

**Regular Session (35th Voting Session)  
Mayor and City Council  
April 28, 2026  
Agenda**

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**7:00 PM - April 28, 2026 - REGULAR SESSION -Council Chambers, 2nd floor, City Hall**

**I. CALL TO ORDER**

Mayor William B. McIntire

**II. INVOCATION**

**III. PLEDGE TO THE FLAG**

**IV. ANNOUNCEMENTS**

- A. A. Rules of Procedure – *Effective November 18, 2025*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
  - 1. Tuesday, May 5, 2026 – Work Session at 4:00 p.m.
  - 2. Tuesday, May 12, 2026 – Work Session at 4:00 p.m.
  - 3. Tuesday, May 12, 2026 – Public Hearing at 7:00 p.m.  
FY27 Property Tax Rate  
FY27 Budget  
Water and Wastewater Rates
  - 4. Tuesday, May 19, 2026 – Work Session at 4:00 p.m.
  - 5. Tuesday, May 26, 2026 – Regular Session at 1:00 p.m.

**V. APPOINTMENTS**

- A. Planning Commission  
Hagerstown Housing Authority

**VI. GUESTS**

If I Were Mayor Contest Essays from Paramount Elementary School Students

**VII. AGENDA ITEM CITIZEN COMMENTS**

**AGENDA ITEM CITIZEN COMMENTS HAS BEEN REVISED TO CITIZEN COMMENTS**

Thirty minutes (30) are allotted for Citizen Comments for items germane to City of Hagerstown business.

Anyone wishing to speak during a Regular Session must pre-register using the form found on the City's website: [www.hagerstownmd.org](http://www.hagerstownmd.org) no later than twenty-four (24) hours prior to the scheduled start of the meeting. Failing to pre-register accurately may result in a speaker not being permitted to speak. Speakers will be called in the order they pre-

registered. Each speaker will be permitted to speak for three (3) minutes.

## **VIII. MINUTES**

March 3, 2026, March 10, 2026, March 17, 2026 and March 24, 2026

## **IX. CONSENT**

### **A. City Clerk**

1. Open Container Exemptions and Road Closures – June 5, 2026 and June 27, 2026 Events

### **B. Fire**

1. PPE Gear Extractors and Dryers – L. N. Curtis (Walnut Creek, CA) \$ 47,897.26

### **C. Technology and Support Services**

1. Microsoft 356 Monthly to Annual License Conversion – Winslow Technology Group (Waltham, MA) \$ 167,484.80
2. Consulting Services for New ERP System - KOA Hills Consulting LLC (Reno, NV) \$ 35,150.00
3. Intellitime Gemini Interface for Workday Change Order – Intellitime Systems Corp. (Santa Ana, CA) \$11,699.00
4. GIS Managed Cloud Services Implementation – ROK Technologies (Mt. Pleasant, SC) \$ 90,000.00
5. GIS Crime Scene Dashboarding Implementation – ESRI, Inc. (Redlands, CA) \$ 26,780.00
6. Cybersecurity audit and Intune Implementation – Winslow Technology Group (Waltham, MA) \$ 47,500.00

### **D. Engineering**

1. Northern Avenue Curb and Sidewalk Improvements - Concrete Central, LLC (Hagerstown, MD) \$ 164,846.00 (*Material to be presented*)
2. Neighborhood Park Development - Antietam Creek Stream Access - Excavating Associates (Ellerslie, MD) \$ 342,913.00 (*Material to be presented*)
3. New Total Station Surveying Equipment – Leica Geosystems, Inc. (Alpharetta, GA) \$ 37,728.86
4. Hamilton Run Pedestrian Bridge – Bridge Brothers, Inc. (Pickens, SC) \$ 295,990.00
5. Golf Cart Path Construction - Beachy Companies (New Market, MD) \$ 151,650.00 (*Material to be presented*)
6. Reinstallation of RISE Sculpture near Hagerstown Cultural Trail - Adam Curtis (Ijamsville, MD) \$ 29,250.00 (*Material to be presented*)
7. Stage Construction at Wheaton Park -- NLH Corporation (New Market, MD) \$ 259,422.00 (*Material to be presented*)

### **E. Police**

1. Patrol and Narcotic Detection Canine - Tri-State K9 Services (Warren, OH) \$ 15,000.00

### **F. Utilities**

1. Light - Consulting Services: Cost of Service and Retail Rates -- GDS Associates, Inc., (Marietta, GA) \$100,000.00
2. Light - Consulting Services: Wholesale Power and Energy Market Monitoring -- GDS Associates, Inc., (Marietta, GA) \$50,000.00
3. Light - Distribution Line Transformers -- United Utility Supply, (Chambersburg, PA) \$163,316.00
4. Light - Vegetation Management -- Xylem Tree Experts LLC., (Norfolk, VA) \$75,000.00
5. Light - HVAC System Replacement -- M.S. Johnston Company, (Hagerstown, MD) \$43,625.00
6. Water and Wastewater Rate Model Update ~ NewGen Strategies and Solutions (Annapolis, MD) \$24,850.00

**X. UNFINISHED BUSINESS**

**XI. NEW BUSINESS**

- A. Introduction of an Ordinance: Rezoning of Trolley Drive/Emmert Road
- B. Introduction of an Ordinance: Rezoning of Evergreen Property – Eastern Blvd.
- C. Approval of Annexation Plan – Cline Farm
- D. Introduction of a Resolution: Annexation of Cline Farm
- E. Approval of a Resolution: Accept Offer of Dedication for Trolley Drive and Corboy Drive
- F. Approval of a Resolution: National Settlement Agreement - Six Remnant Defendants
- G. Approval of a Resolution: Easement Agreement with Bowen Investing, LLC. – Wall Mural and Rescinding Prior Resolution and Easement Agreement dated March 24, 2026
- H. Approval of a Resolution: Approval to Enter into a Memorandum of Understanding with the Hub City Chapter, National Railway Historical Society, Inc. for Locomotive 202
- I. Approval of On-Call Plumbing Services Contract May 1, 2026 through April 30, 2027
- J. Approval of Invest Hagerstown Program Update
- K. Approval to suspend acceptance of New Property Renovation Applications to the Partners in Economic Progress (PEP) Program.
- L. Approval of the Guidelines and Application Form for Bright Start – Childcare Grant Program
- M. Approval of Letter of Clarification for Lorich Zoning
- N. Approval of an Application to Appalachian Regional Commission (ARC) Direct Funding Request for Uncommitted FY 2026

**XII. GENERAL CITIZEN COMMENTS**

**XIII. CITY ADMINISTRATOR'S COMMENTS**

**XIV. MAYOR AND COUNCIL COMMENTS**

**XV. ADJOURN**

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

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**Topic:**

Mayor William B. McIntire

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Planning Commission  
Hagerstown Housing Authority

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HAGERSTOWN, MARYLAND**

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**Topic:**

Open Container Exemptions and Road Closures – June 5, 2026 and June 27, 2026 Events

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

2026\_Open\_Container\_Exemption\_for\_Additional\_Downtown\_Events\_(1).pdf

MEMO: Open  
Container  
Downtown  
Events 2026



# CITY OF HAGERSTOWN, MARYLAND

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Office of Community Engagement  
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Community Engagement Officer

DATE: March 30, 2026

SUBJECT: Open Container Exemption for 2026 Additional Downtown Events

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Staff is requesting Mayor and Council approval for exemption to the Open Container Act for two new downtown events where alcohol is being requested.

## **Action Requested**

Staff seeks approval of the following exemptions at the April 28, 2026, Regular Session:

### **Outside Organizations**

**\*NEW\* BISFA Celebration** (South Potomac Street)

- Friday, June 5, 2026

**\*NEW\* Hagerstown's International Bites & Beats** (South Potomac Street)

- Saturday, June 27, 2026

Application/permits will be submitted for Mayor's signature at least one month in advance of the event.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the applicants will go to the Liquor Board for review and final approval. They will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community Engagement, Public Works, Engineering/Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All

applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a \$2 million policy.

## APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

Unit Block of South Potomac Street

On the following date(s):

Friday, June 5, 2026

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

BISFA Foundation will be holding the liquor license during the BISFA Celebration that is taking place in the unit block of South Potomac Street on Friday, June 5, 2026, from 4:00-10:00 PM. Event organizers will provide cups that indicate who is drinking on the street. Approved downtown bars/restaurants in the unit block that may serve alcohol with proper paperwork (The Brick Tavern, Veva's on Potomac, Meinelschmidt Distillery, The Dugout Sport Bar, and Schmankerl Stube.)

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: BISFA Foundation

Applicant Address: 38 S Potomac Street, Hagerstown, MD 21740

And to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B)
2. Abide by all Statutes, Act, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or the use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.

4. The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.
5. The applicant agrees that he/she/it shall furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (See Attachment B)
6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shall govern and prevail.

Date: 4/29/2026

Name of Applicant: BISFA Foundation

By:

Address: 38 S Potomac Street  
Hagerstown, MD 21740

Phone: 240-347-4934

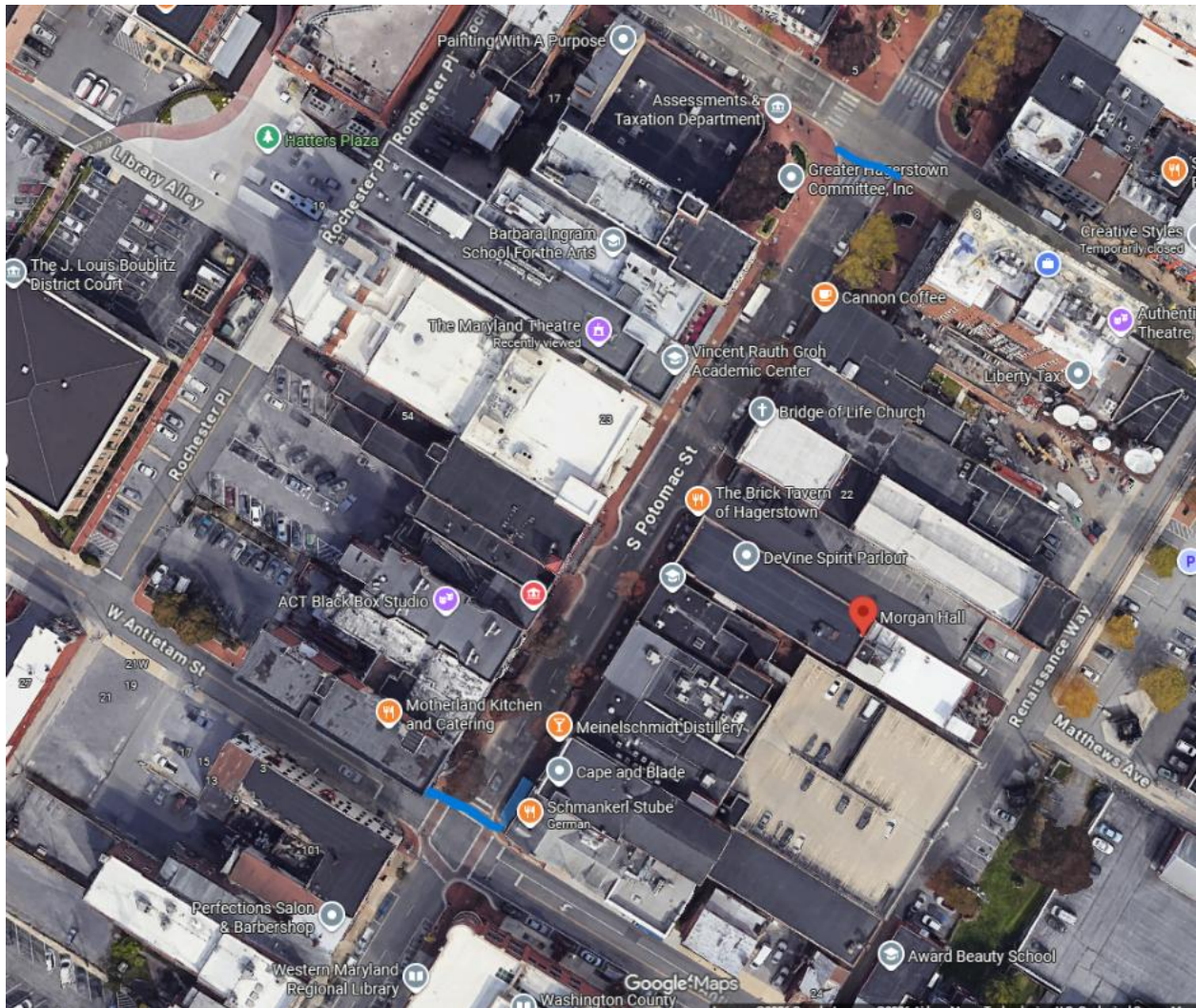
## ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. The permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By:

ATTACHMENT A



## ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. Unit block of South Potomac Street is leased for no cost to BISFA Foundation on Friday, June 5, 2026 from 4:00 - 10:00 p.m. for set-up, event, and clean-up.
2. Approved downtown restaurants/bars in the unit block of South Potomac Street will be allowed to serve alcoholic beverages and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in the designated area.
3. BISFA Foundation will sign this permit and Hold Harmless Agreement, as well as endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.



[Barizmendi@hagerstownmd.org](mailto:Barizmendi@hagerstownmd.org); 240-500-4582

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

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**Topic:**

PPE Gear Extractors and Dryers – L. N. Curtis (Walnut Creek, CA) \$ 47,897.26

**Mayor and City Council Action Required:**

**Discussion:**

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

SUBJECT: Personal Protection Equipment Extractors/Dryers

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Request approval to purchase two (2) Personal Protection Equipment (PPE) extractors and three (3) PPE dryers to enhance our department's ability to properly clean and maintain firefighter personal protective equipment.

Firefighter PPE is routinely exposed to hazardous contaminants, including carcinogens, soot, and other toxic substances encountered during emergency operations. Proper and timely decontamination is essential to reduce long-term health risks and ensure compliance with safety standards.

