into the corporate boundaries of the City of Hagerstown; and

WHEREAS, the area annexed by Resolution No. R-05-41 inadvertently contained an inaccuracy in the property description which raised certain territorial and legal issues and cast doubt upon the legal validity of the entire Annexation and of Resolution No. R-05-41; and

WHEREAS, pursuant to Article 23A, Section 19(b) of the Annotated Code of Maryland, the Mayor and Council hereby introduce this Annexation Resolution for the sole purpose of annexing the correct description of the Annexation previously described in Resolution No. R-05-41 enacted on November 22, 2005, and de-annexing of a small area that was included in the area annexed in said Resolution; and

WHEREAS, a proposal to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition/Consent to Annexation signed by the requisite number of persons as prescribed, and to be popularly known as the "Haven Road II/A-2007-06" Annexation for identification; as set forth in Article 23A, Section 19 (c) of the Annotated Code of the Public General Laws of Maryland, as residents, registered voters, and owners of the realty contained within the areas to be annexed; and same is incorporated herein by reference as if set forth into and made a part hereof. See **Exhibit A**; and

WHEREAS, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on said Petition/Consent, and has ascertained that the requirements of Article 23A, Section 19, of the Annotated Code of the Public General Laws of Maryland entitled "Annexation", as more fully appears from the certificates of verification subscribed by Donna K. Spickler, City Clerk, which certificates were presented at this meeting and made part hereof, have been met. See **Exhibit B**; and

WHEREAS, the Petition for Annexation meets all the requirements of the law, and pursuant to Article 23A, Section 19 (o), of the Annotated Code of Maryland, the Annexation was referred to the appropriate State, Regional, and County planning authorities.

WHEREAS, the County Commissioners of Washington County have considered the proposed annexation, and found that the proposed zoning is consistent with the County's zoning; and,

R-07-32

WHEREAS, the proposed zoning of the area to be annexed to the corporate limits, was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhoods and vicinities of the areas, and have approved the same and that the rezoning for said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time;

Section 1. Now, Therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that:

- a) The boundaries of the City, pursuant to the provisions of Article 23A, Section 19(b) and (c), be and are hereby amended so as to annex and include within said City all that certain area of land together with the persons residing therein (there being none) and their property, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit C** attached hereto and made a part thereof; and;
- b) Part of the area described in the previous Annexation in Resolution No. R-05-41 specifically that portion of parcel 1451 (recorded as owned by W.V.Jr. & B.C. Hunt at L. 1565, F662) that was outside the City boundary prior to Annexation Resolution No. R-05-41 as well as a small strip of land connecting the above portion of parcel 1451 to Haven Road and that portion of Haven Road leading to the City boundary, is hereby de-annexed, and is no longer within the boundary of the City.

Section 2. And be it further resolved by the Mayor and City Council, that the subject property to be annexed shall have a zoning classification of R3 upon annexation.

Section 3. And be it further resolved that the conditions and circumstances applicable to the change is said boundaries and to the residents and property with the area so annexed, are as follows:

- (a) That all conditions and provisions set forth in the attached Resolution No. R-05-41 enacted on November 22, 2005, are incorporated herein and made a part hereof, except for the actual description of the land to be annexed.
- (b) That all land use and zoning approvals and entitlements secured to date by KRJ, LLC, including, without limitation, Concept Plan Approval, sewer tap allocations and the respective benefits and burdens established by way of that certain Third Revised Petition for Annexation (attached) (collectively, the "Existing Approvals"), shall continue to be valid and effective and are hereby intended to be ratified and confirmed.
- (c) That the description of the corporate boundaries of the City of Hagerstown is hereby amended and said new description to be filed in accordance with the provisions of the Annotated Code of Maryland and the Charter of the City of Hagerstown.