Currently, limitations in our cleaning capacity require the transport of contaminated gear in confined vehicles, which increases the risk of secondary exposure to personnel. The addition of two extractors and two PPE dryers will allow for on-site cleaning, significantly reducing this hazard. Eliminating the need to transport soiled gear will help protect personnel from unnecessary exposure to harmful substances.

Furthermore, increased cleaning capacity will improve turnaround times, ensuring that firefighters have access to clean, service-ready gear more quickly. This directly supports operational readiness and reduces the likelihood of personnel reusing contaminated equipment.

This investment will also contribute to extending the service life of PPE by ensuring proper care and maintenance, ultimately providing long-term cost savings to the department.

We will be utilizing a Sourcewell cooperative purchasing contract through L. N. Curtis & Sons, which ensures competitive pricing, streamlined procurement, and compliance with applicable purchasing regulations.

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

PPE\_Extractor\_and\_Dryer\_Consent.pdf

Memo\_Extractors\_and\_Dryers.pdf

Sourcewell\_contract\_PPE\_Extractors\_and\_Dryers.pdf

LN\_Curtis\_Extractor\_\_\_Dryers\_invoice.pdf

**Description**

Consent - PPE  
Extractors/Dryers

Memo - PPE  
Extractors/Dryers

Sourcewell Contract  
Extractors/Dryers

Invoice - Extractors/Dryers



**PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO**

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

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS This specialized equipment is needed for continued development and enhancement of our firefighter cancer risk reduction program and is inline with recommended national standards for decontamination.

  
 Signature / Date

  
 Signature / Date

**(2) Purchasing Agent**

COMMENTS

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

**(3) Chief Financial Officer**

COMMENTS

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

**(4) City Administrator**

COMMENTS

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



# CITY OF HAGERSTOWN, MARYLAND

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John E DiBacco  
Fire Chief

April 28, 2026

TO: Scott Nicewarner, City Administrator  
FROM: Fire Chief John E. DiBacco *J E DiBacco*  
SUBJECT: PPE Extractors/Dryers

---

Request approval to purchase two (2) Personal Protective Equipment (PPE) extractors and three (3) PPE dryers to enhance our department's ability to properly clean and maintain firefighter personal protective equipment.

Firefighter PPE is routinely exposed to hazardous contaminants, including carcinogens, soot, and other toxic substances encountered during emergency operations. Proper and timely decontamination is essential to reduce long-term health risks, support firefighter cancer prevention efforts, and ensure compliance with applicable safety standards.

Occupational cancer remains one of the leading causes of line-of-duty deaths in the fire service. Contaminants absorbed into PPE can continue to off-gas and expose personnel well after an incident if not properly cleaned. The acquisition of dedicated PPE extractors and dryers directly supports nationally recognized best practices for reducing carcinogen exposure and reinforces our commitment to protecting the long-term health and safety of our personnel.

Currently, limitations in our cleaning capacity require the transport of contaminated gear in confined vehicles, which increases the risk of secondary exposure to personnel. The addition of two extractors and three PPE dryers will allow for on-site cleaning, significantly reducing this hazard. Eliminating the need to transport soiled gear will help protect personnel from unnecessary exposure to harmful substances.

Furthermore, increased cleaning capacity will improve turnaround times, ensuring that firefighters have access to clean, service-ready gear more quickly. This directly supports operational readiness and reduces the likelihood of personnel reusing contaminated equipment.

This investment will also contribute to extending the service life of PPE by ensuring proper care and maintenance, ultimately providing long-term cost savings to the department.

We will be utilizing a Sourcewell cooperative purchasing contract through L. N. Curtis & Sons, which ensures competitive pricing, streamlined procurement, and compliance with applicable purchasing regulations.



**RFP #010424  
REQUEST FOR PROPOSALS  
for**

**Firefighting Personal Protective Equipment with Related Equipment Cleaning**

**Proposal Due Date: January 4, 2024, 4:30 p.m., Central Time**

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than January 4, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

**SOLICITATION SCHEDULE**

Public Notice of RFP Published:	November 9, 2023
Pre-proposal Conference:	November 30, 2023, 2:00 p.m., Central Time
Question Submission Deadline:	December 20, 2023, 4:30 p.m., Central Time
<b>Proposal Due Date:</b>	<b>January 4, 2024, 4:30 p.m., Central Time</b> Late responses will not be considered.
Opening:	January 4, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

## I. ABOUT SOURCEWELL

### A. SOURCEWELL

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

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

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

### B. USE OF RESULTING CONTRACTS

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

- Federal and state government entities<sup>1</sup>;
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

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

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

- Provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the Cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;
- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Members of the Canoe procurement group of Canada, and their partner associations: Canoe members are regional, local, district or other forms of municipal government, school boards, publicly-funded academic, health and social service entities in Alberta and across Canada, as well as any corporation or entity owned or controlled by one or more of the preceding entities – as well as partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, North West Territories Association of Communities, CivicInfo BC, and their members.

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

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

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

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

## **II. SOLICITATION DETAILS**

### **A. SOLUTIONS-BASED SOLICITATION**

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

**B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES**

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

1. Sourcewell is seeking proposals for Firefighting Personal Protective Equipment with Related Equipment Cleaning, such as:
  - a. Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service; including, but not limited to:
    - i. Protective Clothing;
    - ii. Helmets and related accessories;
    - iii. Other related equipment and accessories (e.g. belts, suspenders, straps, radio holders, eye protection, etc.); and,
    - iv. Firefighting apparel and station-wear, Proposers may include firefighting apparel and station-wear to the extent that these solutions are complementary to the purchase of the equipment and products being proposed.
  - b. Firefighting PPE cleaning and decontamination equipment and service; including but not limited to:
    - i. Extractors, laundry machines, mechanical dryers, drying and storing racks;
    - ii. Cleaning and decontamination service and maintenance;
    - iii. Firefighting PPE cleaning supplies; and,
    - iv. Cleaning equipment for other firefighting equipment and tools.
  - c. Services Related to the equipment described in subsections 1. a. and 1. b. above, including training, testing, service, maintenance, installation, warranty programs, and certification of gear. Proposers may include related services to the extent that these solutions are complementary to the purchase of the equipment and products being proposed.

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

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

- a. Body Armor with Related Accessories, Equipment, and Services (RFP #011221);

- b. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #113021);
- c. Public Safety Training and Simulation Equipment and Technology (RFP #011822);
- d. Medical Supply Solutions (RFP #022422);
- e. Critical Care and EMS Equipment (RFP #041823);
- f. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment Accessories, and Supplies (RFP #122123);
- g. Firefighting Equipment and Rescue Tools (RFP #TBD);
- h. Self-Contained Breathing Apparatus (SCBA) and Breathing Air Systems (RFP TBD); and,
- i. Uniforms with Related Products and Services (RFP #TBD);

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

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

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

### C. REQUIREMENTS

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

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.

3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

#### D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

#### E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

#### F. MARKETING PLAN

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

#### G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves

- the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
  6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

### III. PRICING

#### A. REQUIREMENTS

All proposed pricing must be:

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

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

#### B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally

calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

#### **IV. CONTRACT**

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

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

Exceptions must:

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

Unclear requests will be automatically denied.

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

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

#### **V. RFP PROCESS**

##### **A. PRE-PROPOSAL CONFERENCE**

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

##### **B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION**

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

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

### C. ADDENDA

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

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

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

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

### D. PROPOSAL SUBMISSION

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

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

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

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

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

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

#### E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

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

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

#### F. PROPOSAL WITHDRAWAL

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

#### G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

## VI. EVALUATION AND AWARD

### A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

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

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

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

### B. AWARD(S)

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

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

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

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50

Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
<b>TOTAL POINTS</b>	<b>1000</b>

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

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

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

D. RIGHTS RESERVED

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

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's

state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;

- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

#### E. DISPOSITION OF PROPOSALS

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

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



11/9/2023

Addendum No. 1

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

---

**Question 1:**

Are you looking for a supplier to provide these services in Canada and the United States?

**Answer 1:**

A proposer is not required to cover every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP. This RFP's resulting contracts may be used by Sourcewell's participating entities in the United States and in Canada as outlined in section 1.B. of the RFP document.

**Question 2:**

What are the administrative fees?

**Answer 2:**

Refer to section III. B., of the RFP for details on the Administrative Fee, "Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative." It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry.

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End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 11/9/2023, is required at the time of proposal submittal.



11/30/2023

Addendum No. 2

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

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**Question 1:**

Outside of our submitted dealers of record, can an end user request a dealer not stated on this list if they have a preferred supplier or there are none in close proximity?

**Answer 1:**

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

For additional detail on the requirement for awarded suppliers with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers, Distributors, and/or Resellers.

**Question 2:**

With selling into both U.S. and Canada, what is the best way to list our prices in local currency? Within the same document, separate submissions, etc.?

**Answer 2:**

Each proposer, in its discretion, will determine and propose the pricing approach that aligns with its business methods and satisfies all the requirements of the RFP Article on

Pricing. Proposers should clearly identify any costs that are not included in the proposed pricing of the equipment, products, or services.

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End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 11/30/2023, is required at the time of proposal submittal.



12/04/2023

Addendum No. 3

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

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**Question 1:**

Will there be preference given to either a vendor or a manufacturer if both bidding the same items and what if the pricing is lower for one of them? How will the award process work this time around for this type of event?

**Answer 1:**

The Sourcewell RFP is an open and competitive solicitation process. Sourcewell does not restrict the ability of interested proposers to submit a proposal in response to this RFP. A proposer is allowed to propose its entire line of equipment, products, and services falling within the requested equipment, products, or services of the subject solicitation. Proposals are evaluated based on the criteria stated in the RFP.

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End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/04/2023, is required at the time of proposal submittal.



12/14/2023

Addendum No. 4

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

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**Question 1:**

Can you kindly confirm the requirements for the Proposer's Authorized Representative? Are they required to submit a signed letter from the Proposer authorizing them to submit on their behalf? Does the user ID who submits the bid via the Sourcewell portal need to match exactly with the name listed for the Proposer's Authorized Representative in section 7 of the first page on the bid questionnaire, in order to be considered a valid submission?

**Answer 1:**

Refer to Step 1 - Table 1, Question 7, and the contents of the Proposer's Affidavit in Step 3. A Proposer's authorized representative must be identified in Question 7, and must also execute or direct the execution of the Affidavit and the submittal of the Proposal.

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End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/14/2023, is required at the time of proposal submittal.



12/15/2023

Addendum No. 5

Solicitation Number: RFP 010424

Solicitation Name: Firefighting PPE and Related Equipment Cleaning

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

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**Question 1:**

In regards to Table 2, Line Item 16, could you kindly confirm if the written authorization to act as distributor/dealer/reseller (or similar entity) must be provided for each manufacturer individually, or is it a blanket statement covering all manufacturers proposed? Is any documentation required directly from the manufacturer, or is it sufficient to simply respond within Line Item 16 affirming that we are an authorized dealer?

**Answer 1:**

It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables.

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End of Addendum

Acknowledgement of this Addendum to RFP 010424 posted to the Sourcewell Procurement Portal on 12/15/2023, is required at the time of proposal submittal.







# Quotation

<b>CUSTOMER:</b> Hagerstown Fire Department MD 929 Eldridge Dr. Hagerstown MD 21740	<b>SHIP TO:</b> Hagerstown Fire Department MD 929 Eldridge Dr. Hagerstown MD 21740	<b>QUOTATION NO.</b> 382345	<b>ISSUED DATE</b> 03/31/2026	<b>EXPIRATION DATE</b> 04/30/2026
		<b>SALESPERSON</b> LNCurtis.com weborders@lncurtis.com 877-488-0469	<b>CUSTOMER SERVICE REP</b> Angela Mackey amackey@lncurtis.com 206-622-2875	

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Circularair	Julie Statler	C207437	Net 30	FR
F.O.B.	SHIP VIA	DELIVERY REQ. BY		
SP	Standard Shipping			

**SPECIAL INSTRUCTIONS**  
 Sourcewell PPE Contract 010424  
 Hagerstown member 18203

**NOTES & DISCLAIMERS**

Thank you for this opportunity to quote. We are pleased to offer requested items below. If you have any questions, need additional information, or would like to place an order, please contact your Customer Service Rep as noted above.

**Safety Warning Notice:** Products offered, sold, or invoiced herewith may have an applicable Safety Data Sheet (SDS) as prepared by the manufacturer of the product. The SDS is provided with the product. In addition, manufacturer's safety and/or warning notices, instructions and information relating to the proper use and care of the product is provided with the product. All applicable SDS, safety and/or warning notices, instructions and other information provided with the product should be thoroughly read, reviewed, and understood prior to handling, distributing, using, reselling, or servicing any and all products provided by Curtis. Materials utilized to clean, repair, maintain and/or service your owned equipment, as well as Curtis owned equipment, may contain per- and polyfluoroalkyl substances (PFAS) to meet national standards or original equipment manufacturer specifications. For other important product notices and warnings, or to request an SDS, product specifications, manufacturer's safety notices, instructions and/or warning notices, please contact Curtis or visit <https://www.lncurtis.com/product-notices-warnings>

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
1	2	EA	CACSM-35-PRO CIRCUL-AIR	35 lb. Capacity Pro Express Soft Mount Extractor * Pre-programmed with NFPA 1851 (2020) and NFPA 1850 (2025) Recommended Wash Cycles	SFR	\$7,930.13	\$15,860.26
2	2	EA	E612 CIRCUL-AIR	PPE Express 6-Gear Drying Cabinet * Includes: (6) Gear Hangers, (6) Glove Hangers, (3) Wire Racks, & (1) Boot Rack * Dimensions: 55"(W) x 38"(D) x 82"(H) * Electrical: 240V, 1 Phase, 60Hz, 30.1A	SFR	\$10,679.00	\$21,358.00



LN	QTY	UNIT	PART NUMBER	DESCRIPTION	PL	UNIT PRICE	TOTAL PRICE
3	1	EA	E613 CIRCUL-AIR	PPE Express 6-Gear Drying Cabinet * Includes: (6) Gear Hangers, (6) Glove Hangers, (3) Wire Racks, & (1) Boot Rack * Dimensions: 55"(W) x 38"(D) x 82"(H) * Electrical: 208V, 1 Phase, 60Hz, 30.1A	SFR	\$10,679.00	\$10,679.00

Small Business  
 CAGE Code: 5E720  
 SIC Code: 5099  
 Federal Tax ID: 94-1214350  
 UEI #DDLSADSWN7U7

This pricing generally remains firm until 04/30/2026. Pricing is subject to change if product is affected by the implementation of a tariff. Contact us for updated pricing after this date.