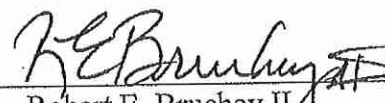
Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and City Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject, however to the right of referendum as contained in Article 23A of the Maryland Code, as amended.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

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


Donna K. Spickler
City Clerk

By: 
Robert E. Bruchey II
Mayor

Dated Introduced: 12/18/07
Hearing Date: 01/29/08
Final Enactment: 02/26/08
Effective Date: 04/11/08

Third Revised Petition For Annexation

**THIRD REVISED PETITION FOR ANNEXATION
OF 51.96 ACRES, MORE OR LESS
INTO THE CITY OF HAGERSTOWN**

BY THIS PETITION, request is herewith made to the Mayor and Council of the City of Hagerstown, Maryland, to annex 51.96 acres of land, more or less ("the Property"), into the corporate limits of the City of Hagerstown, Maryland (hereinafter "the City"). The area to be annexed is contiguous to and adjoins the existing corporate boundaries of the City on its northern boundary; and this annexation will not create any area completely surrounded by the corporate boundaries of the City which is not included within the said corporate area (commonly called "an enclave"). The area to be annexed is more particularly described by a metes and bounds legal description which is attached hereto as EXHIBIT I, and made a part of this Petition, and shown on an annexation plat attached hereto as EXHIBIT II and made a part hereof.

1. The undersigned Petitioner shall pay the costs of the Annexation Petition or Resolution, including any required advertising costs.
2. The Property shall be added to the corporate boundaries of the City and be subject to the provisions of the Charter of the City except as provided herein.
3. Municipal ad valorem real estate taxes ("City taxes") shall not be imposed on the Property until the earlier to occur of the following:
 - a) Petitioner, or its successors and assigns of the Property, obtains a recorded subdivision plat for all or part of the Property, in which case City taxes would be assessed on such portion(s) of the Property having a recorded subdivision plat; or
 - b) Petitioner, or its successors and assigns of the Property, obtains an approved site improvement plan for all or part of the Property, and actual improvements are made to the Property pursuant to such improvement plan, in which case City taxes would be assessed on such portion(s) of the Property having an approved improvement plan and on which actual improvements have been constructed.
 - c) Five (5) years from the Effective Date of the Annexation Resolution.
4. Extension of sanitary sewer, water and storm drain lines, streets, curbs, and all other public improvements typically provided by the City within the area to be annexed, to the extent allowed by law and unless provided otherwise by the Annexation Resolution or by written

agreement, shall be at the expense of the Petitioner and shall be at no cost to the City. Provided such extensions are requested under the terms outlined above, the City will provide water service to the Property. The provision of sewer service for development of the Property is subject to the Consent Judgement of January 15, 2005. Approval of sewer applications shall be limited by the Sewer Capacity Allocation Program ("SCAP"). All water and sewer tap fees will be paid by the Petitioner (or its successors or assigns) to the City, and all water and sewer engineering plans will be submitted to the City for review and approval. Petitioner agrees to take, at its expense, whatever steps are required to construct necessary sewer and water system improvements as required by the Water and Sewer Department in accordance with the City Policy and Practices.

5. Subject to all appropriate laws and administrative requirements, the Property shall be zoned by the City, at the time of annexation, to the R3 (Residential) District.

6. Petitioner agrees that the Property will be used for single-family detached, townhouses, and multiple family dwellings consisting of "two over two" townhouse condominiums, with the total number of dwelling units to be limited to a maximum of 376 dwelling units; provided, however, that this maximum number may be increased with the approval of the Mayor and Council of the City of Hagerstown in order to accommodate the inclusion of workforce housing units on the Property. The single-family detached dwellings shall be constructed on the eastern portion of the Property located between the apartment complex to the west and the cemetery to the east, as shown on the Concept Plan attached hereto as EXHIBIT III and made a part hereof. The development of the Property shall be subject to all applicable City ordinances, rules and regulations, except as provided herein.

7. The main point of ingress/egress to the new development is Haven Road. Crestwood Drive (to the northeast) will be connected or stubbed to the development on the Property, with no more than 100 units to be constructed before the connection to Crestwood Drive is made. Kensington Drive (or whatever name is designated to the access to the south), may be connected or stubbed to the development of the Property as determined by the Mayor and Council or the City Traffic Engineer based on a traffic study to be prepared by the developer at the developer's expense.

The streets shall be constructed per the City's Public Ways Construction Standards by the developer and then offered for dedication and maintenance to the City of Hagerstown. Necessary improvements to existing public roads shall be completed at the direction of the City

Engineer at the developer's expense. At a minimum, Haven Road shall be improved per the City's Public Ways Construction Standards along its entirety including curb, sidewalk's and street trees.

A Traffic Study will be prepared by the developer at the developer's expense and shall be in conformance with the City's Guidelines for Traffic Impact Studies. These studies may identify improvements that are required on existing streets near the proposed annexation and subsequent development. Improvements to failing intersections or upgrades to Levels of Service may be a result of the Traffic Study and shall be at developer's expense.

If additional signalization at Haven Road/Pennsylvania Avenue is warranted, the signal shall be installed by the developer at his expense. Necessary hardwire interconnection with other existing signals on the Pennsylvania Avenue corridor will be required.

8. At least fifteen percent (15%) of the total gross site area of the Property will be reserved in Forest Basement/afforestation plantings, which shall include a thirty-five foot (35') buffer on the south side of the Property against the Woodlands North neighborhood.

9. The Petitioner shall make a good faith effort to work with the owner of the adjoining Hagerstown Business College property to provide land for a 30 to 50 space parking lot.

10. In the event the City adopts an Adequate Public Facilities Ordinance ("APFO"), the Property shall be subject to an APFO phasing schedule that will allow at least 25 lots to be recorded and 25 housing units to be constructed per year. However this number may be less in a given year if sewer capacity is not available pursuant to the SCAP, in which case the number of units to be constructed will be equal to the number of sewer allocations available under the SCAP for that year. Notwithstanding the above, the number of housing units that may be constructed per year may be greater than 25 if the City does not adopt an APFO, or if additional units would be permitted under an adopted APFO, and if additional sewer allocations are available under the SCAP. Notwithstanding any other City law, ordinance, regulation or policy, if the development of the Property is subject to any APFO phasing schedule or lot recordation or building permit limitation under the SCAP or the City's Water Allocation Limitation Policy ("WALP"), the developer shall be entitled to accumulate sewer and water allocations and APFO rights or exemptions and carry them over to subsequent years without losing such sewer or water allocations or APFO rights or exemptions, unless prohibited by the Maryland Department of the Environment. The purpose of this provision is to allow the developer to build more than the

annual number of APFO, SCAP, or WALP allocated units in a given year; provided, however, that no more than 50 units may be constructed in a single year for any given year of development. Notwithstanding the above, the annual number of allocated units in a given year may be increased with the approval of the Mayor and Council of the City of Hagerstown in order to accommodate the inclusion of workforce housing units on the Property.

11. There are no persons who currently reside in the area to be annexed and who are registered voters in the precinct in which the real property to be annexed is located. Petitioner is the owner of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed.

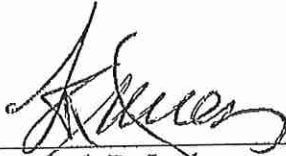
WITNESS the execution of this Petition by the undersigned Petitioner on the 22nd day of November, 2005.

WITNESS:

KRJ, LLC

_____

By:

_____(SEAL)
Kenneth R. Jordan
Title: Member

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

Topic:

Approval of Free Holiday Parking in the Parking Decks and Garage

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Free_Holiday_Parking_in_the_Parking_Decks_and_Garage_Council_Packet.pdf

Free Holiday
Parking in the
Parking Decks
and Garage



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: October 2, 2025

RE: Free Holiday Parking in the Parking Decks and Garage

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval to provide free holiday parking in the three parking facilities (University Parking Deck, Arts & Entertainment District Parking Deck, and the Hub City Garage) during the holiday season. Parking will be free Friday evenings and weekends from Thanksgiving through the end of December.

DISCUSSION

Staff is proposing to provide free parking each Friday evening and weekends starting on Friday, November 28, 2025. Beginning at 5:00 pm on Fridays, the cost to park in the parking decks and garage will be Zero Dollars (\$0) through the weekend. Paid parking would resume on the Mondays at 6:00 am.

The program will begin on the Thanksgiving holiday weekend and continue through Sunday, December 28, 2025. Parking will continue to be free on the streets and parking lots after 5:00 pm weekdays and free on the weekends as always. Parking will be free on the streets, lots, and parking facilities on January 1, 2026, for the holiday.

FINANCIAL IMPACT

The estimated loss of revenue will be \$55,000 to \$60,000.

RECOMMENDATION

This program has been in place for over 15 years. Staff recommends to continue the program this year as well.