Due to market volatility, global supply chain pressures, and supply shortages, we recommend contacting your local L.N. Curtis and sons office prior to placing your order to confirm pricing and availability. This excludes our GSA Contract and other Fixed Price Contracts which are governed by contract-specific prices, terms, and conditions.

<b>Subtotal</b>	\$47,897.26
<b>Estimated Tax Total</b>	\$0.00
<b>Transportation*</b>	\$0.00
<b>*(to be added when order ships)</b>	
<b>Total</b>	<b>\$47,897.26</b>

[View Terms of Sale and Return Policy](#)

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

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**Topic:**

Microsoft 356 Monthly to Annual License Conversion – Winslow Technology Group (Waltham, MA) \$ 167,484.80

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

M365\_Conversion\_to\_Annual\_license.pdf  
MS365\_Quote.pdf

**Description**

Consent Form  
Quote: MS365



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
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	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.
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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:**

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



303 Wyman St. Ste 299, Waltham, MA 02451-1253  
 t. (781) 471-5021 f. (617) 507-6427

# QUOTE

**Number** WTGQ77116  
**Date** 4/3/2026  
**Expiration** 5/2/2026

### Sold To

**Hagerstown MD, City of**  
 Oren Reed  
 1 East Franklin St  
 Hagerstown, MD 21740

### Ship To

**Hagerstown MD, City of**  
 Oren Reed  
 1 East Franklin St  
 Hagerstown, MD 21740

### Account Executive

**Jennifer Williams**  
**540-448-3507**  
 jwilliams@winslowtg.com

**Phone** (301) 733-8630  
**Fax**

**Phone** (301) 733-8630  
**Fax**

Line	Qty	Description	Unit Amount	Ext. Amount
1		<b>Microsoft Licensing - Annual Agreement, Annual Billing</b>		
2	219	Microsoft 365 G3 (Governmental Community Cloud Pricing) - Annual	\$403.20	\$88,300.80
3	310	Office 365 G1 (Governmental Community Cloud Pricing) - Annual	\$112.00	\$34,720.00
4	310	Enterprise Mobility + Security G3 (Governmental Community Cloud Pricing) - Annual	\$108.64	\$33,678.40
5	310	Microsoft Defender for Endpoint P1 for GCC - Annual	\$33.60	\$10,416.00
6	3	Power BI Pro (Governmental Community Cloud Pricing) - Annual	\$123.20	\$369.60

**\*\*Notes:**  
 Quoted on MHEC Contract #F05

**\*Total: \$167,484.80**

**\*Plus Applicable Taxes**  
**Payment Terms: Net 30**

## Terms and Conditions

### 1. Acceptance of Quote

By accepting this quote, the Customer acknowledges that they have carefully reviewed the proposed solution configuration. Acceptance constitutes the Customer's confirmation that the configuration as presented meets or exceeds their expectations and requirements.

### 2. Changes to Configuration

Any changes, additions, or modifications (collectively, "adjustments") to the configuration after acceptance are subject to additional costs and may require changes to the Payment Terms. These changes will require a revised quote and written approval from the Customer before implementation.

### 3. Responsibility for Review

The Customer is responsible for reviewing the configuration for accuracy, completeness, and suitability to meet or exceed the Customer's needs. Winslow Technology Group is not liable for issues arising from omissions or errors not identified by the Customer during the review process.

### 4. Validity of Quote

This quote is valid for 30 days from the date of issue, unless otherwise stated on the quote, and will expire if not accepted within 30 days. A new quote may be issued after 30 days.

### 5. Pricing

All product, pricing and other information is based on the latest information available and subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will apply if the Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [accountspayable@winslowtg.com](mailto:accountspayable@winslowtg.com). Payment terms as outlined in this quote are binding upon acceptance.

### 6. Payment Terms

Payment terms as outlined in this quote are binding upon acceptance. Any adjustments to the configuration may require changes to the payment terms.

**7. Limitation of Liability**

Winslow Technology Group (“WTG”) shall not be liable for any exemplary, punitive, indirect, incidental, special, or consequential damages arising from or in any way connected to the use or implementation or the failure to use or implement the solution as defined by the configuration. In no event will WTG’s collective aggregate liability exceed the total fees actually paid to WTG for services to which the claim relates.

**8. Manufacturer’s Terms and Conditions**

Customer acknowledges the products and solutions quoted are subject to the manufacturer's terms and conditions as listed on their website, as provided in their End User License Agreement (EULA), or other applicable documentation.

**9. Return Policy**

Customer acknowledges that the proposed configurations are subject to manufacturer return policies.

**10. Authorization**

The Customer’s acceptance of this quote constitutes authorization to proceed with the defined configuration and the Customer’s agreement to be bound by these terms and conditions.



## TERMS AND CONDITIONS

### Microsoft Subscription Licensing Billing:

There are two types of billing frequencies: Annual & Monthly. Metered service rates (such as Azure) can change within the invoice cycle. Commercial Marketplace products may have unique subscription and license terms. Leveraging Azure Cost Management + Billing can help customers analyze costs, create and manage budgets, export data, and review and act on recommendations.

**Monthly:** Microsoft subscriptions are month-to-month and automatically renew at the new metered service rates. You're billed each month for the previous month's usage.

**Annual:** Subscriptions are annual and auto-renewed. Billing is in 12 monthly payments or one annual payment per annual subscription. You are billed in advance for the next billing period for license-based services, based on number of licenses at the end of the prior billing period.

The services that Microsoft provides to you are subject to the following Terms of use ("TOU"). Microsoft reserves the right to update and modify the TOU at any time without notice to you. The most current version of the TOU can be reviewed here: <https://www.microsoft.com/en-us/legal/terms-of-use>

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

---

**Topic:**

Consulting Services for New ERP System - KOA Hills Consulting LLC (Reno, NV) \$ 35,150.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Consent -  
\_New\_ERP\_System\_KOA\_Hills\_Consulting\_4.28.26.pdf

**Description**

Consent/Backup -  
Consulting ERP System  
from KOA Hills



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS

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

 4/10/2026  
\_\_\_\_\_  
Signature / Date

**(2) Purchasing Agent**

COMMENTS

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

**(3) Chief Financial Officer**

COMMENTS

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

**(4) City Administrator**

COMMENTS

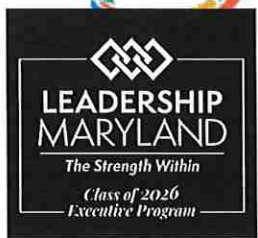
\_\_\_\_\_  
Signature / Date

## Oren Reed

---

**From:** Scott Nicewarner  
**Sent:** Monday, March 23, 2026 2:22 PM  
**To:** Oren Reed; Michelle Hepburn  
**Cc:** Tyler French  
**Subject:** RE: Emergency Approval: KOA Hills Change Order

Yes, go for it. If there is something to sign someone get it to me.



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

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



---

**From:** Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>  
**Sent:** Monday, March 23, 2026 1:14 PM  
**To:** Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Cc:** Scott Nicewarner <[SNicewarner@hagerstownmd.org](mailto:SNicewarner@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>  
**Subject:** RE: Emergency Approval: KOA Hills Change Order

Good afternoon,

In Michelle's absence, is there another way of getting emergency approval for the below? The KOA Hills PO is now out of funds. They have paused any additional work until the Change Order is signed and returned.

Thanks,

Oren Reed

---

**From:** Oren Reed  
**Sent:** Friday, March 13, 2026 5:27 PM  
**To:** Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>  
**Cc:** Scott Nicewarner <[SNicewarner@hagerstownmd.org](mailto:SNicewarner@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>  
**Subject:** Emergency Approval: KOA Hills Change Order

Hello Michelle,

I'm writing to request emergency approval for the attached KOA Hills Change Order as our current agreement is low on funds and cannot support the all the additional work required to maintain the Workday project continuity. This change order addresses additional hours needed to support advanced MUNIS support and data extractions. Without prompt approval, we risk impacts to the project workflows that are already in progress. If this Change Order is approved, I would like to bring a consent to Mayor and Council next month for official approval.

Thanks,

Oren Reed



Oren Reed  
IT Manager  
Information Technology Dept  
Phone: 301-766-4071  
Email: [oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)  
1 East Franklin Street  
Hagerstown, MD 21740

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



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**KoaHills**  
CONSULTING

## Project Change Order 001

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

3/12/2026

Data Conversion Assistance

### Description of Change

Addition of 185 hours of Data Conversion assistance to the original purchase of 175 hours.

### Reason for Change

Additional hours to assist with data conversions.

Cost Summary	Hours	Rate	Total
Data Conversion Assistance	185	\$190	\$35,150
<b>Total Cost of Change</b>			<b>\$35,150</b>

Please confirm your acceptance by signing below:

Signature

Print Name

SCOTT NIEKWARNER

Date

3/23/26





Bill To

CITY OF HAGERSTOWN  
1 EAST FRANKLIN STREET  
HAGERSTOWN, MD 21740  
Phone: 301-739-8577

Purchase Order

Fiscal Year 2025

Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20251550 - 02**

Delivery must be made within doors of specified destination.

Vendor

KOA HILLS CONSULTING LLC  
PO BOX 58  
RENO, NV 89504

Ship To

FINANCE & ACCOUNTING  
1 EAST FRANKLIN STREET  
4TH FLOOR  
HAGERSTOWN, MD 21740  
Phone: 301-739-8577 EXT 156

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
775-622-5466		1938	PO TO FINANCE
DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS
06/12/2025	6006		
DEPARTMENT/LOCATION			
FINANCE & ACCOUNTING			
NOTES			

ANALYST ON DEMAND SERVICES - MUNIS TO WORKDAY

The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #	QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	ANALYST ON DEMAND SERVICES TO ASSIST WITH CONVERSION FROM MUNIS TO WORKDAY GL Account: 0107200 - 5309	175.0	EACH	\$190.00	\$33,250.00
2	MODIFIED: ADDITION OF 185 HOURS OF DATA CONVERSION ASSISTANCE TO THE ORIGINAL PURCHASE OF 175 HOURS; CHANGE ORDER 001 GL Account: 0107200 - 5309	185.0	EACH	\$190.00	\$35,150.00

CHANGE ORDER

Total Ext. Price	\$68,400.00
Total Sales Tax	\$0.00
Total Freight	\$0.00
Total Discount	\$0.00
Total Credit	\$0.00
<b>Purchase Order Total</b>	<b>\$68,400.00</b>

*[Signature]*

Procurement Administrator

Vendor Copy



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

---

**Topic:**

Intellitime Gemini Interface for Workday Change Order – Intellitime Systems Corp. (Santa Ana, CA) \$11,699.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Intellitime\_Gemini\_Implementation.pdf  
20260410122612728.pdf

**Description**

Consent Form  
Quote



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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**REVIEWED AND APPROVED AS FOLLOWS:**

<p><b>(1) Department Director and Division Manager</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

<b>IntelliTime Change Order Request Number: 7110-0035</b>	
<b>Change Order Type: <u>Fixed Cost</u></b> <i>For fixed cost/scope change orders please note that this is an estimate. If additional hours are needed an additional change order would be pursued.</i>	
<b>Client: Hagerstown</b>	<b>Change Order Title: Gemini Interface</b>
<b>Date: 2025-09-16</b>	<b>Requested Due Date: TBD</b>
<b>Sales Representative:</b> Dennis Peters 714-444-3020x105	<b>IntelliTime Project Manager:</b> Amanda Peters 714-444-3020x106
<b>Customer Technical Contact:</b> Dave Gordon	<b>Customer Technical Contact:</b> (301) 739-8577 ext 162
<b>Customer Project Manager:</b> Kristine Cline	<b>Contact Phone:</b> 301-766-4158

**Background:**

The purpose of this change order is to implement the Gemini interface, which will allow VTI to generate two separate files (as required by Workday) when a single upload is run.

**Scope:**

1. *IntelliTime is responsible for:*
  - a. Making the code and configuration changes required to implement the Gemini interface
2. *Client is responsible for:*
  - a. Clearly communicating what information will need to be in each file that is produced by the upload.
  - b. Testing what has been implemented and providing feedback
3. The pricing/budget in this change order is valid until (2025-10-15).
4. Out of scope professional services:
  - a. Can be rendered at:
    - i. \$165/hour for support/development
    - ii. \$175/hour for project management
  - b. Examples of such that may be needed by the client on this change order:
    - i. Vacation bidding
    - ii. Converting the current 365-day template, which matches up with a monthly rotation, to a different pattern

**Estimated Budget:**

Work Description	Units	Rate	Total
Professional services	1	\$9,500	\$9,500
<b>Total</b>			<b>\$9,500</b>

- Overages on the change order budget will require
  - An additional change order.
  - Or
  - Overage hours will be taken from configuration support hours if any remain.

**Payment Requirements:**

- Invoices are due 30 days after they are received. Half will be billed when the interface is delivered to the test site, and half will be billed when it is delivered to production.

**Approvals:**

IntelliTime Project Manager	Date	Customer	Date
<u>Revision History</u>	<u>Initials</u>	<u>Change</u>	
2025-09-16	AMP	Origination	

## Oren Reed

---

**From:** Kristine Cline  
**Sent:** Tuesday, March 24, 2026 11:45 AM  
**To:** Amanda Peters  
**Cc:** Dennis A. Peters; Dave Gordon; Oren Reed; Tyler French; Michelle Hepburn; Brooke Garver  
**Subject:** RE: VTI/Workday Budget Check In [Task #9890] [Task #9997]

Amanda,

I've confirmed that if we need to increase it for additional changes, we should be okay once it goes to council with this initial request. So, we will get it approved for the \$11,699 and adjust if needed in the future.

Thank you!



**Kristine Cline**  
Payroll Administrator  
**Phone:** 301-766-4158  
**Email:** [kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)  
1 East Franklin Street  
Hagerstown, MD 21740

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



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**From:** Amanda Peters <[apeters@intellitime.com](mailto:apeters@intellitime.com)>  
**Sent:** Tuesday, March 24, 2026 11:34 AM  
**To:** Kristine Cline <[kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)>  
**Cc:** Dennis A. Peters <[dpeters@IntelliTime.com](mailto:dpeters@IntelliTime.com)>; Dave Gordon <[dgordon@hagerstownmd.org](mailto:dgordon@hagerstownmd.org)>; Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>; Brooke Garver <[BGarver@hagerstownmd.org](mailto:BGarver@hagerstownmd.org)>  
**Subject:** RE: VTI/Workday Budget Check In [Task #9890] [Task #9997]

Hi,

Ok. \$2199 should work as the final number then.

Regards,

Amanda Peters  
Vice President of Customer Service  
IntelliTime Systems Corporation

[www.IntelliTime.com](http://www.IntelliTime.com)  
[apeters@intellitime.com](mailto:apeters@intellitime.com)  
714-444-3020 x106

**From:** Kristine Cline <[kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)>  
**Sent:** Tuesday, March 24, 2026 11:14 AM  
**To:** Amanda Peters <[apeters@intellitime.com](mailto:apeters@intellitime.com)>  
**Cc:** Dennis A. Peters <[dpeters@IntelliTime.com](mailto:dpeters@IntelliTime.com)>; Dave Gordon <[dgordon@hagerstownmd.org](mailto:dgordon@hagerstownmd.org)>; Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>; Brooke Garver <[BGarver@hagerstownmd.org](mailto:BGarver@hagerstownmd.org)>  
**Subject:** RE: VTI/Workday Budget Check In [Task #9890] [Task #9997]

Amanda,

We must provide this number ahead of time to get it on the agenda. We should be okay to proceed as-is. Tyler, our Procurement Administrator, is cc'ed on this and will ensure we are good to go.

Thank you,



**Kristine Cline**  
Payroll Administrator  
Phone: 301-766-4158  
Email: [kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)  
1 East Franklin Street  
Hagerstown, MD 21740

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



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**From:** Amanda Peters <[apeters@intellitime.com](mailto:apeters@intellitime.com)>  
**Sent:** Tuesday, March 24, 2026 11:11 AM  
**To:** Kristine Cline <[kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)>  
**Cc:** Dennis A. Peters <[dpeters@IntelliTime.com](mailto:dpeters@IntelliTime.com)>; Dave Gordon <[dgordon@hagerstownmd.org](mailto:dgordon@hagerstownmd.org)>; Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>; Brooke Garver <[BGarver@hagerstownmd.org](mailto:BGarver@hagerstownmd.org)>  
**Subject:** RE: VTI/Workday Budget Check In [Task #9890] [Task #9997]

Hi,

The Gemini upload is complete from my perspective, unless Workday or the City has found anything that needs to be adjusted. We haven't had a meeting since the last change was put in place to have the "go/no-go" conversation with everyone, so I can't say with 100% certainty. To be safe, I could give you a final number for that one in mid or late April, closer to 4/28.

Regards,

Amanda Peters  
Vice President of Customer Service  
IntelliTime Systems Corporation  
[www.IntelliTime.com](http://www.IntelliTime.com)  
[apeters@intellitime.com](mailto:apeters@intellitime.com)  
714-444-3020 x106

**From:** Kristine Cline <[kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)>  
**Sent:** Tuesday, March 24, 2026 11:05 AM  
**To:** Amanda Peters <[apeters@intellitime.com](mailto:apeters@intellitime.com)>  
**Cc:** Dennis A. Peters <[dpeters@IntelliTime.com](mailto:dpeters@IntelliTime.com)>; Dave Gordon <[dgordon@hagerstownmd.org](mailto:dgordon@hagerstownmd.org)>; Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>; Tyler French <[TFrench@hagerstownmd.org](mailto:TFrench@hagerstownmd.org)>; Michelle Hepburn <[MHepburn@hagerstownmd.org](mailto:MHepburn@hagerstownmd.org)>; Brooke Garver <[BGarver@hagerstownmd.org](mailto:BGarver@hagerstownmd.org)>  
**Subject:** RE: VTI/Workday Budget Check In [Task #9890] [Task #9997]

Hi Amanda,

Unfortunately, the increase for PO 20260378 (Gemini Interface) will require Mayor and Council approval, which is 4/28/26. Is the \$2,199 a final amount or this not complete yet and could have additional charges?

As for the WD PM/Configuration PO 20260299, that should be okay to increase as needed.

Thank you,



**Kristine Cline**  
Payroll Administrator  
Phone: 301-766-4158  
Email: [kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)  
1 East Franklin Street  
Hagerstown, MD 21740

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



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**From:** Amanda Peters <[apeters@intellitime.com](mailto:apeters@intellitime.com)>  
**Sent:** Monday, March 23, 2026 6:46 PM  
**To:** Oren Reed <[oreed@hagerstownmd.org](mailto:oreed@hagerstownmd.org)>; Kristine Cline <[kcline@hagerstownmd.org](mailto:kcline@hagerstownmd.org)>  
**Cc:** Dennis A. Peters <[dpeters@IntelliTime.com](mailto:dpeters@IntelliTime.com)>; Dave Gordon <[dgordon@hagerstownmd.org](mailto:dgordon@hagerstownmd.org)>  
**Subject:** VTI/Workday Budget Check In [Task #9890] [Task #9997]

Hi,

The attached labor cost reports cover the time billed to the two Workday-related POs to date. The Gemini Upload project is over by \$2199, but is (to my knowledge) pretty much done. There was a bit of overage for the PD project and I recall the PO was able to be amended to cover that. Is that an option in this case too? I wanted to check before I sent the invoices for February and March, which I will do at the beginning of April.

The employee import has been completed, SFTP transfers are now working, and ranges and pay code eligibilities are looking like they won't need to be changed. There is \$5204 remaining for the rest of the project, which is a little over 30 hours, so we're still okay there but I'll admit to having some concerns that won't be enough to see us through the end of the project. We still have plan and test converting your pay cycle, timecards, and rules from weekly to bi-weekly, and override accounting code changes are being discussed. I will be keeping a close eye on that number and will continue to keep you informed.

Regards,

Amanda Peters  
Vice President of Customer Service  
IntelliTime Systems Corporation  
[www.IntelliTime.com](http://www.IntelliTime.com)  
[apeters@intellitime.com](mailto:apeters@intellitime.com)  
714-444-3020 x106

IntelliTime Systems Corporation

Be cautious on email security. IntelliTime members will never send you an email asking you to click on a link to reset any IntelliTime resource that you did not explicitly just request. If in doubt, please email or call us.

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

---

**Topic:**

GIS Managed Cloud Services Implementation – ROK Technologies (Mt. Pleasant, SC) \$90,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

GIS\_Cloud\_Migration.pdf

ROKQuote1280\_Hagerstown\_1yr\_NoContentMigration.pdf

**Description**

Consent Form

Quote



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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:**

<p><b>(1) Department Director and Division Manager</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>	<p style="text-align: center;">_____</p> <p style="text-align: center;">Signature / Date</p>

## Quote 1280

**ROK Technologies, LLC.**  
1501 Belle Isle Avenue  
Mt.Pleasant, SC 29464

purchaseorder@roktech.net  
+1 (843) 732-3079  
www.roktech.net



**Bill to**  
City of Hagerstown  
1 E. Franklin St.  
Hagerstown, MD 21740, USA

**Ship to**  
City of Hagerstown  
**ATTN: Oren Reed**  
1 E. Franklin,  
Hagerstown, MD 21740, USA

### Shipping info

Ship date: 04/08/2026  
N/A

### Quote details

Quote no.: 1280  
Quote date: 04/08/2026  
Expiration date: 06/01/2026

**ROK Sales Rep: Jeremiah Ervin**

#	Date	Product or service	Description	Qty	Rate	Amount
1.	06/01/2026	<b>ROK Activate</b>	Task 1 - ROK Enterprise GIS AWS Cloud Setup & Implementation (one time fee) No Content Migration included.	1	\$15,000.00	\$15,000.00
2.	06/01/2026	<b>GIS Managed Cloud Services</b>	Task 2 - Monthly ROK GIS MCS Cost for CITY OF HAGERSTOWN (12 Month Contract. Start Date: June 1, 2026, End Date: May 31, 2027)	12	\$6,250.00	\$75,000.00

**Total**

**\$90,000.00**

## Note to customer

This quote is for a 1-year contract term for ROK Technologies Managed Cloud Services, provided to the City of Hagerstown, MD. The services will be delivered in accordance with the ROK SOW and MSA contract terms and conditions. Please contact ROK Technologies Account Manager, Jeremiah Ervin for further assistance or inquiries related to this quote.

**ROK Technologies Contact:**

**Jeremiah Ervin**

**P | 720.688.3322**

**E | [jervin@roktech.net](mailto:jervin@roktech.net)**

---

**Accepted date**

**Accepted by**



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

---

**Topic:**

GIS Crime Scene Dashboarding Implementation – ESRI, Inc. (Redlands, CA) \$ 26,780.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

ESRI\_Crime\_Dashboard\_Implementation.pdf  
Q-564296\_-\_PD\_Services\_Proposal\_Quote.pdf

**Description**

Consent Form  
Quote



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

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



Environmental Systems Research Institute, Inc.  
 380 New York St  
 Redlands, CA 92373-8100  
 Phone: (909) 793-2853  
 DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
**Quote is valid from: 1/14/2026 To: 4/14/2026**

## Quotation # Q-564296

Date: January 14, 2026

Customer # 25247 Contract #

City of Hagerstown  
 Information Technology  
 1 E Franklin St  
 Hagerstown, MD 21740-4859

ATTENTION: Tatiana Laramie  
 PHONE: 301-791-2579  
 EMAIL: tlaramie@hagerstownpd.org

Material	Qty	Unit Price	Total
95241	1	\$26,780.00	\$26,780.00
Consulting Services			

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Grace McDonough	<b>Email:</b> gmcdonough@esri.com	<b>Phone:</b> (909) 793-2853
--	--------------------------------------	---------------------------------

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.



# Quotation # Q-564296

Date: January 14, 2026

Customer # 25247 Contract #

City of Hagerstown  
Information Technology  
1 E Franklin St  
Hagerstown, MD 21740-4859

ATTENTION: Tatiana Laramie  
PHONE: 301-791-2579  
EMAIL: tlaramie@hagerstownpd.org

Environmental Systems Research Institute, Inc.  
380 New York St  
Redlands, CA 92373-8100  
Phone: (909) 793-2853  
DUNS Number: 06-313-4175 CAGE Code: OAMS3

*To expedite your order, please attach a copy of this quotation to your purchase order.*  
*Quote is valid from: 1/14/2026 To: 4/14/2026*

Subtotal:	\$26,780.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
<b>Total:</b>	<b>\$26,780.00</b>

This order is placed under written authorization from <fill in agency> letter dated <fill in date>. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern. The terms and conditions of this order are limited to those contained in ESRI's Federal Supply Schedule, GS-35F-253CA. Any additional terms and conditions referenced or provided with this order are not incorporated, do not apply and have no effect. GSA: THE ESRI GSA SCHEDULE IS CONTRACT #GS-35F-253CA. PLEASE REFERENCE THE CONTRACT NUMBER ON YOUR PURCHASE ORDER.

Thank you for your interest in the products and services offered by Esri. I have provided a quotation per your request. Please review the attached "Terms and Conditions" guidelines prior to submitting your order. To place an order for the items referenced in this quote, please follow the instructions provided below: PURCHASE ORDER: Send your digital, faxed, or original signed purchase order to Esri Customer Service for processing. Faxes may be sent toll-free to (909) 307-3083. CREDIT CARD: If you would like to purchase the items on the quotation via credit card, please call (800) 447-9778 and reference this quotation. CHECK/MONEY ORDER: Please mail a copy of your quotation and payment to Esri, P.O. Box 741076, Los Angeles, CA 90074-1076. If you have any questions regarding this quotation, please feel free to contact me. You will find my contact information at the bottom of the page. If you have questions following placement of your order such as order confirmation, ship date, etc., please contact Customer Service toll free at (888) 377-4575.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

<b>For questions contact:</b> Grace McDonough	<b>Email:</b> gmcdonough@esri.com	<b>Phone:</b> (909) 793-2853
<p>The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <a href="https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf">https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf</a>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <a href="https://go.esri.com/MAPS">https://go.esri.com/MAPS</a> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance of a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <a href="https://www.esri.com/en-us/legal/terms/state-supplemental">https://www.esri.com/en-us/legal/terms/state-supplemental</a> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.</p>		

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

---

**Topic:**

Cybersecurity audit and Intune Implementation – Winslow Technology Group (Waltham, MA) \$47,500.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Cybersecurity\_Audit\_and\_Intune.pdf  
Quote\_Cyber.pdf

**Description**

Consent Form  
Quote: WTG Cyber



PURCHASE / CONTRACT / CONSENT FORM
City of Hagerstown Mayor and Council

Regular Session Date: \_\_\_\_\_ Special Session Date: \_\_\_\_\_

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

Department Director or Manager: \_\_\_\_\_

Account/Project Name: \_\_\_\_\_

Account No: \_\_\_\_\_ CIP Control No. \_\_\_\_\_

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

Fiscal Year: \_\_\_\_\_ Source of Funds: \_\_\_\_\_

Table with 3 columns: Quantity, Description, Value. Includes a total row at the bottom: TOTAL VALUE OF PROJECT \$

ABOVE TO BE USED FOR: \_\_\_\_\_

RECOMMENDED VENDOR: Business Name: \_\_\_\_\_
Business Address: \_\_\_\_\_
City/State/Zip: \_\_\_\_\_

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

Table titled OTHER VENDORS with 3 columns: Firm, City/State, Total Amount

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<u>Indicate with an X</u>	<u>FOCUS AREA</u>	<u>GOAL STATEMENT</u>
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**REVIEWED AND APPROVED AS FOLLOWS:**

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



# WINSLOW Technology Group

303 Wyman St. Ste 299, Waltham, MA 02451-1253  
t. (781) 471-5021 f. (617) 507-6427

# QUOTE

**Number** WTGQ82752  
**Date** 4/3/2026  
**Expiration** 5/2/2026

### Sold To

**Hagerstown MD, City of**  
Oren Reed  
1 East Franklin St  
Hagerstown, MD 21740

### Ship To

**Hagerstown MD, City of**  
Oren Reed  
1 East Franklin St  
Hagerstown, MD 21740

### Account Executive

**Jennifer Williams**  
**540-448-3507**  
jwilliams@winslowtg.com

**Phone** (301) 733-8630  
**Fax**

**Phone** (301) 733-8630  
**Fax**

Line	Qty	Description	Unit Amount	Ext. Amount
1		<b>WTG Professional Services</b>		
2	1	Intune Implementation	\$25,000.00	\$25,000.00
3	1	M365 Security Best Practices – M365 Audit, Security & Compliance	\$22,500.00	\$22,500.00

**\*\*Notes:**

- Services Quoted on MHEC Contract #F05
- Refer to SOWs for details

**\*Total: \$47,500.00**

**\*Plus Applicable Taxes**  
**Payment Terms: Net 30**

## Terms and Conditions

### 1. Acceptance of Quote

By accepting this quote, the Customer acknowledges that they have carefully reviewed the proposed solution configuration. Acceptance constitutes the Customer's confirmation that the configuration as presented meets or exceeds their expectations and requirements.

### 2. Changes to Configuration

Any changes, additions, or modifications (collectively, "adjustments") to the configuration after acceptance are subject to additional costs and may require changes to the Payment Terms. These changes will require a revised quote and written approval from the Customer before implementation.

### 3. Responsibility for Review

The Customer is responsible for reviewing the configuration for accuracy, completeness, and suitability to meet or exceed the Customer's needs. Winslow Technology Group is not liable for issues arising from omissions or errors not identified by the Customer during the review process.

### 4. Validity of Quote

This quote is valid for 30 days from the date of issue, unless otherwise stated on the quote, and will expire if not accepted within 30 days. A new quote may be issued after 30 days.

### 5. Pricing

All product, pricing and other information is based on the latest information available and subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will apply if the Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [accountspayable@winslowtg.com](mailto:accountspayable@winslowtg.com). Payment terms as outlined in this quote are binding upon acceptance.

### 6. Payment Terms

Payment terms as outlined in this quote are binding upon acceptance. Any adjustments to the configuration may require changes to the payment terms.

## **7. Limitation of Liability**

Winslow Technology Group (“WTG”) shall not be liable for any exemplary, punitive, indirect, incidental, special, or consequential damages arising from or in any way connected to the use or implementation or the failure to use or implement the solution as defined by the configuration. In no event will WTG’s collective aggregate liability exceed the total fees actually paid to WTG for services to which the claim relates.

## **8. Manufacturer’s Terms and Conditions**

Customer acknowledges the products and solutions quoted are subject to the manufacturer's terms and conditions as listed on their website, as provided in their End User License Agreement (EULA), or other applicable documentation.

## **9. Return Policy**

Customer acknowledges that the proposed configurations are subject to manufacturer return policies.

## **10. Authorization**

The Customer’s acceptance of this quote constitutes authorization to proceed with the defined configuration and the Customer’s agreement to be bound by these terms and conditions.



## TERMS AND CONDITIONS

### Microsoft Subscription Licensing Billing:

There are two types of billing frequencies: Annual & Monthly. Metered service rates (such as Azure) can change within the invoice cycle. Commercial Marketplace products may have unique subscription and license terms. Leveraging Azure Cost Management + Billing can help customers analyze costs, create and manage budgets, export data, and review and act on recommendations.

**Monthly:** Microsoft subscriptions are month-to-month and automatically renew at the new metered service rates. You're billed each month for the previous month's usage.

**Annual:** Subscriptions are annual and auto-renewed. Billing is in 12 monthly payments or one annual payment per annual subscription. You are billed in advance for the next billing period for license-based services, based on number of licenses at the end of the prior billing period.

The services that Microsoft provides to you are subject to the following Terms of use ("TOU"). Microsoft reserves the right to update and modify the TOU at any time without notice to you. The most current version of the TOU can be reviewed here: <https://www.microsoft.com/en-us/legal/terms-of-use>

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

---

**Topic:**

Northern Avenue Curb and Sidewalk Improvements - Concrete Central, LLC (Hagerstown, MD)  
\$ 164,846.00 (*Material to be presented*)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Neighborhood Park Development - Antietam Creek Stream Access - Excavating Associates  
(Ellaerslie, MD) \$ 342,913.00 (*Material to be presented*)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

New Total Station Surveying Equipment – Leica Geosystems, Inc. (Alpharetta, GA) \$ 37,728.86

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Hamilton Run Pedestrian Bridge – Bridge Brothers, Inc. (Pickens, SC) \$ 295,990.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Golf Cart Path Construction - Beachy Companies (New Market, MD)  
\$ 151,650.00 (*Material to be presented*)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Reinstallation of RISE Sculpture near Hagerstown Cultural Trail - Adam Curtis (Ijamsville, MD) \$ 29,250.00 (*Material to be presented*)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Stage Construction at Wheaton Park -- NLH Corporation (New Market, MD)  
\$ 259,422.00 (*Material to be presented*)

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

Patrol and Narcotic Detection Canine - Tri-State K9 Services (Warren, OH) \$ 15,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260409142336885.pdf

K9\_Quotes.pdf

K9\_purchase\_memo.docx

**Description**

CONSENT FORM

QUOTES

MEMO



**PURCHASE / CONTRACT / CONSENT FORM**  
City of Hagerstown Mayor and Council

Regular Session Date: April 28, 2026 Special Session Date: \_\_\_\_\_  
 Originating Department: Police Division (if applicable): K-9  
 Department Director or Manager: Chief Paul J. Kifer  
 Account/Project Name: Single purpose patrol and narcotic detection dog  
 Account No: 0110206 5898 CIP Control No. \_\_\_\_\_  
 Budget Amount: \$ \_\_\_\_\_ Account Balance: \$ \_\_\_\_\_ Unbudgeted Amount: \$ \_\_\_\_\_  
 Fiscal Year: 2026 Source of Funds: General

Quantity	Description	Value
1	Single purpose patrol and narcotic detection dog. Price includes farmhouse lodging for 5 weeks. Training to occur 5/11/26 - 06/06/26.	\$ 15,000.00
	<b>TOTAL VALUE OF PROJECT</b>	<b>\$ 15,000.00</b>

ABOVE TO BE USED FOR: Patrol Use.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RECOMMENDED VENDOR:** Business Name: Tri-State Canine Services (#4635)  
 Business Address: 3069 Durst Clagg Road  
 City/State/Zip: Warren, Ohio 44481

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

OTHER VENDORS		
Firm	City/State	Total Amount
High Drive K9, Inc.	Belton, South Carolina	\$18,000.00
MAC	Canton, Georgia	24,500.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
X	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS This purchase is to replace Officer Langley Dean's K9 (retired) and will be made from HDP's general fund.

   
 Signature / Date

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

**(2) Purchasing Agent**

COMMENTS

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

**(3) Chief Financial Officer**

COMMENTS

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

**(4) City Administrator**

COMMENTS

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



# TRI-STATE CANINE SERVICES

3069 Durst Clagg Rd. Warren, Ohio 44481 Ph: 330-501-3816

**Submitted to:**  
Hagerstown Police  
Hagerstown, Md

**Quote- 2026**  
Date: 1/13/2026

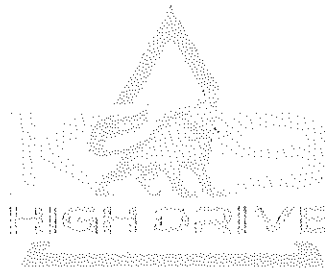
Description	Quantity	Cost	Total
Selection tested single purpose detection canine with 5-week basic handler course including tracking and article searches.	1	\$15,000.00	\$15,000.00
Farmhouse housing included (no meals)			
Class date to be announced. Generally, our first class of the year starts at the end of March to the first of April.			
Total			\$15,000.00

Thank you for your interest!  
Dave Blosser

**High Drive K-9, Inc.**

*Honesty, Quality and Commitment*

Scott Clark- Owner/K-9 Head Trainer  
1710 Cannon Bottom Rd  
Belton, SC 29627  
Phone 954.326.4218/586.524.3238  
[scottclark@highdrivek-9.com](mailto:scottclark@highdrivek-9.com) | [www.highdrivek-9.com](http://www.highdrivek-9.com)



**QUOTE**

**QUOTE # 07403**  
**DATE:** January 13, 2026

**FOR**

Hagerstown Police Department- MD  
50 N Burhans Blvd  
Hagerstown, MD. 21740  
Sgt. Curtis Kelley  
240-866-1416  
[ckelley@hagerstownpd.org](mailto:ckelley@hagerstownpd.org)

**FOR:** Purchase of New Canine, Academy Training  
and Housing

Description	Quantity	Rate	Total
Pre-trained Police Service Dog suitable for Single Purpose Narcotic Detection Imprinted with tracking including 4 week Academy at HDK9 facility including housing for 4 weeks K9 TBD HDK9 Certification	1	\$18,000.00	\$18,000.00
<b>Total Amount Due:</b>			<b>\$18,000.00</b>

***Payment must be made prior to the start of pre-training begins on a dog and to hold academy spot.***

Payment Accepted: Cash, Check, EFT/ACH, Card (if CC is preferred, please be advised 2.9% will be added to the total amount due)

Make all checks payable to High Drive K-9, Inc.  
Sent to: 1710 Cannon Bottom Rd. Belton, SC. 29627

If you have any questions concerning this Quote, contact Kim Clark | 586-524-3238 | [admin@highdrivek-9.com](mailto:admin@highdrivek-9.com)  
Scott Clark | [scottclark@highdrivek-9.com](mailto:scottclark@highdrivek-9.com)

**THANK YOU FOR YOUR BUSINESS!**

## Kelley, Curtis

---

**From:** Jeff Schettler <jhschettler@mac.com>  
**Sent:** Monday, January 12, 2026 7:48 AM  
**To:** Kelley, Curtis  
**Subject:** Re: New Message From TTK9 - CONTACT TTK9

No worries, I understand. I will reach out to him later. Thanks for the info.

The total price for the dog and a three week handler's course at our facility in Canton, GA is \$24,500.. Not only would the dog be imprinted in all four odors but it would be fully dope trained for building search, vehicle searches, luggage, and searches outside. The tracking would be urban and rural. All the training will be complete before your handlers arrives so it is pretty much a turn key proposal. Our courses are about half the time of other vendors because are dogs training is finished when the handler arrives and they only need to learn how to handle. If you would like a formal estimate please confirm the billing address, phone, and any POC email you need on it. Because all our pups are in training while young, they are always sold long before their training is complete. We only raise and train a few dogs each year due to the immense time commitment. We require a 50% deposit to reserve all dogs in training with the remainder due on or before the start date of the handlers course.

Your new handler would be welcome to come and visit and train with the pup during the next few months as often as they can come down. There is no charge for this and lodging will be provided free as long as there is room.

Jeff



# CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

21740 - 4696

Non-Emergency 301-790-3700  
Emergency 240-313-4345  
Fax 301-733-5513

To: Chief Kifer  
Subject: Purchase of K-9  
Date: 2/20/26

With the current opening for a K9 handler, I have obtained three quotes for the purchase and training of a new single-purpose K9 (Narcotics Detection / Tracking). This dog is intended to replace Officer L. Dean's partner, K9 Basko. The selected K9 will be a single-purpose (Narcotics/Tracking) dog, serving as a non-apprehension asset capable of tracking critical missing persons, non-violent offenders, and detecting narcotic odors.

The quotes are as follows:

- Tri-State K9 Services (Ohio) – **\$15,000.00** (5-week handler course, on-site housing included)
- High Drive K-9 (South Carolina) – **\$18,000.00** (4-week handler course, on-site housing included)
- Georgia K9 (Georgia) – **\$24,500.00** (3-week handler course, on-site housing included)

Our current K9 vendor, whom we have used for several years, is Tri-State K9 Services in Ohio. I recommend we continue with Tri-State for the purchase and training of this K9. My second choice would be High Drive K9. All vendors provide industry-standard health and workability warranties.

The next available class at Tri-State K9 Services is expected to begin in late March or early April, so I request that this matter be brought to city council for approval as soon as possible to secure the purchase of the dog and reserve a spot for the selected handler in the upcoming class.

Sincerely,

Sergeant C.W. Kelley #3987  
K-9 Unit Supervisor / Coordinator  
Hagerstown Police Dept.  
[ckelley@hagerstownpd.org](mailto:ckelley@hagerstownpd.org)  
240-866-1416 (work cell)  
301-790-3200 x379 (HPD main line)



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

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**Topic:**

Light - Consulting Services: Cost of Service and Retail Rates – GDS Associates, Inc., (Marietta, GA) \$100,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260428\_Consulting\_Services\_-\_Rate\_Case.pdf

**Description**

Consent Form



PURCHASE / CONTRACT / CONSENT FORM
City of Hagerstown Mayor and Council

Regular Session Date: \_\_\_\_\_ Special Session Date: \_\_\_\_\_

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

Department Director or Manager: \_\_\_\_\_

Account/Project Name: \_\_\_\_\_

Account No: \_\_\_\_\_ CIP Control No. \_\_\_\_\_

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

Fiscal Year: \_\_\_\_\_ Source of Funds: \_\_\_\_\_

Table with 3 columns: Quantity, Description, Value. Includes a total row at the bottom: TOTAL VALUE OF PROJECT \$

ABOVE TO BE USED FOR: \_\_\_\_\_

RECOMMENDED VENDOR: Business Name: \_\_\_\_\_ Business Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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

Table titled OTHER VENDORS with 3 columns: Firm, City/State, Evaluated Amount

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

<p><b>(1) Department Director and Division Manager</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
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<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

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

---

**Topic:**

Light - Consulting Services: Wholesale Power and Energy Market Monitoring -- GDS Associates, Inc., (Marietta, GA) \$50,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260428\_Consulting\_Services\_-\_Wholesale\_Power.pdf

**Description**

Consent Form



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

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

---

**Topic:**

Light - Distribution Line Transformers -- United Utility Supply, (Chambersburg, PA) \$163,316.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260428\_Dist\_Transformers.pdf

**Description**

Consent Form



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

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

---

**Topic:**

Light - Vegetation Management -- Xylem Tree Experts LLC., (Norfolk, VA) \$75,000.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260428\_Vegetation\_Management.pdf

**Description**

Consent Form



PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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**REQUIRED MOTION  
MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

---

**Topic:**

Light - HVAC System Replacement -- M.S. Johnston Company, (Hagerstown, MD) \$43,625.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

20260428\_HVAC\_Replacement\_Eng.pdf

**Description**

Consent Form



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<p><b>(2) Purchasing Agent</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p><b>(3) Chief Financial Officer</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>
<p><b>(4) City Administrator</b>  <u>COMMENTS</u></p>          <p>_____ Signature / Date</p>		<p>_____ Signature / Date</p>

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

---

**Topic:**

Water and Wastewater Rate Model Update ~ NewGen Strategies and Solutions (Annapolis, MD)  
\$24,850.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

CONSENT\_NEWGEN\_RATE\_MODEL\_UPDATE\_04282026.pdf

CONSENT  
NEWGEN  
RATE  
MODEL

Hagerstown\_Water\_and\_Sewer\_Rate\_Study\_Update\_Change\_Order\_Request.pdf

NEWGEN  
PROPOSAL



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:**

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

March 10, 2026

Nancy Hausrath  
Director of Utilities  
City of Hagerstown  
1 Clean Water Circle  
Hagerstown, MD 21740

**Subject: Water and Sewer Rate Study Update (FY 2026) Change Order Request**

Dear Ms. Hausrath:

We have greatly appreciated the opportunity to work with the City of Hagerstown and look forward to continuing to do so. I have prepared an estimate of the additional funding needed to complete the ongoing study, as the level of effort required has exceeded the original scope.

The following provides a breakdown of the original budget (and funding approved in PO #20251148) and the amount billed (through November 30, 2025):

<b>Budget</b>	<b>Billed</b>	<b>Remaining</b>
\$50,050.00	\$48,548.50	\$1,501.50

From December 1, 2025 through February 28, 2026, an additional \$8,870.00 was expended. This additional effort exceeds the original budget by \$7,368.50 (or \$7,350.00, rounded down to the nearest fifty dollars).

The additional effort reflected the complexity of the rate design decisions, which evolved significantly over the course of the engagement. Meetings with City stakeholders introduced a range of structural questions requiring iterative model development, including design alternatives regarding water and wastewater rates and residential and non-residential account classification. The Project Team developed and compared distinct tiered rate alternatives, prepared sample bill analyses across multiple customer classes and usage levels, and participated in multiple rounds of review and refinement. Each round of discussions generated follow-up modeling work and required close coordination between the Project Team and City staff.

The following tasks remain to complete the engagement, estimated at \$11,500:

- Additional iterations to the rate design model, incorporating rate design alternatives
- Preparation of sample bills for various customer classes at specified usage levels
- Development of a draft rate study report
- Preparation and delivery of up to two Council presentations, including at least one in-person meeting
- Additional Microsoft Teams review meetings with City staff as needed

A summary of the total change order request is as follows:

- Budget overrun reimbursement (rounded down): \$7,350
- Completion activities: \$11,500
- **Total Change Order Request:** **\$18,850**

I am happy to discuss the scope of remaining work in more detail at your convenience. If you have any questions or require additional information, please do not hesitate to contact me at (443) 951-0355 or by email at [mmaker@newgenstrategies.net](mailto:mmaker@newgenstrategies.net).

Sincerely,



Michael Maker  
Partner  
NewGen Strategies and Solutions

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

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**Topic:**

Introduction of an Ordinance: Rezoning of Trolley Drive/Emmert Road

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Introduction of an Ordinance: Rezoning of Evergreen Property – Eastern Blvd.

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Approval of Annexation Plan – Cline Farm

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Introduction of a Resolution: Annexation of Cline Farm

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Approval of a Resolution: Accept Offer of Dedication for Trolley Drive and Corboy Drive

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Acceptance\_of\_Trolley\_Drive\_and\_Corboy\_Drive\_Apr\_\_26.pdf

**Description**

Acceptance of Trolley Drive  
& Corboy Drive



# CITY OF HAGERSTOWN, MARYLAND

Department of Engineering & Permits

April 21, 2026

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Acceptance of Street Dedication Offer  
Trolley Drive and Corboy Drive

---

We are prepared to recommend to City Council that we accept Trolley Drive and Corboy Drive as highlighted on the attached map.

The City has always contemplated accepting these streets upon their completion as part of the Carmax development and the Reese Farm residential development. The streets were designed and constructed per the Public Ways Construction Standards. Our department's inspection staff monitored the construction, ensured compliance, and "As-Built" drawings are on record and are acceptable.

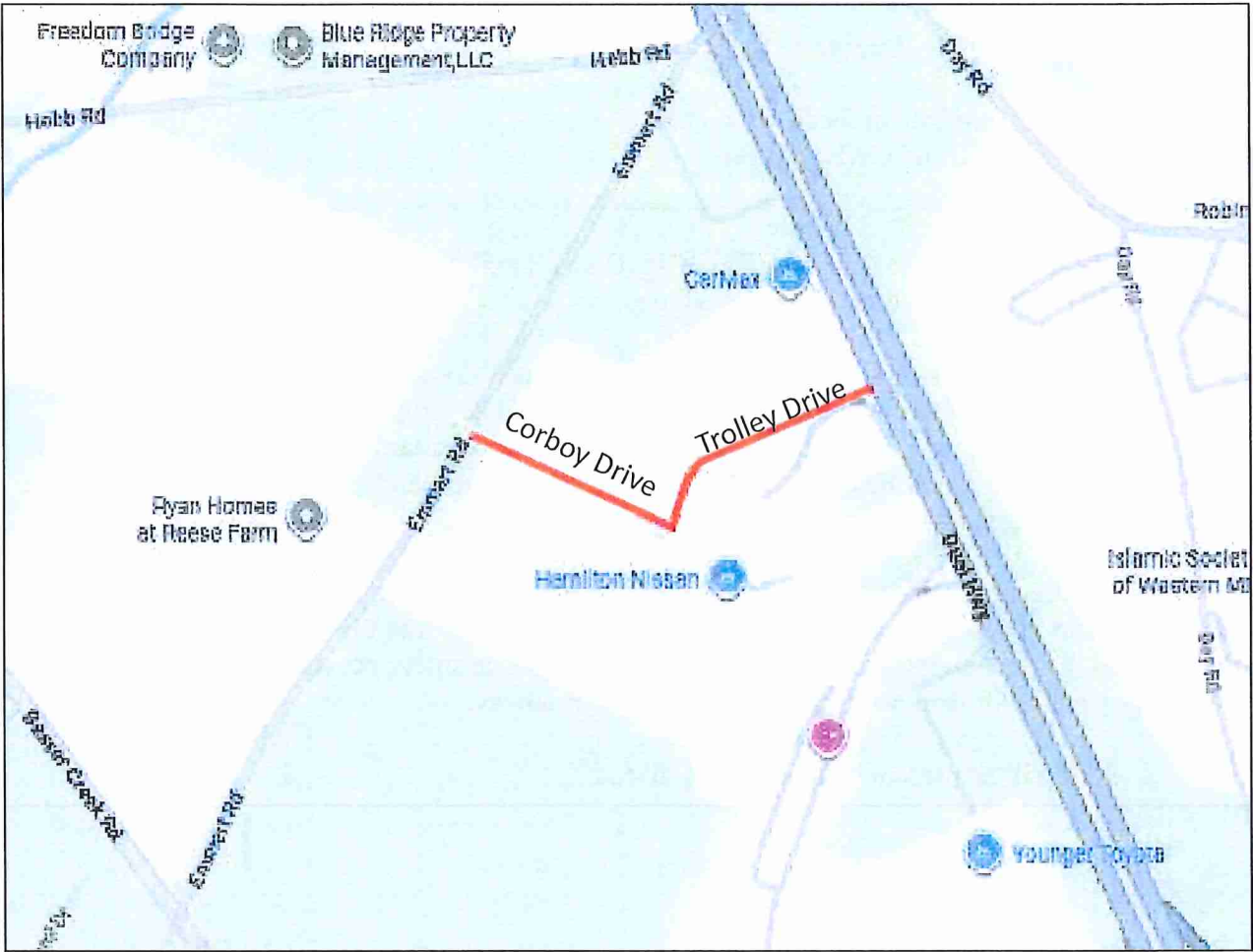
Staff recommends that Mayor and Council pass a resolution at the April 28, 2026 regular session to accept the offer of dedication for these streets into the public road system, conditioned upon receiving a deed and one-year maintenance surety per the Land Management Code. City staff will then begin maintenance of the roadway.

Staff will be present on Tuesday to discuss.

Attachment: Vicinity Map

c: Jeff Swan  
Austin Allman  
Nancy Hausrath  
Eric Deike  
Rylee Ely  
Bill Killinger

Vicinity Map – Trolley Drive & Corboy Drive



**CITY OF HAGERSTOWN, MARYLAND**

**RESOLUTION TO ACCEPT THE OFFER OF  
DEDICATION OF CORBOY DRIVE and TROLLEY DRIVE  
BY TROLLEY DRIVE, LLC  
TO THE CITY OF HAGERSTOWN**

**RECITALS**

The City of Hagerstown (“the City”) is a municipal corporation existing under and by virtue of the laws of the State of Maryland.

**WHEREAS**, offers of dedication have been made by TROLLEY DRIVE, LLC, a Maryland Limited Liability Company, of the entirety of Corboy Drive and the entirety of Trolley Drive to the City pursuant to plats filed among the Land Records of the Clerk of the Circuit Court for Washington County, Maryland as more particularly set forth on the areas denoted in detail on the FINAL PLAT OF SUBDIVISION FOR TROLLEY DRIVE, LLC, dated April 2, 2026, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland as Plat Nos. 12041-12042, said plats and descriptions being incorporated herein by reference;

**WHEREAS**, the dedication for the purpose of accepting the said Corboy Drive (17621 SF) and Trolley Drive (32,429 SF) into the City’s street system.

**WHEREAS**, the exact location of the alleys is depicted on Plat Nos. 12041-12042, with metes and bounds description of the dimensions of each set forth therein.

**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 right of way into the street system for the City of Hagerstown.

**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 dedication of Corboy Drive and Trolley Drive made by the Grantor, and as set forth on the FINAL PLAT OF SUBDIVISION FOR TROLLEY DRIVE, LLC, dated April 2, 2026, situate in Hagerstown, Maryland, said plat recorded among the Land Records of Washington County, Maryland recorded as Plat Nos. 12041-12042.
3. That this Resolution shall constitute the formal acceptance required by law as set forth in Plat Nos. 12041-12042.

4. That the Mayor, City Clerk, and Staff be and are hereby authorized to execute and the attached Resolution, 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: April 28, 2026  
Date of Passage: April 28, 2026  
Effective Date: April 28, 2026

PREPARED BY:  
Salvatore & Morton, LLC  
City Attorneys

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

---

**Topic:**

Approval of a Resolution: National Settlement Agreement - Six Remnant Defendants

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_and\_Resolution\_-\_National\_Settlement\_Agreement\_with\_Six\_Remnant\_Defendants.pdf

**Description**

Motion, Resolution and Agreement - Six Remnant Defendants

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** April 28, 2026

**TOPIC:** Approval of a Resolution: National Settlement Agreement with Six (6)  
Remnant Defendants

Charter Amendment

Code Amendment

Ordinance

Resolution

X

Other

**MOTION:** I hereby move for Mayor and Council approval of a resolution authorizing, approving and directing the Mayor to enter into a National Settlement Agreement with (1) Associated Pharmacies, Inc. (and American Associated Pharmacies) (2) JM Smith Corporation; (3) Morris and Dickson Co, LLC; (4) Louisiana Wholesale Drug Company, Inc.; (5) North Carolina Mutual Wholesale Drug Company, Inc.; and (6) United Natural Foods, Inc. (and SuperValu) (collectively “the Remnant Six.”) to benefit the City in connection with litigation against contributors of the opioid addiction crisis. The Mayor is further authorized to execute and deliver any additional documentation, including but not limited to signing the Participation Form and submitting documents necessary to effectuate the purpose of this resolution.

DATE OF PASSAGE: 04/28/2026

EFFECTIVE DATE: 04/28/2026

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION OF THE CITY OF HAGERSTOWN, MARYLAND  
("CITY") AUTHORIZING, APPROVING AND DIRECTING THE MAYOR  
TO ENTER INTO A NATIONAL SETTLEMENT AGREEMENT WITH  
SIX (6) REMNANT DEFENDANTS TO BENEFIT THE CITY IN  
CONNECTION WITH LITIGATION AGAINST CONTRIBUTORS OF  
OPIOID ADDICTION CRISIS**

**RECITALS**

**WHEREAS**, the City of Hagerstown ("City") is a Maryland Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

**WHEREAS**, the City has experienced and is experiencing serious Opioid use crisis as a result of the ready availability of the drug and its abuse;

**WHEREAS**, the City has retained various Law Firms ("the National Consortium") to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City;

**WHEREAS**, as a result of said litigation, and upon the recommendation of the National Consortium, the City has the opportunity to enter into National Remnant Defendant Settlement Agreement with the following defendants: (1) **Associated Pharmacies, Inc. (and American Associated Pharmacies)** (2) **JM Smith Corporation**; (3) **Morris and Dickson Co, LLC**; (4) **Louisiana Wholesale Drug Company, Inc.**; (5) **North Carolina Mutual Wholesale Drug Company, Inc.**; and (6) **United Natural Foods, Inc. (and SuperValu)** (collectively "the Remnant Six.")

**WHEREAS**, the total value of this Remnant Defendant Settlement Agreement is \$97,625,000.00;

**WHEREAS**, the opt in deadline for the Remnant Defendant Settlement Agreement is fast approaching;

**WHEREAS**, the City's National Consortium Counsel and Local Counsel both recommend that the City accept the terms of the Remnant Defendant Settlement Agreement;

**WHEREAS**, this Resolution is intended to authorize the Mayor of the City of Hagerstown to enter into the Remnant Defendant Settlement Agreement; and

**WHEREAS**, as a condition of entering into the Remnant Defendant Settlement Agreement, the City must execute all documents relating to the Remnant Defendant Settlement Agreement, including but not limited to any Participation Agreement, Release and/or related certifications.

**WHEREAS**, as a condition of entering into the Remnant Defendant Settlement Agreement, the City must allocate any settlement funds in accordance with Exhibit G to the Agreement (at true and accurate copy of Exhibit G is attached hereto), including any applicable State-Subdivision Agreement governing the distribution of funds.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND, AS ITS DULY CONSTITUTED LEGISLATIVE BODY AS FOLLOWS:

Section 1. The foregoing recitals be and are hereby incorporated herein by reference; and

Section 2. The City hereby authorizes and approves the entry into the Remnant Defendant Settlement Agreement with the Six Defendants listed above.

Section 3. The City further authorizes and approves the entry into any State Subdivision Agreements required to receive its share of the Six Defendants.

Section 4. That the Mayor be and is hereby authorized to execute and deliver any additional documentation, including but not limited to the and take any additional steps (including but not limited to signing the attached Six (6) Remnant Defendants' Combined Subdivision Participation and Release Form and submitting documents through DocuSign from Rubris) necessary to effectuate the purpose of this Resolution.

Section 5. BE IT FURTHER RESOLVED that this Resolution shall become effective immediately upon its approval.

ATTEST:

MAYOR AND COUNCIL

\_\_\_\_\_  
Donna K. Spickler, City Clerk

\_\_\_\_\_  
William B. McIntire

Date of Introduction: April 28, 2026  
Date of Passage: April 28, 2026  
Effective Date: April 28, 2026

PREPARED BY:  
SALVATORE & MORTON, LLC  
City Attorneys

**EXHIBIT G**

**Six (6) Remnant Defendants'  
Combined Subdivision Participation and Release Form  
("Combined Participation Form")**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants' Settlement Agreement ("RDSA"), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

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**Topic:**

Approval of a Resolution: Easement Agreement with Bowen Investing, LLC. – Wall Mural and Rescinding Prior Resolution and Easement Agreement dated March 24, 2026

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Bowen\_Resolution\_Wall\_Mural\_4.28.26.pdf

**Description**

Motion: Easement Agreement Bowen Wall Mural Rescind March 24, 2026 Motion

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE EXECUTION  
OF AN EASEMENT AGREEMENT BETWEEN THE CITY OF  
HAGERSTOWN AND BOWEN INVESTING, LLC,  
TO PERMIT THE CITY OF HAGERSTOWN TO INSTALL  
AND MAINTAIN A WALL MURAL IN CONNECTION  
WITH THE HAGERSTOWN CULTURAL TRAIL**

**RECITALS**

WHEREAS, the City of Hagerstown, Maryland is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland;

WHEREAS, the City intends to create and maintain a mural (“the Wall Mural”) for the enjoyment and benefit of the public in connection with the Hagerstown Cultural Trail being developed by the City of Hagerstown;

WHEREAS, the Wall Mural is hereinafter referred to as “the Artwork;”

WHEREAS, Bowen Investing, LLC, a Maryland limited liability company (“Bowen”), has agreed to permit the City to utilize a portion of its property to create and maintain the Artwork for the use, enjoyment, and benefit of the public in connection with the nearby Hagerstown Cultural Trail;

WHEREAS, the City previously approved by Resolution an Easement Agreement on March 24, 2026, but the terms of said Easement were not acceptable to Bowen and said Easement was never executed by Bowen;

WHEREAS, in order to install and maintain the Artwork, it is necessary for the City of Hagerstown to acquire certain rights with respect to the said property, which rights are further described in the attached Easement Agreement and further depicted on Exhibit A to said Easement Agreement;

WHEREAS, Bowen Investing, LLC, has generously offered to grant the City an easement agreement on the wall and the immediate vicinity on its property for the installation and maintenance of the Artwork;

WHEREAS, the Easement Agreement has been revised to address the concerns of Bowen; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into this Easement 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 Mayor be and is hereby authorized to execute and deliver the Easement Agreement between the City and Bowen Investing, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on

behalf of the City on any documentation necessary to effectuate the purpose of this resolution.

- 2. The approval of the Easement Agreement with Bowen Investing, LLC on or about March 24, 2026 be and is hereby RESCINDED.

**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

\_\_\_\_\_  
William B. McIntire, Mayor

Date of Introduction: April 28, 2026  
Date of Passage: April 28, 2026  
Effective Date: April 28, 2026

PREPARED BY:  
SALVATORE & MORTON  
CITY ATTORNEY

## **EASEMENT AGREEMENT**

THIS EASEMENT AGREEMENT, made as of this \_\_\_\_ day of \_\_\_\_\_, 2026, by and between BOWEN INVESTING, LLC, a Maryland limited liability company, hereinafter referred to as "Grantor", and the City of Hagerstown, a Maryland Municipal Corporation, hereinafter referred to as "Grantee."

WHEREAS, by virtue of a deed dated September 27, 2018 and recorded among the land records for Washington County at Liber 5849, folio 202, Grantor is the owner of certain real estate known as 21 West Franklin Street, Hagerstown, Washington County, Maryland, said property being more particularly described and depicted in the attached Exhibit A, DRAWING NO. 75-186-01, dated 3-6-26, which exhibit is incorporated herein by reference (the "Property"); and

WHEREAS, Grantor has agreed to permit Grantee to utilize the western and southern facing alley walls as depicted on Exhibit A (the "Site") to create a mural for the use, enjoyment, and benefit of the public in connection with the nearby Hagerstown Cultural Trail developed by the Grantee (the "Wall Mural"); and

WHEREAS, the Wall Mural is hereinafter referred to as "the Artwork;"

WHEREAS, in order to create, install and maintain the Artwork, it is necessary for Grantee to acquire certain rights with respect to the Property (the "Easement"), which rights are described hereinafter and the extent thereof further depicted on Exhibit A; and

WHEREAS, Grantor has agreed to grant the said Easement.

NOW, THEREFORE, THIS EASEMENT AGREEMENT WITNESSETH:

That the foregoing recitals be and are incorporated herein as if restated verbatim.

That for and in consideration of the above Easement, 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 said Grantee an Easement as follows:

GRANTOR DOES GRANT unto Grantee a non-exclusive Easement in and the right to use that portion of Grantor's Property shown on and to the extent depicted on Exhibit A, limited to the north and southern facing exterior walls, for the creation and maintenance of the Artwork.

AND GRANTEE AND GRANTOR do hereby agree that the granting of this Easement is subject to the following additional rights and obligations:

1. Grantor will permit Grantee, its employees, agents, contractors and artists to install the Artwork within the Easement in accordance with the design and techniques *approved by Grantor in advance*.

2. The Easement shall run for a period of forty (40) years or until there has been significant degradation of the image compromising its aesthetic quality (whichever shall occur first), during which period of time Grantor will allow the Artwork to remain unchanged and unobstructed and will not permit new construction, landscaping or other improvements on the Property that will obstruct or prevent the viewing of or the Artwork; provided, however that where an obstruction, improvement or alteration is reasonably necessary, in the sole discretion of Grantor, to repair or otherwise maintain the property, Grantor shall be permitted to do so to the property.

3. If it so desires, Grantee will install the appropriate lighting on the Artwork at the Grantee's sole cost and expense.

4. Grantee at its sole cost and expense, and upon reasonable notice to Grantor, shall ensure that the Artwork is cleaned periodically as needed. In addition, if necessary, as a result of degradation, graffiti or damage to the Artwork, Grantee will provide for the removal, repair and replacement, all at the Grantee's sole cost and expense.

5. This Easement Agreement shall run with the land and shall be binding upon the Grantor's successors, heirs, transferees and assigns. The rights granted to Grantee under this Easement Agreement shall be exclusive to the Grantee, who shall not have the right to assign its rights under said Agreement.

6. The Easement shall automatically terminate at the end of the serviceable life of the Artwork, in which case the Grantee shall have the right to remove the Artwork (to the extent possible without adversely affecting the Grantor's property), at its own expense. Alternatively, the Grantor may terminate the Easement for its own convenience prior to the end of the serviceable life of the Artwork, provided the Grantor reimburses the Grantee for the cost of installing the Artwork.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on the day, month and year first above-written.

ATTEST:

GRANTEE  
CITY OF HAGERSTOWN

\_\_\_\_\_  
Donna K. Spickler, City Clerk

By: \_\_\_\_\_  
William B. McIntire, Mayor (SEAL)

ATTEST:

GRANTOR  
BOWEN INVESTING, LLC

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
M. Scott Bowen, Managing Member

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared M. Scott Bowen, Managing Member of BOWEN INVESTING, LLC, Grantor, party to the within Easement Agreement, and he acknowledged the same to be the act of said Grantor and that the consideration was as set forth herein.

WITNESS my hand and seal:

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF MARYLAND, COUNTY OF WASHINGTON, to wit:

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, before me, the subscriber, a notary public of the State of Maryland, in and for Washington County, personally appeared William B. McIntire, Mayor of the City of Hagerstown, Maryland, a Maryland Municipal Corporation, party to the within Easement Agreement, and he acknowledged the same to be the act of said Grantee, and that the consideration was as set forth herein.

WITNESS my hand and seal:

\_\_\_\_\_  
Notary Public

My Commission Expires:



**West Franklin Street**

**Hays Alley**

76'

BOWEN INVESTING LLC  
23 Franklin St W

36'

EXHIBIT "A"

TAMARA JOHNSON

NOTE: This plat or drawing is a "Special Purpose Survey" and is not a valid survey unless signed and sealed by a surveyor licensed in the State of Maryland.

*Special Purpose Surveys COMAR (09.13.06.10)*

CITY OF HAGERSTOWN, MD  
DEPARTMENT OF  
ENGINEERING & PERMITS

ART EASEMENT 23 W FRANKLIN ST

Scale	1"=20'		
Drawn By	JNS	Date	3-6-26
Survey by	JNS	Date	11-30-17
Revised	JNS	Date	3-16-26
Drawing Number	75-186-01		

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

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**Topic:**

Approval of a Resolution: Approval to Enter into a Memorandum of Understanding with the Hub City Chapter, National Railway Historical Society, Inc. for Locomotive 202

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Approval of On-Call Plumbing Services Contract May 1, 2026 through April 30, 2027

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_for\_FY26\_On-Call\_Plumbing.pdf

**Description**

Motion for Plumbing

**REQUIRED MOTION**

**MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** April 28, 2026

**TOPIC:** Approval of On-Call Plumbing Services Contract: 5/1/26-4/30/27

**Charter Amendment** \_\_\_\_\_  
**Code Amendment** \_\_\_\_\_  
**Ordinance** \_\_\_\_\_  
**Resolution** \_\_\_\_\_  
**Other**   X  

**MOTION:**

I hereby move for the Mayor and Council to authorize and approve the renewal of the On-Call Plumbing Services and Backflow Preventer Inspection & Testing Contract for the contract term of May 1, 2026 – April 30, 2027. This is year one (1) of five (5) optional one-year renewals. Fridinger Ritchie Co, Inc's. pricing is as follows:

Plumbing Pricing:

Plumber Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$64.00 Per Hour
Laborer Regular Hourly Rate 8:00 AM to 4:00 PM (Monday-Friday)	\$64.00 Per Hour
After Hours Rate (Monday-Friday Evenings & Weekends and Holidays)	\$64.00 Per Hour
Material Mark-Up on Supplies	25%

Backflow Preventer Pricing:

Size: 1/4" thru 1"	\$90.00 Flat Rate
Size: 1-1/4" thru 2"	\$90.00 Flat Rate
Size: 2-1/2" thru 4"	\$90.00 Flat Rate
Size: 6" & 8"	\$90.00 Flat Rate
Size: 10"	\$90.00 Flat Rate

DATE OF PASSAGE: 04/28/2026

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

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**Topic:**

Approval of Invest Hagerstown Program Update

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Approval to suspend acceptance of New Property Renovation Applications to the Partners in Economic Progress (PEP) Program.

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

042826\_RS\_PEP\_Suspend.pdf

**Description**

Approval to suspend acceptance of New Property Renovation Applications to PEP

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

**DATE:** April 28, 2026

**TOPIC:** **Approval to Suspend Acceptance of New Property Renovation Applications to the Partners in Economic Progress (PEP) Program**

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

**MOTION:**

I hereby move for the Mayor and City Council approval to suspend acceptance of new property renovation applications to the Partners in Economic Progress (PEP) Program. Benefits to Property Owners already qualified and under an agreement will continue as follows:

1. Grant Equal to Taxes Paid for the remainder of the 5-year period following project completion.
2. Rent Relief and Waiver of Development Fees for tenant fit-out costs for eligible space to first qualifying tenants or up to 5 years after project completion, whichever comes first.
3. Two free EDUs for property needs for the remainder of the 5-year period following project completion.
4. Discounted Parking for the remainder of the 5-year period.
5. Two hours of paid Historic Tax Credit Advisory Services for the remainder of the 5-year period.

DATE OF INTRODUCTION:	4/28/2026
DATE OF PASSAGE:	4/28/2026
EFFECTIVE DATE:	4/28/2026



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist  
Jill Thompson, Director of Planning & Economic Development

DATE: April 10, 2026

RE: Recommendation to Suspend Accepting New Property Renovation Applications to the Partners in Economic Progress (PEP) Program

---

Staff will attend the April 14, 2026 Work Session to discuss a recommendation to suspend accepting new property renovation applications to the Partners in Economic Progress (PEP) Program.

A Grant Equal to Taxes Paid for 5 years is the primary benefit of the PEP program to property owners with renovation work to the minimum standards of the programs. Administration of this benefit is difficult and complex due to a number of factors.

With new applications suspended, staff recommend benefits to Property Owners already qualified and under an agreement to continue as follows:

- Grant Equal to Taxes Paid for the remainder of the 5-year period following project completion.
- Rent Relief and Waiver of Development Fees for tenant fit-out costs for eligible space to first qualifying tenants or up to 5 years after project completion, whichever comes first.
- Two free EDUs for property needs for the remainder of the 5-year period following project completion.
- Discounted Parking for the remainder of the 5-year period.
- Two hours of paid Historic Tax Credit Advisory Services for the remainder of the 5-year period.

The Partners in Economic Progress program was created in 2010 and precedes the Invest Hagerstown City Center Redevelopment Grant. The two programs mirror each other in many ways.

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Staff seek a future Work Session to review ideas to either reconfigure or replace the Partners in Economic Progress program in a manner that continues to assist large scale projects and economic development priorities.

Attachment: Draft Motion

c: Michelle Hepburn, Chief Financial Officer  
Review Committee

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

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**Topic:**

Approval of the Guidelines and Application Form for Bright Start – Childcare Grant Program

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

042826\_RS\_BrightStart.pdf

**Description**

Approval of the Guidelines and Application Form for Bright Seat\_ Childcare Grant Program (New or Expanded)

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

**DATE:** April 28, 2026

**TOPIC:** **Approval of the Guidelines and Application Form for Bright Start –  
Childcare Grant Program (New or Expanded)**

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

**MOTION:**

I hereby move for the Mayor and City Council to approve the attached Guidelines and Application Form to create the Bright Start – Childcare Grant Program. Staff may make administrative edits with the approval of the City Administrator.

The program will be funded with \$250,000 of awarded State Community Legacy funding.

DATE OF INTRODUCTION:	4/28/2026
DATE OF PASSAGE:	4/28/2026
EFFECTIVE DATE:	4/28/2026



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: April 1, 2026

RE: Bright Start – Childcare Grant Program (New or Expanded)

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At the April 7, 2026 Work Session, staff will review proposed guidelines for the creation of the “Bright Start – Childcare Grant Program” funded by \$250,000 in awarded State Community Legacy Funding.

This program will operate as a 1:1 matching grant designed to support and encourage new or expanded childcare services within the City’s Sustainable Communities Area. There is no City match. The match comes from the applicant.

These funds will assist by helping offset costs associated with meeting State regulatory requirements and preparing facilities for operation. Funding may be used for property upgrades needed to comply with State mandates, facility renovations, equipment purchases, and marketing efforts to ensure the space is ready to serve children. By reducing key financial barriers to starting or expanding childcare within the City, the program aims to make these services more feasible for providers and may be combined with other City, County, State, or related funding programs to further support this goal.

Deadline to apply will be 1/31/2028, or until funds are no longer available.

On 06/04/2025 Mayor and City Council approved the City’s application to the Community Legacy program through the state for this program.

Attachments: Draft Motion  
Proposed Program Guidelines  
Proposed Program Application

c: Jill Thompson, Director of Planning & Economic Development



## **Bright Start - Childcare Grant (New or Expanded) Guidelines**

The City of Hagerstown has established an incentive program to expand access to high-quality childcare within the City's Sustainable Communities Area by reducing financial barriers for operators seeking to open new facilities or expand services for childcare.

### **Guidelines:**

- The grant(s) awarded under the Bright Start – Childcare Grant Program shall be a minimum of \$10,000 up to maximum of \$250,000. A cross-department Review Committee will use the following criteria in determining grant eligibility:
  - Applicant/Project Need,
  - Infant and Toddler Care Capacity,
  - # of Jobs Created,
  - Hours of Operation,
  - Viability of Business Plan/Business Experience & Capacity,
  - Economic Impact of the Project,
  - Amount of Investment or Capital Expenditures,
  - Length of Prior Vacancy.
- Awarded grants require a 1:1 match from the applicant completing the project. Example: A \$100,000 grant would require a match of at least \$100,000 for a total project cost of \$200,000.
- Funds may be used for the renovation/fit-out of an eligible space, construction of a new building or addition, and the purchase of furniture, fixtures, equipment required for operation and marketing of the facility.
- Applicants must be the party responsible for the costs of the improvements.
- A project must be classified as “in planning” at the time of application. Projects that are already in progress or completed are not eligible. Approved projects must begin within three (3) months of receiving approval.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 05/31/2028.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each City program used.
- All upgrades must be performed to City Code and will be regulated through the City's Permits & Inspections Department.

- 
- All projects shall comply with Federal, State and Local codes, laws and ordinances.
  - Funds shall only be disbursed after staff have verified all work in the Application and Development Plan has been completed to Code, including all required site inspections and approvals, any required State licensing has been completed and obtained, and final receipts have been submitted.
  - The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
  - Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.

Eligible Applicants:

- Non-profit or For-profit Applicants.
- Projects must create new or expand existing licensed childcare facilities. Projects must be within the City's Sustainable Communities Area (See attached map).
- Applicants must obtain or demonstrate eligibility for childcare licensing through the State of Maryland's Office of Child Care.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.
- Eligible In-Home providers must be able to demonstrate compliance with all applicable zoning, building, safety, and State of Maryland License regulations. Improvements must be directly attributable to the childcare operation.
- Applicants shall provide a signed lease or Letter of Intent (LOI) showing a minimum duration of one (1) year or longer.

Ineligible Applicants:

- Projects where construction/renovations, or other listed project expenses, have already begun will not be eligible for consideration.
- Operating expenses such as rent, utilities, employee salaries, etc. are ineligible for the program.
- Grants will not be provided for applications that include or support projects for which the principal use is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors, or liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

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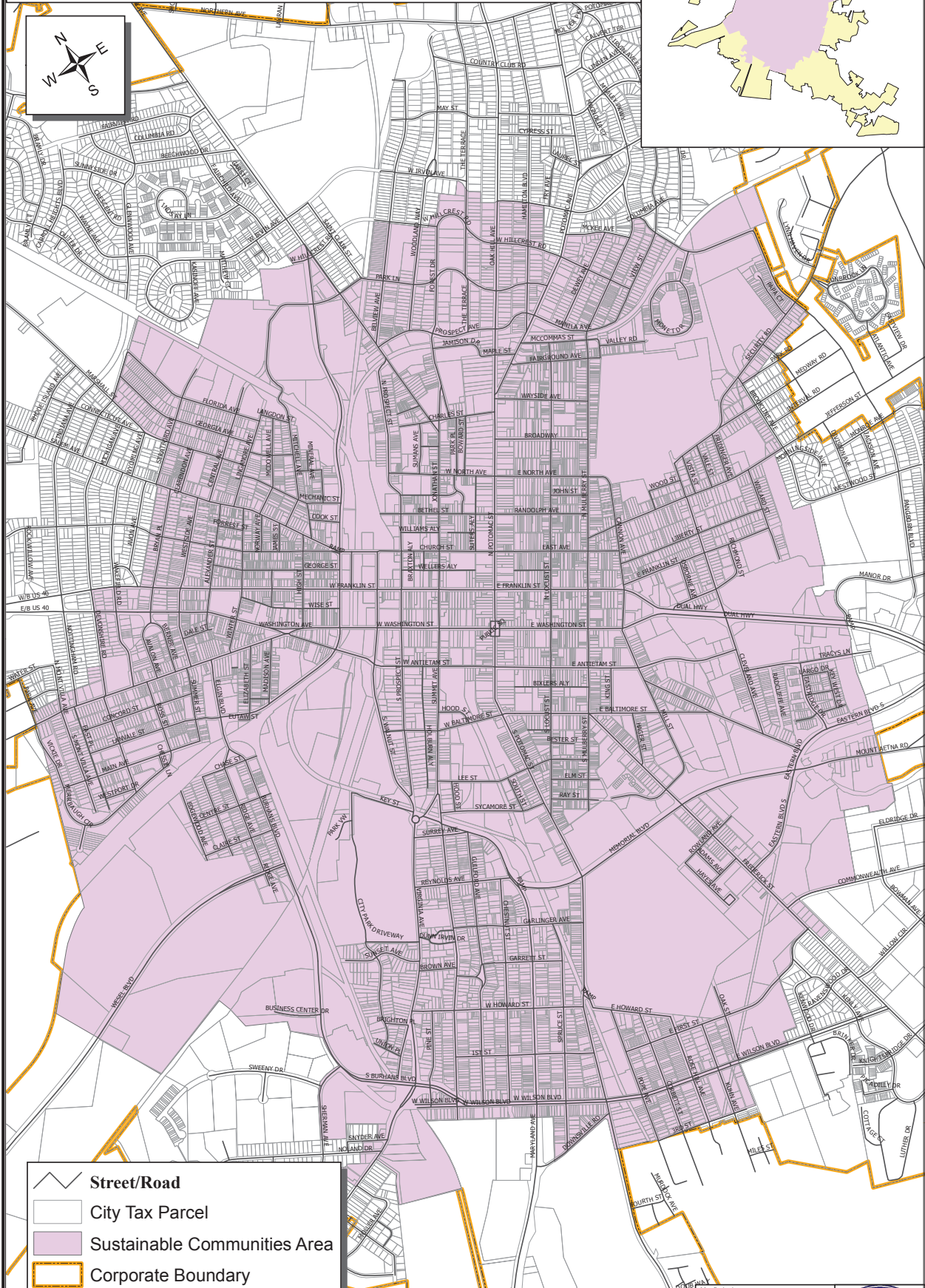
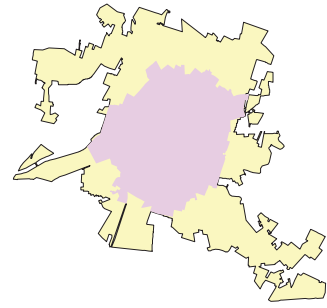
Application Process and Requirements:

1. Complete the Childcare Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to [csiemerling@hagerstownmd.org](mailto:csiemerling@hagerstownmd.org), or in person/mail to 32 N. Potomac Street, Suite 200, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 1/31/2028.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Funding for this program is provided through the State of Maryland as pass-through funds; therefore, all applications are subject to review and final approval by the State.
8. Additional project information may be requested at any time during the process.

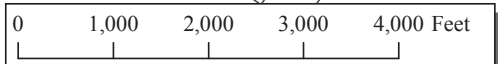
Please direct questions to:

Chris Siemerling  
Economic Development Specialist  
Department of Planning & Economic Development  
City of Hagerstown  
32 N. Potomac, Suite 200, Hagerstown, MD 21740  
Phone: 301-797-6294 Email: [csiemerling@hagerstownmd.org](mailto:csiemerling@hagerstownmd.org)

# City of Hagerstown Sustainable Communities Area



	Street/Road
	City Tax Parcel
	Sustainable Communities Area
	Corporate Boundary



Map Projection:  
NAD83 State Plane Maryland FIPS (feet)  
Data Sources:  
City of Hagerstown, 2008  
Washington County, 2007  
Prepared by:  
Hagerstown Planning Office, 9/30/11  
M:\gis\PLANNING\GIS-MasterProject\ArcMAP\Revitalization.mxd





## BRIGHT START – CHILDCARE GRANT (NEW OR EXPANDED) Application Form

### Property Information

Property Address: \_\_\_\_\_, Hagerstown, MD Zip: \_\_\_\_\_

### Applicant Information:

Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_ Website: \_\_\_\_\_

**Business Type:** [  ] For-Profit [  ] Non-Profit

### Project Information

Expected Start Date: \_\_\_\_\_

Expected Completion Date: \_\_\_\_\_

**Total Project Cost:** \$\_\_\_\_\_

**Grant Request Amount (\$10,000-\$250,000, and not to exceed 50% of total project cost):**

\$\_\_\_\_\_

**Project Square Feet:** \_\_\_\_\_sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since \_\_\_\_\_(month/year)

### Terms of Lease:

Lease Start Date: \_\_\_\_\_Number of years: \_\_\_\_\_

How many new jobs will be created within 2 years of the project completion? \_\_\_\_\_ new jobs

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**Required Attachments:**

**ALL APPLICANTS:**

- Narrative Description of Project (Development Plan) to Include:
  - Description of the Project including renovations, improvements, and upgrades to existing facilities;
  - Description of planned occupancy; and
  - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood.
- Business Plan with Financial Projections
- Project Timeline
- Project budget and itemized quotes and estimates detailing the scope of work for the project.
- If applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- Photo(s) including 1 front, street view of the property
- Design Plans/Floor Plans
- Signed Letter of Intent (LOI), copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease or LOI are submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

**Applicant Signature:**

*By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Bright Start Childcare Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.*

---

Applicant's Signature

Date

**Return to:**

Chris Siemerling  
Economic Development Specialist  
Department of Planning & Economic Development  
City of Hagerstown  
32 N. Potomac, Suite 200, Hagerstown, MD 21740  
Phone: 301-797-6294 Email: [csiemerling@hagerstownmd.org](mailto:csiemerling@hagerstownmd.org)

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

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**Topic:**

Approval of Letter of Clarification for Lorich Zoning

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

Approval of an Application to Appalachian Regional Commission (ARC) Direct Funding Request for Uncommitted FY 2026

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**