Att: 2025 HOLIDAY FREE PARKING DATES

C: Parking Division
Finance Department

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

2025 HOLIDAY FREE PARKING DATES

Thursday, November 27, 2025:	Free All Day – City Holiday
Friday, November 28, 2025:	Free All Day - City Holiday
Saturday, November 29, 2025:	Free All Day
Sunday, November 30, 2025:	Free All Day
Monday, December 1, 2025:	Paid Parking Resumes At 6 a.m.
Friday, December 5, 2025:	Free After 5 p.m.
Saturday, December 6, 2025:	Free All Day
Sunday, December 7, 2025:	Free All Day
Monday, December 8, 2025:	Paid Parking Resumes At 6 a.m.
Friday, December 12, 2025:	Free After 5 p.m.
Saturday, December 13, 2025:	Free All Day
Sunday, December 14, 2025:	Free All Day
Monday, December 15, 2025:	Paid Parking Resumes At 6 a.m.
Friday, December 19, 2025:	Free After 5 p.m.
Saturday, December 20, 2025:	Free All Day
Sunday, December 21, 2025:	Free All Day
Monday, December 22, 2025:	Paid Parking Resumes At 6 a.m.
Wednesday, December 24, 2025:	Free Parking All Day – City Holiday
Thursday, December 25, 2025:	Free Parking All Day – City Holiday
Friday, December 26, 2025:	Free Parking All Day
Saturday, December 27, 2025:	Free All Day
Sunday, December 28, 2025:	Free All Day
Monday, December 29, 2025:	Paid Parking Resumes At 6 a.m.
Thursday, January 1, 2026:	Free All Day – City Holiday

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2025

TOPIC: **APPROVAL OF FREE HOLIDAY PARKING IN THE PARKING DECKS AND GARAGE**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council to approve holiday parking that allows for free parking each weekend commencing at 5:00 p.m. Friday evenings and all day Saturday and Sunday in the University District Parking Deck, the Arts & Entertainment District Parking Deck, and the Hub City Garage beginning Friday, November 28, 2025, through Sunday, December 28, 2025. Paid parking would resume each Monday morning at 6:00 a.m. Exact dates and times are attached.

Full parking operations will resume on Monday, December 29, 2025.

Parking at the street meters and parking lot meters will continue to be free after 5:00 p.m. on weekdays; every Saturday and Sunday; and on City holidays.

DATE OF INTRODUCTION:	October 28, 2025
DATE OF PASSAGE:	October 28, 2025
EFFECTIVE DATE:	October 28, 2025

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

Topic:

Approval of Funding Support for Community Coalition

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_Community_Coalition_Lobbyist.pdf

Description

Motion: Community Coalition
Lobbyist

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 28, 2025

TOPIC: Approval of Funding for a Community Coalition Lobbyist

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

MOTION: I hereby move for Mayor and Council authorization of the expenditure of \$5,000.00 from the General Fund operating budget in order to contribute toward hiring John Favazza with the firm of Mannis, Canning & Associates, as the Community Coalition Lobbyist. Other committed partners include the Washington County Commissioners, Convention and Visitors' Bureau, Washington County Free Library, Greater Hagerstown Committee, the Community Foundation, Hagerstown Community College, Town of Williamsport, Washington County Chamber of Commerce, and CHIEF (Washington County Industrial Foundation).

DATE OF PASSAGE: October 28, 2025

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

Topic:

Approval of International Association of Fire Fighters (IAFF) 1605 Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of Contribution to the Washington County Historical Society

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

102825_RS_WCHS.pdf

Description

Approval of Contribution to
the WCHS

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 28, 2025

TOPIC: **Approval of Contribution to the Washington County Historical Society**

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

MOTION: I hereby move for the Mayor and City Council to approve a financial contribution to the Washington County Historical Society of up to \$40,000 for a feasibility study of the possible reuse of the former Discovery Station building located at 101 W. Washington Street. The total expected cost of the study is \$50,000 plus contingency not to exceed \$10,000. The Washington County Historical Society is contributing \$20,000.

The City contribution will be paid from the Economic Redevelopment fund.

The Mayor and City Council request staff seek a Washington County contribution towards the \$40,000 need of the Washington County Historical Society.

DATE OF INTRODUCTION:	10/28/25
DATE OF PASSAGE:	10/28/25
EFFECTIVE DATE:	10/28/25

**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, October 28, 2025. Topics are to be germane to City business. 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: