Regular Session (49th Voting Session)
Mayor and City Council
October 27, 2026
Agenda

7:00 PM - October 27, 2026 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

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, November 3, 2026 – Work Session at 4:00 p.m.
2. Tuesday, November 10, 2026 – Work Session at 4:00 p.m.
3. Tuesday, November 17, 2026 – Work Session at 4:00 p.m.
4. Tuesday, November 24, 2026 – Regular Session at 7:00 p.m.

V. AGENDA ITEM 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 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.

VI. PUBLIC HEARINGS

NEW BUSINESS: Approval of an Amendment to an Annexation Plan - A-2026-02 (Burkholder-McDade)

Annexation of Meritus Health, Inc.

Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions

VII. MINUTES

September 8, 2026, September 15, 2026, and September 22, 2026

VIII. CONSENT

A. City Clerk

1. Christmas Tree and Decorations Public Square – Holiday Outdoor Décor (Bethlehem, PA) $ 38,708.00
2. Barbara Ingram School of Fine Arts (BISFA) Lamp Post Sponsorship Program

B. Communications

1. Website Annual Fee Renewals – CivicPlus, LLC (Dallas, TX) $ 15,483.37
2. Audio/Visual Upgrade to Council Chambers – Washington Professional Systems (Wheaton, MD) $ 213,776.94

C. Engineering

1. Fire Alarm System: 32 N. Potomac Street Renovations – Spicher's Security Services, LLC (Hagerstown, MD) $ 18,550.64
2. Curb and Sidewalk Improvements – Concrete Central, LLC (Hagerstown, MD) NTE $ 285,000.00
3. FY'27 Handicap Ramp Contract – Rowland and Company (Hagerstown, MD) NTE $ 150,000.00

D. Police

1. 2027 Chevrolet Tahoe – Hertrich Fleet Services (Milford, DE) $ 57,270.00
2. Hagerstown Housing Authority After-School Program (Parkside Pals) – Hagerstown Housing Authority (Hagerstown, MD) $ 23,000.00
3. Camera System Expansion: Hagerstown Police Department Basement – Spicher's Security Services, LLC (Hagerstown, MD) $ 19,462.24
4. Rifles – Atlantic Tactical (Raleigh, NC) $ 10,512.08
5. Digital Recruiting Campaign – Safeguard Recruiting, LLC (Salt Lake City, UT) $ 22,100.00
6. Renewal of NCR-MD RAPID Leads Online Subscription – Metropolitan Washington Council of Governments #4913 (Washington, DC) $ 10,063.00
7. Truleo Artificial Intelligence Platform for Law Enforcement – Truleo (Greenville, SC) $ 21,600.00

E. Public Works

1. Fairgrounds Grandstand Improvements, Parks City-wide Upgrades – Garland/DBS (Cleveland, OH) $ 94,376.00
2. Avision Traffic Signal Controller Upgrades – Econolite (Glen Burnie, MD) $ 30,000.00

F. Utilities

1. Water: Annual Maintenance Contract for Water Generators ~ Fidelity Power Systems (Springfield, VA) $18,569.00
2. Water: RC Willson WTP Heating Oil ~ AC&T Co., Inc. (Hagerstown. MD) $53,987.00
3. Water: Repair on Service Truck Unit #234 ~ Hagerstown Ford (Hagerstown, MD) $17,859.97
4. Water: Vehicle Replacement - Unit 226 ~ Hertrich Fleet Services, Inc. (Milford, DE) $57,269.00
5. Water: High Service Pump VFD Inspection and Repair ~ Industrial Service Solutions/Ram Industrial Services, LLC (Camp Hill, PA) $ 29,714.00

6. Wastewater - Pure Oxygen System Equipment Purchase: Atlas Copco Compressors, LLC (Rock Hill, SC) $287,944.70
7. Wastewater: WWTP Improvement Project Construction Phase Engineering ~ Black & Veatch (Gaithersburg, MD) $2,841,509
8. Wastewater: Emergency Repair Generator ~ Cummins Sales and Service (Westminster, MD) $10,643.70
9. Wastewater: Hagerstown Wastewater Treatment Plant Improvements - Phase I ~ Carl Belt, Inc. (Cumberland, MD) $27,732,047.00
10. Wastewater: Vehicle Repairs-Unit 527 Vac Truck ~ Mid-Atlantic Waste Systems (Easton, MD) $66,443.39

IX. UNFINISHED BUSINESS

A. Approval of an Ordinance: Land Management Code Annual Amendments

X. NEW BUSINESS

A. Approval of a Resolution: Salt Utilization Agreement with SHA

B. Approval of a Resolution: Snow Services Contract with Joshua C. Swan, Sole Proprietor, Trading as Swan's Lawncare & Landscaping

C. Approval of a Resolution: Currwood DH, LLC Sewer Allocation MOU

D. Approval of a Resolution: Memorandum of Understanding (MOU) with the Washington County Health Department – Opioid Restitution Funds

E. Approval of Resolution: Memorandum of Understanding (MOU) with the Washington County Health Department Targeted Abatement Grant (TAG) 5-Year Plan – Opioid Restitution Funds

F. Approval for De-obligation and Forfeiture of Unexpended CDBG-CV CARES Funds

7:00 PM G. Free Holiday Parking In The Parking Decks And Garage

H. Approval of Guideline Changes to the Invest Hagerstown Grant Programs.

I. Meritus Park Fireworks Displays - Exemption from Noise Ordinance

XI. GENERAL CITIZEN COMMENTS

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

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HAGERSTOWN, MARYLAND

Topic:

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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
NEW BUSINESS: Approval of an Amendment to an Annexation Plan - A-2026-02 (Burkholder-McDade)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2026_1027_RS_A.2026.02_Annexation_Plan_Amendment_REV.pdf	Approval of an Amendment to an Annexation Plan - A-2026-02 (Burkholder-McDade)

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: **October 27, 2026**

TOPIC: **Approval of an Amendment to an Annexation Plan – A-2026-02: Burkholder-McDade.**

Charter Amendment	
Code Amendment	
Ordinance	
Resolution	
Other	X

MOTION: I hereby move that the Mayor and City Council approve an amendment to the Annexation Plan for Annexation Case No. A-2026-02 which was approved by this body on August 25, 2026. The purpose of this amendment is to correct an error found in Section I.F on page 2 of the document. This provision is corrected to read "*The annexation area is within the County's Urban Growth Boundary and is within the State's designated Priority Funding Area*". The original version adopted on August 25, 2026 stated that the area to be annexed is not within the Priority Funding Area. This amendment is made to remove the word "not" from Section I.F.

An amended Annexation Plan and mapping of the Priority Funding Area is attached to this motion. Words stricken are bracketed. New words are shown in capital letters.

DATE OF PASSAGE: 10/27/26

EFFECTIVE DATE: 10/27/26

City of Hagerstown, Maryland

ANNEXATION PLAN

Annexation Case No. A-2026-02

Amended October 27, 2026

Property Owner: Parcel 0013: Burkholder Lane Acquisitions, LLC

and

Parcel 0414: McDade Road Acquisitions, LLC

Applicant: Parcel 0013: Burkholder Lane Acquisitions, LLC

and

Parcel 0414: McDade Road Acquisitions, LLC

Location of Property:

Tax Map: 0036, Grid: 0018, Parcel: 0013

(Burkholder Lane)

and

12660 McDade Road, Hagerstown, MD 21740

Tax Map: 0036, Grid: 0012, Parcel: 0414

WHEREAS, THE PURPOSE OF THIS ANNEXATION PLAN IS TO AMEND AND CORRECT THE ORIGINAL ANNEXATION PLAN; AND

WHEREAS, THE MAYOR AND CITY COUNCIL INTEND TO APPROVE AN AMENDMENT TO THE ANNEXATION PLAN FOR ANNEXATION CASE NO. A-2026-02 WHICH WAS ORIGINALLY APPROVED BY THIS BODY ON AUGUST 25, 2026; AND

WHEREAS, THE SPECIFIC INTENT OF THIS AMENDMENT IS TO CORRECT AN ERROR FOUND IN SECTION I.F ON PAGE 2 OF THE ORIGINAL DOCUMENT, AND THIS PROVISION IS HEREBY CORRECTED TO READ “THE ANNEXATION AREA IS WITHIN THE COUNTY’S

CAPITALS : Indicate matter to be added to original Plan
[~~Brackets~~] : Indicate matter to be deleted from original Plan

URBAN GROWTH BOUNDARY AND IS WITHIN THE STATE'S DESIGNATED PRIORITY FUNDING AREA;" WHERE, THE ORIGINAL VERSION ADOPTED ON AUGUST 25, 2026, STATED THAT THE AREA TO BE ANNEXED IS NOT WITHIN THE PRIORITY FUNDING AREA, AND THEREFORE, THIS AMENDMENT IS MADE TO REMOVE THE WORD "NOT" FROM SECTION I.F, AND

WHEREAS, THE MAPPING OF THE PRIORITY FUNDING AREA IS ATTACHED TO THIS PLAN, AND THE WORDS TO BE STRICKEN ARE BRACKETED, AND NEW WORDS ARE SHOWN IN CAPITAL LETTERS AS INDICATED IN THE LEGEND FOUND IN THE FOOTER OF THIS DOCUMENT.

Annexation Plan

Pursuant to The Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any matter to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

A. The area of annexation is approximately +/- 171.885 acres. Parcel 13 is 148.77 acres of unimproved land. Parcel 414 is on 23.105 acres and is improved with a single-family dwelling and two agricultural buildings and is contiguous to the existing municipal boundary by a fee-simple pipestem that connects this parcel to McDade Road. This property is mostly used for horse pasture. There is no proposed development at this time.

B. The proposed zoning is I-MU (Industrial Mixed-Use). The Industrial Mixed-Use district allows for the blending of lower intensity industrial with some amount of commercial.

C. Parcel 13 is designated Business-Employment on the Future Land Use map of the 2018 Comprehensive Plan, which identifies POM (Professional Office Mixed-Use) and I-MU (Industrial Mixed-Use) as compatible zoning with this designation. Parcel 414 is outside of the Medium Range Growth Area and is not assigned a land use designation.

D. The area of annexation is within a large area designated Industrial on the recently approved Washington County Comprehensive Plan, which includes zoning districts which are consistent with or more intense in nature than the City's I-MU (Industrial Mixed-Use) district. The area is currently located in the County's PI (Planned Industrial) zoning district which is compatible with the City's I-MU zoning district.

E. Parcel 13 is within the City's Medium Range Growth Area, an area intended for new or expanded water service based on development potential, as defined in the City's 2018 Comprehensive Plan, *visionHagerstown 2035*.

Parcel 414 (the McDade property) is not within the MRGA.

F. The annexation area is within the County's Urban Growth Boundary and is [not] within the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

A. The uses of the annexation area will be predominantly industrial in nature and will have no impact on Washington County Public Schools. The City's I-MU zoning district does not permit residential development.

Development of the annexation area will generate revenues for the County which could be earmarked for school capacity enhancement using building excise taxes imposed on all building permits from real property development on all new construction. In 2025, the County amended its Adequate Public Facilities Ordinance and Building Excise Tax Ordinances in order for building within municipalities to participate more equitably in capital development.

B. The uses of the annexation area will be predominantly industrial or commercial in nature and will have little to no impact on the services of the Washington County Free Library.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the area Proposed to be Annexed

A. The area of annexation is not currently served by city utilities. Parcel 0013 will be served by extension of City Water lines as part of development following annexation. Sufficient capacity exists to serve the property. Parcel 414 will not receive water service until it is included within the MRGA (Medium Range Growth Area) as depicted in the City's Comprehensive Plan.

B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed, constructed and maintained as part of the development or re-development of the area of annexation, shall be [D]at the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.

C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operation territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

D. The property will be served by existing emergency medical services provided by Meritus Medical Center, Community Rescue Services, Inc., and the City of Hagerstown Fire Department.

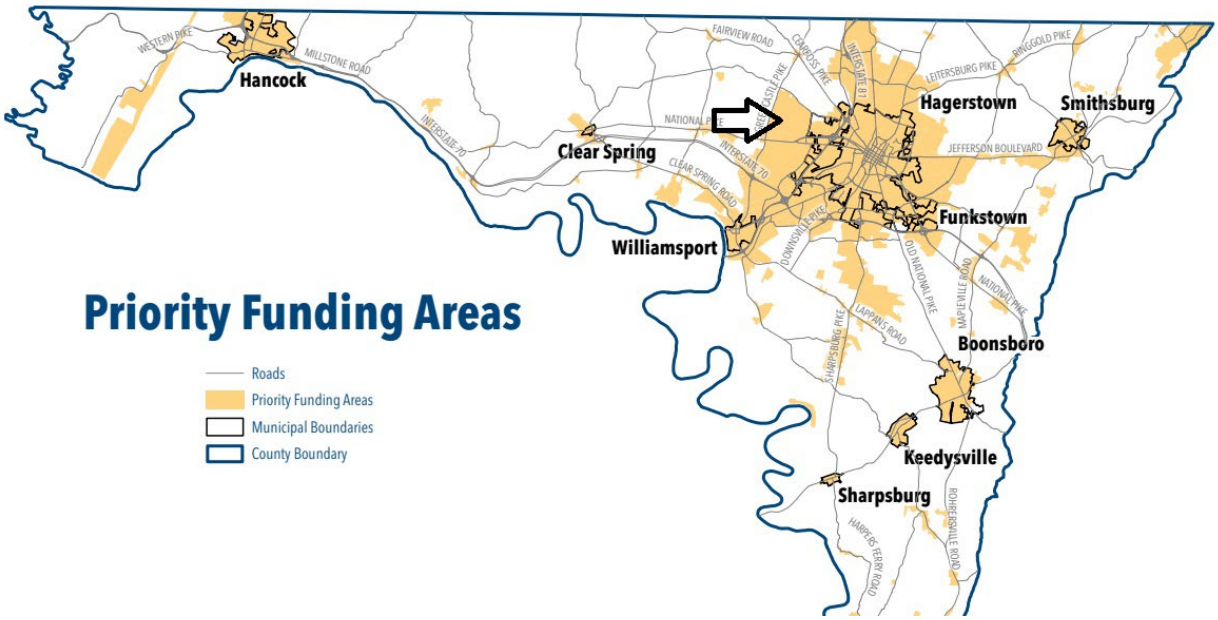
E. Parcel 414 fronts on McDade Road. The end of Logistics Boulevard abuts the southern boundary of Parcel 13. This annexation does include annexation of a portion of McDade Road right of way. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

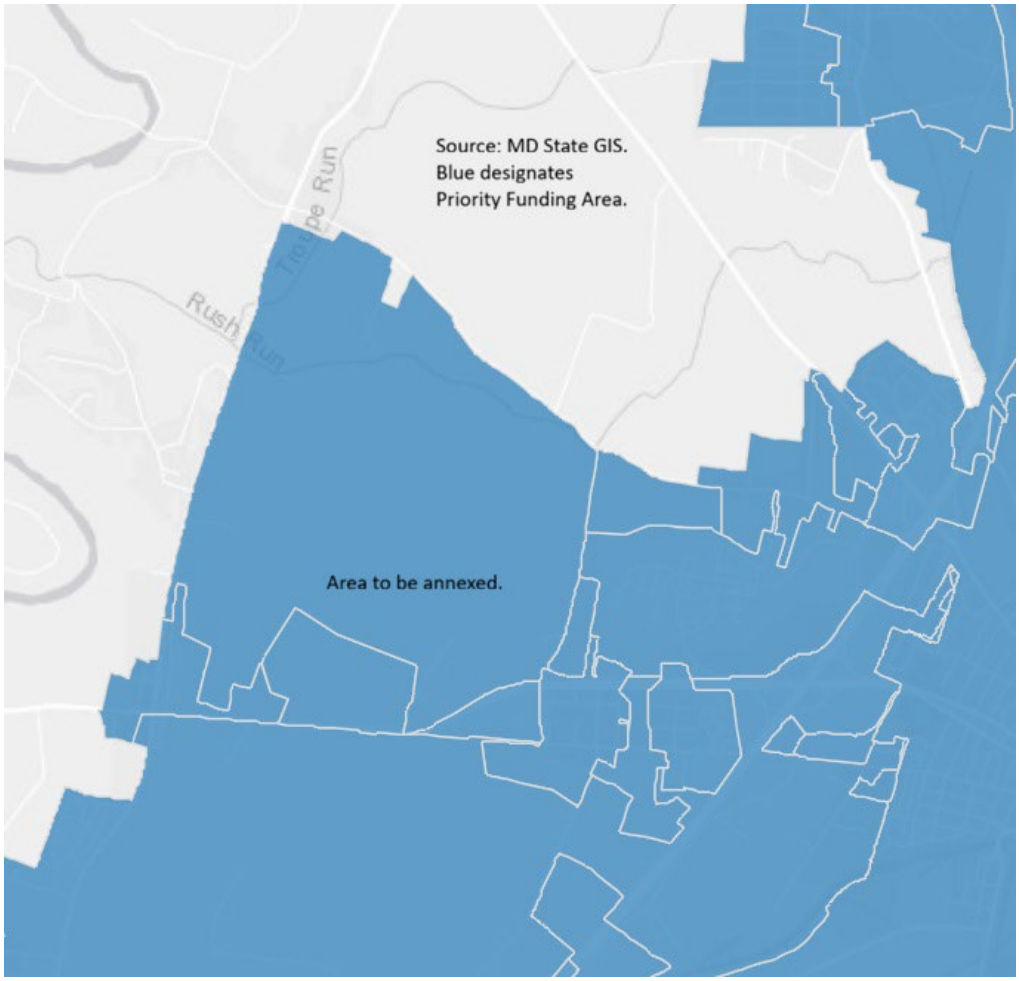
F. Parks and Recreation facility expansions are not proposed for this annexation.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department. Station 4 (Western Enterprise Fire Company), located at 526 Washington Avenue, and the Maugansville Goodwill Volunteer Fire Company, located at 13730 Maugansville Road, are the designated first-call stations for this site.

H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of McDade Road and Logistics Boulevard is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.


Priority Funding Areas
Roads
Priority Funding Areas
Municipal Boundaries
County Boundary
Hancock
Clear Spring
Williamsport
Hagerstown
Smithsburg
Funkstown
Boonsboro
Keedysville
Sharpsburg
WESTERN PIKE
MILLSTONE ROAD
INTERSTATE 70
FAIRVIEW ROAD
CRAMPTON'S GAP
INTERSTATE 81
LEITERSBURG PIKE
RINGGOLD PIKE
JEFFERSON BOULEVARD
CLEAR SPRING ROAD
DOWNSVILLE PIKE
OLD NATIONAL PIKE
NATIONAL PIKE
LAPPANS ROAD
SHARPSBURG PIKE
HARPERS FERRY ROAD
ROHRERSVILLE ROAD


Source: MD State GIS.
Blue designates
Priority Funding Area.
Area to be annexed.
Rush Run

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annexation of Meritus Health, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2026_1027_RS_Public_Hearing_Annexation_of_Meritus_Health_Legal_Ad.pdf	Annexation of Meritus Health, Inc.
2026_1027_RS_Public_Hearing_Annexation_of_Meritus_Health.pdf	Annexation of Meritus Health, Inc.

USA TODAY CO.

LocaliQ

PO Box 630519 Cincinnati, OH 45263-0519

AFFIDAVIT OF PUBLICATION

Donna Spickler
City Of Hagerstown
1 E Franklin ST
RM 202
Hagerstown MD 21740-4859

STATE OF MARYLAND, COUNTY OF WASHINGTON

The Herald-Mail is a daily newspaper of general circulation, printed in the English language and published in the City of Hagerstown in said County and State, and that annexed hereto is a copy of a certain order taken from said newspaper in which the order was published.

Published in the issue dated:
HAG Hagerstown Herald-Mail 09/28/2026, 10/05/2026

Sworn to and subscribed before on 10/05/2026

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost:	$793.00	
Tax Amount:	$0.00	
Payment Cost:	$793.00	
Order No:	12650473	# of Copies:
Customer No:	564187	1
PO #:	PH Notice - Doeys House	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

RECEIVED
OCT 15 2026
BY:

City of Hagerstown
Public Hearing: Proposed Annexation
Tuesday, October 27th, 2026, 7:00 p.m.
City Hall, Council Chambers
1 East Franklin Street Hagerstown, Maryland

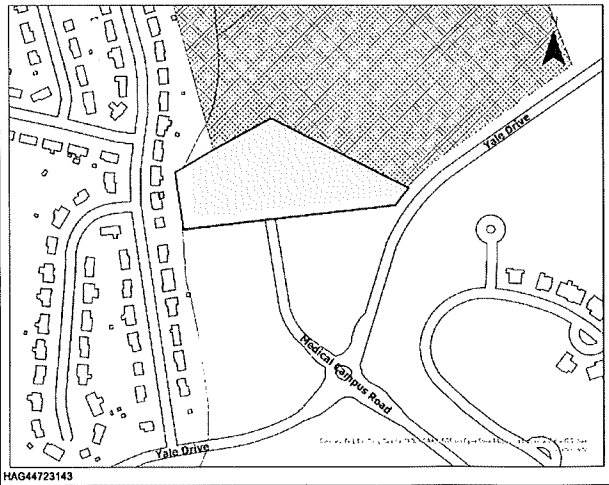
Case No. A-2025-02 (City of Hagerstown): Approximately 4.43 acres of property, contiguous to the eastern corporate limits of the City, including the property located at 11370 Caring Pathway Lane (Tax Map 50, Grid 14, Parcel 1665). The property is currently zoned ORI (Office, Research, and Industry) in the County. The property would be assigned the I-MU (Industrial-Mixed Use) Zoning District in the City.

A resolution to approve the proposed annexation was introduced by the Mayor and City Council on August 25th, 2026 pursuant to the Maryland Local Government Article. A public hearing will be held on October 27th, 2026 as described above, in accordance with § 4-406. The annexation and proposed zoning changes would become effective 45 days following approval of the annexation.

Details of the Proposed Zoning, Tax Maps, and referenced documents are available for review and inspection on the City's website beginning October 23rd, 2026. The Resolution, Annexation Plan, plat, and metes-and-bounds description are also available for inspection at the Department of Planning and Economic Development at 32 North Potomac Street, Suite 200 during regular business hours. For information prior to October 23rd please contact Matthew Ross at the Department of Planning and Economic Development: mross@hagerstownmd.org. Phone: 301-766-4313.

Public notice of the annexation resolution will be published at least two (2) times, at not less than weekly intervals. The final required publication will occur at least fifteen (15) days before the October 27th, 2026 public hearing.

Testimony for Public Hearings will be accepted in person at the scheduled meeting. Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes. Persons requiring special accommodation for the Public Hearing may contact the Office of the City Clerk, 301-739-8577, extension 113. Hearing impaired individuals may call 301-797-6617 (TDD).



HAG44723143

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: October 27th, 2026

SUBJECT: Public Hearing: A-2025-02 Doey's House – 11370 Caring Pathway Lane

A public hearing is scheduled for October 27 for the annexation of a portion of the Meritus property located at 11370 Caring Pathway Lane.

The Annexation Plan was approved and the annexation resolution was introduced at the Regular Session on August 25, 2026. As required by State Law, two notices were advertised and the resolution, annexation plan and related documents were provided to the appropriate county, regional and state planning agencies, and the members of the Maryland legislature in whose districts this property is located at least 30 days prior to the public hearing.

Background

On February 26, 2016, the property owner entered into an annexation agreement to receive City water and wastewater services. The annexation agreement covers the northern portion of the property occupied by the Doey's House hospice facility. The remainder of the 18.89-acre parcel, which is bisected by Yale Drive, is not covered by the annexation agreement and is not included in this annexation. The area to be annexed became contiguous when subsequent annexations went into effect.

A-2025-02: 11370 Caring Pathway Lane – Part of Tax ID 50-14-1665:

- The area to be annexed is +/- 4.39 acres.
- Contiguous to the City.
- The parcel is within the City's MRGA, the County's UGA and the State's Priority Funding Area.
- County Zoning: ORI (Office, Research Institutional).
- Proposed City Zoning: I-MU (Industrial Mixed-Use).
- Property fronts Caring Pathway Lane and Yale Drive
- Water is served by the City.
- Wastewater service is served by the City.
- Public safety will be provided by the City of Hagerstown Police Department, the City of Hagerstown Fire Department and Community Rescue Service.
- Electric is provided by Potomac Edison.

Zoning Compatibility:
The Maryland Department of Planning has determined that the requested zoning for the annexation is not substantially different from the existing County zoning and therefore, express approval by the Board of County Commissioners is not required. The County offered comments stating the proposed zoning "appears to be substantially consistent" with the existing county zoning and therefore express approval by the Board of County Commissioners is no needed. The letters from the Maryland Department of Planning and Washington County are attached.

Next Steps
After the Public Hearing, the Mayor and City Council may approve or reject the Annexation Resolution. If the Resolution is approved, the Annexation becomes effective in 45 days. A follow-up discussion on this Hearing is scheduled for November 10th, 2026.

C: Directors Team
Stephen R. Bockmiller, AICP, Deputy Director for Planning and Zoning Administration
Doug Reaser, Economic Development Manager
City Attorneys

Attachments:
Annexation Resolution
MDP Letter
Washington County Letter

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article §4-403 of the Annotated Code of Maryland, may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 et seq., the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, said annexation is identified on the Annexation Plat, shall be popularly known as "A-2025-02"; Pre-Annexation Agreement WS-2016-01 Meritus Health, Inc" for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat**; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement**; and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 et seq., be and are hereby amended so as to annex and include within

said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial-Mixed Use) upon annexation as shown in **See Exhibit C- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan**.

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST AS TO CORPORATE SEAL

BY ORDER OF THE MAYOR AND THE CITY COUNCIL OF HAGERSTOWN, MARYLAND

_____

Donna K. Spickler

City Clerk

_____

William B. McIntire

Mayor

Date Introduced:	August 25th, 2026
Public Hearing Date:	October 27, 2026
Date of Passage:	To be determined.
Effective Date:	To be determined.

Exhibit A

5171 0388

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

Case No. WS-2016 - 01

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 23rd day of February, 2016, by and between MERITUS HEALTH, INC., a Maryland corporation, party of the first part, hereinafter called "PROPERTY OWNER" and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second party, hereinafter called "CITY".

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby annexation, except in certain situations, is a prerequisite to the City providing its services including water and sewerage services to serve any properties beyond the corporate boundaries of the City; and

WHEREAS, the property of the Property Owner as hereinafter described (hereinafter "the Property") is subject to the annexation policy and no exception in said policy is applicable; and

WHEREAS, the Property is not now contiguous to the City; and

WHEREAS, the Property Owner is willing to consent to have the Property annexed into the City at such time as the Property shall become contiguous to the City; and

WHEREAS, the Property Owner agrees that if and when the Property becomes contiguous to the City it is in the interest of the Property Owner and the Property that it become a part of the City of Hagerstown; and

WHEREAS, Property Owner has been fully informed and fully understands that he must request annexation and submit to annexation the Property in order to obtain the benefit of the said City services.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar ($1.00) paid by the Property Owner to City, the mutual covenants and promises of the parties and other

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0388, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0389, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its public water and sewer service to serve the property of Property Owner prior to annexation, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is a +/- 4.39 acre portion of the property located to the northwest of the intersection of Medical Campus Road and Yale Drive, being part of and shown on Washington County Tax Map 50, Grid 14, as Parcel 1665; Tax I.D. #10-059879. An exhibit prepared by Fox & Associates, dated December 2015 depicting the subject property is attached hereto as **Exhibit A** and a metes and bounds legal description of the property, also prepared by Fox & Associates and dated January 22, 2016, is attached hereto as **Exhibit B**.

2. City shall, subject to the terms and conditions of this Agreement, extend public water and sewer service to and for the benefit of the Property and the Property Owner herein.

3. The Property Owner shall pay all of the costs and expenses of the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of the services and the payment therefor.

4. Property Owner agrees to pay all connection, benefit and other charges in accordance with the rates then in effect according to Water Department and Sewer Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the services provided, now in effect, and which may be placed in effect at any future date.

6. Property Owner agrees that it will, if an annexation resolution shall be initiated for the Property, agree to support the annexation of the Property and the annexation procedure.

7. It is distinctly understood and agreed that, if the Property Owner takes action in opposition to the annexation of the property and/or withholds or withdraws support for such annexation, City shall not be required to make any further provision of the requested services to the Property. (However, no then existing services shall be discontinued.)

8. It is further understood and agreed that should Property Owner's property be annexed, Property Owner shall be subject to all the Ordinances and rules and regulations of City and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

9. Additional Provisions: None

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

10. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. This Agreement shall be valid and binding upon the heirs, personal representatives, successors and assigns of the parties hereto, and shall be considered as a covenant running with the land of Property Owner, and a copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland, at the expense of Property Owner.

12. Covenant of further assurances.

13. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property pursuant to this Agreement, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

IN WITNESS WHEREOF, the Property Owner has hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

MERITUS HEALTH, INC.

By: _____
Name: Joseph R. Ross
Title: President

ATTEST:

_____
Donna Spickler, City Clerk

MAYOR AND CITY COUNCIL
OF HAGERSTOWN

_____
David S. Gysberts, Mayor

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0390, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 10th day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared Joseph Ross and acknowledged the foregoing Agreement to be his act and deed on behalf of MERITUS HEALTH, INC..

WITNESS my hand and Notarial Seal.

My Commission Expires: 5-11-2018

Penny M. Florek, Notary Public

Penny M. Florek
NOTARY PUBLIC
Washington County, Maryland
My Commission Expires 5/11/2018

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 23 day of February, 2016, before me, a Notary Public in and for said County and State, personally appeared David S. Gysberts, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: 12-26-2017

, Notary Public

EMILY McFARLAND
NOTARY PUBLIC
WASHINGTON COUNTY
MARYLAND
MY COMMISSION EXPIRES 12-26-2017

MAIL TO: City of Hagerstown Planning & Code Administration Division
One East Franklin Street, Room 300
Hagerstown, Maryland 21740-4987

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0391, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

5171 0392
CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY, MARYLAND

CURVE TABLE

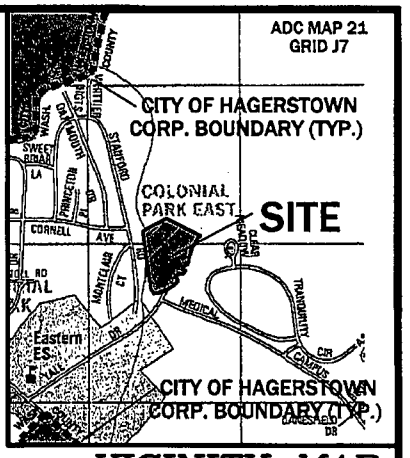
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	32°09'15"	670.00'	376.00'	193.09'	S 25°11'51" W	371.09'
C2	6°52'08"	530.00'	63.52'	31.80'	S 12°33'13" W	63.48'
C3	3°18'57"	530.00'	30.67'	15.34'	S 27°08'43" W	30.67'
C4	99°35'39"	50.00'	86.91'	59.16'	S 78°36'00" W	76.38'
C5	97°23'21"	50.00'	84.99'	56.90'	S 02°54'30" E	75.12'
C6	36°13'15"	550.00'	347.70'	179.88'	S 63°53'48" W	341.93'

ACCESS EASEMENT CURVE TABLE

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING	CHORD LENGTH
C1	43°17'49"	165.00'	124.69'	65.49'	N 29°57'13" W	121.74'
C2	43°17'49"	135.00'	102.02'	53.58'	S 29°57'13" E	99.61'

ACCESS EASEMENT LINE TABLE

LINE	BEARING	DISTANCE
L1	N 51°36'08" W	58.16'
L2	S 51°36'08" E	58.16'



VICINITY MAP

SCALE: 1"=2000'

COPYRIGHT ADC THE MAP PEOPLE
PERMIT USE NUMBER 21004221

JOHN RHOADS
201 STANFORD RD.
TM 50 P. 1715
L. 3009/F. 327

MERITUS HEALTH INC. TM
T.M. 50 P. 1718
L. 4794/F. 342

HAROLD & BARBARA YOUNKINS
205 STANFORD RD.
TM 50 P. 1715

N 59°39'01" E
148.58'

N 61°48'54" E 220.91'

S 65°21'01" E 516.93'

PROPERTY EXHIBIT
FOR
LANDS OF
MERITUS HEALTH, INC.
p/o L. 4794 F. 342
T.M. 50 P. 1665
4.39 Ac.
"SUBJECT TO PRE-ANNEXATION AGREEMENT"

230.74'

794.22'

N 08°18'18" W

LEASE LINE

30.00'

A=93.61'

S 81°41'42" W

702.34'

ACCESS EASEMENT
13,580 sq. ft.
0.31 Ac.

N 08°18'18" W 281.15'

S 08°18'18" E 281.15'

REMAINDER OF
LANDS OF
MERITUS HEALTH, INC.
p/o L. 4794 F. 342
T.M. 50 P. 1665
7.07 Ac.
"NOT SUBJECT TO
PRE-ANNEXATION
AGREEMENT"

100' RIGHT-OF-WAY

DRIVE

C1 C2 C3 C4 C5 C6

L1 L2 L3 L4

S 22°36'58" W
85.10'

S 38°23'50" W
60.00'

50.00'

N 33°47'19" W
794.81'

YALE

MEDICAL CAMPUS RD.
100' RIGHT-OF-WAY

STATE OF MARYLAND
RUSSELL E. TOWNSEND
10812
REGISTERED
PROPERTY LINE SURVEYOR

OWNER:
MERITUS HEALTH, INC.
11116 MEDICAL CAMPUS RD #3945
HAGERSTOWN, MARYLAND 21742

EXHIBIT 'A'

H:\14\31071 Doeye House\01-PROP DESCR.dwg Jan 21, 2016 - 11:07am User: rbuhman

DRAWN BY: R.L.B.	DATE: DEC. 2015	**FOX & ASSOCIATES, INC.**	DISTRICT 10
CHECKED BY: R.E.T.	DATE: DEC. 2015	ENGINEERS • SURVEYORS • PLANNERS	TAX MAP No. 50
SCALE: 1" = 100'		981 MT. AETNA ROAD, HAGERSTOWN, MD. 21740 PHONE: (301)733-8503	DWG. No. A-17947

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0392, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

5171 0393

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

DESCRIPTION OF PROPERTY

FOX & ASSOCIATES, INC.
ENGINEERS•SURVEYORS•PLANNERS
981 Mount Aetna Road
Hagerstown, MD 21740

Lease Area For Proposed Doey's House

Location: Hagerstown, Washington County, Maryland

Prepared By: Russell E. Townsley Date: March 19, 2015, Revised January 22, 2016

Situate northwest of Yale Drive and Medical Campus Drive in Election Districts No. 10 & 18, Washington County, Maryland and being more particularly described as follows:

Beginning at a point being at or near the end of the ninth or N 63° 36' 27" E 539.67 feet line of a deed from Diane Y. Paddock, Attorney in Fact for Edyth M. Young by Power of Attorney to Washington County Endowment Development Company Inc., dated March 11, 1992 and recorded at Liber 1030, Folio 787 among the land records of Washington County, Maryland, thence with a portion of said line, reversed and with corrected bearings and distances

1) S 63° 21' 01 " E 516.93' to point in the west right-of-way line of future Yale Drive thence with said future right-of-way line with a curve to the left having a radius of 670.00', and arc length of 93.61' and a chord bearing and distance of

2) S 37° 16' 19" W 93.53' to a point, thence leaving said future Yale Drive

3) S 81° 41' 42" W 702.34' to a point, thence binding on Colonial Heights

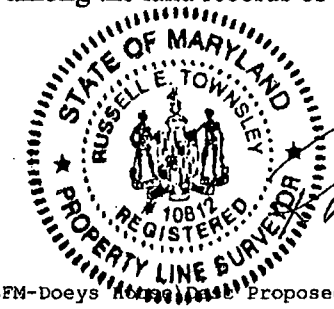
4) N 08° 18' 18" W 230.74' to a point, thence continuing with Colonial Heights

5) N 59° 39' 01" E 148.58' to a point, thence binding on lands now or formerly of Frances Young L. 836 F. 733

6) N 61° 48' 54" E 220.91' to the point of beginning.

Containing 4.39 acres of land more or less.

Being part of the lands conveyed to the Washington County Endowment Company, Inc. by deed dated March 11, 1992 and recorded in Liber 1030 Folio 787 among the land records of Washington County, Maryland.



WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0393, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

5171 0394

CLERK OF THE CIRCUIT COURT
WASHINGTON COUNTY

LR - Government
Instrument 0.00
Agency Name: city of
hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Reference/Control #:
==========
Total: 0.00
02/29/2016 12:02
CC21-TR
#5667010 CC0403 -
Washington
County/CC04.03.04 -
Register 04

WASHINGTON COUNTY CIRCUIT COURT (Land Records) DJW 5171, p. 0394, MSA_CE18_5123. Date available 03/01/2016. Printed 03/12/2025.

This page not to be counted in calculating Recording Fee

Clerk of Circuit Court
Washington County, Maryland
Dennis J. Weaver, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____

Exhibit B



EX. CORPORATE BNDY

NEW ANNEXATION

PARCEL LINES

ANNEXATION

PREVIOUS ANNEXATION

ADJOINER INFORMATION

1	RHOADS JOHN E	L-F 3009-327
2	SOKOL KEVIN, SOKOL MARK	L-F 5650-167
3	KNOWLDEN MATTHEW, KELLY MCKENNA L	L-F 7488-422
4	ROGERS JEFFREY L	L-F 4942-476
5	SCHLOSSBERG AARON KYU SCHLOSSBERG MINA KIM	L-F 7517-316

PREVIOUS ANNEXATION A-2018-01 MERITUS MEDICAL CENTER INC L-F 5441-94

MERITUS MEDICAL CENTER INC
"DOEY'S HOUSE"
LEASE PARCEL
L-F 5171-388
4.43 ACRES M/L

L1 L2 L3 L4 L5 C1

CITY OF HAGERSTOWN
WASHINGTON COUNTY

NOT A LOT LINE

NEW LINE OF ANNEXATION

MERITUS MEDICAL CENTER INC
L-F 5171-388

THIS PORTION NOT SUBJECT TO PRE-ANNEXATION AGREEMENT PER L-F 5171-388

STANFORD ROAD

YALE DRIVE - R/W 100'

N

LINE TABLE		
LINE	BEARING	DIST.
L1	N 63° 18' 55" W	516.93'
L2	S 60° 48' 15" W	220.50'
L3	S 58° 47' 01" W	149.03'
L4	S 08° 18' 18" E	230.74'
L5	N 81° 41' 42" E	702.34'

CURVE TABLE			
CURVE #	RADIUS	CH LENGTH	CH BEARING
C-1	670'	95.85'	N33° 56' 09"E

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are City of Hagerstown, Meritus Medical Center INC., Washington County Commisioners. The undersigned adopted Resolution No. _____ on _____. City of Hagerstown, Meritus Medical Center INC., Washington County Commisioners consented to the Annexation of its parcel, which consent is evidenced in Exhibit A1 attached to the Resolution."

William McIntire
Mayor of the City of Hagerstown

60 0 30 60 120

GRAPHIC SCALE: 1 INCH = 60 FT.

SURVEYOR'S CERTIFICATION

I hereby certify that the plat shown hereon is correct and that existing monumentation was held as the property corner where such monumentation closely agrees with the recorded deed calls and that according to my professional opinion, the property shown and described hereon and the surveys on which it is based were prepared and performed in accordance with Title 9, Subtitle 13, Chapter 6.03 of the Annotated Code of Maryland and the Guidelines and Requirements for Annexation Surveys for the City of Hagerstown.

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
Exp. 12-22-2025

Wash Co MISC. Plat #_____

Annexation Plat
Doey's House

CITY OF HAGERSTOWN, MD
ENGINEERING DEPARTMENT

Washington County Tax Map No. 050
11370 Caring Pathway Ln. Hagerstown,
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS	Date: xx/xx/xxxx	Scale 1" = 60'
Survey By: Initials	Date: xx/xx/xxxx	
		City Tax Map 89

SHEET No.	CITY DRAWING NUMBER
1 of 1	70-132-01

Exhibit C

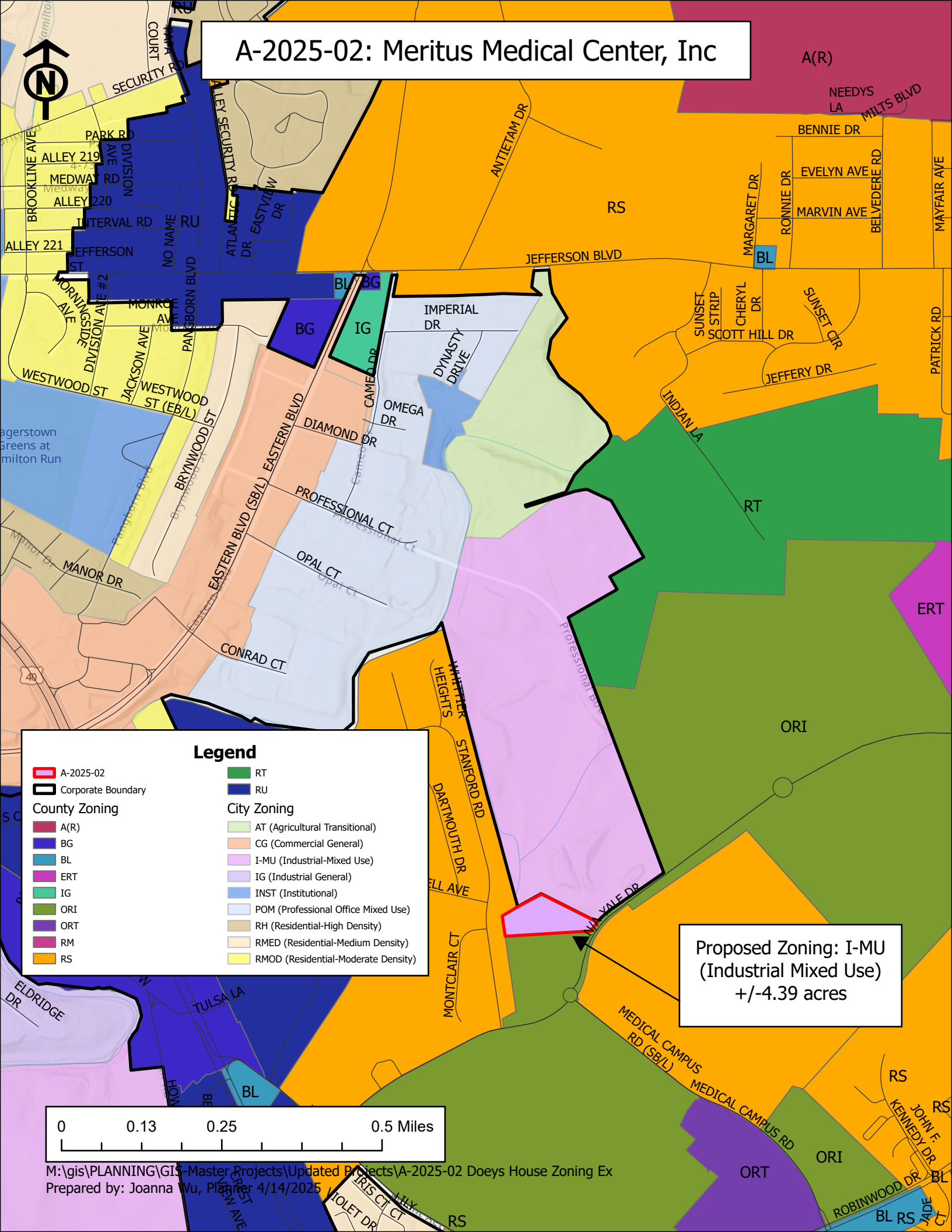

A-2025-02: Meritus Medical Center, Inc
Legend
A-2025-02
Corporate Boundary
County Zoning
A(R)
BG
BL
ERT
IG
ORI
ORT
RM
RS
RT
RU
City Zoning
AT (Agricultural Transitional)
CG (Commercial General)
I-MU (Industrial-Mixed Use)
IG (Industrial General)
INST (Institutional)
POM (Professional Office Mixed Use)
RH (Residential-High Density)
RMED (Residential-Medium Density)
RMOD (Residential-Moderate Density)
Proposed Zoning: I-MU (Industrial Mixed Use) +/-4.39 acres
0
0.13
0.25
0.5 Miles
M:\gis\PLANNING\GIS-Master Projects\Updated Projects\A-2025-02 Doeys House Zoning Ex
Prepared by: Joanna Wu, Planner 4/14/2025
SECURITY RD
COURT
ALLEY SECURITY RD
PARK RD
BROOKLINE AVE
ALLEY 219
MEDWAY RD
ALLEY 220
INTERVAL RD
ALLEY 221
JEFFERSON ST
NO NAME
ATLANTA DR
EASTVIEW DR
DIVISION AVE
MORNINGSIDE AVE
DIVISION AVE #2
MONROE AVE
JACKSON AVE
PANGBORN BLVD
WESTWOOD ST
WESTWOOD ST (EB/L)
BRYNWOOD ST
EASTERN BLVD
EASTERN BLVD (SB/L)
CAMELOT DR
DIAMOND DR
OMEGA DR
IMPERIAL DR
DYNASTY DRIVE
PROFESSIONAL CT
OPAL CT
CONRAD CT
MANOR DR
ANTIETAM DR
JEFFERSON BLVD
NEEDYS LA
MILTS BLVD
BENNIE DR
EVELYN AVE
MARVIN AVE
MARGARET DR
RONNIE DR
BELVEDERE RD
MAYFAIR AVE
SUNSET STRIP
CHERYL DR
SUNSET CIR
SCOTT HILL DR
JEFFERY DR
PATRICK RD
INDIAN LA
WHITTIER HEIGHTS
STANFORD RD
DARTMOUTH DR
MONTCLAIR CT
YALE DR
MEDICAL CAMPUS RD (SB/L)
MEDICAL CAMPUS RD
JOHN F. KENNEDY DR
ROBINWOOD DR
JADE CT
ELDRIDGE DR
TULSA LA
IRIS CT
VIOLET DR
FOREST VIEW AVE
A(R)
RS
BL
BG
IG
RU
RT
ERT
ORI
ORT

Exhibit D

City of Hagerstown, Maryland

Annexation Case No. A-2025-02

Property Owners: Meritus Medical Center Inc.

Applicant: City of Hagerstown

Location of Property: 11370 Caring Pathway Lane (Tax Map 50, Grid 14, Parcel 1665)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

A. The area of annexation is approximately +/- 4.39 acres. The property subject to annexation is the portion of the property located to the northwest of the intersection of Medical Campus Road and Yale Drive.

B. The proposed zoning is I-MU (Industrial Mixed Use). The purpose of the I-MU District is to provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

   The I-MU zoning classification proposed for this site is substantially similar to the County's current zoning of ORI (Office, Research and Industry), which allows for a wide array of permitted uses.

C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 Comprehensive Plan, visionHagerstown 2035.

D. It is within the County's Urban Growth Boundary and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.

B. The uses of the annexation area are non-residential in nature and will have no additional impact on the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed

A. The property is approved for City water service per the annexation agreement. Sufficient capacity exists to serve the property. The property is developed and served.

B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed constructed and maintained as part of the development or re-development of the area of annexation, shall be that the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.

C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

The Hagerstown Light Department (HLD) provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by HLD. Contact HLD for details regarding street light installation requirements.

D. This property is currently within Funkstown's response district for emergency services. However, HFD also responds to this location for alarm activations and greater emergencies. No significant impact on emergency medical service delivery is expected. Station 3 will be the primary city response station.

E. The area proposed for annexation fronts Caring Pathway Lane and Yale Drive. This annexation does not propose any change to current ownership or service. Any public roads constructed in the future within the area of annexation will be completed at the

direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

F. Parks and recreation facility expansion are not proposed for this annexation.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.

H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Yale Drive is performed by Washington County. Caring Pathway Lane is a private road. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

October 9, 2026

The Honorable William B. McIntire
1 E. Franklin St.
Hagerstown, MD 21740

Dear Mayor McIntire,

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the Doey's House annexation. MDP has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. In reviewing this annexation request, it is the Department's view that the proposed Hagerstown zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed city's zoning district are similar in nature to the proposed uses described in the county's current zoning designation. MDP recommends that the town confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see MDP's attached Annexation Review for further details of our analysis.

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA) and will therefore remain designated as a PFA upon annexation. Upon the effective date of Resolution A-2025-02, and once MDP has received official notification of the annexation from the Department of Legislative Services, MDP will confirm that no changes have occurred since our initial review and affirm the PFA eligibility of the property. If Hagerstown does not want the annexation parcel to be considered for designation as a PFA, then the city should notify MDP prior to the January 8th, 2027, effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. MDP would like to inform the city of 2025's Senate Bill 245 - Municipalities – Annexation Resolutions – Submission to the Department of Planning. This bill, effective October 1, 2025, requires municipalities to send a copy of the signed annexation resolution(s) to MDP within 10 days of when the resolution(s) take effect. This is an addition to the existing list of entities outlined in Section 4-414 of the Local Government Article. To expedite MDP's updating of the PFA status, please send Daniel Mullinix

(daniel.mullinix@maryland.gov) a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Korey Layman, at korey.layman@maryland.gov.

Sincerely,



Joe Griffiths, AICP
Director, Planning Best Practices

cc: Stephen Bockmiller, AICP, Deputy Director, City of Hagerstown
Alyssa Sabetto, Director, Washington County
David Cotton, Director, Western Maryland Regional Office, MDP
Korey Layman, Regional Planner, MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review
Doey's House Annexation

Municipality	Hagerstown
Name of Annexation	Doey's House Annexation
Resolution Number	A-2025-02-11370
Size of Parcels	4.39 Acres
Is the property contiguous in accordance with Section 4-401?	Yes
Public Hearing Date	10/27/2026
Current County Zoning	Office, Research, and Industry (ORI)
Existing Density	N/A

Purpose of the Current County Zoning District
The purpose of the Office, Research, and Industry District (the "ORI" District) is to provide appropriate locations for a broader mixture of uses than are permitted in the "ORT" or other industrial districts. Uses permitted in the "ORI" District can be compatible amongst themselves and with adjacent development due to a low level of nuisance inherent in the use or through required strict adherence to specific performance standards.

Permitted Use in the Current County Zoning District
Provide appropriate locations for a broader mixture of uses than are permitted in the “ORT” or other industrial districts. Uses permitted in the ORI District can be compatible amongst themselves and with adjacent development due to a low level of nuisance inherent in the use or through required strict adherence to specific performance standards.

Research Institutions, Laboratories, Offices, Educational Institutions including, but not limited to, business and trade schools and colleges, Government office buildings, warehouses in combination with and physically attached to any principal use providing that the warehouse does not exceed more than 20% GFA, child and adult daycare facilities, public service structures, such as firehouses, rescue services, libraries, hotels, banks, etc.

Proposed Municipal Zoning
Industrial Mixed-Use (I-MU)

Purpose of the Proposed Municipal Zoning District
Industrial Mixed-Use (I-MU): To provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

Permitted Use in the Proposed Municipal Zoning District
Light Manufacturing (25,000 SF or less in GFA), Research and development offices and laboratories, including physical, chemical, and biological subjects, Warehousing and storage, carpet and upholstery cleaning services, personal household goods repair and maintenance.

Are the permitted uses in the proposed municipal zoning similar to those in the county zoning? Yes
From a use perspective, the proposed Industrial Mixed-Use (I-MU) classification is generally consistent with the county Office, Research, and Industry (ORI) zoning classification because the allowable uses from each of the perspective zoning classifications are similar in nature with an emphasis on office buildings, laboratories, warehouses, etc.

Is the permitted density in the proposed municipal zoning similar to density permitted in the county zoning? No
N/A Non-residential.

County waiver recommended? No
County waiver appears to not be needed, but MDP recommends that the town confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article.

Issues of State interest:
No issues of state interest.

Is the property in a Designated Growth Area? Yes

Yes, Parcel 1665 is within the Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035: Map 2-4: Hagerstown Growth Boundaries.

Is the property eligible to become a Priority Funding Area? Yes

The property proposed for annexation is currently located within a county-certified Priority Funding Area (PFA) and appears to be likely to remain a PFA upon annexation. The Hagerstown Comprehensive Plan notes parcel 1665 as being within the city's MRGA. The parcel is classified as S-5 and W-5 or "Planned Service" in the 2009 Update of the Washington County Water and Sewerage Plan. The S-5 and W-5 designations do not specifically state that water and sewer service will be established within a 10-year period, they also generally do not permit the extension of existing community water systems, nor do they allow for permanent new water systems to be established. However, parcel 1665 is within a MRGA, which Hagerstown states that properties annexed that are within the city's MRGA will receive utilities from the City upon annexation.

Maryland Department of Planning Reviewer: korey.layman@maryland.gov
Date Submitted: 9/15/2026

Maryland
DEPARTMENT OF PLANNING

MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

   The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

   State Department of Legislative Services
   Legislative Division
   90 State Circle
   Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link https://www.census.gov/programs-surveys/bas.html

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel Municipal
Resolution Reposition Department of Legislative
Services
90 State Circle
Annapolis, MD 21401-1991

Municipal Corporation _____ County(ies) _____

Name and Title of Official Submitting this Resolution _____

Address _____ Phone _____

Date of Submitting this Resolution* _____

Resolution Number _____ Date Enacted by Legislative Body _____

Effective Date** _____

1) *For an annexation resolution,* state the charter section (e.g., boundary description section, appendix) that is amended_____OR state the charter section (e.g., general powers section) pursuant to which the property is annexed_. (*Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property*.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments_____.

2) Number of votes cast by the legislative body for_____and against_____this resolution.

3) Will this resolution be petitioned to referendum? _____

If "yes", date of the referendum election (if known)_____.

* *A resolution should be submitted to the Department of Legislative Services* ***10 days after the effective date*** *of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

DLS/9-14

Washington County
MARYLAND
DEPARTMENT OF PLANNING & ZONING
ZONING | PLAN REVIEW | COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

October 21, 2026

The Honorable William B. McIntire, Mayor
City of Hagerstown, City Hall
1 E. Franklin Street
Hagerstown, MD 21740

Re: Annexation Resolution No. A-2025-02 – Doey's House

Dear Mayor McIntire,

Thank you for providing the Board of County Commissioners of Washington County with the information regarding the annexation of 4.43 acres of land, contiguous to the eastern corporate limits of the City, located at 11370 Caring Pathway Lane and owned by Meritus Medical Center Incorporated. We have reviewed the submitted materials and offer the following comments.

As you are aware, §4-416(b) of the Local Government Article of the Annotated Code of Maryland states that the proposed zoning to be applied to newly annexed parcels cannot be substantially different from the existing County zoning. The parcel segment subject to this annexation is currently zoned Office, Research and Industry (ORI) by the County. According to the Annexation Plan, the City intends to apply Industrial Mixed Use (I-MU) zoning to the property upon the effective date of the annexation.

The County's ORI zoning is a special zoning district that principally permits a wide range of employment uses with low nuisance potential, including office buildings, educational institutions, healthcare facilities and financial institutions. Limited commercial activities intended to support employees are also permitted. The City's I-MU district is oriented toward office and light industrial park uses. Neither district allows for residential development.

Based upon my review, the City's proposed I-MU zoning appears to be substantially consistent with the existing County ORI zoning; therefore, express approval by the Board is not warranted. The City may not authorize development that is substantially different from what is permitted under the County's ORI district for a period of five (5) years following annexation. Should the property owner wish to pursue a development proposal that would constitute a substantial difference before the expiration of the five-year period, they may petition the Board of County Commissioners for express approval. The owner or developer may contact my office for further guidance on the application process. Express approval is not guaranteed.

If you have any questions regarding these comments, please feel free to contact me.

Sincerely,

Alyssa Sabetto
Director / Zoning Administrator

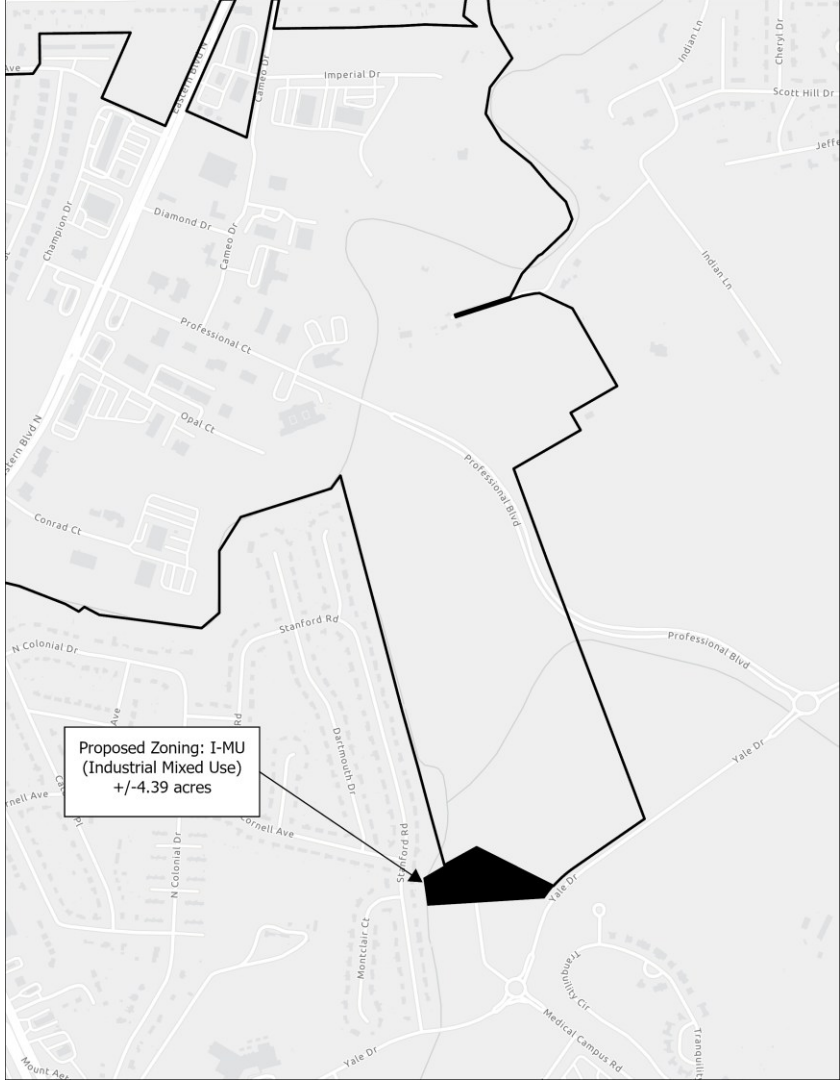
Cc: Jill Thompson, Director, Department of Planning and Economic Development, City of Hagerstown
Matthew Ross, Planner I, Department of Planning and Economic Development, City of Hagerstown
Korey Layman, Regional Planner, Western MD Regional Office, Maryland Department of Planning

Public Hearing: A-2025-02 Meritus - Doey's House 11370 Caring Pathway Lane

Mayor and City Council Meeting
October 27, 2026

Property Information

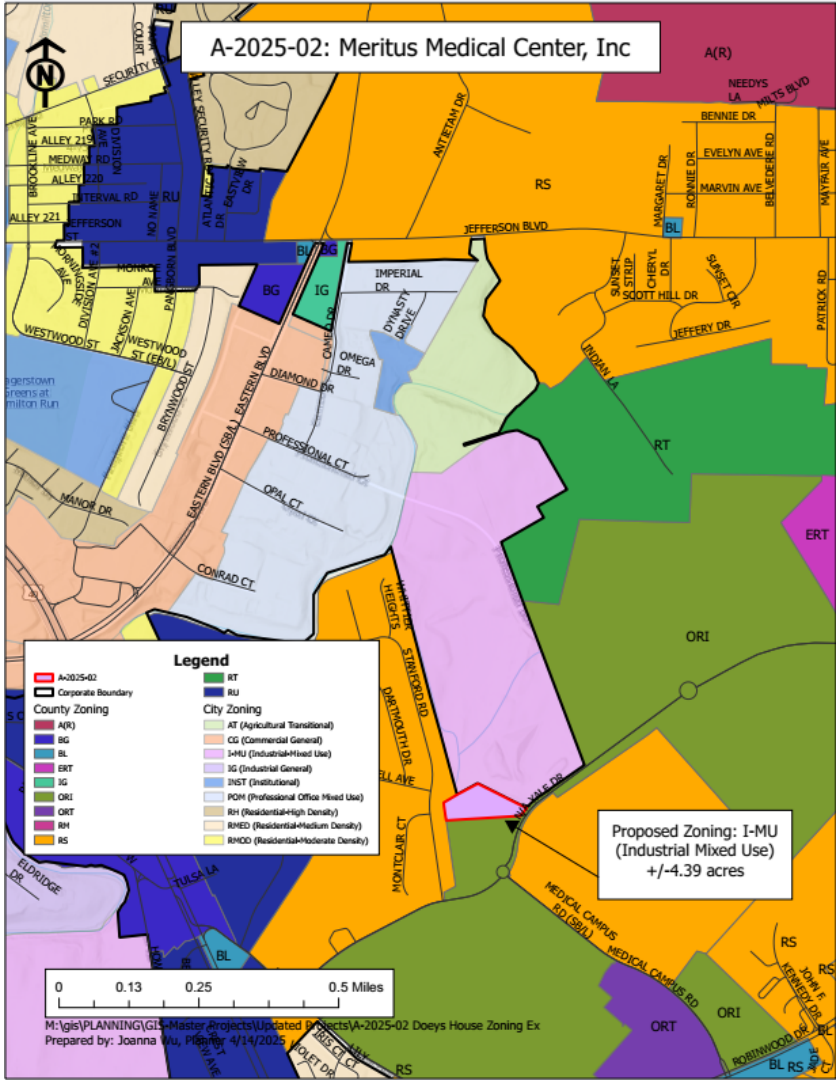
- Annexation of Doey's House Hospice Property
- 11370 Caring Pathway Lane (Tax Map 50, Grid 14, part of Parcel 1665)
- Total Acreage: ±4.39 acres



Hagerstown

Zoning

- Current County Zoning: ORI (Office, Research, and Industrial)
- Proposed City Zoning: I-MU (Industrial-Mixed Use)
- The area to be annexed is within the City's MRGA, the County's UGA, and the State's PFA



Hagerstown

Annexation Plan

- Water and Wastewater are served by the City.
- This annexation will not involve taking ownership of the roads maintained by the County or the State.
- Public safety services will be provided by City Police and City Fire Station 3 with assistance from Funkstown Volunteer Fire Department as part of a mutual assistance agreement.
- Electric utility service is served by Potomac Edison Company of First Energy.
- Planning Commission reviewed the zoning request and the Annexation Plan and recommend positively.

State Law Compliance

- 2 public notices were published advertising this public hearing
- Annexation Plan and Resolution sent to the following agencies at least 30 days prior to hearing
  - Washington County
  - Tri-County Council for Western Maryland
  - Maryland Department of Planning (MDP)
  - State Delegates and Senators as required by state law

MDP Letter

- Received on October 9th, 2026.
- According to State Law proposed zoning (I-MU) cannot be substantially different from current county zoning (ORI) without obtaining express approval from the Board of County Commissioners
- MDP determined that the proposed zoning is not substantially different from the current county zoning
- Current county zoning allows doctors offices, clinics, laboratories, engineers, banks, data processing centers, post offices, and local retail services.
- Proposed zoning allows light manufacturing, research and development office and laboratories, warehouse and storage, carpet and upholstery services, personal household goods repair and maintenance.
- MDP expressed the opinion that express approval is not required.

Washington County Letter

- Received on October 21st, 2026.
- According to State Law proposed zoning (I-MU) cannot be substantially different from current county zoning (ORI) without obtaining express approval from the Board of County Commissioners
- Washington County determined that the proposed zoning is substantially consistent to the current county zoning
- Current county zoning permits a wide range of employment uses with low nuisance potential, including office buildings, education institutions, healthcare facilities and financial institutions.
- Washington County stated that express approval is not required.

Annexation Schedule

August 25th:

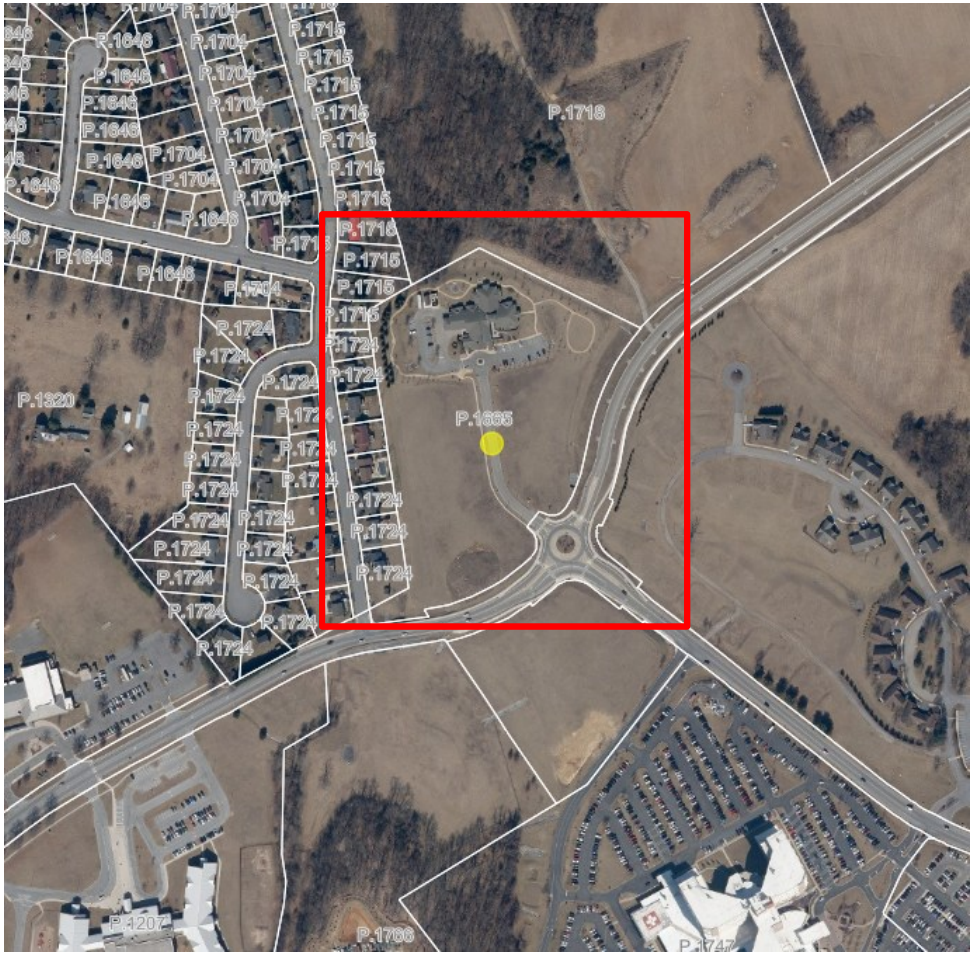
- Annexation Resolution introduced
- Annexation Plan adopted

October 27th:

- Public Hearing (today)

November 10th:

- Follow-Up Discussion



Hagerstown

Questions/Comments

- At this time, I would like to enter into the record the certificate of advertisement and the file by reference for A-2025-02.

Matthew Ross, Planner
mross@hagerstownmd.org

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2026_1027_RS_Public_Hearing_Annexation_of_Burkholder_McDade.pdf	Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions
2026_1027_RS_Public_Hearing_Annexation_of_Burkholder_McDade_Legal_Ad.pdf	Annexation of Burkholder Lane Acquisitions and McDade Road Acquisitions

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Matthew Ross, Planner

DATE: October 27th, 2026

SUBJECT: Public Hearing: A-2026-02 Burkholder McDade

Background

The applicants submitted an annexation petition on July 1st, 2026 to annex the properties at 12440 Burkholder Land and 12660 McDade Road. The Mayor and City Council introduced the Annexation Resolution and approved the Annexation Plan at the Regular Session on August 25th, 2026. As required by State Law, there were four published notices advertising the Public Hearing, and the Annexation Plan was provided to the County, Regional, and State Planning agencies at least 30 days prior to the Hearing.

A-2026-02: 12440 Burkholder Lane and 12660 McDade Road – Tax ID 36-18-0013 and 36-12-0414:

- The area of the properties is +/- 171.88 acres.
- Contiguous to the City
- Both parcels are within the County's UGA and the State's Priority Funding Area.[1]
- Parcel 13 is within the City's MRGA, while Parcel 414 is not.
- County Zoning: PI (Planned Industrial)
- Proposed City Zoning: I-MU (Industrial Mixed-Use)
- Area to be annexed fronts Logistics Boulevard and McDade Road.
- Water will be served by the City upon development. However, water will not be served to Parcel 414 until that property is included in the Medium Range Growth Area or an exception to the Annexation Policy is approved.
- Wastewater will be served through the J.S.S.A.
- Public safety will be provided by the Hagerstown Police Department, the City of Hagerstown Fire Department and Community Rescue Service.
- Electric is served by Potomac Edison.

[1] When the resolution was introduced, it was understood that the subject properties were not in the Priority Funding Area and this information was in the Annexation Plan. Since the introduction of the resolution and of the Annexation Plan, it has been determined the properties are in the Priority Funding Area, and the Annexation Plan is being amended at this meeting to correct that information.

Zoning Compatibility:
The Maryland Department of Planning has determined that the requested zoning for the annexation is not substantially different from the existing County zoning and therefore, express approval by the County Commissioners is not required. Washington County provided comment stating the proposed City zoning "appears to be substantially consistent with, or less intense than" the existing County zoning and that express approval from the Board of County Commissioners is not warranted. The letters from the Maryland Department of Planning and Washington County are attached.

Next Steps
After the Public Hearing, the Mayor and City Council may pass or reject the Annexation Resolution. If the Resolution is approved, the Annexation becomes effective in 45 days. A follow-up discussion on this Hearing is scheduled for November 10th, 2026.

C: Directors Team
Stephen R Bockmiller, AICP, Deputy Director for Planning and Zoning Administration
Doug Reaser, Economic Development Manager
City Attorneys

Attachments:
Annexation Resolution
Annexation Plan
MDP Letter
Washington County Letter

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and MD Code, Local Government §4-401, et seq., to enlarge the corporate boundaries of the CITY OF HAGERSTOWN, a municipal corporation existing under and by virtue of the Laws of the State of Maryland, by adding or annexing to said corporate boundaries areas immediately adjacent and adjoining the present corporate boundary thereof, and to be popularly known as the "Case No. A-2026-02."

WHEREAS, the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, § 4-404 of the Annotated Code of Maryland, may annex additional lands into the City in accordance with the requirements set forth therein; and

WHEREAS, a Petition for Annexation of approximately 171.88 acres of land immediately adjacent to and adjoining the present corporate boundaries of the City was submitted to this legislative body on August 25, 2026, by Burkholder Lane Acquisitions, LLC and McDade Road Acquisitions, LLC, and was signed by the requisite number of persons as prescribed by MD Code, Local Government § 4-404(a); the Petition is incorporated herein by reference; and

WHEREAS, the Petition was submitted by the current owners of the land proposed for annexation; the portion of that land formerly owned by Patrick A. Moler and Denise C. Moler was conveyed to McDade Road Acquisitions, LLC (a subsidiary of Burkholder Lane Acquisitions, LLC) by deed recorded among the Land Records of Washington County, Maryland, beginning at Liber 7989, Folio 0306, after the date of the annexation plat and metes-and-bounds description prepared by Shelly, Witter & Fox dated June 12, 2026 and revised and signed by the surveyor dated June 22, 2026; those exhibits describe the same land now held by the Petitioners and are sufficient to identify the area to be annexed; and

WHEREAS, all other necessary documents have been introduced and will be made available for public viewing and discussion at the public hearing to be held on October 27, 2026; and

WHEREAS, the Mayor, as the presiding officer of the legislative body, has caused the signatures on the Petition to be verified and has ascertained that the requirements of MD Code, Local Government § 4-404(b) have been met; and

WHEREAS, the Petition for Annexation meets all requirements of law, and pursuant to MD Code, Local Government § 4-406(d) the annexation shall be referred to the appropriate State, regional, and County planning authorities; and

WHEREAS, in accordance with City practice in processing annexations, the proposed zoning of the area to be annexed was referred to the Planning Commission for the City of Hagerstown, which has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhoods and vicinities, and has approved the same, and the zoning of said tract is proper and desirable under all the circumstances and should be accomplished at this time;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Hagerstown, Maryland, that the corporate boundaries of the City, pursuant to MD Code, Local Government § 4-401 *et seq.*, be and the same are hereby amended and enlarged so as to annex and include within the City all that certain contiguous area of approximately 171.88 acres more particularly shown on the plat entitled "Annexation Plat lands of Patrick A. Moler & Denise C. Moler and lands of Burkholder Lane Acquisitions, LLC," prepared by Shelly, Witter & Fox dated June 12, 2026 and revised and signed by the surveyor dated June 22, 2026, attached hereto and incorporated herein as **Exhibit 1**, more particularly described by the metes-and-bounds description attached hereto and incorporated herein as **Exhibit 2**, and further identified in the State Department of Assessments and Taxation (SDAT) records attached hereto as **Exhibit 3**; the said land being now owned by Burkholder Lane Acquisitions, LLC and McDade Road Acquisitions, LLC.

AND BE IT FURTHER RESOLVED, that the subject property to be annexed shall have the zoning classification of I-MU (Industrial-Mixed Use) upon annexation, as more particularly depicted on the Zoning Exhibit attached hereto and incorporated herein as **Exhibit 4**.

AND BE IT FURTHER RESOLVED, that the annexation plat attached as **Exhibit 1** and the metes-and-bounds description attached as **Exhibit 2**, both dated June 22, 2026, and referring in their titles and certain call-outs to Patrick A. Moler and Denise C. Moler, are hereby approved as describing the area annexed hereby; and that the City Clerk is authorized and directed, prior to recordation of this Resolution among the Land Records of Washington County and in the City journal, to substitute a revised plat and a revised metes-and-bounds description that change only the title blocks, ownership labels, and deed-history recitals to reflect McDade Road Acquisitions, LLC as successor in title, without any change to the courses, distances, area, or location of the land hereby annexed.

AND BE IT FURTHER RESOLVED, that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions, and policies of the City.

AND BE IT FURTHER RESOLVED, that this Resolution shall become effective at the end of forty-five (45) days following its final enactment, unless a proper petition for referendum thereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL
HAGERSTOWN, MARYLAND.

BY THE MAYOR AND CITY COUNCIL OF

_____

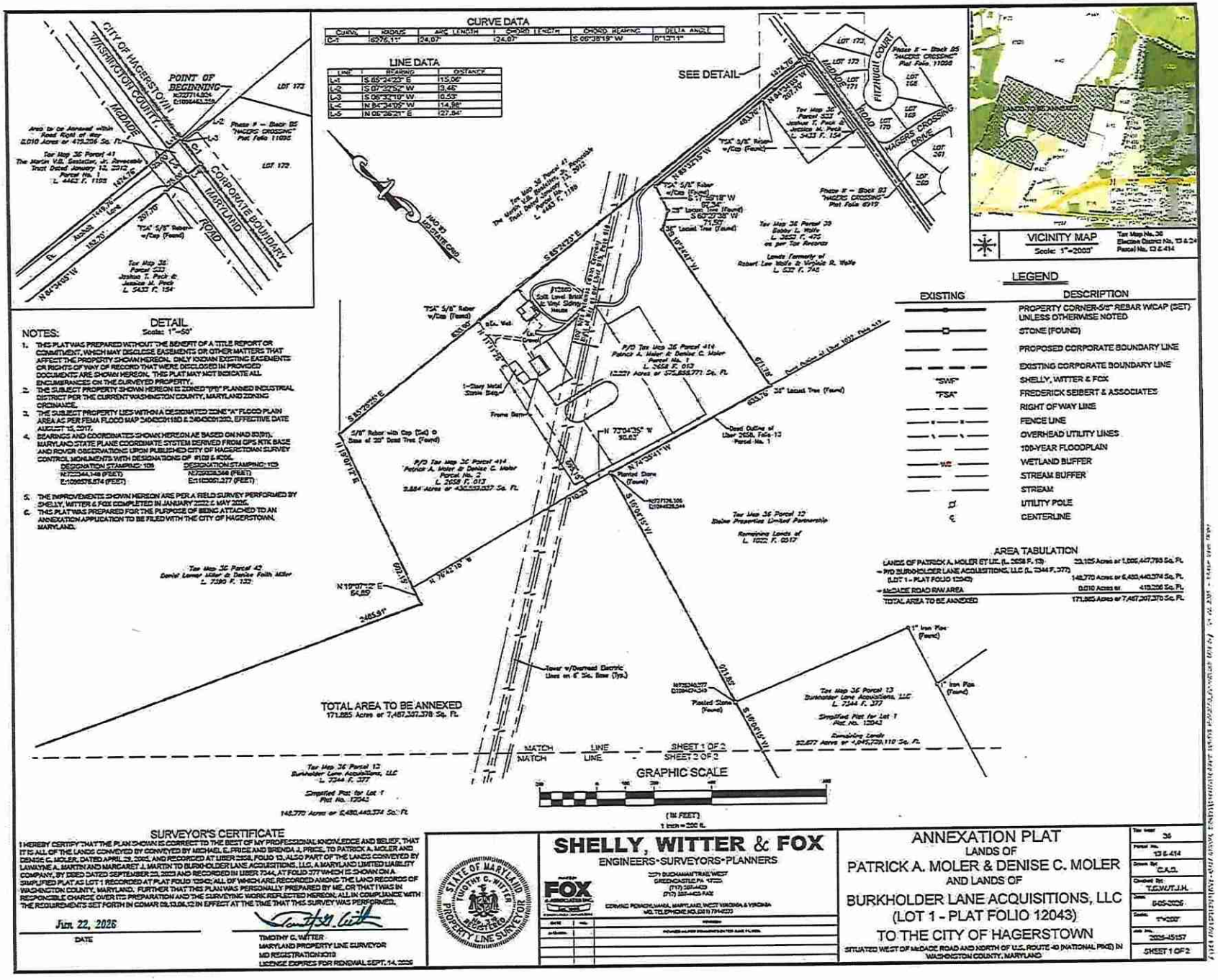
Donna K. Spickler
City Clerk

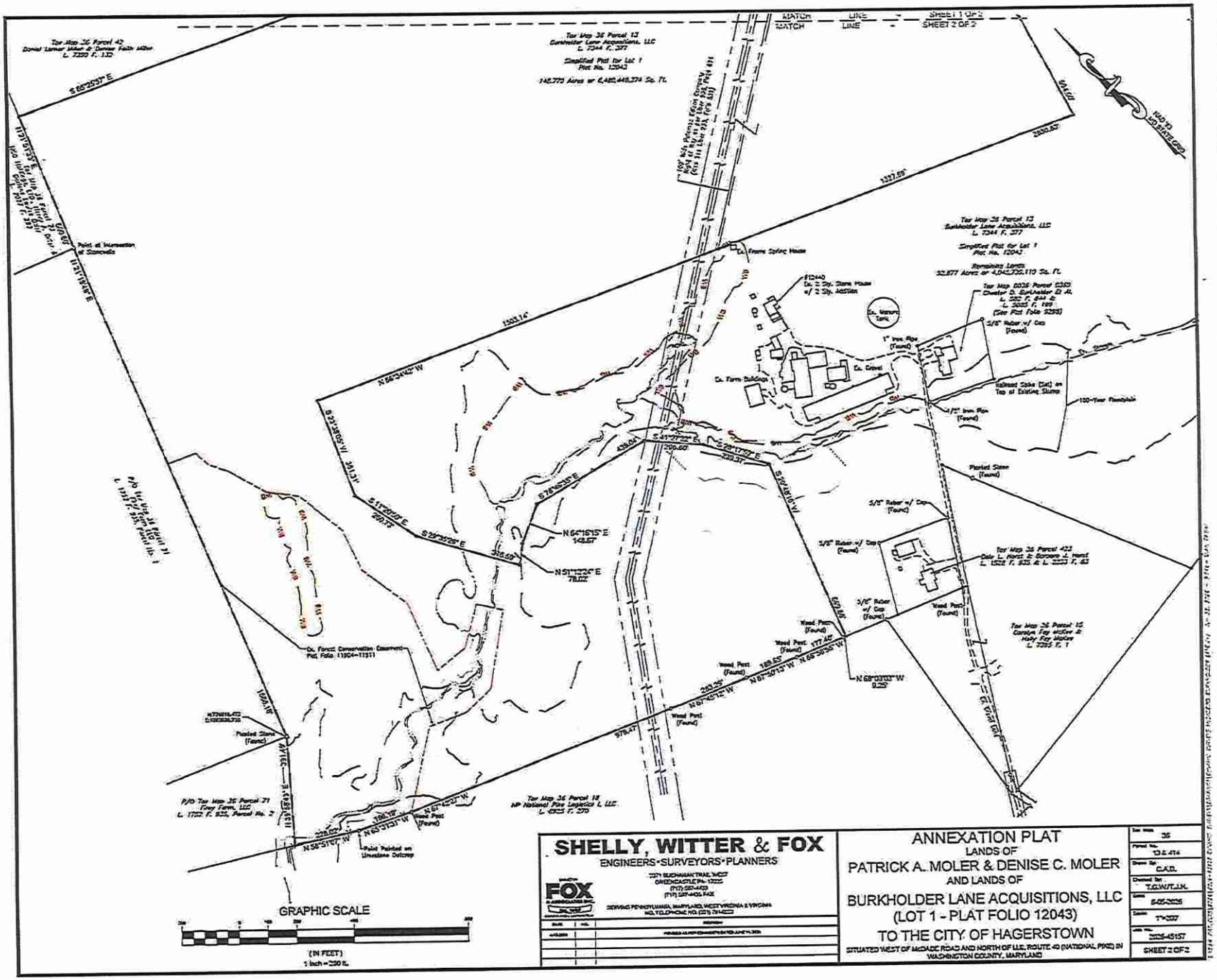
_____

William McIntire
Mayor

Date Introduced: August 25th, 2026
Public Hearing Date: October 27th, 2026
Date of Passage: To be determined.
Effective Date: To be determined.

EXHIBIT 1
BOUNDARY SURVEY: HAND DELIVERED


CURVE DATA
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C-1 | 5276.11' | 124.07' | 124.07' | S 06°35'19" W | 0°13'31"
LINE DATA
LINE | BEARING | DISTANCE
L-1 | S 85°24'25" E | 15.06'
L-2 | S 07°32'52" W | 9.48'
L-3 | S 06°32'10" W | 6.53'
L-4 | N 84°34'05" W | 14.98'
L-5 | N 06°26'21" E | 127.94'
POINT OF BEGINNING
N:527714.804
E:1095463.358
CITY OF HAGERSTOWN
WASHINGTON COUNTY
McDADE
CORPORATE BOUNDARY
MARYLAND
ROAD
Area to be Annexed within Road Right of Way 0.010 Acres or 419.206 Sq. Ft.
Tax Map 36 Parcel 41
The Martin V.B. Sostaire, Jr. Revocable Trust Dated January 12, 2012
Parcel No. 1
L. 4462 F. 1103
Tax Map 36 Parcel 523
Joshua T. Peck & Jessica M. Peck
L. 5433 F. 154
Phase II - Block B5
"HAGERS CROSSING"
Plat Folio 11006
LOT 172
"FSA" 5/8" Rebar w/Cap (Found)
N 84°34'05" W
1414.76'
207.70'
Axis
1449.76'
Long
185.70'
SEE DETAIL
FITZHUGH COURT
HAGERS CROSSING DRIVE
LOT 173
LOT 171
LOT 169
LOT 167
LOT 165
LOT 201
LOT 200
Tax Map 36 Parcel 523
Joshua T. Peck & Jessica M. Peck
L. 5433 F. 154
"FSA" 5/8" Rebar w/Cap (Found)
N 84°34'05" W
207.70'
Phase II - Block B3
"HAGERS CROSSING"
Plat Folio 6919
"FSA" 5/8" Rebar w/Cap (Found)
S 11°58'18" W
85.34'
.28' Located Tree (Found)
S 62°27'38" W
71.57'
.35' Located Tree (Found)
Tax Map 36 Parcel 39
Bobby L. Wolfe
L. 3657 F. 472
as per Tax Records
Lands formerly of
Robert Lee Wolfe & Virginia R. Wolfe
L. 522 F. 748
S 10°14'47" W
Tax Map 36 Parcel 41
The Martin V.B. Sostaire, Jr. Revocable Trust Dated January 12, 2012
Parcel No. 1
L. 4462 F. 1103
MD 63 HISTORIC CSAH
S 85°29'25" E
"FSA" 5/8" Rebar w/Cap (Found)
S 85°29'25" E
P/O Tax Map 36 Parcel 414
Patrick A. Moler & Denise C. Moler
Parcel No. 1
L. 2658 F. 013
(1.227) Acres or 52,838.771 Sq. Ft.
P12260
Split Level Brick & Vinyl Siding House
Frame Barn
1-Story Metal Storage Bldg.
Tax Map 36 Parcel 414
Patrick A. Moler & Denise C. Moler
Parcel No. 2
L. 2658 F. 013
2.884 Acres or 125,599.027 Sq. Ft.
5/8" Rebar with Cap (Set) 0 Base of 20" Dead Tree (Found)
N 73°04'25" W
90.63'
Planted Stone (Found)
N 74°39'41" W
Dead Outline of Liber 2658, Folio 13 Parcel No. 1
Area Outline of Liber 1022, Folio 317
20" Located Tree (Found)
N:527726.106
E:1094628.044
Tax Map 36 Parcel 12
Stolow Properties Limited Partnership
Remaining Lands of
L. 1022 F. 0317
S 19°04'15" W
N 19°07'12" E
64.85'
N 76°42'26" W
248.91'
Tax Map 36 Parcel 42
Daniel Lerner Moler & Denise Faith Moler
L. 7299 F. 133
Tower w/Overhead Electric Lines on 6' Dia. Base (Typ.)
N:527334.377
E:1094674.349
Planted Stone (Found)
S 19°04'15" W
Tax Map 36 Parcel 13
Burkholder Lane Acquisitions, LLC
L. 7344 F. 377
Simplified Plat for Lot 1
Plat No. 12043
Remaining Lands
32.627 Acres or 1,421,209.110 Sq. Ft.
1" Iron Pipe (Found)
1" Iron Pipe (Found)
TOTAL AREA TO BE ANNEXED
171.585 Acres or 7,467,307.378 Sq. Ft.
MATCH LINE - SHEET 1 OF 2
MATCH LINE - SHEET 2 OF 2
Tax Map 36 Parcel 13
Burkholder Lane Acquisitions, LLC
L. 7344 F. 377
Simplified Plat for Lot 1
Plat No. 12043
148.770 Acres or 6,480,440.374 Sq. Ft.
GRAPHIC SCALE
(IN FEET)
1 inch = 200 ft.
VICINITY MAP
Scale: 1"=2000'
Tax Map No. 36
Election District No. 13 & 24
Parcel No. 13 & 414
LEGEND
EXISTING
DESCRIPTION
PROPERTY CORNER-5/8" REBAR W/CAP (SET) UNLESS OTHERWISE NOTED
STONE (FOUND)
PROPOSED CORPORATE BOUNDARY LINE
EXISTING CORPORATE BOUNDARY LINE
"SWF" SHELLY, WITTER & FOX
"FSA" FREDERICK SEIBERT & ASSOCIATES
RIGHT OF WAY LINE
FENCE LINE
OVERHEAD UTILITY LINES
100-YEAR FLOODPLAIN
WETLAND BUFFER
STREAM BUFFER
STREAM
UTILITY POLE
CENTERLINE
AREA TABULATION
LANDS OF PATRICK A. MOLER ET UX. (L. 2658 F. 13) 23.125 Acres or 1,006,447.793 Sq. Ft.
- P/O BURKHOLDER LANE ACQUISITIONS, LLC (L. 7344 F. 377) (LOT 1 - PLAT FOLIO 12043) 148.770 Acres or 6,480,440.374 Sq. Ft.
- McDADE ROAD R/W AREA 0.010 Acres or 419.206 Sq. Ft.
TOTAL AREA TO BE ANNEXED 171.585 Acres or 7,467,307.378 Sq. Ft.
DETAIL
Scale: 1"=50'
NOTES:
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT OR COMMITMENT, WHICH MAY DISCLOSE EASEMENTS OR OTHER MATTERS THAT AFFECT THE PROPERTY SHOWN HEREON. ONLY KNOWN EXISTING EASEMENTS OR RIGHTS-OF-WAY OF RECORD THAT WERE DISCLOSED IN PROVIDED DOCUMENTS ARE SHOWN HEREON. THIS PLAT MAY NOT INDICATE ALL ENCUMBRANCES ON THE SURVEYED PROPERTY.
2. THE SUBJECT PROPERTY SHOWN HEREON IS ZONED "PID" PLANNED INDUSTRIAL DISTRICT PER THE CURRENT WASHINGTON COUNTY, MARYLAND ZONING ORDINANCE.
3. THE SUBJECT PROPERTY LIES WITHIN A DESIGNATED ZONE "X" FLOOD PLAIN AREA AS PER FEMA FLOOD MAP 24043C0115D E 24043C0120D, EFFECTIVE DATE AUGUST 15, 2017.
4. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON NAD 83(91), MARYLAND STATE PLANE COORDINATE SYSTEM DERIVED FROM GPS RTK BASE AND ROVER OBSERVATIONS UPON PUBLISHED CITY OF HAGERSTOWN SURVEY CONTROL MONUMENTS WITH DESIGNATIONS OF #103 & #106.
DESIGNATION STAMPING: 103
N:527344.148 (FEET)
E:1095576.674 (FEET)
DESIGNATION STAMPING: 105
N:529008.548 (FEET)
E:1112081.277 (FEET)
5. THE IMPROVEMENTS SHOWN HEREON ARE PER A FIELD SURVEY PERFORMED BY SHELLY, WITTER & FOX COMPLETED IN JANUARY 2022 & MAY 2026.
6. THIS PLAT WAS PREPARED FOR THE PURPOSE OF BEING ATTACHED TO AN ANNEXATION APPLICATION TO BE FILED WITH THE CITY OF HAGERSTOWN, MARYLAND.
SURVEYOR'S CERTIFICATE
I HEREBY CERTIFY THAT THE PLAN SHOWN IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE AND BELIEF, THAT IT IS ALL OF THE LANDS CONVEYED BY CONVEYED BY MICHAEL E. PRICE AND BRENDA J. PRICE, TO PATRICK A. MOLER AND DENISE C. MOLER, DATED APRIL 29, 2005, AND RECORDED AT LIBER 2658, FOLIO 13, ALSO PART OF THE LANDS CONVEYED BY LAWAYNE A. MARTIN AND MARGARET J. MARTIN TO BURKHOLDER LANE ACQUISITIONS, LLC, A MARYLAND LIMITED LIABILITY COMPANY, BY DEED DATED SEPTEMBER 29, 2020 AND RECORDED IN LIBER 7344, AT FOLIO 377 WHICH IS SHOWN ON A SIMPLIFIED PLAT AS LOT 1 RECORDED AT PLAT FOLIO 12043; ALL OF WHICH ARE RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND. FURTHER THAT THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THAT THIS SURVEY WAS PERFORMED.
Jun. 22, 2026
DATE
TIMOTHY C. WITTER
MARYLAND PROPERTY LINE SURVEYOR
MD REGISTRATION NO. 21219
LICENSE EXPIRES FOR RENEWAL SEPT. 14, 2026
STATE OF MARYLAND
TIMOTHY C. WITTER
21219
REGISTERED
PROPERTY LINE SURVEYOR
SHELLY, WITTER & FOX
ENGINEERS • SURVEYORS • PLANNERS
FOX & ASSOCIATES INC.
ESTABLISHED 1945
127 BUCHANAN TRAIL WEST
GREENCASTLE PA 17225
(717) 597-4420
(717) 337-4420 FAX
COMMIC POMONO MARS, MARYLAND, WEST VIRGINIA & VIRGINIA
MD. TELEPHONE NO. (301) 791-4223
ANNEXATION PLAT
LANDS OF
PATRICK A. MOLER & DENISE C. MOLER
AND LANDS OF
BURKHOLDER LANE ACQUISITIONS, LLC
(LOT 1 - PLAT FOLIO 12043)
TO THE CITY OF HAGERSTOWN
SITUATED WEST OF McDADE ROAD AND NORTH OF U.S. ROUTE 40 (NATIONAL PIKE) IN WASHINGTON COUNTY, MARYLAND
Tax Map: 36
Parcel No.: 13 & 414
Drawn By: C.A.D.
Checked By: T.C.W./T.J.H.
Date: 6-05-2026
Scale: 1"=200'
Job No.: 2026-45157
SHEET 1 OF 2



SHELLY, WITTER & FOX
ENGINEERS • SURVEYORS • PLANNERS
FOX & ASSOCIATES, INC.
SERVING PENNSYLVANIA, MARYLAND, WEST VIRGINIA & VIRGINIA

ANNEXATION PLAT
LANDS OF
PATRICK A. MOLER & DENISE C. MOLER
AND LANDS OF
BURKHOLDER LANE ACQUISITIONS, LLC
(LOT 1 - PLAT FOLIO 12043)
TO THE CITY OF HAGERSTOWN
SITUATED WEST OF McDADE ROAD AND NORTH OF I.L.E. ROUTE 40 (NATIONAL PIKE) IN WASHINGTON COUNTY, MARYLAND

Tax Map No.	36
Parcel No.	13 & 414
Drawn By	C.A.D.
Checked By	T.G.W./T.J.K.
Date	6-05-2025
Scale	1"=200'
Job No.	2025-45157
	SHEET 2 OF 2

EXHIBIT 2
METES AND BOUNDS DESCRIPTION

SHELLY, WITTER & FOX
ENGINEERS • SURVEYORS • PLANNERS

Shelly & Witter, Inc.
1992-2016

June 8, 2026

Description of Property for
Annexation Area of Lands of
Partrick A. Moler & Denise C. Moler and Lands of
Burkholder Lane Acquisitions LLC
(Lot 1 – Plat Folio 12043) and Lands contained within
the McDade Road Right of Way

All the following described real estate, lying and being situated north of the National Pike (U. S. Route 40) and west of McDade Road in Election District No. 13 & 24 in Washington County, Maryland, and being more particularly described as follows:

Beginning at a point on the existing east right of way line of McDade Road and the existing corporate boundary line of the City of Hagerstown, said point being at the end of 134.55 feet in line eight (8) or the S 07°32'52" W 138.01 feet line as shown on a Plat of Annexation for Lands of The Bostetter Group LLC recorded at Miscellaneous Plat No. 986 among the land records of Washington County, Maryland, thence running with said right of way line and the existing Corporate Boundary of the City of Hagerstown the three (3) following courses and distances in agreement with the NAD '83 Maryland State Grid System

S 07°32'52" W 3.46' to a point, thence

S 06°32'19" W 0.53' to a point, thence running with a curve to the right having an arc length of 24.07', a radius of 6,276.11' and a chord bearing and distance of

S 06°38'19" W 24.07' to a point, thence leaving said right of way line

N 84°34'05" W 14.98' to a point in or near the center of McDade Road and being at the corner of the lands of Patrick A. Moler and Denise C. Moler (Tract No. 1 - L. 2658, Folio 13) and the corner of the lands of Joshua T. Peck and Jesica M. Peck (L. 5433, F. 154), thence leaving said center line of road and crossing the road running with the line between Moler and Peck and passing through a 5/8" rebar with cap (found) on the west margin line of McDade Road at the end of 25.00 feet

N 84°34'05" W 207.70' to a 5/8" rebar with cap (found), thence binding on the lands of Bobby L. Wolfe (L. 3653, F. 475) lands formerly of Robert Lee Wolfe and Virginia R. Wolfe (L. 532, F. 748) the four (4) following courses and distances

N 85°32'15" W 483.70' to a 'FSA' 5/8" rebar with cap (found), thence

S 17°59'18" W 97.34' to a 28" locust tree, thence

S 60°27'38" W 71.50' to a 36" locust tree, thence

S 10°24'47" W 671.78' to a 36" locust tree, thence binding on the lands of Blaine Properties Limited Partnership (L. 1022 F. 517) the two (2) following courses and distances

N 74°35'41" W 635.76' to a planted stone (found), thence

S 16°04'15" W 921.85' to a planted stone (found), thence running with the outlines of Lot 1 as shown on a Simplified Plat for Burkholder Lane Acquisitions, LLC recorded at Plat Folio 12043, among the land records of Washington County, Maryland, the eleven (11) following courses and distances

S 16°04'15" W 594.00' to a 5/8" rebar with cap (set), thence passing through a 5/8" rebar with cap (set) at the end of 1327.69 feet

N 66°34'42" W 2,830.83' to a 5/8" rebar with cap (set), thence

S 23°38'05" W 361.31' to a 5/8" rebar with cap (set), thence

S 11°20'50" E 260.73' to a 5/8" rebar with cap (set), thence

S 29°35'26" E 376.59' to a 5/8" rebar with cap (set), thence

N 51°12'24" E 78.02' to a 5/8" rebar with cap (set), thence

N 64°16'15" E 148.67' to a 5/8" rebar with cap (set), thence

S 76°46'35" E 439.04' to a 5/8" rebar with cap (set), thence

S 41°27'22" E 206.60' to a 5/8" rebar with cap (set), thence

S 28°17'52" E 239.37' to a 5/8" rebar with cap (set), thence

S 20°48'16" W 669.86' to a 5/8" rebar with cap (set), thence binding on the lands formerly of Dickinson Family Limited Partnership, Et Al. (L. 2089, F. 655), now NP National Logistics I, LLC (L. 6925, F. 270) the seven (7) following courses and distances

N 68°03'03" W 9.25' to a wood post (found), thence

N 68°58'56" W 177.40' to a wood post (found), thence

N 67°50'13" W 189.65' to a wood post (found), thence

N 67°45'12" W 283.29' to a wood post (found), thence

N 67°42'27" W 979.47' to a wood post (found), thence

N 65°31'31" W 196.19' to a painted point on a limestone outcrop, thence

N 58°51'07" W 228.02' to a 5/8" rebar with cap (set), thence binding on the lands of Firey Farm, LLC (Parcel No. 2 - L. 1752, F. 935)

N 39°58'43" E 391.49' to a planted stone (found), thence binding on the lands of Firey Farm, LLC (L. 1752, f. 935 - Parcel No. 1)

N 21°18'48" E 1,886.18' to a point at the intersection of two (2) stonewalls, thence binding on the lands formerly of Henry A. Diller and Darlene Diller (L. 1641, F. 1040), now NCG Holdings, LTD., Henry Allen Diller and Darlene Lousie Diller (L. 7027, F. 282)

N 21°51'33" E 500.66' to a 5/8" rebar with cap (set) at an existing wood fence post, thence binding on the lands formerly of Daniel Lamar Miller and Denise Faith Miller (L. 7390, F. 132) the three (3) following courses and distances

S 66°25'57" E 2,465.91' to a 5/8" rebar with cap (set), thence

N 19°07'12" E 64.85' to a 5/8" rebar with cap (set) at the southwest corner of the lands of Patrick A. Moler and Denise C. Moler (Parcel No. 2 – L. 2658, F. 13), thence

N 19°07'12" E 602.15' to a 5/8" rebar with cap (set) at the base of a dead tree, thence binding on the lands of the Martin V.B. Bostetter, Jr. Revocable Trust dated January 13, 2012 (L. 4463 F. 1198) the two (2) following courses and distances

S 85°25'25" E 630.90' to a "FSA" 5/8" rebar with cap (found), thence passing through a 5/8" rebar with cap (set) on the west margin of McDade Road at the end of 1449.76 feet

S 85°24'23" E 1474.76' to a point in or near the center of McDade Road, thence continuing with a straight line

S 85°24'23" E 15.06' to the point of beginning.

Containing 171.885 acres or 7,487,308.073 square feet of land, more or less.

Being all of the lands conveyed by Michael E. Price and Brenda J. Price, to Patrick A. Moler and Denise C. Moler, dated April 29, 2005, and recorded at Liber 2658, Folio 13, among the land records of Washington County, Maryland and also being all of Lot 1 as shown on a Simplified Plat recorded at Plat Folio 12043 for Burkholder Lane Acquisitions, LLC, also being part of the lands conveyed by Lawayne A. Martin and Margaret J. Martin, to Burkholder Lane Acquisitions, LLC, a Maryland limited liability company, by deed dated September 20, 2023, and recorded at Liber 7344, Folio 377, among the land records of Washington County, Maryland. Also being all

of the lands shown within the McDade Road right of way from the Moler property to the existing corporate boundary line of the City of Hagerstown.

The land described herein being graphically shown on plats prepared by and on file among the records of Shelly, Witter & Fox, at Job No. 2026-45157.

Timothy G. Witter
Registered Property Line Surveyor
Maryland Reg. No. 319
License expires 09/14/2026

6-10-2026
Date



EXHIBIT 3
SDAT REAL PROPERTY DATA

Real Property Data Search ( )
Search Result for WASHINGTON COUNTY

Search Tax Maps | No Ground Rent Redemption on File | No Ground Rent Registration on File

Special Tax Recapture: AGRICULTURAL TRANSFER TAX
Account Number: District - 24 Account Identifier - 007721

Owner Information

Owner Name: BURKHOLDER LANE ACQUISITIONS LLC
Use: RESIDENTIAL
Principal Residence: NO
Mailing Address: 1125 OCEAN AVENUE LAKEWOOD NJ 08701-
Deed Reference: /07344/ 00377

Location & Structure Information

Premises Address: BURKHOLDER LN HAGERSTOWN 21740-
Legal Description: LOT 1 148.77 ACRES BURKHOLDER LANE NORTH SIDE US 40

Map	Grid	Parcel	Neighborhood	Subdivision	Section	Block	Lot	Assessment Year	Plat No	Plat Ref
0030	0010	0530	24010453.22	0000			1	2026	12043-12044	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			148.7700 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
			/				

Value Information

	Base Value	Value As of 01/01/2026	Phase-in Assessments As of 07/01/2025	As of 07/01/2026
Land:	206,900	206,900		
Improvements	0	0		
Total:	206,900	206,900		206,900
Preferential Land:	0	0		

Transfer Information

Seller: MARTIN LAWAYNE A	Date: 10/26/2023	Price: $2,231,000
Type: ARMS LENGTH IMPROVED	Deed1: /07344/ 00377	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

	Class	07/01/2025	07/01/2026
Partial Exempt Assessments:			
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application
Date:

Real Property Data Search ( )
Search Result for WASHINGTON COUNTY

Search Tax Maps | No Ground Rent Redemption on File | No Ground Rent Registration on File

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Account Number: District - 13 Account Identifier - 015104

Owner Information

Owner Name:	MOLER PATRICK A MOLER DENISE C	Use:	AGRICULTURAL
		Principal Residence:	YES
Mailing Address:	12660 MCDADE RD HAGERSTOWN MD 21740-1021	Deed Reference:	/02658/ 00013

Location & Structure Information

Premises Address:	12660 MCDADE RD HAGERSTOWN 21740-0000	Legal Description:	23.12 AC 12660 MCDADE RD HAGERSTOWN

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0036	0012	0414	13010330.22	0000				2026	Plat Ref:

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
1988	2,944 SF		23.1200 AC	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
2	NO	SPLIT LEVEL	1/2 BRICK SIDING/ SIDING	4	2 full		2001

Value Information

	Base Value	Value As of 01/01/2026	Phase-in Assessments As of 07/01/2025	As of 07/01/2026
Land:	67,000	77,000		
Improvements	435,700	539,700		
Total:	503,600	617,600	503,600	561,600
Preferential Land:	7,000	7,000		

Transfer Information

Seller: PRICE MICHAEL E & BRENDA J Type: ARMS LENGTH IMPROVED	Date: 05/10/2005 Deed1: /02658/ 00013	Price: $450,000 Deed2:
Seller: VINDIVICH MARK A & KELLI S Type: ARMS LENGTH IMPROVED	Date: 09/22/2000 Deed1: /01500/ 00357	Price: $295,000 Deed2:
Seller: VINDIVICH NICK G SR ETAL Type: NON-ARMS LENGTH OTHER	Date: 10/19/1998 Deed1: /01447/ 00099	Price: $0 Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2025	07/01/2026
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00|0.00	0.00|0.00

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

Homestead Application Information

Homestead Application Status: Approved 05/15/2008

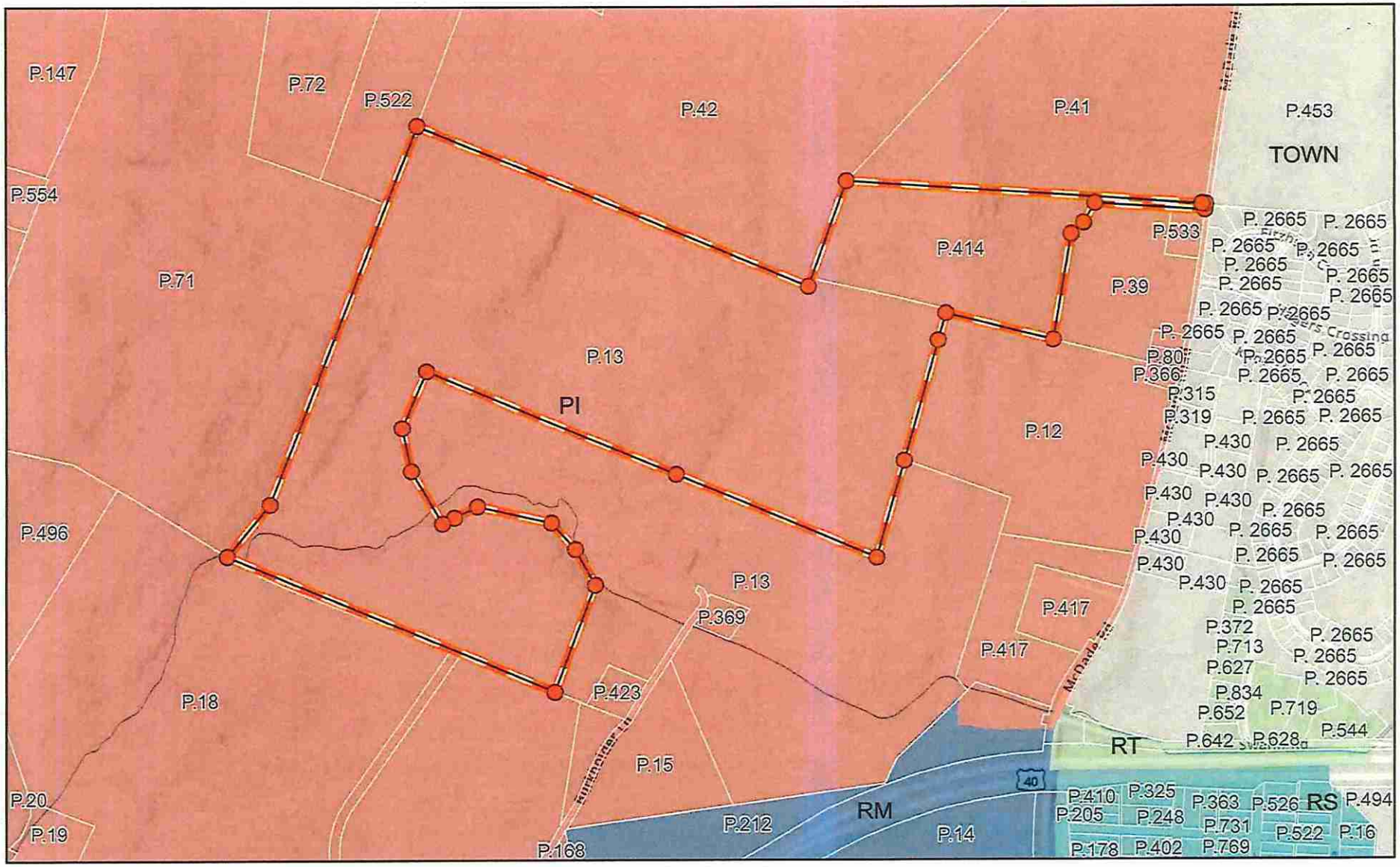
Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application | Date:

EXHIBIT 4

ZONING EXHIBIT

Burkholder McDade County Zoning (To Be Zoned I-MU)



8/12/2026, 1:47:13 PM

1:12,534

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

Washington County Planning Department, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User

City of Hagerstown, Maryland

ANNEXATION PLAN

Annexation Case No. A-2026-02

Amended October 27, 2026

Property Owner: Parcel 0013: Burkholder Lane Acquisitions, LLC

and

Parcel 0414: McDade Road Acquisitions, LLC

Applicant: Parcel 0013: Burkholder Lane Acquisitions, LLC

and

Parcel 0414: McDade Road Acquisitions, LLC

Location of Property:

Tax Map: 0036, Grid: 0018, Parcel: 0013

(Burkholder Lane)

and

12660 McDade Road, Hagerstown, MD 21740

Tax Map: 0036, Grid: 0012, Parcel: 0414

WHEREAS, THE PURPOSE OF THIS ANNEXATION PLAN IS TO AMEND AND CORRECT THE ORIGINAL ANNEXATION PLAN; AND

WHEREAS, THE MAYOR AND CITY COUNCIL INTEND TO APPROVE AN AMENDMENT TO THE ANNEXATION PLAN FOR ANNEXATION CASE NO. A-2026-02 WHICH WAS ORIGINALLY APPROVED BY THIS BODY ON AUGUST 25, 2026; AND

WHEREAS, THE SPECIFIC INTENT OF THIS AMENDMENT IS TO CORRECT AN ERROR FOUND IN SECTION I.F ON PAGE 2 OF THE ORIGINAL DOCUMENT, AND THIS PROVISION IS HEREBY CORRECTED TO READ “THE ANNEXATION AREA IS WITHIN THE COUNTY’S

CAPITALS : Indicate matter to be added to original Plan
[~~Brackets~~] : Indicate matter to be deleted from original Plan

URBAN GROWTH BOUNDARY AND IS WITHIN THE STATE'S DESIGNATED PRIORITY FUNDING AREA;" WHERE, THE ORIGINAL VERSION ADOPTED ON AUGUST 25, 2026, STATED THAT THE AREA TO BE ANNEXED IS NOT WITHIN THE PRIORITY FUNDING AREA, AND THEREFORE, THIS AMENDMENT IS MADE TO REMOVE THE WORD "NOT" FROM SECTION I.F, AND

WHEREAS, THE MAPPING OF THE PRIORITY FUNDING AREA IS ATTACHED TO THIS PLAN, AND THE WORDS TO BE STRICKEN ARE BRACKETED, AND NEW WORDS ARE SHOWN IN CAPITAL LETTERS AS INDICATED IN THE LEGEND FOUND IN THE FOOTER OF THIS DOCUMENT.

Annexation Plan

Pursuant to The Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any matter to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed

A. The area of annexation is approximately +/- 171.885 acres. Parcel 13 is 148.77 acres of unimproved land. Parcel 414 is on 23.105 acres and is improved with a single-family dwelling and two agricultural buildings and is contiguous to the existing municipal boundary by a fee-simple pipestem that connects this parcel to McDade Road. This property is mostly used for horse pasture. There is no proposed development at this time.

B. The proposed zoning is I-MU (Industrial Mixed-Use). The Industrial Mixed-Use district allows for the blending of lower intensity industrial with some amount of commercial.

C. Parcel 13 is designated Business-Employment on the Future Land Use map of the 2018 Comprehensive Plan, which identifies POM (Professional Office Mixed-Use) and I-MU (Industrial Mixed-Use) as compatible zoning with this designation. Parcel 414 is outside of the Medium Range Growth Area and is not assigned a land use designation.

D. The area of annexation is within a large area designated Industrial on the recently approved Washington County Comprehensive Plan, which includes zoning districts which are consistent with or more intense in nature than the City's I-MU (Industrial Mixed-Use) district. The area is currently located in the County's PI (Planned Industrial) zoning district which is compatible with the City's I-MU zoning district.

E. Parcel 13 is within the City's Medium Range Growth Area, an area intended for new or expanded water service based on development potential, as defined in the City's 2018 Comprehensive Plan, *visionHagerstown 2035*.

Parcel 414 (the McDade property) is not within the MRGA.

F. The annexation area is within the County's Urban Growth Boundary and is [not] within the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities

A. The uses of the annexation area will be predominantly industrial in nature and will have no impact on Washington County Public Schools. The City's I-MU zoning district does not permit residential development.

Development of the annexation area will generate revenues for the County which could be earmarked for school capacity enhancement using building excise taxes imposed on all building permits from real property development on all new construction. In 2025, the County amended its Adequate Public Facilities Ordinance and Building Excise Tax Ordinances in order for building within municipalities to participate more equitably in capital development.

B. The uses of the annexation area will be predominantly industrial or commercial in nature and will have little to no impact on the services of the Washington County Free Library.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the area Proposed to be Annexed

A. The area of annexation is not currently served by city utilities. Parcel 0013 will be served by extension of City Water lines as part of development following annexation. Sufficient capacity exists to serve the property. Parcel 414 will not receive water service until it is included within the MRGA (Medium Range Growth Area) as depicted in the City's Comprehensive Plan.

B. Extension of sanitary sewer, water and storm drain lines, streets, curbs, gutters and all other public improvements, not currently existing, which may be required by the City to be installed, constructed and maintained as part of the development or re-development of the area of annexation, shall be [D]at the expense of the then owner(s) or developer(s) of the area of annexation requesting same, and shall be at no cost to the City.

C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operation territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

D. The property will be served by existing emergency medical services provided by Meritus Medical Center, Community Rescue Services, Inc., and the City of Hagerstown Fire Department.

E. Parcel 414 fronts on McDade Road. The end of Logistics Boulevard abuts the southern boundary of Parcel 13. This annexation does include annexation of a portion of McDade Road right of way. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

F. Parks and Recreation facility expansions are not proposed for this annexation.

G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department. Station 4 (Western Enterprise Fire Company), located at 526 Washington Avenue, and the Maugansville Goodwill Volunteer Fire Company, located at 13730 Maugansville Road, are the designated first-call stations for this site.

H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of McDade Road and Logistics Boulevard is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

CAPITALS : Indicate matter to be added to original Plan
[~~Brackets~~] : Indicate matter to be deleted from original Plan

October 9, 2026

The Honorable William B. McIntire
1 E. Franklin St.
Hagerstown, MD 21740

Dear Mayor McIntire,

Thank you for providing the Maryland Department of Planning (MDP) with information pertaining to the Burkholder McDade annexation (A-2026-02). MDP has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. In reviewing this annexation request, it is the Department's view that the proposed Hagerstown zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed city's zoning district are similar in nature to the proposed uses described in the county's current zoning designation. MDP recommends that the town confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see MDP's attached Annexation Review for further details of our analysis.

PLEASE NOTE: Parcel 0013 will be renamed **Parcel 0530** per an upcoming SDAT update of the Washington County tax maps. This update is projected to take place within two weeks from the date of this letter. Therefore, going forward, this letter will refer to Parcel 0013 as **Parcel 0530** to eliminate future confusion and to establish consistency with the impending SDAT update.

The properties (Parcels 414 and 530) proposed for annexation are currently located within a county-certified Priority Funding Area (PFA) and will therefore remain designated as a PFA upon annexation. Upon the effective date of Resolution A-2026-02, and once MDP has received official notification of the annexation from the Department of Legislative Services, MDP will confirm that no changes have occurred since our initial review and affirm the PFA eligibility of the property. If Hagerstown does not want the annexation parcel to be considered for designation as a PFA, then the city should notify MDP prior to the January 8th, 2027, effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. MDP would like to inform the city of 2025's Senate Bill 245 - Municipalities – Annexation Resolutions – Submission to the Department of Planning. This bill,

effective October 1, 2025, requires municipalities to send a copy of the signed annexation resolution(s) to MDP within 10 days of when the resolution(s) take effect. This is an addition to the existing list of entities outlined in Section 4-414 of the Local Government Article. To expedite MDP's updating of the PFA status, please send Daniel Mullinix (daniel.mullinix@maryland.gov) a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Korey Layman, at korey.layman@maryland.gov.

Sincerely,

Joe Griffiths, AICP
Director, Planning Best Practices

cc: Stephen Bockmiller, AICP, Deputy Director, City of Hagerstown
Alyssa Sabetto, Director, Washington County
David Cotton, Director, Western Maryland Regional Office, MDP
Korey Layman, Regional Planner, MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review
Burkholder McDade Annexation

Municipality	Hagerstown
Name of Annexation	Burkholder McDade Annexation
Resolution Number	A-2026-02
Size of Parcels	171.89 Acres
Is the property contiguous in accordance with Section 4-401?	Yes
Public Hearing Date	10/27/2026
Current County Zoning	Planned Industrial (PI)
Existing Density	N/A

Purpose of the Current County Zoning District
The Planned Industrial (PI) District is intended to foster industrial development in Planned Industrial Parks. The district allows a wide range of manufacturing, assembly, processing, research and development, and office uses. The Planned Industrial District is intended to be assigned to large single parcels or an assemblage of parcels for planning, resubdivision, and development of a cohesively designed industrial park with multiple lots, interior streets, and other amenities.

Permitted Use in the Current County Zoning District
Office buildings for services oriented to the needs of industries and businesses located in the park and their respective employees or for the local community. May include, doctor offices, clinics, laboratories, engineers, banks, data processing centers, post offices, and local retail services.

Proposed Municipal Zoning
Industrial Mixed-Use (I-MU)

Purpose of the Proposed Municipal Zoning District
Industrial Mixed-Use (I-MU) To provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

Permitted Use in the Proposed Municipal Zoning District
Light Manufacturing (25,000 SF or less in GFA), Research and development offices and laboratories, including physical, chemical, and biological subjects, Warehousing and storage, carpet and upholstery cleaning services, personal household goods repair and maintenance.

Are the permitted uses in the proposed municipal zoning similar to those in the county zoning? Yes
From a use perspective, the proposed Industrial Mixed-Use (I-MU) classification is generally consistent with the county Planned Industrial (PI) zoning classification because the allowable uses from each of the perspective zoning classifications are similar in nature with an emphasis on light manufacturing, warehousing, public utility buildings, etc.

Is the permitted density in the proposed municipal zoning similar to density permitted in the county zoning? No
N/A. Neither current zoning or proposed municipal zoning are residential in nature.

County waiver recommended? No
County waiver appears to not be needed, but MDP recommends that the town confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article.

Issues of State interest:
No issues of state interest.

Is the property in a Designated Growth Area? Partial

Yes, Parcel 530 is within the Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035: Map 2-4: Hagerstown Growth Boundaries.

Parcel 414, is not within the City's Medium Range Growth Area, but is within the city's Long Range Growth Area, as well as the county's Urban Growth Boundary. The Long Range Growth Area is defined as the possible extent of city boundaries in 20 to 50 years (Page 2-10, VisionHagerstown 2035) and land in this area will only be annexed into the city in the next 20 years if such action strongly supports other goals and policies in this Plan and/or the Medium-range Growth Area boundary is amended (Policy 2-1: Growth Management and Land Use Policies. Page 2-15 – visionHagerstown 2035)

Is the property eligible to become a Priority Funding Area? Yes
Both parcels are currently within a county designated PFA area and are eligible to remain a PFA upon annexation.

Maryland Department of Planning Reviewer: korey.layman@maryland.gov
Date Submitted: 9/14/2026

Maryland
DEPARTMENT OF PLANNING

MUNICIPAL REPORTING RESPONSIBILITIES FOLLOWING ANNEXATION

State Municipal Reporting Responsibilities

There are state law municipal reporting responsibilities requiring the municipality to promptly submit certain information after an annexation is approved:

1. The Local Government Article, section § 4-414, Annotated Code of Maryland, requires that municipalities send a copy of the annexation resolution with the new boundaries to the Maryland Department of Legislative Services if an annexation is approved. Please copy the Maryland Department of Planning so that we are aware of the approved annexation boundaries.

   The copy of the annexation resolution, along with the Municipal Charter Or Annexation Resolution Reposition Form (below), with the new boundaries shall be sent within 10 days after the resolution takes effect to:

   State Department of Legislative Services
   Legislative Division
   90 State Circle
   Annapolis, Maryland 21401

2. State law requires that upon annexation approval, the chief executive and administrative officer of a municipality that has annexed property forward the annexation resolution and map with the new boundary to the local municipal clerk, Clerk of the Court in the county or counties in which the municipal corporation is located and, for those municipalities in Montgomery and Prince George's County, to the Maryland-National Capital Park and Planning Commission.

Census Bureau Boundary and Annexation Survey

To ensure that persons residing on annexed land are counted as part of the municipal population, the U.S. Census Bureau periodically mails to all municipal corporations a Boundary and Annexation Survey (BAS).

Following an annexation, no immediate action is required. The Census Bureau will notify the person who has been identified by the municipality as the contact person by mail and/or e-mail. Municipalities may submit boundary corrections or changes through the Bureau's free Partnership software. In the past, the U.S. Census Bureau mailed out the BAS survey on a varying schedule based on the population size of the incorporated town. The Mayor or other municipal officials must complete the BAS, update the maps and certify that the boundary shown reflects the legal corporate limits as of January 1 of the survey year. Boundary information must be returned to the Census Bureau by March 1st of the survey year to be properly recorded for the Census Bureau's annual population estimates and American Community Survey products.

The purpose of the Survey is to obtain the most accurate boundary information, including boundary changes due to annexations, detachments, mergers, or other reasons. These boundary changes are incorporated into the Census Bureau's files and used for tabulating Census data. The BAS information is used to provide an appropriate record for reporting the results of the decennial and economic censuses, and annual surveys such as the Population Estimates Program and the American Community Survey.

Maryland Department of Planning can assist municipalities in updating their boundary information. Questions regarding the Census Bureau's Boundary and Annexation Survey or assistance in submitting the BAS may be referred to Alfred Sundara at the Maryland Department of Planning at 410-767-4002 or alfred.sundara@maryland.gov.

Additional information about the Census Bureau's BAS program is available at the following link https://www.census.gov/programs-surveys/bas.html

MUNICIPAL CHARTER OR ANNEXATION RESOLUTION REPOSITION FORM

Section 4-109 of the Local Government Article of the Annotated Code of Maryland requires municipal officials to deposit certain municipal documents with the Department of Legislative Services. Please use this registration form for each resolution that alters the charter or the boundaries of your municipal corporation. Complete a separate form for each resolution, and mail the entire text of the resolution, along with this form to:

Georgeanne Carter, Legislative Counsel Municipal
Resolution Reposition Department of Legislative
Services
90 State Circle
Annapolis, MD 21401-1991

Municipal Corporation _____ County(ies) _____

Name and Title of Official Submitting this Resolution _____

Address _____ Phone _____

Date of Submitting this Resolution* _____

Resolution Number _____ Date Enacted by Legislative Body _____

Effective Date** _____

1) *For an annexation resolution,* state the charter section (e.g., boundary description section, appendix) that is amended_____OR state the charter section (e.g., general powers section) pursuant to which the property is annexed_. (*Enclose a copy of the metes and bounds description of the complete boundaries of your municipal corporation that includes the newly annexed property, including the number of acres and the point of beginning coordinates for the newly annexed property*.)

For a charter resolution, state whether the entire charter is repealed and a new charter is adopted _____OR state the specific section(s) that is added, repealed, renumbered, or repealed and reenacted with amendments_____.

2) Number of votes cast by the legislative body for_____and against_____this resolution.

3) Will this resolution be petitioned to referendum? _____

If "yes", date of the referendum election (if known)_____.

* *A resolution should be submitted to the Department of Legislative Services* ***10 days after the effective date*** *of the resolution (§ 4-109(b) of the Local Government Article). Generally, provided that a resolution is not petitioned to referendum, the effective date for a charter resolution is 50 days after enactment (§ 4-304(c) of the Local Government Article), and for an annexation resolution is no earlier than 45 days after enactment (§ 4-407 of the Local Government Article).*

DLS/9-14

October 21, 2026

The Honorable William B. McIntire, Mayor
City of Hagerstown, City Hall
1 E. Franklin Street
Hagerstown, MD 21740

Re: Annexation Resolution No. A-2026-02 – Burkholder-McDade

Dear Mayor McIntire,

Thank you for providing the Board of County Commissioners of Washington County with the information regarding the annexation of two parcels totaling approximately 171.88 acres of land, contiguous to the northwestern corporate limits of the City:

- Parcel 414 (tax ID 13015104) located at 12660 McDade Road; 23.12 acres; owned by McDade Road Acquisitions
- Parcel 13 (tax ID 24000583) located at 12440 Burkholder Lane; 148.77 acres; owned by Burkholder Lane Acquisitions LLC

We have reviewed the submitted materials and offer the following comments.

As you are aware, §4-416(b) of the Local Government Article of the Annotated Code of Maryland states that the proposed zoning to be applied to newly annexed parcels cannot be substantially different from the existing County zoning. The parcels that are the subject of this annexation are currently zoned Planned Industrial (Industrial Park) (PI) by the County. According to the Annexation Plan, the City intends to apply Industrial Mixed Use (I-MU) zoning to the properties upon the effective date of the annexation.

The County's PI zoning is a planned development district that principally permits a wide range of manufacturing, assembly, processing, research and development, and office uses designed to be part of a pre-planned cohesive industrial park. The City's I-MU district is oriented toward office and light industrial park uses. Neither district allows for residential development. Important to note:

- Parcel 414 is outside of the City's Medium Range Growth Area (MRGA) as shown in the City's Comprehensive Plan and won't be able to be served by public water until it is included within the MRGA. The MRGA is intended to identify lands appropriate for foreseeable municipal

expansion, and annexation beyond that boundary may undermine the predictability and integrity of long-range planning efforts.

Based upon my review, the City's proposed I-MU zoning appears to be substantially consistent with, or less intense than, the existing County PI zoning; therefore, express approval by the Board is not warranted. The City may not authorize development that is substantially different from what is permitted under the County's PI district for a period of five (5) years following annexation. Should the property owner(s) wish to pursue a development proposal that would constitute a substantial difference before the expiration of the five-year period, they may petition the Board of County Commissioners for express approval. The owner(s) or developer(s) may contact my office for further guidance on the application process. Express approval is not guaranteed.

If you have any questions regarding these comments, please feel free to contact me.

Sincerely,

Alyssa Sabetto
Director / Zoning Administrator

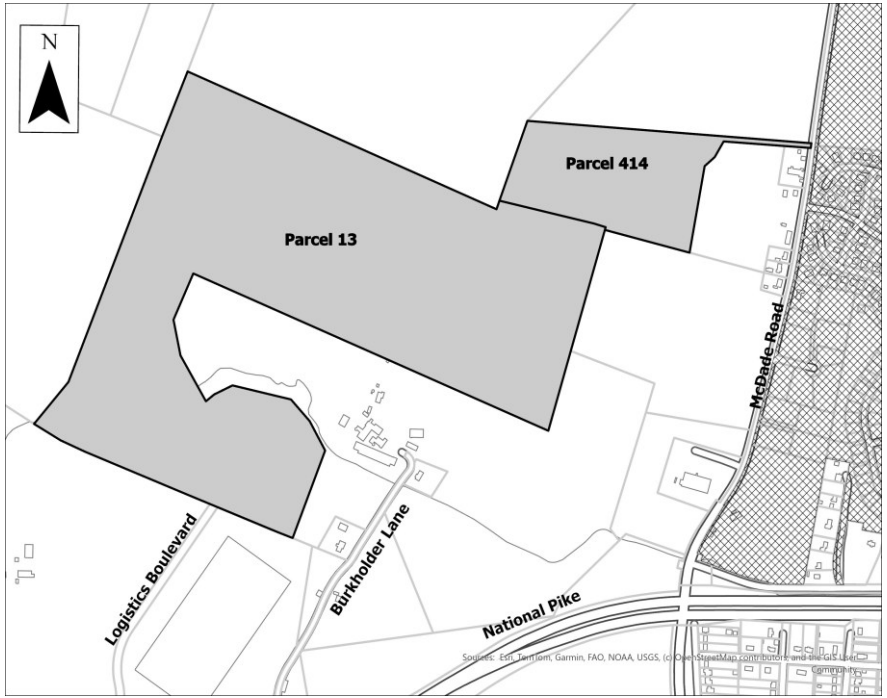
Cc: Jill Thompson, Director, Department of Planning and Economic Development, City of Hagerstown
Matthew Ross, Planner I, Department of Planning and Economic Development, City of Hagerstown
Korey Layman, Regional Planner, Western MD Regional Office, Maryland Department of Planning

Public Hearing: A-2026-02 Burkholder McDade 12440 Burkholder Lane and 12660 McDade Road

Mayor and City Council Meeting
October 27, 2026

Property Information

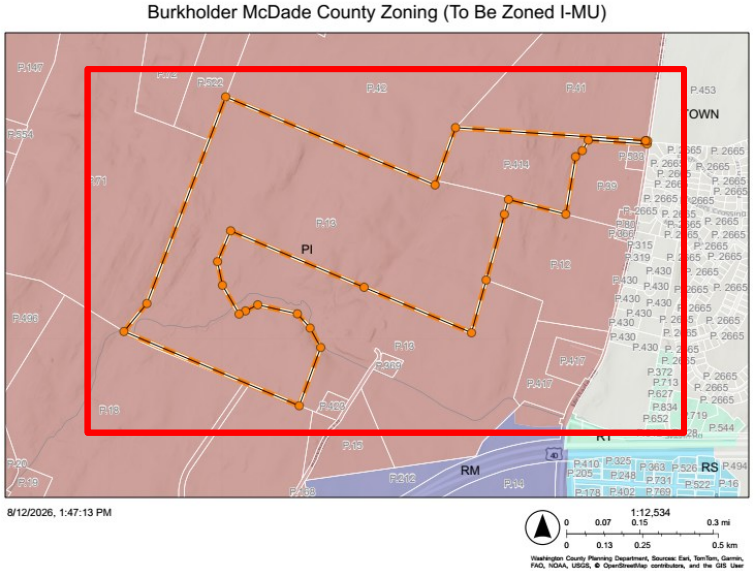
- Annexation of Burkholder McDade Property
- 12440 Burkholder Lane (Parcel 13) and 12660 McDade Road (Parcel 414)
- Burkholder McDade(Tax Map 36 Grid 12 Parcel 414 and Tax Map 36 Grid 18 Parcel 13)
- The area to be annexed is contiguous to the City and within the County's Urban Growth Area and the State's Priority Funding Area
- Total Acreage: ±171.88 acres



Hagerstown

Planning and Zoning

1. Current County Zoning: PI (Planned Industrial)
2. Proposed City Zoning: I-MU (Industrial-Mixed Use)
3. Parcel 13 is within the MRGA, UGA
4. Parcel 13 is designated Business-Employment on City's 2018 Comprehensive Plan
5. Parcel 414 is within the UGA and outside of the MRGA and is not assigned a land use designation by the city
6. The Annexation Plan has been amended to correctly state that the area to be annexed is within the State's Priority Funding Area



Annexation Plan

- Water for Parcel 13 will be served by the City. Parcel 414 will not receive city water service, unless and until the MRGA is amended to include it or an exception to the Water and Sewer Policy is approved.
- Wastewater will be served through the J.S.S.A.
- This annexation will not involve taking ownership of the roads maintained by the County or State.
- Public safety services will be by City Police and City Fire Station 4 and Maugansville Goodwill Volunteer Fire Company.
- Electric utility service is provided by Potomac Edison Company of First Energy.
- Planning Commission reviewed the zoning request and the Annexation Plan and recommend positively.

State Law Compliance

- 4 public notices were published advertising this public hearing.
- Annexation Plan and Resolution were sent to the following agencies at least 30 days prior to hearing
  - Washington County
  - Tri-County Council for Western Maryland
  - Maryland Department of Planning (MDP)
  - Notification provided to State Delegates and Senators as required by State Law.

MDP Letter

- Received on October 9th, 2026.
- According to State Law proposed zoning (I-MU) cannot be substantially different from current county zoning (PI) without obtaining express approval from the Board of County Commissioners for development within 5 years.
- MDP determined that the proposed zoning is not substantially different from the current county zoning.
- Current county zoning allows manufacturing, assembly, processing, research and development, and office uses.
- Proposed zoning allows light manufacturing, research and development office and laboratories, warehouse and storage, carpet and upholstery services, personal household goods repair and maintenance.
- MDP expressed the opinion that express approval is not required.

Washington County Letter

- Received on October 21st, 2026.
- According to State Law proposed zoning (I-MU) cannot be substantially different from current county zoning (PI) without obtaining express approval from the Board of County Commissioners for development within 5 years.
- Washington County determined that the proposed zoning is substantially consistent with or less intense than the current county zoning.
- Current county zoning permits manufacturing, assembly, processing, research and development, and office uses.
- Washington County stated that express approval from the Board of County Commissioners is not required.

Annexation Schedule

August 25th:

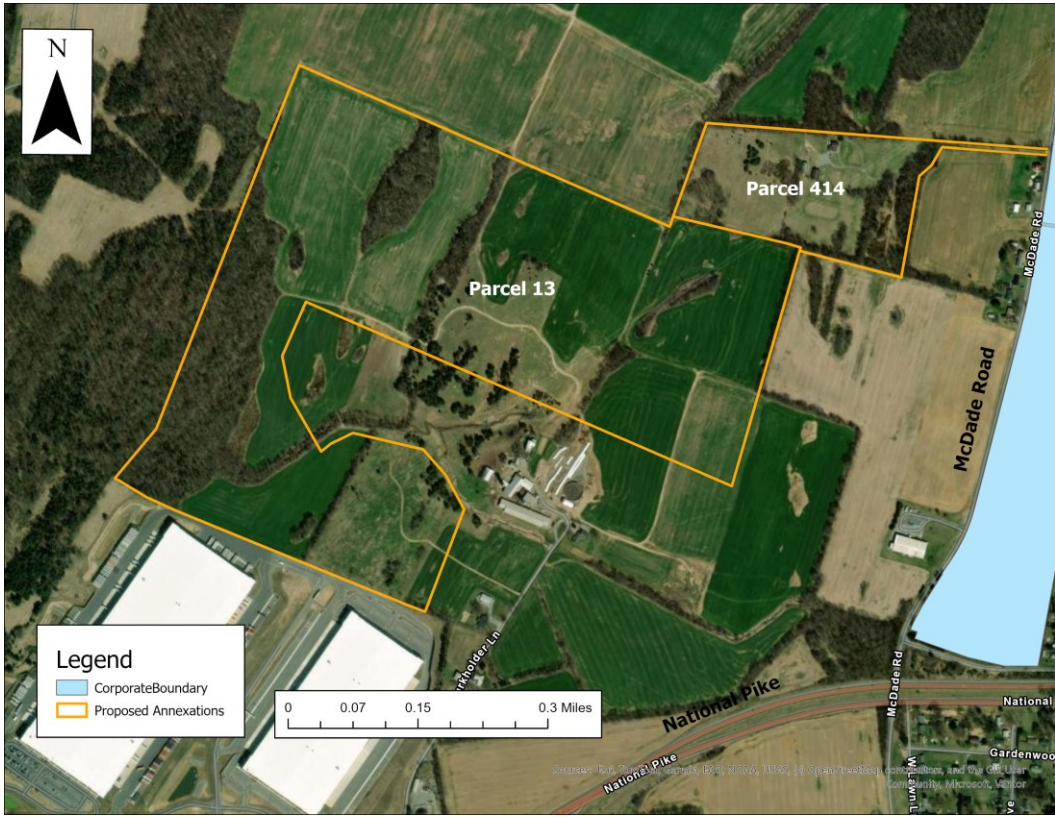
- Petition Presented
- Annexation Resolution introduced
- Annexation Plan adopted

October 27th:

- Public Hearing (today)

November 10th:

- Follow-Up Discussion



Hagerstown

Questions/Comments

- At this time, I would like to enter into the record the certificate of advertisement and the file by reference for A-2026-02.

Matthew Ross, Planner
mross@hagerstownmd.org

USA TODAY CO.

LocaliQ

PO Box 630519 Cincinnati, OH 45263-0519

AFFIDAVIT OF PUBLICATION

City Of Hagerstown
City Of Hagerstown
1 E Franklin ST
RM 202
Hagerstown MD 21740-4859

STATE OF MARYLAND, COUNTY OF WASHINGTON

The Herald-Mail is a daily newspaper of general circulation, printed in the English language and published in the City of Hagerstown in said County and State, and that annexed hereto is a copy of a certain order taken from said newspaper in which the order was published.

Published in the issue dated:

HAG Hagerstown Herald-Mail	09/14/2026, 09/21/2026, 09/28/2026, 10/05/2026
HAG heraldmailmedia.com	09/14/2026, 09/21/2026, 09/28/2026, 10/05/2026

Sworn to and subscribed before on 10/05/2026

Legal Clerk Denise Roberts

Notary, State of WI, County of Brown

4-6-27

My commission expires

Publication Cost:	$1263.08
Tax Amount:	$0.00
Payment Cost:	$1263.08
Order No:	12617692
Customer No:	564187
PO #:	

of Copies: 1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

DENISE ROBERTS
Notary Public
State of Wisconsin

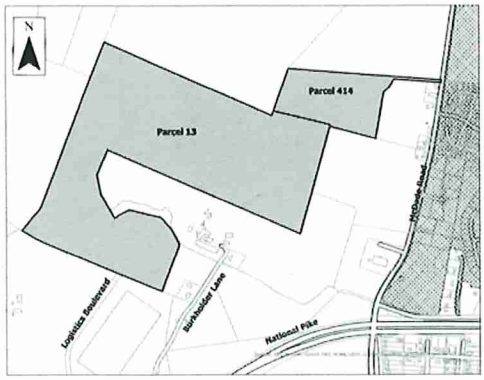
City of Hagerstown
Public Hearing: Proposed Annexation
Tuesday, October 27th, 2026, 7:00 p.m.
City Hall, Council Chambers
1 East Franklin Street Hagerstown, Maryland

Case No. A-2026-02 (City of Hagerstown): Approximately 171.88 acres of property, contiguous to the western corporate limits of the City, including the property located at Burkholder Lane (Tax Map 36, Grid 18, Parcel 13) and 12660 McDade Road (Tax Map 36, Grid 12, Parcel 414). The property is currently zoned PI (Planned Industrial) in the County. The property would be assigned the I-MU (Industrial-Mixed Use) Zoning District in the City.

A resolution to approve the proposed annexation was introduced by the Mayor and City Council on August 25th, 2026 pursuant to the Maryland Local Government Article. A public hearing will be held on October 27th, 2026 as described above, in accordance with § 4-406. The annexation and proposed zoning changes would become effective 45 days following approval of the annexation.

Details of the Proposed Zoning, Tax Maps, and referenced documents are available for review and inspection on the City's website beginning October 23rd, 2026. The Resolution, Annexation Plan, plat, and metes-and-bounds description are also available for inspection at the Department of Planning and Economic Development at 32 North Potomac Street, Suite 200 during regular business hours. For information prior to October 23rd please contact Matthew Ross at the Department of Planning and Economic Development: **mross@hagerstownmd.org**. Phone: 301-766-4313 x. 816.
Public notice of the annexation resolution will be published at least four (4) times, at not less than weekly intervals. The final required publication will occur at least fifteen (15) days before the October 27th, 2026 public hearing.

Testimony for Public Hearings will be accepted in person at the scheduled meeting. Anyone wishing to speak during the public hearing must sign in at City Hall prior to the hearing. Each speaker will be permitted to speak for three (3) minutes. Persons requiring special accommodation for the Public Hearing may contact the Office of the City Clerk, 301-739-8577, extension 113. Hearing impaired individuals may call 301-797-6617 (TDD).
9/14, 21, 28, 10/5 12617692



RECEIVED
OCT 15 2026
BY:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
September 8, 2026, September 15, 2026, and September 22, 2026

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Minutes.pdf	Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: October 27, 2026

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on September 8, 2026, September 15, 2026, and September 22, 2026.

DATE OF PASSAGE: October 27, 2026

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Christmas Tree and Decorations Public Square – Holiday Outdoor Décor (Bethlehem, PA) $ 38,708.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_Consent_Agenda.pdf	Motion - Consent Agenda
Artificial_Christmas_Tree_-_Consent_Form.pdf	Consent: Christmas Tree

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: October 27, 2026

TOPIC: **Consent Agenda**

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

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

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

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

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

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Brittany Arizmendi 10/13/2026
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

QUOTE



From Moments to Memories -
American Craftsmanship in Every Space

Company Address	PO Box 4365 Bethlehem, Pennsylvania 18018 United States	Created Date	9/14/2026
		Expiration Date	10/13/2026
		Quote Number	00028585
Prepared By	Brian Arnold	Contact Name	Tyler French
Phone	(610) 871-7178	Bill to Phone	301.739.8577
Email	barnold@holidayoutdoordecor.com	Email	tfrench@hagerstownmd.org

Address Confirmation Required: Please verify all information below.

Account Name	City of Hagerstown	Ship To Name	Sean Flaherty
Bill To Name	Sean Flaherty	Ship To Phone	301.739.8577
Bill To	1 E Franklin St Ste 3 Hagerstown, Maryland 21740 United States	Ship To	1 E Franklin St Ste 3 Hagerstown, Maryland 21740 United States

Deposit Information

If products are made to order, a deposit is required upon acceptance of this quote. The deposit percentage is listed below. Note: Sales tax (if applicable) is excluded from the deposit invoice and will be billed with the final product shipment.

Deposit N/A

Product Code	Product	Product Line Description	Price	Quantity	Total Price
T-26P-WW-V3	26' Panel Tree Warm White LED - Version 3	26' PANEL TREE WITH 14.5' BASE. WARM WHITE C7. LED - VERSION 3	$20,848.00	1.00	$20,848.00
TT-4-3DNS-WW	4' Sil 3D Nativity Star Tree Topper w/ C7 Lamps in Warm White LED	4' Sil 3D Nativity Star Tree Topper w/ C7 Lamps in Warm White LED	$879.00	1.00	$879.00
SHIPPING	SHIPPING		$3,500.00	1.00	$3,500.00
INSTALLATION	White Glove Premium Package	Labor & Equipment - Installation, Removal, Storage & Maintenance	$13,481.00	1.00	$13,481.00

Account Terms NET 30 DAYS

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

- **Please refer to our Terms and Conditions, here or at https://holidayoutdoordecor.com/terms-conditions/**

QUOTE



From Moments to Memories -
American Craftsmanship in Every Space

- Applicable Sales Tax will be added to Final Invoice
- All shipping is estimated at time of order. Actual shipping costs may vary.
- Invoices will be sent out as soon as purchased product ships. This includes, both direct to customer or to an HOD warehouse prior to installation.
- Trade Tariff Surcharge: A flat rate surcharge of 2.1% is applied to this order to offset increased government import tariffs. This rate has been standardized to minimize price volatility. This surcharge is subject to change based on federal policy updates.

Subtotal	$38,708.00
Total Price	$38,708.00
Grand Total	$38,708.00

Account Terms NET 30 DAYS

- 20% Restocking fee and shipping on all returns
- No returns without proper authorization
- 4% Credit Card payments fee
- Custom Items are NOT returnable
- After Account Terms due date, a monthly interest charge of 1.5% will be added on past due accounts (18% APR)

- **Please refer to our Terms and Conditions, here or at https://holidayoutdoordecor.com/terms-conditions/**

QUOTE ACCEPTANCE INFORMATION

Signature:_____

Name:_____

Title:_____

Tyler French

From: Scott Nicewarner
Sent: Monday, September 21, 2026 4:03 PM
To: Brittany Arizmendi; Michelle Hepburn
Cc: Donna Spickler; Tyler French; Jim Bender; Eric Deike
Subject: Re: Public Square Artificial Christmas Tree Bids

I am fine with it.

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

www.hagerstownmd.org

From: Brittany Arizmendi <barizmendi@hagerstownmd.org>
Sent: Monday, September 21, 2026 3:39 PM
To: Michelle Hepburn <mhepburn@hagerstownmd.org>; Scott Nicewarner <snicewarner@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>; Eric Deike <edeike@hagerstownmd.org>
Subject: Re: Public Square Artificial Christmas Tree Bids

Scott and Michelle -

After triple checking the measurement for the square, I think we should proceed with the **26' option from Holiday Outdoor Decor**. The 30' tree diameter is too large to fit in the square.

Due to the time constraints and the vendor's availability, can we move forward with an emergency approval for this purchase ASAP?

We can follow up with Mayor and Council for approval in October, if you guys are okay with this?

Thank you!

Brittany Arizmendi
Director – Office of Community Engagement
1 East Franklin Street
Hagerstown, MD 21740
Email:barizmendi@hagerstownmd.org
Phone: 301-739-8577 x344
Mobile: 240-500-4582

Book a meeting today!

www.hagerstownmd.org

DISCLAIMER: All City of Hagerstown e-mail users are cautioned that messages sent and received through this system may be considered public records pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

From: Eric Deike <edeike@hagerstownmd.org>
Sent: Monday, September 21, 2026 10:05 AM
To: Michelle Hepburn <mhepburn@hagerstownmd.org>; Brittany Arizmendi <barizmendi@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>; Scott Nicewarner <snicewarner@hagerstownmd.org>
Subject: RE: Public Square Artificial Christmas Tree Bids

I advised Brittany to use CIP C0280 – Downtown Beautification to help fund the tree rental.

From: Michelle Hepburn <mhepburn@hagerstownmd.org>
Sent: Monday, September 21, 2026 10:04 AM
To: Brittany Arizmendi <barizmendi@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>; Scott Nicewarner <snicewarner@hagerstownmd.org>; Eric Deike <edeike@hagerstownmd.org>
Subject: RE: Public Square Artificial Christmas Tree Bids

I will defer to you as well. We will find the funding if the larger is better (which honestly we need something nice).

Thanks,

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

www.hagerstownmd.org

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---

From: Eric Deike <edeike@hagerstownmd.org>
Sent: Monday, September 21, 2026 8:48 AM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Brittany Arizmendi <barizmendi@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>
Subject: RE: Public Square Artificial Christmas Tree Bids

Agreed

From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Monday, September 21, 2026 8:17 AM
To: Brittany Arizmendi <barizmendi@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Eric Deike <edeike@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>
Subject: Re: Public Square Artificial Christmas Tree Bids

I am good with whatever you pick.

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

www.hagerstownmd.org

From: Brittany Arizmendi <barizmendi@hagerstownmd.org>
Sent: Friday, September 18, 2026 3:11 PM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Cc: Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>; Eric Deike <edeike@hagerstownmd.org>; Jim Bender <jbender@hagerstownmd.org>
Subject: Re: Public Square Artificial Christmas Tree Bids

Good afternoon -

Below is the pricing information for the 3 companies that submitted a bid for the artificial Christmas tree and installation for Public Square. Unfortunately, none of them submitted photos but we did look them up on their websites and can confirm that none of them look like a toilet brush.....at least on the internet.

2026 Bids for Artificial Christmas Tree

Rent-A-Christmas	
26'	15' base
Year 1	$59,443.11
Year 2	$12,988.11
Year 3	$12,988.11

Holiday Outdoor Decor					
22'	12' base	26'	14.5' base	30'	17' base
Year 1	$28,580	Year 1	$38,708	Year 1	$50,211
Year 2	$10,638	Year 2	$13,481	Year 2	$15,984
Year 3	$10,638	Year 3	$13,481	Year 3	$15,984

Becker Group			
23'	15.3' base	29'	18.5' base
Year 1	$36,908	Year 1	$54,767.95
Year 2	$14,422	Year 2	$17,429.90
Year 3	$14,422	Year 3	$17,429.90

I've highlighted the option I would recommend based off budget and spacing. Kevin from HLD and I measured earlier this week and anything under 25' we feel is too small for that area.

If we can afford to do 30', I would recommend the larger tree from Holiday Outdoor Decor.

I've copied Eric Deike and Jim Bender on this email, in case they have any reservations about the sizing of the tree.

Please let me know your thoughts and how we should plan to proceed.

Thank you!

Brittany Arizmendi
Director – Office of Community Engagement
1 East Franklin Street
Hagerstown, MD 21740
Email:barizmendi@hagerstownmd.org
Phone: 301-739-8577 x344
Mobile: 240-500-4582

Book a meeting today!

www.hagerstownmd.org

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From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Monday, September 14, 2026 8:59 AM
To: Brittany Arizmendi <barizmendi@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Cc: Tyler Puffenberger <tpuffenberger@hagerstownmd.org>; Donna Spickler <dspickler@hagerstownmd.org>
Subject: Re: Public Square Artificial Christmas Tree Bids

I want to make sure that the low bid is not for a tree that looks like a toilet brush. Did you get pictures of example trees in the bids?

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

www.hagerstownmd.org

From: Brittany Arizmendi <barizmendi@hagerstownmd.org>
Sent: Monday, September 14, 2026 8:33 AM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Cc: Tyler Puffenberger <tpuffenberger@hagerstownmd.org>; Donna Spickler <dspickler@hagerstownmd.org>
Subject: Public Square Artificial Christmas Tree Bids

Good morning Scott and Michelle -

We received three bids for the artificial Christmas tree for Public Square. Each proposal includes the tree, installation and removal, lighting, and full decorations. Below is a breakdown of the costs:

Rent-A-Christmas
26' tree | 15' diameter
Year 1: $59,443.11
Year 2: $13,988.11
Year 3: $13,988.11
Year 4: $13,988.11

Becker Group – 23' Tree
23' tree | 15' diameter
Year 1: $36,908.00
Year 2: $14,422.00
Year 3: $14,422.00

Becker Group – 29' Tree
29' tree | 18.5' diameter
Year 1: $54,767.95
Year 2: $17,429.90
Year 3: $17,429.90

Holiday Outdoor Decor
22' tree
Year 1: $37,608.00
Year 2: TBD
Year 3: TBD

We currently have **$18,000 budgeted for a Christmas tree**. All of the proposals are significantly over that amount for Year 1 due to the initial purchase and setup costs; however, most of the annual costs in years two and three fall within our current $18,000 budget.

Based on the proposals received, the Becker Group's 23' tree currently has the lowest Year 1 cost at $36,908, with an annual cost of $14,422 in Years 2 and 3. Holiday Outdoor Decor is relatively close at $37,608 for Year 1, but we are still awaiting the costs for Years 2 and 3.

I am also meeting with the Light Department tomorrow in Public Square so we can take some height measurements and get a better sense of scale. Before moving forward, I want to make sure a 22' or 23' tree would not appear too small for the space.

Please let me know your thoughts on how you would like us to proceed and whether there may be an option to identify additional funding for the initial Year 1 expense.

We will need to get this before Mayor and Council as soon as possible, as we will have less than two months before we would like installation to take place. Once we have direction and a better understanding of the appropriate tree size, I can work on moving the item forward accordingly.

Thank you!

Brittany Arizmendi
Director – Office of Community Engagement
1 East Franklin Street
Hagerstown, MD 21740
Email:barizmendi@hagerstownmd.org
Phone: 301-739-8577 x344
Mobile: 240-500-4582

Book a meeting today!

www.hagerstownmd.org

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Barbara Ingram School of Fine Arts (BISFA) Lamp Post Sponsorship Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
BISFA_Lamp_Post_Sponsorship_Program.pdf	Consent: BISFA

Barbara Ingram
SCHOOL FOR THE Arts!
FOUNDATION

Board of Directors

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Vice President
KELLY BATEY
ANNE BERTRAM
LAURIE BENDER
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MARK KEEFER
TORIN MALOTT

September 24, 2026

Brittany Arizmendi
Community Engagement Officer
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Dear Brittany:

The Barbara Ingram School for the Arts (BISFA) Foundation would like to partner with the City of Hagerstown once again this year for a Lamp Post Decorating Sponsorship during the 2026 holiday season. The BISFA Foundation offers this sponsorship opportunity to individuals and businesses as a way to honor or remember someone and spread holiday cheer. This fundraiser helps the BISFA Foundation continue supporting the students at the Barbara Ingram School for the Arts.

We guarantee that our signage will not interfere with the City of Hagerstown's greenery or lights displayed on the lamp posts during the holidays. We understand the Foundation is responsible for attaching the signs to the posts. Last year, we worked with the City to have them removed the same day as the greenery and lights and would like to do so again this year, if possible.

The Lamp Post Sponsorship has become a tradition in downtown Hagerstown over the past 15 years, and we greatly appreciate your consideration in helping us continue this tradition. Thank you!

Sincerely-

Ally Sirbaugh
Executive Director

38 South Potomac Street, Suite 305
Hagerstown, Maryland 21740
240-347-4934
www.barbaraingramfoundation.org

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Website Annual Fee Renewals – CivicPlus, LLC (Dallas, TX) $ 15,483.37

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Communications_-_Website_Annual_Fee_Renewals.pdf	Website Annual Fee Renewals

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Communications Division (if applicable): _____

Department Director or Manager: Wes Decker

Account/Project Name: Website Annual Fee Renewals

Account No: 0103006-5332; 0150001-5331 CIP Control No. _____

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

Fiscal Year: 27 Source of Funds: General Fund Operating Budget

Quantity	Description	Value
1	Annual Fee Renewal for SSL Certificate	$ 183.21
1	Website Annual Fee Renewal (Hosting & Support)	$ 6,059.49
1	Acquia Web Governance Standard Package - 10,000 pages, 250 PDF	$ 7,554.33
	Web Accessibility Checks & 25 Heat Maps	
1	SSL Management - CP Provided Only 1 per domain: https://	$ 103.03
	investhagerstown.org	
1	Ultimate Department Header Annual Fee: Economic Development	$ 1,583.31
	TOTAL VALUE OF PROJECT $	$ 15,483.37

ABOVE TO BE USED FOR: Website hosting and support, ChatBot automated FAQ widget, and accessibility compliance tool for Communications for 12/01/2026 - 11/30/2027
Header package renewal for DPED web page for 12/01/2026 - 11/30/2027

RECOMMENDED VENDOR:

Business Name: CivicPlus LLC
Business Address: P.O. Box 737311
City/State/Zip: Dallas TX 75373

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

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

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

Wes Decker 10-13-26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve. need updated W9

10/15/2026
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle A 10/15/26
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CIVICPLUS

Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#391133

12/1/2026

Bill To

Eric Hastings
City of Hagerstown
1 East Franklin Street
Hagerstown MD 21740

TOTAL DUE

$15,483.37

Due Date: 12/31/2026

Terms	Customer	Approving Authority
Net 30	City of Hagerstown, MD	

Qty	Item	Start Date	End Date	Amount
1	Annual Fee Renewal for SSL Certificate.	12/1/2026	11/30/2027	$183.21
1	Website Annual Fee Renewal (Hosting & Support)	12/1/2026	11/30/2027	$6,059.49
1	SSL Management - CP Provided Only 1 per domain: https://investhagerstown.org	12/1/2026	11/30/2027	$103.03
1	Ultimate Department Header Annual Fee: Economic Development	12/1/2026	11/30/2027	$1,583.31
1	Acquia Web Governance Standard Package - 10,000 Pages, 250 PDF Web Accessibility Checks & 25 Heat Maps	12/1/2026	11/30/2027	$7,554.33

Total	$15,483.37
Due	**$15,483.37**

0103006 - 5332 $ 13,797.03

0150001 - 5332 $ 1,686.34

Total: $ 15,483.37

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For our current W-9, please click this link: CivicPlus W-9. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Audio/Visual Upgrade to Council Chambers – Washington Professional Systems (Wheaton, MD)
$ 213,776.94

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Communications_-_Audio-Visual_Upgrade_to_Council_Chambers.pdf	Upgrade to Council Chamber

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Communications Division (if applicable): _____

Department Director or Manager: Wes Decker

Account/Project Name: Audio/Visual Upgrade to the Council Chambers

Account No: PEG 4507200-5865 ~~& GF Cont.~~ CIP Control No. C0569

Budget Amount: $ 144,000 Account Balance: $ 140,263 Unbudgeted Amount: $ *73,514

Fiscal Year: FY'27 Source of Funds: PEG Fund and GF Contingency Fund

Quantity	Description	Value
	Audio/Visual System Upgrade for the Council Chambers	$ 213,776.94
	Quote includes: System design, equipment, programming,	
	configuration, installation, integration, testing and commissioning	
	*Transfer $70,000 from GF Contingency and remaining from C0548 Cable & NET project.	
	TOTAL VALUE OF PROJECT $	$ 213,776.94

ABOVE TO BE USED FOR: Upgrades to the Council Chamber to be used primarilty for Mayor and City Council meetings

RECOMMENDED VENDOR: Business Name: Washington Professional Systems

Business Address: 11242 Grandview Avenue

City/State/Zip: Wheaton, MD 20902

Bid/Proposal/Quote No.: Pricing per Howard Co. #4400005180 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is an upgrade to the A/V equipment in the video room/Council Chamber to replace the current equipment. Most of it has been in place for more than 15 years.

Wes Decker 10-12-26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve-will need Contract information

Tyler Fox 10/17/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 10/15/26
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

WASHINGTON PROFESSIONAL SYSTEMS

Proposal

Prepared for:

City of Hagerstown
2nd Floor Council Chamber upgrade

Eric Hastings
1 E. Franklin St.
Hagerstown, MD 21740
Date: October 9, 2026

Prepared by:

Washington Professional Systems
11242 Grandview Ave.
Wheaton, MD 20902
phone 301.942.6800 | fax 301.946.3241
Dominic Cappelletti | mobile 410-369-6942 | dominic.cappelletti@wpsproav.com

ALL PRICING PER HOWARD COUNTY, MD Contract Number: 4400005180

274116 - Audio/Video/Broadcast
Revision: F

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Washington Professional Systems
11242 Grandview Ave.
Wheaton, MD 20902
phone 301.942.6800 | fax 301.946.3241
contact:
Dominic Cappelletti | mobile 410-369-6942 | dominic.cappelletti@wpsproav.com

A: Price/Scope of Work

Prepared for: **City of Hagerstown**
1 E. Franklin St.
Hagerstown, MD 21740
Eric Hastings
Project-System Type: 2nd Floor Council Chamber upgrade - Audio/Video/Broadcast
Section: 274116
File Name/Quote: DC23583
Current Revision Date: 10/9/26
Revision #: F

1 Washington Professional Systems (WPS) is pleased to provide this Proposal pricing for the Audio/Video/Broadcast system(s) associated with this project. Washington Professional Systems is a qualified Audio/Video/Broadcast Contractor with multiple completed projects similar in scope to this project.

2 Upon request, a complete Qualification Statement outlining Washington Professional Systems' technical and fiscal capabilities, will be provided.

3 The intent of this outline is to provide a complete, lump sum price proposal referencing the Scope of Work defined herein. Questions regarding the proposed Scope of Work or Pricing may be directed to Dominic Cappelletti | mobile 410-369-6942 | dominic.cappelletti@wpsproav.com

4 **Work by Washington Professional Systems:**

5 In addition to furnishing the specified materials and equipment (except for those materials identified as Work by Others); Washington Professional Systems will include the following goods and services within the proposed lump sum price:"

6 Attached - Addition Scope of Work as well as all notations per this sheet
7 Permits and Inspection (not required) - **WPS to provide COI**
8 Provide and Install AV equipment in accordance with specifications 274116
9 Furnish and install all required AV low voltage cable
10 Partially Reconfigure Racks and move some cabling required to facilate changes.
11 Setup adjust and test AV Systems
12 Provide main system training and additional via manufacturer remote training

13 One Year Parts & Labor Warranty is included with Normal Working hours. Off hours emergency service is $125/hr

14 **Work by Others:**

15 The following items represent material and scope of work items which are NOT INCLUDED within Washington Professional Systems' Lump Sum Price:

16 Provide In-wall backing for wall mounted displays
17 Rough openings & core(s) drilling (if required)
18 Fire Stoppping
19 All conduit, cable tray, raceway
20 Provide all 110 volt or higher AC power circuits
21 Provide acess panels
22 Provide specifed systems grounding exclusive of grounding within equipment racks.
23 Provide all In-Wall Display Boxes
24 Millwork and Millwork cut-outs
25 Furnish Tables, Credenzas Lecterns
26 Provide Table Cable Cubbys
27 Painting, ceiling grid and related finish work
28 All Low Voltage Lighting/Drapery Interfaces, as specified and / or as necessary
29 Local and or Broadband Network Circuits & connections
30 Provision owner network
31 CATV, MATV, IPTV is by others
32 Projection Screens
33 Bim Modeling/Coordination
34

35 **Proposal Pricing & Payment Terms:**
36 **WPS lump sum price for section 274116 is:** **$213,776.94**
37 Sales Tax is NOT included in the Lump Sum Price.
38 Performance & Payment Bond is NOT INCLUDED in the Lump Sum Price.
39 Bid Bond is NOT included in Lump Sum Price.
40 Proposed Payment Terms are net 30 days based on monthly progress billings
41

42 **Alternate / Option Pricing:**
43
44
45
46
47
48
49

50 **Warranty**
51 Year 1 System Warranty | New Systems | Included
52

Washington Professional Systems
11242 Grandview Ave.
Wheaton, MD 20902
phone 301.942.6800 | fax 301.946.3241
contact:
Dominic Cappelletti | mobile 410-369-6942 | dominic.cappelletti@wpsproav.com

A: Price/Scope of Work

Prepared for: **City of Hagerstown**
1 E. Franklin St.
Hagerstown, MD 21740
Eric Hastings
Project-System Type: 2nd Floor Council Chamber upgrade - Audio/Video/Broadcast
Section: 274116
File Name/Quote: DC23583
Current Revision Date: 10/9/26
Revision #: F

Qualifications & Exceptions:

All pricing subject to increase 30 days from date of quote

If, during the performance of this contract, the price of Audio Visual Equipment significantly increases, through no fault of WPS, the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases. As used herein, a significant price increase shall mean any increase in price exceeding 2% experienced by contractor from the date of the contract signing. Such price increases shall be documented through quotes, invoices, or receipts.

Supply Chain: Unfortunately, the global manufacturing and electronics industry is experiencing unprecedented delays from manufacturers. Due to the ongoing shortage of containers, port congestion, and raw materials shortages, lead times for delivery of materials is significantly extended and exact estimated times for arrival of materials cannot accurately be provided.
WPS are doing our very best to continually address product availability and provide reasonable substitutions for unavailable equipment. However, some materials may have either no suitable alternative, or shortages may be based upon an industry wide raw material shortage where no alternatives may be available, which could delay integration and completion of systems by target dates. Due to product availability proposed project schedules, equipment/material delivery, and performance of services are subject to change. As a result of the ongoing crisis, all freight will be billed prepaid and add above and beyond fixed price bid contract as necessary.

Pricing may Not reflect any increases to do Tariff's. WPS reserves the right to adjust pricing based on Tariff increases.
All items are Open Market, unless indicated otherwise
Price does NOT include the cost of Contractor/Owner controlled Insurance Programs
Labor rates are based on Monday to Friday 1st Shift
Labor pricing is based on Open (Merit) Shop rates
WPS reserves the right to amend project schedule based upon impacts associated with any of the above,
including extension of any applicable "Period of Performance"
Warranty coverage excludes supplemental end-user training, damage caused by misuse, neglect, and normal wear-and-tear

Amendments Received

Proposal prepared by Dominic Cappelletti **Date Prepared: 10/09/26**

WASHINGTON PROFESSIONAL SYSTEMS

A/V Statement of Work (SOW)
Client: City of Hagerstown
Location: 1 E. Franklin St. Hagerstown, MD 21740
Contact: Eric Hastings

Prepared By: Dominic Cappelletti

Audio-Visual System Upgrade Statement of Work (SOW) - Revision

Project Location: Hagerstown Town Hall – 2nd Floor Chambers and Control Room
Contract Reference: Howard County, Maryland WPS Contract #CTR4400005180
Provider: WPS

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1. Project Overview

The existing public meeting space at Hagerstown Town Hall has undergone multiple configurations over time and currently includes five (5) Panasonic PTZ cameras and legacy Shure audio systems. The City requires a modernized, flexible audio-visual solution that supports:

- Public chamber meetings
- Breakout session configurations
- Live broadcast (local cable channel and online streaming)
- Recording and archival of meetings

This project will upgrade both audio and video systems to improve performance, flexibility, and ease of operation.

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2. Scope of Work

2.1 General Services

WPS will provide:

- System design
- Equipment procurement (per contract pricing)
- Programming and configuration
- Installation and integration
- Testing and commissioning

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3. Audio System Upgrades

3.1 Microphone and Conference System

- Removal and replacement of all existing Shure audio access points and microphones
- Installation of a **Televic Go 4 wireless conference system** to support flexible room configurations under revision (12) Mic systems required.
- Voting will now be handled by CFE Granicus System.

- Provision of interchangeable microphone types (low-profile and gooseneck) for varying meeting needs. Low profile enables 2 speakers to speak into a single unit. Primary use on breakout meetings.
- Additional Rack mount charger added to allow charging all batteries included with the 12 mic stations.
- Two Televic Wireless access points to allow up to 8 channels of Dante each, mics can configured per access point to split Dante feeds to QSC DSP signal processor for allowing independent mix control or for QSC auto-mix from Dante. Also Dante channels accessible on CFE TriCaster video broadcast system to separate adjust audio for broadcast separate from the room.

3.2 Functional Capabilities

- Support for both chamber-style meetings and breakout session formats
- Speech reinforcement throughout the room
- Dual-speaker capability on Televic base stations (two users per unit)
- Private listening via earbuds at each station

3.3 Operational Limitations

- When using low-profile microphones in breakout configurations, internal speakers on Televic base stations must be disabled to prevent audio feedback (only in this mode).
- Internal speakers may remain active when using gooseneck microphones in standard meeting mode.

3.4 Audio Processing and Amplification

- Installation of a new multi-channel amplifier to eliminate feedback to room speakers
- Integration of a **QSC CORE audio processor** for:
    - Feedback suppression
    - Signal processing, Control and routing of all audio
    - System optimization

3.5 Control Interfaces

- Touchscreen control system
- PC-based control software
- Wireless tablet control for in-room operation

3.6 Existing Equipment

- Existing Community brand audio speakers will remain in place and be integrated into the new system

4. Video System Upgrades

4.1 Camera Replacement and Expansion

- Replacement of all five (5) existing Panasonic PTZ cameras (current units exceed 10 years in age)
- All current camera locations in place will remain, all mounting brackets to be reused for new PTZ.

4.2 Camera Control

- Provision of a new PTZ camera controller with enhanced preset recall and operational control

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5. Control Room Upgrades

5.1 Equipment Rack

- Replacement of the existing control room rack system
- Removal of all obsolete and non-functioning equipment in present CFE rack
- Reorganization for improved system management and troubleshooting
- CFE Broadcast Video switcher and all displays will remain.

5.2 Network

- Existing Netgear switch will remain in service and is suitable for the upgraded system.

5.3 Operator Workspace

- Installation of a new motorized (sit/stand) video production desk
- Desk-mounted display configuration using all CFE displays for improved ergonomics and sightlines
- Designed to support operator comfort, productivity, and long-duration sessions and offers overall better health in a production environment

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6. Cabling and Infrastructure

- WPS will provide all required cabling from the control room to field devices, as needed
- Existing cabling will be evaluated and reused where viable
- All reused cabling will be tested and certified prior to installation

Note:
If existing cabling fails certification or requires replacement, additional labor and material costs may apply to this project as a "change-order".

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7. Power Requirements

- The City of Hagerstown will provide all required AC power and electrical outlets
- Final power requirements will be confirmed during post-award site inspection

Additional Costs:

- Any new electrical work or upgrades required beyond existing infrastructure
- Costs resulting from non-functioning equipment or delays caused by the City

8. System Capabilities

Headend playout server and closed-captioning system:

- High-quality live broadcasting (cable and streaming) via Tightrope Media Cablecast system
- Recording and archive recording of any meeting to the video system from program out of TriCaster.
- CG live bulletin board software for on-air use.
- 500 hours of Closed-Captioning time (renewable hours whenever required) – Unused hours expire five (5) years from purchase.
- Migration of present CFE Leightronix database programming and content into Cablecast
- 5yrs hardware warranty, remote user support and upgrades for 5yrs per Gold Support

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9. System Capabilities

The upgraded system will enable:

- High-quality live broadcasting (cable and streaming)
- Recording and archive recording of any meeting to the video system
- Flexible room configurations (chamber and breakout modes)
- Improved audio clarity and feedback control
- Enhanced camera coverage and control
- Simplified system operation for staff via touch control, PC browser and tablet on council floor

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10. Assumptions and Exclusions

- Existing infrastructure (e.g., speakers, network switch) is functional unless otherwise identified
- Any unforeseen conditions discovered during installation may result in change orders
- Additional site visits due to project delays outside WPS control may incur extra charges

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Washington Professional Systems
11242 Grandview Ave.
Wheaton, MD 20902
phone 301.942.6800 | fax 301.946.3241
contact:
Dominic Cappelletti | mobile 410-369-6942 | dominic.cappelletti@wpsproav.com
System: Training
X

Prepared for: **City of Hagerstown**
1 E. Franklin St.
Hagerstown, MD 21740
Eric Hastings
Project-System Type: **2nd Floor Council Chamber upgrade - Audio/Video/Broadcast**
Section: 274116
File Name/Quote: DC23583
Current Revision Date: 10/9/26
Revision #: F

ITEM	REFERENCE	VENDOR	QTY	UNIT	MODEL	DESCRIPTION	UNIT SELL	EXTENDED SELL
1		PANASONIC	5	EA	AW-UE100WPJ	1"-Type PTZ MOS 4K, 20X OPTICAL, FULL NDI, 12G-SDI, (2) 3G-SDI PTZ CAMERA, SFP+, AUDIO IN, POE++	$ 7,028.75	$ 35,143.75
2		PANASONIC	5	EA	AV-SVCEXTWAR5YC	5YR Extended warranty for AW-UE100 series cameras	$ 835.37	$ 4,176.85
3		TELEVIC	2	EA	71.98.0034	Confidea WAP G4 with Dante	$ 4,414.50	$ 8,829.00
4		TELEVIC	2	EA	71.98.0028	Confidea WAP PS G4 POE+ ADAPTER	$ 117.00	$ 234.00
5		TELEVIC	12	EA	71.98.0082	Confidea FLEX GO G4 wireless tabletop conference unit	$ 1,156.50	$ 13,878.00
6		TELEVIC	12	EA	71.98.0094	PLM401F 16" GSM immune gooseneck microphone of 40 cm with push & lock mechanism	$ 238.50	$ 2,862.00
7		TELEVIC	6	EA	71.98.0091	Mike LPM (Low Profile Microphone)	$ 337.50	$ 2,025.00
8		TELEVIC	2	EA	71.98.0046	Confidea CHT G4 Rack mount 10 SLOT charging system for Confidea Flex Batteries.	$ 1,485.00	$ 2,970.00
9		TELEVIC	1	EA	71.98.3000	Confero 360 - license adds new roles for meeting control, the possibility to create a room layout, the use of meeting template with delegate information, badge identification, signage and meeting reports. The Confero 360 license is compatible with Plixus AE-R, Plixus MME and Confidea WAP G4. **Requires: A Computer with web browser (Windows or Mac) Owner must furnish.**	$ 3,267.00	$ 3,267.00
10		TELEVIC	1	EA	99.06.0006	Remote Configuration/Training (Factory Direct) **no charge**	$ -	$ -
11		TELEVIC	1	EA	99.06.0004	1-Year Service Level Agreement (SLA) support	$ 1,692.00	$ 1,692.00
12		TELEVIC	1	EA	99.06.0012	Online Project Review **no charge**	$ -	$ -
13		PANASONIC	1	EA	AW-RP150GJ5	Advanced PTZ Joystick Controller	$ 6,083.98	$ 6,083.98
14		PANASONIC	1	EA	AV-SVCEXTWAR5YB	5YR Extended warranty for AW-RP150 controller	$ 537.50	$ 537.50
15		CHIEF	2	EA	K1D120B	Kontour K1D Dynamic Desk Clamp Mount, 1 Monitor (Black)	$ 311.40	$ 622.80
16		CHIEF	1	EA	K1P110B	Dynamic Pole Mount, 1 Monitor-K1P110B	$ 298.80	$ 298.80
17		CHIEF	1	EA	KTA1036B	Array 36 Inch Pole - black	$ 76.50	$ 76.50
18		CHIEF	1	EA	KTA1000B	Pole-Mount Grommet Accessory Series for KTA1036B	$ 86.40	$ 86.40
19		QSC	1	EA	CORE 8 FLEX	Audio System Processor Controller, w/8x on-board Flex channels and GPIO, up to 32 x 32 Dante audio channels capable (8 x 8 included)	$ 3,762.00	$ 3,762.00
20		QSC	1	EA	SLDAN-32-P	Q-SYS Software-based Dante 32x32 Channel (16x16 Flows) License, Perpetual.	$ 921.60	$ 921.60
21		QSC	1	EA	QIO-L4o	Four (4) line outputs	$ 561.50	$ 561.50
22		QSC	1	EA	QIO-S4	Q-SYS peripheral providing control expansion with 4 serial communication I/O	$ 457.20	$ 457.20
23		QSC	1	EA	QIO-RMK	Rack Mount Tray for QIO devices	$ 185.40	$ 185.40
24		QSC	1	EA	TSC-101-G3	Touch Screen Controller for CORE 8 Flex DSP	$ 3,118.50	$ 3,118.50
25		LEA PROFESSIONAL	1	EA	CS 164D	4 channel zone Dante Amplifier	$ 2,467.50	$ 2,467.50
26		Philips	1	EA	75BDL4511D/27	75" 4K UHD 3840x2160 4000:1 LED Display (No Wi-Fi) TAA, IR/HDMI/DP Loopthrough (24/7),RS232 daisy-chain cable, 79.15 lb	$ 2,110.00	$ 2,110.00
27		Philips	1	EA	86BDL4511D/27	86-Inch Commercial 4K UHD LED LCD Display (No Wi-Fi) TAA, IR Loopthrough (24/7), RS232 daisy-chain cable, 110lbs	$ 4,109.92	$ 4,109.92
28		Netgear	1	EA	WBE718-111NAS	Wireless Access Point 1PT INSIGHT MANAGED WIFI 7 TRI-BAND	$ 724.85	$ 724.85
29		Barco	1	EA	R9861613USB2	Clickshare CX-30 GEN2 (w/Dual pucks) Presenters system	$ 2,497.50	$ 2,497.50
30		KanexPro	1	EA	MMX-4X4CAT-150M	4×4 HDBaseT Matrix Switcher with 4K60 with long-range HDBaseT extension up to 492ft (150m) per output, combining compact 1U form factor with enterprise-grade signal reach and built-in audio de-embedding for professional AV installations across large spaces RS232 CONTROL OF DEVICE, POE TO EACH RECEIVER	$ 2,547.45	$ 2,547.45
31		Blackmagic Design	3	EA	CONVCMIC/HS03G/WPSU	HDMI TO SDI CONVERTER w/power supply, FROM PRESENTATION LIVE CONTENT TO TRICASTER SDI INPUT	$ 80.75	$ 242.25
32		RCI	1	EA	RCISE2020BKSM	Table top mounting accessory for TSC-70-G3 and TSC-101-G3. Color - Black only.	$ 110.49	$ 110.49
33		CABLECAST	1	EA	CBL-VIOLITE-900	2 channel configurable 1x1 SD/HD SDI encode/decode, multi-format server with 8TB of storage in a 2 RU chassis with whisper quiet fans. Selectable SD or HD SDI with embedded audio.	$ 9,450.00	$ 9,450.00
34		CABLECAST	1	EA	CBLCGPLAYER-LIC	Cablecast CG bulletin board software for installation in Cablecast VIO video servers. All bulletin board features and native integration with the Cablecast schedule for display of "Airs Again On", "Coming up Next" and Cablecast schedule bulletins, updated dynamically throughout the day.	$ 1,485.00	$ 1,485.00
35		CABLECAST	2	EA	CBL-SVC-PHHRLY	One hour of scheduled online training, installation assistance, guidance, or targeted help in utilizing Cablecast, Cablecast CG and REFLECT. Needs to be scheduled 2 weeks in advance. Training hours expire after 2 years from purchase.	$ 150.00	$ 300.00
36		CABLECAST	8	EA	CBL-GOLD-CH-1YR	Annual support subscription per I/O (Input/Output). Same day email, phone and remote login support. Includes all new software releases. Also includes premium features only available with Gold or Platinum support. VIO4 = 4 I/O. VIO2, VIO Lite and VIO Stream = 2 I/O. *Software updates are customer installed with guided instructions included, support assistance provided as needed.	$ 360.00	$ 2,880.00
37		CABLECAST	2	EA	CBL-VIOLITE-HA	Annual hardware warranty contract for the CBLVIOLITE. First 3 years are included with the purchase. (Additional 2yrs makes it a 5yr coverage plan. Pricing for a 500 hour block of the Cablecast Closed Captioning Service.	$ 999.00	$ 1,998.00
38		CABLECAST	1	EA	CBLCAPTIONING-500	Supports live captioning of meetings and events as well as on-demand captioning of video files. Runs on both Cablecast VIO and FLEX video servers, as well as VIO Stream. Users can input custom vocabularies for increased accuracy.	$ 3,750.00	$ 3,750.00
39		CABLECAST	1	EA	CBL-SVC-DATAMGR-LGX	The migration of Leightronix systems programming database and/or video files from existing systems to Cablecast servers. The following assets are required prior to purchase: CSV export of metadata, video file sample, XML export of data to be migrated, and credentials for current platform. Metadata cannot be migrated over from Leightronix. Cablecast will also need remote access to the end users current system. For exceptionally large or complex system, the cost may vary.	$ 1,350.00	$ 1,350.00
41		**Sub-Total Equipment**						**$ 127,812.74**
42								

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System: Training
X

Prepared for: **City of Hagerstown**
1 E. Franklin St.
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Eric Hastings
Project-System Type: **2nd Floor Council Chamber upgrade - Audio/Video/Broadcast**
Section: 274116
File Name/Quote: DC23583
Current Revision Date: 10/9/26
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ITEM	REFERENCE	VENDOR	QTY	UNIT	MODEL	DESCRIPTION	UNIT SELL	EXTENDED SELL
43		WPS	1	Lot	Lot	Miscellaneous Rack, POE injectors, Parts & Hardware	$1,889.00	$ 1,889.00
44		WPS	1	Lot	Lot	Miscellaneous Wire, Cable & Connectors	$1,246.00	$ 1,246.00
45		WPS	1	Lot	Lot	Additional Materials,unit	$2,059.00	$ 2,059.00
46								
47		**Sub-Total Materials**						**$ 5,194.00**
48								
49								
50		WPS	73.00	HR		Design & Engineering	$120.35	$ 8,785.55
51		WPS	25.00	HR		WPS Services, CAD & System Documentation	$78.85	$ 1,971.25
52		WPS	82.00	HR		Programming	$124.50	$ 10,209.00
54		WPS	365.00	HR		WPS Services, Technician Labor	$120.35	$ 43,927.75
55		WPS	25.00	HR		Technician, WPS Services, Project Engineering / Training	$120.35	$ 3,008.75
56		WPS	80.00	HR		WPS Services, Project Management	$128.65	$ 10,292.00
57								
58		**Sub-Total Services**						**$ 78,194.30**
59								
60		WPS	1.00	EA		G&A, Warranty	$ 2,575.90	$ 2,575.90
61		WPS	1.00	EA		Taxes	$ -	$ -
62		WPS	1.00	EA		Bond	$ -	$ -
63		WPS	1.00	EA		Permits & Inspection	$ -	$ -
64								
65		**Sub-Total Misc**						**$ 2,575.90**
66								
67		**System Total**						**$ 213,776.94**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Fire Alarm System: 32 N. Potomac Street Renovations – Spicher's Security Services, LLC (Hagerstown, MD) $ 18,550.64

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Final_Close-out_for_Fire_Alarm_System_at_32_N_Potomac_Street.pdf	Final Fire Alarm System Expenses

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: 32 N. Potomac Street Renovations

Account No: 4507001-5594 CIP Control No. 864

Budget Amount: $0 Account Balance: $0 Unbudgeted Amount: $18,550.64

Fiscal Year: FY 27 Source of Funds: General Fund Contingency

Quantity	Description	Value
1	Final close-out for fire alarm system	$ 18,550.64
	TOTAL VALUE OF PROJECT	$ $ 18,550.64

ABOVE TO BE USED FOR: Final close-out with Spicher's Security Services for work on the fire alarm system installed during the renovations to 32 N. Potomac Street, preparing it for occupancy by the City's Customer Service and Planning & Zoning departments.

RECOMMENDED VENDOR:

Business Name: Spicher's Security Services LLC

Business Address: 13427 Pennsylvania Avenue

City/State/Zip: Hagerstown, MD 21742

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

OTHER VENDORS		
Firm	City/State	Total Amount

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend close-out payment to Spicher's Security Services LLC.

JLB 10/13/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved-need updated W9

Tyler Fee 10/15/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepler 10/15/26
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Curb and Sidewalk Improvements – Concrete Central, LLC (Hagerstown, MD)
NTE $ 285,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Curb_and_Sidewalk_Improvements.pdf	Curb and Sidewalk Improvements

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Sidewalk Accessibility Ramps FY 27

Account No: 4509004-5594 CIP Control No. 217

Budget Amount: $150,000 Account Balance: $150,000 Unbudgeted Amount: $0

Fiscal Year: FY 27 Source of Funds: CDBG ($100K) & Highway User Revenue ($50K)

Quantity	Description	Value
1	Remove curb & sidewalk at street and alley intersections, and NTE	$ 150,000.00
	construct new handicap ramps with truncated domes to comply	
	with the current Americans with Disabilities Act (ADA) standards	
	TOTAL VALUE OF PROJECT	$ $ 150,000.00

ABOVE TO BE USED FOR: Replace non-compliant curb & sidewalk with ADA sidewalk ramps at intersections of public streets and alleys. Actual bid was $142,737.00

RECOMMENDED VENDOR: Business Name: Rowland and Company

Business Address: 17142 Lappans Road

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 26-SA-12 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
JT Rock Excavating	Mt Airy, MD	$182,400.00
Sako Construction	Takoma Park, MD	$197,898.00
Henson & Son, Inc.	Hagerstown, MD	$204,294.50
Earn Contractors	Gaithersburg, MD	$230,100.00
Colossal Contractors	Burtonsville, MD	$334,895.00

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award of contract to Rowland & Company.

J L B 10/14/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor needs set up in Munis

Tyler Frew 10/15/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate budget to cover this

Michelle Hepburn 10/15/26
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FY'27 Handicap Ramp Contract – Rowland and Company (Hagerstown, MD)
NTE $ 150,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_FY27_Handicap_Ramp_Contract.pdf	FY27 Handicap Ramp Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Sidewalk Accessibility Ramps FY 27

Account No: 4509004-5594 CIP Control No. 217

Budget Amount: $150,000 Account Balance: $150,000 Unbudgeted Amount: $0

Fiscal Year: FY 27 Source of Funds: CDBG ($100K) & Highway User Revenue ($50K)

Quantity	Description	Value
1	Remove curb & sidewalk at street and alley intersections, and NTE	$ 150,000.00
	construct new handicap ramps with truncated domes to comply	
	with the current Americans with Disabilities Act (ADA) standards	
	TOTAL VALUE OF PROJECT	$ $ 150,000.00

ABOVE TO BE USED FOR: Replace non-compliant curb & sidewalk with ADA sidewalk ramps at intersections of public streets and alleys. Actual bid was $142,737.00

RECOMMENDED VENDOR: Business Name: Rowland and Company

Business Address: 17142 Lappans Road

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 26-SA-12 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
JT Rock Excavating	Mt Airy, MD	$182,400.00
Sako Construction	Takoma Park, MD	$197,898.00
Henson & Son, Inc.	Hagerstown, MD	$204,294.50
Earn Contractors	Gaithersburg, MD	$230,100.00
Colossal Contractors	Burtonsville, MD	$334,895.00

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award of contract to Rowland & Company.

J L B 10/14/26
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve - Vendor needs set up in Munis

Tyler Frew 10/15/26
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve - there is adequate budget to cover this

Michelle Hepburn 10/15/26
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
2027 Chevrolet Tahoe – Hertrich Fleet Services (Milford, DE) $ 57,270.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FORM_-_HERTRICH.pdf	CONSENT FORM
QUOTE_-_HERTRICH.pdf	QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

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

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: 2027 Chevrolet Tahoe

Account No: 4510000 5842 CIP Control No. C0129

Budget Amount: $730,000.00 Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 2027 Source of Funds: CIP

Quantity	Description	Value
1	2027 Chevrolet Tahoe	$ 57,270.00
	TOTAL VALUE OF PROJECT	$ 57,270.00

ABOVE TO BE USED FOR: Patrol Use

RECOMMENDED VENDOR:

Business Name: Hertrich Fleet Services

Business Address: 1427 Bay Road

City/State/Zip: Milford, Delaware 19963

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

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Maryland State Contract		
#001B6600253		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	ECONOMIC DEVELOPMENT 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 coming out of our 2027 CIP fund and is being made under the City's purchasing guidelines.

10/2/26

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Hertrich Fleet Services, Inc. Hagerstown

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (✓ Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP	Invoice
CK10706	2027 Chevrolet Tahoe 4WD 4dr Commercial	$58,000.00	$54,868.00

COLORS

CODE	DESCRIPTION
GXD	Sterling Gray Metallic

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
___	Seat belts, 3-point, all seating positions	Inc.	Inc.
___	Capless Fuel Fill	Inc.	Inc.
___	Protected idle	Inc.	Inc.
___	Instrumentation, analog	Inc.	Inc.
___	Exterior ornamentation delete	Inc.	Inc.
___	Power supply, 100-amp, auxiliary battery, rear electrical center	Inc.	Inc.
___	Power supply, 120-amp, (4) 30-amp circuit, Primary battery, relay controlled, passenger compartment harness wiring	Inc.	Inc.
___	Power supply, 50-amp, power supply, auxiliary battery, passenger compartment wiring harness	Inc.	Inc.
___	Theft-deterrent system, vehicle, PASS-Key III	Inc.	Inc.
1FL	Commercial Preferred Equipment Group	$0.00	$0.00
5J3	Calibration, Surveillance Mode interior lighting	Inc.	Inc.
5J9	Calibration, taillamp flasher, Red/White	Inc.	Inc.
5LO	Calibration, taillamp flasher, Red/Red	Inc.	Inc.
6C7	Lighting, red and white front auxiliary dome	$170.00	$154.70
6J3	Wiring, grille lamps and siren speakers	$92.00	$83.72
6J4	Wiring, horn and siren circuit	$75.00	$68.25
6J7	Flasher system, headlamp and taillamp, DRL compatible with control wire	Inc.	Inc.
9C1	Identifier for Police Package Vehicle	$0.00	$0.00
A50	Seats, front bucket	$350.00	$318.50
AMF	Remote Keyless Entry Package	Inc.	Inc.

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Data Version: 29708. Data Updated: Sep 23, 2026 6:51:00 PM UTC.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
ATD	Seat delete, third row passenger	Inc.	Inc.
AX2	Key, unique	Inc.	Inc.
B30	Floor covering, color-keyed carpeting in occupant area.	$195.00	$177.45
B58	Floor mats, color-keyed carpeted first and second row, removable	$80.00	$72.80
BCV	Lock control, driver side auto door lock disable	Inc.	Inc.
BTV	Remote start	Inc.	Inc.
C6G	GVWR, 7600 lbs. (3447 kg)	$0.00	$0.00
CTB	Intersection Automatic Emergency Braking	Inc.	Inc.
D07	Console, floor	Inc.	Inc.
DRZ	Rear Camera Mirror, inside rearview auto-dimming	Inc.	Inc.
GU5	Rear axle, 3.23 ratio	$0.00	$0.00
GXD	Sterling Gray Metallic	$0.00	$0.00
H1T	Jet Black, Cloth seat trim	$0.00	$0.00
J55	Brake system, heavy duty with front Brembo calipers and 16" front rotors	Inc.	Inc.
K34	Cruise control, electronic with set and resume speed	Inc.	Inc.
K3W	Battery, 900 cold-cranking amps with 95 amp hour rating	Inc.	Inc.
K6K	Battery, auxiliary, 760 cold-cranking amps with 70 amp hour rating	Inc.	Inc.
KX4	Alternator, 250 amps	Inc.	Inc.
L84	Engine, 5.3L EcoTec3 V8	$0.00	$0.00
MHU	Transmission, 10-speed automatic	Inc.	Inc.
NE1	Emissions, Colorado, Connecticut, Delaware, Maine, Maryland, Massachusetts, Minnesota, Nevada, New Jersey, New York, New Mexico, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	$0.00	$0.00
PQA	1FL Safety Package	$825.00	$750.75
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) steel	Inc.	Inc.
RAV	Tire, spare 275/55R20 all-season, blackwall, Firestone Firehawk Pursuit	Inc.	Inc.
RC1	Skid plate, front	Inc.	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap	Inc.	Inc.
T66	Wiring provision, for outside mirrors and cargo side mirrors	Inc.	Inc.
TQ5	IntelliBeam, automatic high beam on/off	Inc.	Inc.

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Data Version: 29708. Data Updated: Sep 23, 2026 6:51:00 PM UTC.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

OPTIONS

CODE	DESCRIPTION	MSRP	Invoice
UBC	USB ports, 2 type-A and C, charge and data	Inc.	Inc.
UD7	Rear Parking Assist	Inc.	Inc.
UDA	OnStar deactivated (does not delete Bluetooth)	$50.00	$45.50
UEU	Forward Collision Alert	Inc.	Inc.
UFB	Rear Cross Traffic Braking	Inc.	Inc.
UHY	Automatic Emergency Braking	Inc.	Inc.
UKI	Blind Zone Steering Assist	Inc.	Inc.
UKM	Lane Keep Assist	Inc.	Inc.
UKT	Front Pedestrian and Bicyclist Braking	Inc.	Inc.
UOW	Side Bicyclist Alert	Inc.	Inc.
URW	Audio system, 17.7" diagonal advanced color LCD display	$0.00	$0.00
UT7	Ground wires, blunt cut cargo area and blunt cut console area	Inc.	Inc.
UUA	Display, automatic occupant sensing	Inc.	Inc.
V03	Cooling system, extra capacity	Inc.	Inc.
V53	Luggage rack side rails, delete	Inc.	Inc.
V76	Recovery hooks, 2 front, frame-mounted, Black	Inc.	Inc.
VPV	Ship Thru, Produced in Arlington Assembly and shipped to Kerr Industries and onto Arlington Assembly	$0.00	$150.00
VZ2	Speedometer calibration	Inc.	Inc.
WUA	Fascia, front high-approach angle	Inc.	Inc.
XCS	Tires, 275/55R20SL all-season, blackwall, Firestone Firehawk Pursuit	Inc.	Inc.
Z56	Suspension Package, heavy-duty, police-rated.	Inc.	Inc.
	Options Total	**$1,837.00**	**$1,821.67**

Price Summary

PRICE SUMMARY

	MSRP	Invoice
Base Price	$58,000.00	$54,868.00
Total Options	$1,837.00	$1,821.67
Vehicle Subtotal	$59,837.00	$56,689.67

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Data Version: 29708. Data Updated: Sep 23, 2026 6:51:00 PM UTC.

Hertrich Fleet Services, Inc.

Vehicle: [Fleet] 2027 Chevrolet Tahoe (CK10706) 4WD 4dr Commercial (Complete)

PRICE SUMMARY

	MSRP	Invoice
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$2,795.00	$2,795.00
Grand Total	**$62,632.00**	**$59,485**

Pricing per Howard County
Contract # 4400004546

$59,485
- 515 Contract
- 1,700 Gov. Incent
$57,270

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Data Version: 29708. Data Updated: Sep 23, 2026 6:51:00 PM UTC.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Hagerstown Housing Authority After-School Program (Parkside Pals) – Hagerstown Housing Authority (Hagerstown, MD) $ 23,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FORM_-_HHA.pdf	CONSENT FORM
Afterschool_Program_Proposal_2026-2027.docx.pdf	PROPOSAL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: HHA After School Program (Parkside Pals)

Account No: 0110004 559314 CIP Control No. _____

Budget Amount: $23,000.00 Account Balance: $23,000.00 Unbudgeted Amount: $_____

Fiscal Year: 2027 Source of Funds: General Fund

Quantity	Description	Value
1	FY27 Afterschool Program - Parkside Pals	$ 23,000.00
	TOTAL VALUE OF PROJECT	$ $ 23,000.00

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR:

Business Name: Hagerstown Housing Authority

Business Address: 35 W. Baltimore Street

City/State/Zip: Hagerstown, Maryland 21740

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is a multi year annual payment to this location for an after school program from budgeted yearly money in our general fund.

10/2/20
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

THE HOUSING AUTHORITY
OF THE
CITY OF HAGERSTOWN, MD

EXECUTIVE DIRECTOR
SEAN GRIFFITH

Revised 09/03/2026

Proposal: For the City of Hagerstown to collaborate with the City of Hagerstown Housing Authority to continue the existing after school program, Parkside Pals, located in the Community Center at Parkside Homes (Suman Avenue) for the school year 2026-2027.

Overview of the project: Historically, Parkside Pals has targeted youth in grades K–3. However, the program has not turned away any child seeking homework assistance and frequently serves youth through grade 5. As the demand for services among older elementary-age youth continues to increase, this proposal seeks to expand the program's target population to include students in grades K–5. This expansion will allow Parkside Pals to better accommodate the demonstrated need and increase participation in the program. The after-school program will meet each Monday, Tuesday, Wednesday, and Thursday from approximately 4:30pm until 6:30pm. The program will not meet on days when school is closed or when there is an early dismissal. The program will continue to operate in the Parkside Homes Community Center located on Suman Avenue.

Purpose: Qualified staff will provide a supervised program for students in grades K-5 that will focus on homework assistance, enrichment opportunities, character building and life skills sessions. The program will ideally be supported by at least three staff members including a lead and two assistants.

Mission: Dollars spent on "quality of life" youth-oriented programs are well worth the investment. Conclusions from a national study reported that:

1. Quality programs can markedly increase engagement in learning by providing students with opportunities for personal attention from adults, a peer group with positive aspirations, and hands-on activities that hold students' interest.
2. Students who are engaged in learning behave better in school, have better work habits, higher educational aspirations, and a better relationship with parents.
3. Positive effects extend to families and communities. Research indicated that investments in programs for youth are likely to have benefits that far outweigh the costs.

Staff roles and responsibilities:

1. The lead staff person will plan daily lessons and activities. The lead staff will be responsible for maintaining attendance sheets, monthly reports, and program calendars. The lead will interact with the student's teachers to confirm assignments and areas needing improvement. The lead will interact with HHA staff providing program oversight.
2. The support staff will assist with homework assignments; assist with planning special projects and activities. The support staff will take directions from the lead staff. Support staff will report planned or emergency absences to the lead staff as soon as possible.

35 WEST BALTIMORE STREET, HAGERSTOWN, MARYLAND 21740 TELEPHONE: 301-733-6911
FAX: 301-733-7298
TTY USERS CALL VIA MARYLAND RELAY – DIAL 711

Supervision: The after-school program will be supervised by the Hagerstown Housing Authority and will regularly consult with staff and the City of Hagerstown to evaluate and assess the program.

Fiscal Responsibility: The Hagerstown Housing Authority will assume all fiscal responsibility for funds contributed by the City of Hagerstown.

Student Registration: All participants of the after-school program will have a completed and signed registration for that includes a student and parent contract.

Budget: Costs include supplies for a daily snack, programming supplies, special activities, participation incentives and WIFI, which is necessary for the students to complete their homework assignments on their Chromebooks while at the club. Staff hours will extend prior to and past the 4:30-6:30 pm timeframe to accommodate program setup and allow clean-up time at the end. The budget remains the same as the previous year for costs. The program is scheduled to run from October 5, 2026 – June 3, 2027, factoring in scheduled school closings into salary and budget.

Expense Type	Amount	Total
Program Lead/Director - 3.5 hrs x 4 days x 32 weeks 17.50 per hour	7840.00	7840.00
2 Support staff - 2.5 hrs x 4 days x 32 weeks x 2 staff 15.50 per hour	9920.00	14,400
Incentives and Special Activities, snacks and supplies, WIFI	3740.00	3665.00
Administration Fee	1500.00	1500.00
Total cost	$23,000.00	$23000.00

SUMMARY

Total	23,000.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Camera System Expansion: Hagerstown Police Department Basement – Spicher's Security Services, LLC (Hagerstown, MD) $ 19,462.24

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT__FORM_-_CAMERAS.pdf	CONSENT FORM
Quote.pdf	QUOTE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Camera System Expansion - HPD Basement

Account No: 4510000 5594 C0308 CIP Control No. _____

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

Fiscal Year: 2027 Source of Funds: _____

Quantity	Description	Value
2	Axis Dual Camera ($1,334.75 / each)	$ 2,669.50
3	Axis Pano Camera ($960.75 / each)	$ 2,882.25
3	Axis Fixed Dome Camera ($721.85 / each)	$ 2,165.55
8	Axis Video SD Card 1 TB ($738.75 / each)	$ 5,910.00
16	Milestone Corp Device Lic ($180.50 / each)	$ 2,888.00
3	Wire ($238.98 / each)	$ 716.94
1	Pipe and Hardware ($250.00 / each)	$ 250.00
12	Labor ($165.00 / each)	$ 1,980.00
	TOTAL VALUE OF PROJECT	$ $ 19,462.24

ABOVE TO BE USED FOR: Camera and licenses for the basement at HPD.

RECOMMENDED VENDOR: Business Name: Spichers Security Services

Business Address: 13427 Pennsylvania Avenue

City/State/Zip: Hagerstown, Maryland 21742

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase is an expansion of our current building security camera system and enhances our security measures regarding the evidence locker. Funding for this purchase is from our building CIP funds and follows city purchasing procedures.

Chief Paul 10/2/26

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

SPICHERS
APPLIANCES & SECURITY

QUOTE
Q00043827

Quote Date
09/30/2026

SPICHER'S SECURITY SERVICES
13427 PENNSYLVANIA AVE
HAGERSTOWN, MD 21742
(301) 739-2794

Bill To:	Ship To:
3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700	3017903700 HAGERSTOWN POLICE DEPT 50 N BURHANS BLVD HAGERSTOWN, MD 21740 (301) 790-3700

Special Request:

Customer #	Salesperson	PO#	Payment Type		Schedule Date
3017903700	MIKE BOWERS		PAYMENT BEFORE DELIVERY		

Qty	Model	Description	Price	Ext Price
2		Axis daul camera	1,334.75	2,669.50
3		Axis pano camera	960.75	2,882.25
3		Axis fixed dome camera	721.85	2,165.55
8		Axis video sd card 1 TB	738.75	5,910.00
16		Milestone corp device lic	180.50	2,888.00
3		WIRE	238.98	716.94
1		pipe and hardware	250.00	250.00
12.00	Labor	MD SERVICE/INSTALL LABOR	165.00	1,980.00
		This quote is for Spichers to install 8 new cameras in the hpd basement for the evidence rooms to be recorded on the existing system for 6 months. The cards are to insure we have enough space to acomplish this.		

Sub Total		19,462.24
Tax		0.00
Invoice Total		19,462.24
Payment		0.00
Balance Due		19,462.24

* All products remain the property of Spicher's Security until paid in full.
* Price quotes for installation are estimates only. If the job takes longer than quoted time, extra fees may be incurred.
* All authorized returns are subject to a 25% restocking fee.
* There is no warranty on existing equipment or takeovers.
* 50% of total invoice is due prior to ordering equipment/ scheduling job.
* Spicher's Security will make every effort to schedule installation within a 2 to 3 week time period however, acts of God may delay the scheduling.
* All price quotes are only valid for 30 days.

Customer Signature_____

Thank You

Total due 30 days upon receipt

DCJS ID#: 11-7960 WC#: LV099046032412 LVSS#: WV048959 MD #: 107-2192

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Rifles – Atlantic Tactical (Raleigh, NC) $ 10,512.08

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FORM_-_RIFLES.pdf	CONSENT FORM
Credit_-_Atlantic_Tactical.pdf	CREDIT
Hagerstown_PD_QTE75-000014398.pdf	QUOTE AND CONTRACT NUMBER
VA_Rifle_Contract_-_Atlantic_Tactical.pdf	FAUQUIER COUNTY CONTRACT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

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

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Rifles

Account No: 0110203 5834 CIP Control No. _____

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

Fiscal Year: 2027 Source of Funds: General Fund

Quantity	Description	Value
15	LWRC ICDIR5B16MLG IC DI M-LOK 5.56MM 12 X 28 TPI ($1,727.54)	$ 25,913.10
15	VORTEX CROSSFIRE RED DOT LED ($138.59)	$ 2,078.85
15	MAGPUL MS4 QDM SLING - BLACK ($81.25)	$ 1,218.75
15	STREAMLIGHT 88071 PROTAC RAILMOUNT ($147.73)	$ 2,215.95
1	SHIPPING	$ 29.95
1	CREDIT (TRADE-IN)	-$ 20,944.52
	TOTAL VALUE OF PROJECT	$ 10,512.08

ABOVE TO BE USED FOR: Officer use.

RECOMMENDED VENDOR: Business Name: Atlantic Tactical

Business Address: 3319 Anvil Place

City/State/Zip: Raleigh, North Carolina 27603

Bid/Proposal/Quote No.: QTE75-000014398-11 Sole Source? X Yes X No

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This purchase supplies our increased officer staff with the needed tools to perform their duties. Funds for this purchase comes from our general fund and follows city purchasing guidelines. We are also trading in old weaponry which greatly reduced the costs for this purchase.

Chief Rowe 10/2/20

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Remit Address:
Atlantic Tactical, Inc.
P.O. Box 109286
Atlanta, GA 30384-9286
TEL: 800-781-2677

Invoice Number	SCN75-000001908
Invoice Date	9/16/2026
Sales Order	S75-000047636
Packing Slip #:	PKS75-000070456

Sold To:
Hagerstown City Police
50 N BURHANS BLVD
HAGERSTOWN, MD 21740
US

Ship To:
Atlantic Tactical
772 Corporate Circle
New Cumberland, PA 17070
US

Customer PO	TRADE-IN
Reference	G17 TRADE

Customer ID	Payment Terms	Shipping Method	Sales Rep	Sales Taker	Invoice Due Date
3220439		SHIP	Atlantic Tactical House	Larry Rumbel	10/16/2026

#	Part Number	Description	Contract #	ORD Qty	INV Qty	U/M	Unit Price	Discount	Ext Price
1.00	2083445	Glock 17, 9mm, 4.5", 8 YO, Night Sights, Box, GEN5, (3) Magazines, Good Condition		-37.00	-37.00	EA_AT	$ 282.00	$ 0.00	$ -10,434.00

Glock 17, 9mm, 4.5", 8 YO, Night Sights, Box, GEN5, (3) Magazines, Good Condition

Sub Total:	$ -10,434.00
Sales Tax:	$ 0.00
Trade in Charge:	$ 10,434.00
Total Due:	$ -10,434.00

Quote

Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Quote Number: QTE75-000014398-12
Quote Date: 10/9/2026

Sold To:
Hagerstown City Police
50 N BURHANS BLVD
HAGERSTOWN, MD 21740
USA

Ship To:
Hagerstown PD
50 N Burhans Blvd
Hagerstown, MD 21740
USA

Customer PO	HOSE			
Reference	Price Quote LWRC rifles			
Customer ID	**Payment Terms**	**Shipping Method**	**Sales Rep**	**Sales Taker**
3220439	APPLYCREDIT	SHIP	Jeff Bridi	Sherry Raley

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	ICDIR5B16MLG	LWRC ICDIR5B16MLG IC DI M-LOK DIRECT IMPINGEMENT 16 BLACK 5.56MM 12x28 TPI	Fauquier IFB# 16-23JCC-ATI	15.00	EA_AT	$ 1,727.54	$ 0.00	$ 25,913.10
2.00	CF-RD2	Vortex Crossfire Red Dot LED Upgrade	Fauquier FB# 16-23JCC-ATI	15.00	EA_AT	$ 138.59	$ 0.00	$ 2,078.85
3.00	MPIMAG953BLK	Magpul MS4 QDM Sling - Black		15.00	EA_AT	$ 81.25	$ 0.00	$ 1,218.75
4.00	88071	Streamlight 88071 Protac Railmount Hl -X Usb - Includes Remote Switch Tail Switch Remote Retaining Clips Mounting Hardware 18650 Usb Battery And Usb Cord - Box Color: BK Style: USB	Fauquier IFB# 16-23JCC-ATI	15.00	EA_AT	$ 147.73	$ 0.00	$ 2,215.95
5.00	2026086	SHIPPING/HANDLING		1.00	EA_AT	$ 29.95	$ 0.00	$ 29.95

Subtotal:	$ 31,456.60
Apply credit:	$ 20,944.52
Sales Tax:	$ 0.00
Total Amount:	**$ 10,512.08**

THIS QUOTE IS VALID FOR
30 DAYS.

Quote

Atlantic Tactical
3319 Anvil Place
Raleigh, NC 27603
TEL: 800-781-2677

Quote Number: QTE75-000014398-12
Quote Date: 10/9/2026

Sold To:
Hagerstown City Police
50 N BURHANS BLVD
HAGERSTOWN, MD 21740
USA

Ship To:
Hagerstown PD
50 N Burhans Blvd
Hagerstown, MD 21740
USA

Customer PO	HOSE			
Reference	Price Quote LWRC rifles			
Customer ID	**Payment Terms**	**Shipping Method**	**Sales Rep**	**Sales Taker**
3220439	APPLYCREDIT	SHIP	Jeff Bridi	Sherry Raley

#	Part Number	Description	Contract #	QTY	U/M	Unit Price	Discount	Ext Price
1.00	ICDIR5B16MLG	LWRC ICDIR5B16MLG IC DI M-LOK DIRECT IMPINGEMENT 16 BLACK 5.56MM 12x28 TPI	Fauquier IFB# 16-23JCC-ATI	15.00	EA_AT	$ 1,727.54	$ 0.00	$ 25,913.10
2.00	CF-RD2	Vortex Crossfire Red Dot LED Upgrade	Fauquier FB# 16-23JCC-ATI	15.00	EA_AT	$ 138.59	$ 0.00	$ 2,078.85
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Subtotal:	$ 31,456.60
Apply credit:	$ 20,944.52
Sales Tax:	$ 0.00
Total Amount:	**$ 10,512.08**

THIS QUOTE IS VALID FOR
30 DAYS.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Digital Recruiting Campaign – Safeguard Recruiting, LLC (Salt Lake City, UT)
$ 22,100.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FORM_-_RECRUITING.pdf	CONSENT FORM
INVOICE_-_RECRUITING.pdf	INVOICE
Purchase_Order.pdf	PURCHASE ORDER
Sole_Source.pdf	SOLE SOURCE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Digital Recruiting Campaign

Account No: 1610000 5331 G0570 CIP Control No. _____

Budget Amount: $22,110.00 Account Balance: $22,110.00 Unbudgeted Amount: $_____

Fiscal Year: 2027 Source of Funds: Recruitment and Retention Grant

Quantity	Description	Value
1	Annual Recruiting Service	$ 22,110.00
	TOTAL VALUE OF PROJECT	$ $ 22,100.00

ABOVE TO BE USED FOR: Recruiting platform for police officers.

RECOMMENDED VENDOR:

Business Name: Safeguard Recruiting, LLC

Business Address: 1953 S. 1100 E.

City/State/Zip: Salt Lake City, Utah 84152

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

OTHER VENDORS		
Firm	City/State	Total Amount

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This recruitment platform enhances our recruiting efforts in marketing and analytics. This purchase will be made through a grant awarded through GOCCP and will be made following City purchasing guidelines.

10/6/20

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

INVOICE

Safeguard Recruiting
1953 S 1100 E PO Box 521966
Salt Lake City, UT 84152-5124

jake@safeguardrecruiting.com
+1 (720) 413-8317

Bill to
Hagerstown Police Department

Ship to
Hagerstown Police Department

Invoice details
Invoice no.: 1116
Terms: Net 30
Invoice date: 09/15/2026
Due date: 10/15/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Recruiting Campaign**	SAFEGUARD Recruiting is running a digital recruiting campaign that generates leads for the client's open officer positions. This is for 12 months of services.	1	$22,110.00	$22,110.00

Total **$22,110.00**

Ways to pay

VISA DISCOVER AMEX BANK PayPal venmo

View and pay

Bill To

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

Purchase Order

Fiscal Year 2027

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

Purchase Order # **20270439**

Delivery must be made within doors of specified destination.

Vendor

SAFEGUARD RECRUITING LLC
1953 S 1100 E
SALT LAKE CITY, UT 84152

Ship To

POLICE ADMINISTRATION
50 NORTH BURHANS BLVD
HAGERSTOWN, MD 21740
Phone: 301-739-8577 EXT 217

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
801-633-2066		551	PLEASE EMAIL P.O. TO KRISTY

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/17/2026	6070	09/17/2026		POLICE ADMINISTRATION

NOTES

ANNUAL RENEWAL OF RECRUITING CAMPAIGN

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	12 MONTHS OF RECRUITMENT SERVICE		1.0	EACH	$22,110.00	$22,110.00
	GL Account: 1610000 - 5331 - G0570	$22,110.00				

Total Ext. Price	$22,110.00
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$22,110.00**

Tyler A. Friend

Procurement Administrator

Vendor Copy

Virginia Sheriffs' Association
Contract Award Agreement

First Responder Supplies and Equipment Procurement Program

Bid 26-02-0523

We are pleased to announce the Virginia Sheriffs' Association (VSA) has successfully completed its nationwide competitive award for first responder supplies and equipment. All local public bodies are eligible to utilize this competitively bid contract while keeping with their local governing purchasing ordinances. Bid 26-02-0523 will be effective June 20, 2025 through June 19, 2026.

Congratulations, your company has been included on the Association's price sheet contract controlled by the Virginia Sheriffs' Association's Solicitation for Bids and Contract Terms and Conditions.

By the award of this contract, based on your company's bid for Solicitation Number 26-02-0523, all terms and conditions set forth in the Solicitation for Bids and Contract Terms and Conditions are incorporated herein by reference and agreed to by the Contractor and the Virginia Sheriffs' Association.

Signature of Authorized Representative	Signature of VSA Executive Director
Jacob Peters	John W. Jones
Printed Name of Authorized Representative	Printed Name of VSA Executive Director
Safeguard Recruiting LLC	June 20, 2025
Contractor/Vendor Name (Please Print)	Date
2025-06-23	
Date	

Signature Certificate

Reference number: 3B529C8B-50CD-4993-88DB-61668F0EA9A6

Sent on **June 23, 2025 4:54 PM UTC**

Signed By	Signature
Jake Peters jake@safeguardrecruiting.com Viewed: June 23, 2025 4:54 PM UTC Signed: June 23, 2025 4:55 PM UTC	 IP address: 4.23.129.67 Location: North Salt Lake, US

Document completed by all parties on
June 23, 2025 4:55 PM UTC

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Renewal of NCR-MD RAPID Leads Online Subscription – Metropolitan Washington Council of Governments #4913 (Washington, DC) $ 10,063.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FORM.pdf	CONSENT FORM
Invoice.pdf	INVOICE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

Department Director or Manager: Chief Paul J. Kifer

Account/Project Name: Renewal of NCR-MD RAPID LeadsOnline Subscription

Account No: 0110003 5378 CIP Control No. _____

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

Fiscal Year: 2027 Source of Funds: General

Quantity	Description	Value
1	Annual subscription (10/1/26 through 9/30/27)	$ 10,063.00
	TOTAL VALUE OF PROJECT $	$ 10,063.00

ABOVE TO BE USED FOR: Renewal of online subscription used for stolen items that may be pawned.

RECOMMENDED VENDOR:

Business Name: Metropolitan Washington Council of Governments- #4913

Business Address: 777 North Capitol Street, NE, Suite 300

City/State/Zip: Washington, DC 20002

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

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

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This is an annual subscription for an investigative data base

10/12/26

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Metropolitan Washington
Council of Governments

2026 Invoice

National Capital Region (NCR) – Maryland (MD)

Regional Automated Property Information Database (RAPID) powered by LeadsOnline

INVOICE DATE: 07/1/2026
INVOICE NO: RQ304320
COG ACCOUNTING REFERENCE: 3004.04
CUSTOMER ID: HGRSTNPD
TAX ID NUMBER: 52-6060391

ATTN:
Hagerstown (MD) Police Department
Hagerstown, MD

This invoice is for your agency's NCR-MD RAPID LeadsOnline subscription cost for October 1, 2026 through Septmber 30, 2027. The subscription costs are determined by LeadsOnline; the collection of the subscription costs is managed by the Metropolitan Washington Council of Governments (MWCOG).

AMOUNT: $10,063.00
PAYMENT DUE: AUGUST 31, 2026

Payments should be made to MWCOG. Payment details are below.

Please contact Adair Ravencraft (aravencraft@mwcog.org); NCR RAPID Program Manager, Anna Berger (Anna.Berger@montgomerycountymd.gov); or MD RAPID Program Manager, 1st/Sgt. Jesse Haas (jesse.haas@maryland.gov) with any questions.

If you decide to opt out of the NCR MD RAPID program/LeadsOnline subscription fee, you must let Adair Ravencraft and the Program Managers know no later than August 1, 2026.

For proper credit, please indicate the Invoice Number above.
We encourage you to submit payments electronically by ACH credit to: **Bank Routing # (ABA) – 064008637, Account #800109881078**
If paying by credit card, please use the link below. For payment by phone or for payment issues, contact Airece Chase at achase@mwcog.org or call (202) 962-3221 https://payv3.xpress-pay.com/org/3FB52FD2056C42A
If remitting by check, please make checks payable to: Metropolitan Washington Council of Governments 777 North Capitol Street NE, Suite 300 Washington, DC 20002

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Truleo Artificial Intelligence Platform for Law Enforcement – Truleo (Greenville, SC)
$ 21,600.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Consent_Form.pdf	CONSENT FORM
7.30.26_TRULEO_Hagerstown_PD_Quote.pdf	QUOTE
Sole_Source.pdf	SOLE SOURCE
G0577_AwardPacketProjectDirector_855fb73a7ae7011f623f101e5ecd6801.pdf	GRANT AWARD

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Police Division (if applicable): _____

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

Account/Project Name: Truleo Artificial Intelligence Platform for Law Enforcement

Account No: _____ CIP Control No. _____

Budget Amount: $21,600.00 Account Balance: $21,600.00 Unbudgeted Amount: $_____

Fiscal Year: 2027 Source of Funds: Grant

Quantity	Description	Value
1	Artificial Intelligence Platform	$ 21,600.00
	TOTAL VALUE OF PROJECT	$ 21,600.00

ABOVE TO BE USED FOR: AI assistance to law enforcement. Reduces administrative workload, enhances officer training, and improves retention.

RECOMMENDED VENDOR:

Business Name: Truleo

Business Address: 220 N. Main Street, Suite 500

City/State/Zip: Greenville, South Carolina 29601

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS This PURCHASE IS through A grant we received. The system is for assisting with FOIA requests & our accreditation process.

10/13/16

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

TRULEO

An AI Platform for Law Enforcement

TRULEO analyzes your department's data to answer questions and generate reports—like your personal analyst.

[HAGERSTOWN PD] [MD] [07.30.2026]

Intelligence Briefings • Find Leads • Generate Reports • Surface Risk

864-807-9446 | info@truleo.co | TRULEO.co

TRULEO

TRULEO End User License Agreement

This TRULEO End User License Agreement (this "Agreement") is by and between TRULEO, Inc., a Delaware corporation ("TRULEO"), and the entity identified on the signature page ("Department"), on the date signed below. TRULEO and Department may be referred to herein collectively as the "Parties" or individually as a "Party."

The Parties agree as follows:

1. Definitions

The term "Authorized User" means an employee or contractor of the Department who the Department permits to access and use the Platform according to the Department's license hereunder. The term "Platform" means the FBI CJIS cloud applications described in Appendix A.

2. License

The Term of this Agreement is outlined in Appendix B

A. **License Grant.** During the Term, and subject to and conditioned on the Department's payment of Fees if applicable, and compliance with all other terms and conditions of this Agreement, TRULEO grants the Department a non-exclusive, non-sublicensable, and non-transferable license. PLATFORM IS LICENSED TO THE DEPARTMENT, NOT SOLD.

B. **Use Restrictions.** The department shall not use the Platform for any purposes beyond the scope of the license granted in this Agreement or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or that violates any applicable law.

C. **Delivery Process and Obligations.** The Department shall, on or before the start of the Term, deliver credentials to TRULEO to securely access the Department's policies, records management system and or body-worn camera video storage environment. Secure access shall be continuous during the Term. TRULEO shall host the Platform on AWS Gov Cloud infrastructure and the Platform shall be deemed to have been accepted by the Department thirty (30) days after the start of the Term unless before such date The Department has provided TRULEO written notice containing reasonable details of non-conformity.

D. **Maintenance and Support.** This Agreement entitles the Department to maintenance and support described in Appendix.

3. Department Responsibilities

A. **General.** Department is responsible and liable for all uses of the Platform resulting from access provided by the Department, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

B. **Access to Policies, RMS and Body Camera Videos.** The Department is solely responsible for providing access to the Department's policies, records management system (RMS) and body camera video storage environment. The Department acknowledges the policies, records and videos belong to the department and will instruct their vendors to fully cooperate with TRULEO to gain access to the department's data. THE DEPARTMENT'S INABILITY TO PROVIDE ACCESS TO TRULEO SHALL NOT AFFECT THE DEPARTMENT OBLIGATIONS TO FULFILL ALL OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION PAYMENT OF ALL FEES AND OTHER AMOUNTS DUE.

4. Fees, Payment

The department shall pay TRULEO the fees ("Fees") outlined in Appendix B on or before the due date. If Department fails to make any payment when due, in addition to all other remedies that may be available: (i) TRULEO may charge the Department a late fee of $250 per day until full payment is received, (ii) Department shall reimburse TRULEO for all reasonable costs incurred by TRULEO in collecting any late payments, late fees or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty (30) days, TRULEO may (i) suspend or prohibit access to the Platform and/or (ii) terminate this Agreement by written notice. All Fees and other amounts payable by the Department under this Agreement are exclusive of taxes. ALL FEES PAID ARE NON-REFUNDABLE.

5. Term and Termination

A. **Term.** The term and the renewal term(s) of this Agreement are outlined in Appendix B (the "Term") unless terminated earlier according to any of the Agreement's express provisions.

B. **Termination.** Either Party may terminate this Agreement by written notice if the other Party materially breaches this Agreement and the breaching Party fails to cure the breach within sixty (60) days after the non-breaching Party provides written notice of such breach.

C. **Effect of Expiration of Termination.** Upon expiration or earlier termination of this Agreement, the license granted hereunder will also terminate. NO TERMINATION WILL ENTITLE THE DEPARTMENT TO ANY REFUND.

6. Intellectual Property Ownership; Feedback

A. The Department acknowledges that TRULEO has a patented platform and owns all rights, titles, and interests, including all intellectual property rights and technology, in and to the Platform.

B. If the Department or any of its employees or contractors sends or transmits any communications or materials to TRULEO by mail, email, telephone, or otherwise, suggesting or recommending changes to the Platform., including without limitation, new features or functionality relating or any comments, questions, suggestions, or the like ("Feedback"), TRULEO is free to use such Feedback without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback.

7. Quality Assurance; Insurance

A. TRULEO Quality Assurance team may review any label weights, outputs, and error corrections within the Platform to determine the source of inaccuracies, such as poor audio quality recording or muted segments, to improve the overall accuracy of the offering.

B. During the Term, TRULEO shall secure and maintain the insurance coverages set forth on Appendix E.

8. Limited Warranties; Warranty Disclaimer

A. TRULEO warrants that the Platform will perform materially as described during the Term. TRULEO strictly disclaims all warranties to any Third-Party Products. If TRULEO fails to repair or replace the Platform within ninety (90) days following the Department's notice of breach of warranty, the Department may terminate the Agreement by written notice. These are the Department's sole remedies and TRULEO's sole liability under the limited warranty.

B. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND TRULEO MAKES NO WARRANTY OF ANY KIND.

9. Limitations of Liability

Except for liability arising from TRULEO's gross negligence or willful misconduct, in no event will TRULEO's aggregate liability arising out of or related to this agreement exceed the lesser of (A) TRULEO's applicable insurance coverage limits in effect at the time the claim arises or (B) $500,000.

10. Appendices

The terms and conditions set forth on each Appendix attached to this Agreement are incorporated as if set forth fully herein. In the event of a conflict between the express terms of this Agreement and any Appendix, the Appendix shall prevail.

11. Miscellaneous

A. **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and each attached Appendix, constitutes the sole and entire agreement of the Parties to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, to such subject matter.

B. **Force Majeure.** In no event shall TRULEO be liable to the Department, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond TRULEO's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism or invasion.

C. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

D. **Governing Law.** This Agreement is governed by and construed under the laws of the State of South Carolina.

E. **Enforcement Costs.** In the event a Party is forced to initiate legal action, commence litigation and/or other dispute resolution process to enforce its rights under this Agreement against the other Party, the non-prevailing Party shall reimburse the prevailing Party for its fees and costs incurred related to such activities, including but not limited to reasonable attorneys' fees and court costs.

F. **Assignment.** The department may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of TRULEO.

G. **Compliance with Laws.** Each Party warrants that it will comply with all applicable national, state, and local laws, ordinances, rules, and regulations applicable to each Party in its performance under this Agreement.

H. **Power and Authority.** Each Party represents and warrants that (A) it has full power and authority to enter into and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (B) this Agreement and such Party's performance hereunder will not breach any other agreement to which

the Party is a party or is bound or violate any obligation owed by such Party to any third-party.

I. **Publicity.** Department agrees that TRULEO may communicate on its website, to a third party, advertise, or publicly announce via a press release that it is providing, or has provided, products or services to the Department.

J. **Signatures; Counterparts.** This Agreement may be executed in counterparts and/or via electronic signatures, each of which is deemed an original, but all of which together is deemed to be the same agreement. A true copy of this Agreement delivered by e-mail or other means of electronic transmission shall be deemed an original for all purposes.

Signature Page

IN WITNESS WHEREOF, each Party, by and through its respective authorized representative, has duly executed and delivered this Agreement on the date below.

Department: Hagerstown PD (MD)

Signature:	**Date:**
Name:	**Title:**
Email:	

Department Contacts (Fill In)			
Name	**Company Title**	**Email**	**Cell Phone**
	Dept Champion		
	Project Manager		
	Accounts Payable		
	Public Relations		
	IT Manager		

3rd Party Connectors (Fill In)			
Integration	**Vendor**	**Integration**	**Vendor**
Body Worn Camera (BWC)	Axon (Waived)	**Email Server**	MS Exchange
Other	GovQuest, Laserfiche document manager	**RMS**	Keystone
Policy/Training	PowerDMS	**Contracts/PO**	Tyler MUNIS

Signature: **Date:**

Name: Anthony Tassone

Email: at@truleo.co

Role: Co-Founder & CEO | Board Member FBI National Academy Associates Fndn.

Appendix A - Problem & Solution

Problem

Law enforcement agencies across the country are facing severe staffing shortages, which directly impact officer morale, retention, and crime clearance rates. Officers and detectives are stretched thin, overwhelmed by administrative tasks, and often lack immediate access to critical information — such as previous call history or known threats — before responding to calls. Without consistent feedback, recognition, and real-time data, both officer safety and community outcomes are at risk. To meet these growing demands, agencies need an AI-powered assistant to help reduce administrative burdens, and ensure officers have the information and support they need to perform effectively and safely.

Evidence-based Solution

TRULEO is an AI-powered assistant designed to support officers and detectives by:

A. Assisting in drafting report narratives and witness statements

B. Answer questions about policies, laws, and prior incidents

C. Deliver automated coaching and recognition from BWC videos

D. Generate investigative case summaries and insights

E. Conduct large-scale witness canvassing

TRULEO is the most ethical, unbiased, and evidence-based AI assistant available to law enforcement. It is proven to reduce administrative workload, enhance officer training, and improve retention. Independent academic research demonstrates that TRULEO contributes to better outcomes for both officers and the communities they serve.

Proudly developed in the United States, TRULEO uses transparent, open-source methodologies and is integrated into the FBI National Academy curriculum in Quantico,

Virginia. By improving officer performance, wellness, and morale, TRULEO represents the future of AI in policing.

Conflict-free Government Purchasing

TRULEO does not manufacture or sell weapons because doing so would undermine the neutrality and integrity of its AI technology. It is critical to maintain a clear separation between AI providers and weapons manufacturers to preserve public trust, avoid ethical conflicts, and ensure that technology used to enhance officer performance and accountability remains free from profit-driven influence tied to the use of force.

Why 100% Made in America Matters: TRULEO's Commitment to National Security

Artificial intelligence represents one of the most powerful tools ever developed. When deploying this technology to U.S. law enforcement agencies, it is essential to ensure it is built entirely in America. TRULEO's 100% Made-in-America policy reflects our unwavering commitment to safeguarding national security, supporting the American workforce, and keeping critical technologies under U.S. control. This approach provides peace of mind to the law enforcement agencies we serve and to the taxpayers who fund them.

Appendix B - Terms & Fees

Terms & Fees	
Contract Duration (Up to 60 months)	**12 Months**
Term Start Date	9.1.2026
PATROL Licenses	N/A
INVESTIGATION Licenses	6 Investigation x $200 x 12 Months = $14,400/yr
COMMAND License	N/A
3rd Party Connectors	6 x $100 x 12 Months = $7200/yr (AX BWC API waived)

AWS Gov Cloud Host	Optional - $150/Mo x 12 Months = $1,800
US Veterans Savings Applied	**All U.S. Veterans are FREE when purchasing for all sworn members, i.e. agency-wide purchase.
Total Annual Amount	$14,400/yr + $7200/yr = **$21,600/yr**
Payment Terms	Net 30

Automatic Renewal

This Agreement will automatically renew for a successive twelve (12) months unless either party provides written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. Upon sales agreement renewal, any first-term cost savings previously applied will be removed and each subsequent year will be subject to an annual four percent (4%) increase, as further described in such agreement.

Appendix C - Support

1. Maintenance and Support Services

TRULEO shall provide the following maintenance and support services inclusive of the Fees paid, including any bug fixes, patches, updates, and revisions. During the Term, TRULEO will also provide the Department with any updates to the Documentation.

TRULEO maintenance and support contact information is as follows:

Address: TRULEO 220 N. Main Street, Suite 500, Greenville, SC 29601

Phone: 864-807-9446

Email: support@TRULEO.co

2. Scope of Support

Any defects shall be reported using the details below and any escalation necessary shall follow the escalation procedure set forth hereinafter. Reported defects may be classified by the Department as “Fatal”, “Material” or “Standard”.

TRULEO will provide assistance, help, and support, plus resolution of defects, via the following channels:

Telephone Support
TRULEO shall maintain telephone support with "live" staff as a single point of contact to provide help with Department operation and support of the cloud services, the cloud application, or the Platform. TRULEO will immediately upon taking a telephone call reporting a defect, record full details of the defect in its issue tracking database and issue a tracking number to the Department. If the telephone support is unavailable, TRULEO will allow the Department to leave a message.

Remote Diagnostic Support
If requested by the Department, TRULEO will provide remote diagnostic support as appropriate to resolve any defect.

Monitored Email Support
TRULEO will monitor incoming emails received at support@TRULEO.co reporting a defect, record full details of the defect in its issue tracking database, and issue a tracking number to the Department. TRULEO will respond within 24 business hours.

3. Support Hours
TRULEO shall provide telephone, remote, and email support 8 hours per day, each business day of the year *excluding public holidays.*

For any support request received during out-of-office hours, action will take place the next open business day. 09:00 to 17:00 EDT hours Monday to Friday

Appendix D - Insurance

Main TRULEO Contacts			
Name	**Company Title**	**Email**	**Cell Phone**
Anthony Tassone	Co-Founder & CEO	AT@truleo.co	321.371.3160
Tejas Shastry	Co-Founder & CTO	Tejas@truleo.co	1.888.571.7701
Hedy R. Kraft	Senior VP, Sales	Hedy@truleo.co	504.235.8282
PJ Tassone	Success Manager	PJ@truleo.co	708.336.8388

TRULEO shall secure, prior to commencing any activities under this Agreement, and maintain, during the term of this Agreement, insurance coverage commensurate with applicable law as follows:

1. Workers' Compensation Insurance and Employers Liability Insurance in an amount not less than $1,000,000.
2. Commercial General Liability Insurance, including coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products/Completed Operations Liability, and Independent Contractor's Liability (if applicable), in an amount not less than $4,000,000 annual aggregate, written on an on an occurrence form.
3. Automobile Liability Coverage including-as applicable-owned, non-owned, and hired autos, in an amount not less than $1,000,000, combined single limit.
4. Professional Liability Insurance, inclusive of cyber liability, in an amount not less than $2,000,000.

TRULEO

TRULEO

AN AI PLATFORM FOR LAW ENFORCEMENT

TRULEO analyzes your department's data to answer questions and generate reports - like your personal analyst.



FOR PATROL

AI-ASSISTED REPORTS

Prompts key questions, then builds a polished, accurate, ready-to-submit report.

ASK YOUR AI ASSISTANT

Get quick, reliable answers to policy or code questions. Anytime. Anywhere.

VIRTUAL INTELLIGENCE

Ask for historic call info on people, addresses or vehicles. Get answers fast.

FOR INVESTIGATORS

PERSONAL HISTORIES

Access quick CAD/RMS summaries to build rapport and guide witness interviews.

CASE SUMMARIES

Upload case files. AI summarizes, organizes, and flags critical insights or gaps.

WITNESS CANVASSING

Send geofenced messages. AI interviews, transcribes, and ranks responses.

FOR COMMAND

AUTOMATED FEEDBACK

AI reviews bodycam footage to provide fair and objective performance feedback.

DEPARTMENT INSIGHTS

Real-time data on crime stats, shift summaries, and performance to guide decisions

HIGHLIGHT REELS

Auto-generate standout clips for training, trust-building, or social media.

TRULEO SOLE SOURCE LETTER

Truleo is the sole provider of **Patented** AI- powered police officer assistant**.** Truleo's software (US patent allowance: https://patentcenter.uspto.gov /applications /18180652) is the **only** technology that:

- Automatically **SEPARATES** Officer language from Community language. TRULEO automatically detects and separates the officer's language which makes for more accurate report writing and transcripts.
- Automatically **REDACTS** Officer and Community member personal identifiable information (PII). This data is critical to protect and avoid sending to 3rd party AI engines that otherwise could retain it and / or use it for training as well as leaving the data vulnerable to being stolen by U.S. adversaries.

Problem

Law enforcement agencies across the country are facing severe staffing shortages, which directly impact officer morale, retention, and crime clearance rates. Patrol officers, Investigators and Command staff are stretched thin, overwhelmed by administrative tasks, lack access to critical insights that can improve performance. Without real-time automation and insights, both officer safety and clearance rates are at risk.

Evidence-based Solution

TRULEO is the only Patented AI-powered platform designed to support officers, detectives and command:

a) Assisting in drafting report narratives, witness statements and administrative reports
b) Answer questions about policies, laws, and prior incidents
c) Deliver automated coaching, recognition and redaction from BWC videos
d) Generate investigative case summaries and insights to solve more crime

TRULEO is the most ethical, unbiased, and evidence-based AI assistant available to law enforcement. Multiple independent studies have proven it to reduce administrative workload, enhance officer training, and improve retention. Proudly developed in the United States, TRULEO integrated into the FBI National Academy curriculum in Quantico, Virginia.

Conflict-Free Government Purchasing

TRULEO does not manufacture or sell weapons because doing so would undermine the neutrality and integrity of its AI technology. It is critical to maintain a clear separation between AI providers and weapons manufacturers to preserve public trust, avoid ethical conflicts, and ensure that technology used to enhance officer performance and accountability remains free from profit-driven influence tied to the use of force.

100% Made in America Matters: TRULEO's Commitment to National Security

Artificial intelligence represents one of the most powerful tools ever developed. TRULEO's 100% Made-in-America policy reflects our unwavering commitment to safeguarding national security, supporting the American workforce, and keeping critical technologies under U.S. control. This approach provides peace of mind to the law enforcement agencies we serve and to the American taxpayers who fund them. ***Unlike our competitors, we will never offshore the research and /or development of any capability.***

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor

Maryland
GOVERNOR'S OFFICE OF CRIME PREVENTION AND POLICY

DOROTHY LENNIG
Executive Director

October 01, 2026

Lieutenant Edward Plummer
Professional Services Lieutenant
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: BJAG-2024-0041

Dear Lieutenant Plummer:

I am pleased to inform you that your grant application entitled, **"Crime Reduction and Technology Initiative,"** in the amount of $58,600.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program. Paul Kifer has received the grant award packet containing information and forms necessary to initiate the project.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Prevention and Policy.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager **(Sun Jang)** or fiscal team member **(Courtney Thomas)**. This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,



Sun Jang

Funding Manager

cc: Chief Paul Kifer

Governor's Office of Crime Prevention and Policy

Control Number: 55165
Regional Monitor: Jang, Sun
Fiscal Specialist: Thomas, Courtney

Notification of Project Commencement

Grant Award Number: BJAG-2024-0041
Sub-recipient: Hagerstown Police Department
Project Title: Crime Reduction and Technology Initiative
Implementing Agency: Hagerstown Police Department
Award Period: **10/01/2026 - 09/30/2027**

CFDA: 16.738
Federal Grant #:

The verification section of this form must be completed. Additionally, this form must be signed by the project director and submitted through the Grants Management System within thirty (30) calendar days after receiving your grant award packet.

No Requests for Funds will be processed until this Notification of Project Commencement has been signed and received.

Authorized Official:	Kifer, Paul pkifer@hagerstownpd.org Hagerstown Police Department 50 N Burhans Blvd Hagerstown, MD 21740-4661 301-739-8577	Chief of Police FAX: 301-733-5513
Project Director:	Plummer, Edward eplummer@hagerstownpd.org Hagerstown Police Department 50 N Burhans Blvd Hagerstown, MD 21740-4661 301-790-3700	Professional Services Lieutenant FAX: 301-395-5886
Fiscal Officer:	Kelley, Curtis ckelley@hagerstownpd.org Hagerstown Police Department 50 N Burhans Blvd Hagerstown, MD 21740-4661 240-866-1416	Police Sergeant FAX: 301-733-5513

Award Information Verification - Please initial appropriate selection(s):

BJAG-2024-0041

_____ All information on this form is correct and project will commence on time. **Project Director signs below.**

_____ The contact information for all the staff on this form is **not** correct. **You must submit a Grant Modification** that provides a justification and indicates all changes/revisions**.**

_____ The project will not commence within forty-five (45) days of the beginning of the award period 10/01/2026. **You must submit a Grant Modification.** Grant Modification must provide justification and indicate all changes.

Signed: _____ **Date:** _____

Project Director - Plummer, Edward (Project Director is Preferred, FIscal Contact or Authorized Official if Project Director is unavailable)

Printed Name: _____ **Phone:** _____

Additional Reporting Requirements
BJAG-2024-0041

Congratulations on receiving funding under the Byrne - Justice Assistance Grant (JAG) Program. Because this funding falls under the Federal Bureau of Justice Assistance, there is additional reporting required for these grant funds/awards.

The most recent guidelines issued by the federal Office of Management and Budget (OMB) require GMS to submit reports earlier than originally anticipated. Therefore, in order for us to meet the federal reporting requirements, we must ask you to submit your reports to us according to the timeline set forth below:

1. Complete the **BJA Performance Measurement Tool** (PMT – electronic reporting via the below web site) and **GMS Programmatic Reports** *(performance measurements and progress report) within* **fifteen (15) calendar days of each quarter end date**.
2. Complete the **GMS financials** within **thirty (30) calendar days of each quarter end date.**

BJA Performance Measurement Tool (https://bjapmt.ojp.gov) helpdesk: 1-888-252-6867; your login information is:

User ID: ***Contact Sun Jang***

How to create a unique user account?

- Go to the BJA PMT at https://bjapmt.ojp.gov;
- Login with your PMT assigned temporary User ID (ex. MD####S or G) and Password;
- Enter your e-mail address;
- Create a new Password; and
- Select and answer three Security Questions.

After creating a unique user account, your e-mail address becomes your User ID.

For login assistance contact:

Sun Jang — sun.jang1@maryland.gov
Program Manager — 410-697-9298

As part of BJA's effort to enhance and secure the Performance Measurement Tool (PMT), a "Unique User Management" feature has been developed requiring all system users to have their own unique User ID and Password. This also allows you to reset your password if you forget it, using a "Forgot Password" option.

Forgot Password?

- Go to the BJA PMT at https://bjapmt.ojp.gov;
- Enter your new User ID or e-mail address, and do not enter a password;
- Select “Forgot Password”;
- Answer your Security Questions;
- Look for the link to reset your Password, which will be sent to your e-mail address; and
- Click on the link in the e-mail and follow the prompts to create a new Password.

To help keep you and all of our partners/constituents informed, our office has assigned a single person as the point of contact for all Federal Reporting issues and compliance. If you have any questions about the new requirements, please contact:

Sun Jang	sun.jang1@maryland.gov
Program Manager	410-697-9298

The two reporting-related special conditions are listed below. They are also included in your award packet.

Special Condition - Additional Reporting

In addition to quarterly reports (financial and programmatic), the Sub-recipient must report specific information, as mandated by the Federal Funding Accountability and Transparency Act (FFATA), directly to the Bureau of Justice Assistance (BJA) via their performance measurement tool (PMT).

The Bureau of Justice Assistance's reporting requirements MUST be completed NO LATER than FIFTEEN CALENDAR DAYS after the end of each quarter (via https://bjapmt.ojp.gov)

Login procedures are either provided with your award packet or will be made available via email. The BJA PMT helpline number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.

Special Condition - Reporting Timelines

Sub recipients must submit their reports following the timeline set forth below:

1. Complete the BJA Performance Measurement Tool (PMT, electronic via website noted below) and GMS Progress Report / Performance Measures within fifteen (15) calendar days of each quarter end date.
2. Complete the GMS financial report within thirty (30) calendar days of each quarter end date.

The BJA Performance Measurement Tool (https://bjapmt.ojp.gov) helpdesk number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

1 General and Special Conditions (Post-Award Instructions)

The General and Special Conditions included in a subaward packet serve as the Maryland Governor's Office of Crime Prevention and Policy's (GOCPP or Office) post-award instructions and procedures for managing and monitoring grants, regardless of the government funding source. Please review the program-specific award package for the subaward number, state or federal funding source, and approved budget allowance references.

This subaward is subject to the General Conditions on the Office's website https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf and any Special Conditions accepted by the Subrecipient's Authorized Official, Project Director, and Fiscal Officer. Please refer to General Condition 21 for more information. Additional guidance on each program-specific Notice of Funding Availability (NOFA) and the SFY 2027 Grant Management System (GMS) Application Instructions is available on the Office's website: https://gocpp.maryland.gov/programs/.

Note: The Office has revised the SFY 2027 GMS Application Instructions, program-specific NOFA, grant conditions, and attachment requirements. All required documents and certifications must be received by the Office to be designated "Award in Compliance" status in GMS. References to the adoption of federal addendum terms/conditions per 2 CFR, Part 200 are also available in the NOFA to the best knowledge available to GOCPP. See specific references to U.S. DOJ and U.S. HHS guidance available at https://www.ojp.gov/funding/part200uniformrequirements and https://acf.gov/grants/manage-grant/grant-award/award-terms.

2 Statutes and Requirements of State and Federal Funds

This subaward is subject to all applicable provisions of Title 1 Subtitle 4 of the Code of Maryland Regulations (COMAR), relevant Code of Federal Regulations (C.F.R.), and requirements of the funding source. For current information on C.F.R., please visit https://www.ecfr.gov/.

Note: The Office reserves the right to impose additional Special Conditions, as necessary, during the subaward period of performance. Please refer to the grant award letter available in the electronic GMS.

3 Federal Financial Guide

In addition to post-award conditions, the subrecipient agrees to comply with the financial and administrative requirements outlined in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide, as applicable. The subrecipient must also adhere to any additional terms and conditions instructed by the Office. The DOJ Financial Guide is available at: https://www.ojp.gov/funding/financialguidedoj/overview. See specific references to U.S. DOJ and U.S. HHS guidance available at https://www.ojp.gov/funding/part200uniformrequirements and https://acf.gov/grants/manage-grant/grant-award/award-terms.

4 Subaward Period of Performance

Upon approval by the Office, the submitted application will result in a subaward for the period specified in the subaward packet. The subaward does not constitute a commitment for funding prior to or beyond the stated period. The subaward may be terminated by either party with written notice to the terminated party within 30 CALENDAR DAYS. If the subaward is terminated before the end of the funding period, a financial accounting of both current quarterly and year-to-date expenses must be submitted within 60 calendar days. Please refer to General Condition 32 for more information.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

5 Subaward Acceptance Document

To fully execute the grant with the Office, the subrecipient must upload all required signed documents to the electronic GMS. The Grant Award and Acceptance Form, which includes the original signature of the Executive Director of GOCPP, must be signed by the Authorized Official listed in the submitted application (electronic signature is acceptable). This document must be uploaded within 30 CALENDAR DAYS of receipt of the award packet.

The Authorized Official may be the County Executive, Duly Authorized Official of the local unit of government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or, in cases where agencies are permitted to apply directly, the head of the agency receiving the subaward.

Failure to submit the signed acceptance documents within the specified timeframe may result in the subaward being canceled. Late submission will be accepted on a case-by-case basis and may lead to increased risk designation, additional monitoring requirements, delayed project implementation and reimbursement, de-obligation of funds, and/or termination of the subaward.

If the subrecipient chooses not to accept the subaward, a written notification must be provided to the Office within 30 CALENDAR DAYS of receiving the award packet. The subrecipient may also request to cancel the subaward after acceptance by submitting a formal written request to the Office. In either case, no expenditures incurred prior to or after the effective cancellation date will be eligible for reimbursement, and all unspent funds must be de-obligated.

Acceptance of this subaward constitutes a binding commitment to carry out the project as outlined in the approved grant documents, and to comply with all applicable terms and conditions. If there is any conflict or inconsistency between the Grant Agreement, the Approved Budget, the application or proposal materials, or any other incorporated documents, the Approved Budget will control all matters related to funding and expenditures. All spending must comply with the Approved Budget unless a written budget amendment is approved post award. No costs that exceed or differ from the Approved Budget will be allowable unless approved via a Grant Adjustment Notice (GAN). All information submitted to the Office is subject to the Maryland Public Information Act (PIA).

6 Special Conditions

It is important that the subrecipient carefully review all Special Conditions of the subaward. The Authorized Official must initial each Special Condition page in the bottom right-hand corner to acknowledge receipt and agreement. All initialed Special Condition pages must be uploaded to the GMS within 30 CALENDAR DAYS of receipt of the award packet.

For questions or clarification, please contact the GMS-assigned Fund Manager, whose name is specified in the award packet.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

7 Notification of Project Commencement Form

The Notice of Project Commencement Form must be initialed in the Award Information Verification section and signed at the bottom, preferably by the Project Director. If the Project Director is unavailable, the Fiscal Officer or Authorized Official may sign the form.

The signed and initialed form must be uploaded to the GMS within 30 CALENDAR DAYS of receiving the award packet. Please note that the award will not be in compliance, and the subrecipient's progress report modules will remain inaccessible until the following documents are submitted in the GMS:

- Countersigned Grant Award and Acceptance Form
- Initialed Special Conditions (each page)
- Initialed and Signed Notification of Project Commencement Form

Note: If the project will not commence within 45 calendar days of the start of the period of performance, the subrecipient must submit a General Grant Adjustment Notice (GAN) in the GMS for review and approval. Please note that a delay in the project start date does not impact the end date.

8 Risk and Monitoring Level

The Organizational Capacity Questionnaire (OCQ), submitted annually in Qualtrics, is used to assess risk and determine the monitoring level at the time of award. The monitoring level may be adjusted during the grant period based on quarterly risk assessments and/or other performance factors. All supporting documents, including policies attested in the OCQ during the application phase, must be available for review by Office staff upon request during desk
review, monitoring site visits, and audits. For additional guidance, please refer to the Organizational Capacity Questionnaire (OCQ) Link: https://gocpp.qualtrics.com/jfe/form/SV_2mY8YNPFAAzOqmq.

Also refer to General Conditions 28-31 and 35.

9 Online Reporting and Post-Award Technical Assistance

All subrecipients are strongly encouraged to view the Office's GMS Training Videos, which are available at: https://gocpp.maryland.gov/grants/gms-help-videos/. These videos provide step-by-step guidance on key grant functions, including application submission, Grant Adjustment Notices (GANs), and progress reporting during the period of performance.

For technical assistance with the GMS during business hours, subrecipients may contact the Office's GMS Help Desk support team at: support@goccp.freshdesk.com. Additionally, a recorded webinar on Grants Management and Program Development Training is available on the Office's grants page (https://gocpp.maryland.gov/grants/). This resource is a best practice reference tool designed to assist in onboarding grants management staff and cover activities from pre-award through post-award, including recent revisions to the 2 C.F.R. Part 200, effective October 1, 2024.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
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Grant Award - General Conditions

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Project Title:	Crime Reduction and Technology Initiative		

10 Post-Award Documentation

Following award acceptance, all finalized contracts must be uploaded to the GMS and approved by the Office prior to requesting reimbursement for any related expenses.

For conference and training, logistical details must be submitted to the Office for review and approval as soon as the information becomes available. This includes dates, times, and locations of each event, which must be provided at least 30 days in advance.

To submit this information, subrecipients must initiate a Budget GAN in the GMS. The GAN should include all event logistics, as well as any adjustments to costs, fees, and rates with appropriate justification. See the Frequently Asked Questions (FAQ) on GAN.

For additional post-award requirements and guidance, please refer to the GMS Application Instructions.

11 Subaward Budget Notice and New Personnel

The approved Budget Notice is included in the subaward packet and outlines the expenses authorized for the project. Please note that this budget may differ from the version submitted in the original application and reflects the Office's final approval of allowable project costs.

Any delays in hiring project personnel must be reported in writing to the assigned Grant Staff for the applicable funding source within 30 calendar days of receiving the subaward packet. If project personnel are not hired within 45 calendar days, the associated personnel allocations may be de-obligated at the discretion of the Office.

Subrecipients are strongly encouraged to evaluate and, if appropriate, reallocate or de-obligate any cost savings resulting from delayed hiring to support other approved project activities. Any proposed changes must be submitted through a Budget GAN in the GMS for review and approval.

Please refer to General Condition 12 for additional guidance.

12 Personnel Costs

Salary related expenses, wages, and fringe benefits must be supported by records that accurately reflect the work performed and must comply with the organization's established policies and procedures, as outlined in 2 C.F.R. §200.430 (Compensation – Personnel Services) and 2 C.F.R. §200.431 (Compensation – Fringe Benefits). Also, see General Condition 13.

The use of percentages to claim personnel costs is not allowable. Supporting documentation must include timesheets or time and effort reports that reflect the actual time worked on allowable grant-funded activities. Records must be signed by a supervisor.

Payroll records may be used and shall include a certified after-the-fact distribution of the employee's actual work activities during the applicable financial reporting period.

The certification statement must:
- Reflect the dates and number of hours charged to the grant;
- Describe the specific grant-funded activities performed;
- Be signed and dated by the supervisor; and
- Include the grant number.

For additional guidance on time and effort reporting requirements, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/time-and-effort-reports/.

Grant Award - General Conditions

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13 Suitability to Interact with Minors

As a condition of receiving grant funds, the subrecipient certifies that it has appropriate criminal background procedures in place to ensure that individuals who interact with minors in the course of any award activity are suitable to do so. Also, see the Determination of Suitability to Interact with Minors Form available in the Notice of Funding Availability (NOFA) (https://gocpp.maryland.gov/wp-content/uploads/determination-of-suitability-form.pdf)

14 Consultant Rates

The requirements related to consultant compensation apply to all awards issued by the Office, regardless of the government funding source, State or Federal.

The maximum allowable rate for consultant services is $81.25 per hour or $650 per day. Requests for rates exceeding this threshold will be considered on a case-by-case basis and require prior written approval from the Office.
For additional guidance on requesting prior approval, please visit: https://gocpp.maryland.gov/wp-content/uploads/preauth-for-consultant-fees.pdf.

Note: Any consultant charges above the established maximum rate that are incurred prior to receiving written approval from the Office will be disallowed and not eligible for reimbursement.

15 Procurement

Subrecipients are required to follow their own written procurement policies in expending grant funds. Subrecipients that do not have an established written Procurement Policy must follow the State of Maryland Procurement Policy and Procedures, which include the consideration of Minority Business Enterprises (MBE). To view the Maryland Procurement Manual and/or the directory of certified MBEs, please visit: https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-o verview/ and/or https://marylandmdbe.mdbecert.com/.

In accordance with 2 C.F.R. §200.318, all procurement transactions must be conducted in a manner that promotes full and open competition. Additionally, under 2 C.F.R. §200.321, subrecipients must ensure that minority businesses, women's business enterprises, small businesses, and labor surplus area firms are considered in the procurement process.

Issuance of Request for Proposals, Bids, Procurement Process
When issuing requests for proposals (RFPs), bid solicitations, or other procurement requests, all subrecipients must clearly disclose that the potential purchase is being funded in whole or in part with government grant funds. Subrecipients must also notify potential contractors that funds for the project originated from a GOCPP grant and that the conditions that accompany that grant award are part of the contract.

The following language may be used as an example: "This project is funded by the Governor's Office of Crime Prevention and Policy under subaward number BARM-2025-9000."

This disclosure ensures transparency and compliance with both State and federal grant requirements.

Grantees may not use grant funds to contract with any individual or entity that has been prohibited from doing business with the State of Maryland and is consequently listed on the State's Debarment List (https://bpw.maryland.gov/pages/debarments.aspx).

Grant Award - General Conditions

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16 Property Inventory Report Form

Submission of the Property Inventory Report Form (PIRF) is required with each financial reimbursement request that includes the purchase of equipment with an acquisition cost of $10,000 or more per unit or listed under the Equipment Budget Category, as approved under this subaward. The PIRF is included in the Project Director's award packet.

For Body Armor subawards (BARM and BPVP), subrecipients must also refer to the Special Conditions specific to those awards regarding PIRF submission requirements. All other PIRF-related conditions remain unchanged.

For additional guidance on completing the PIRF, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/property-inventory-report-form/. Subrecipient shall give the Office written notice at least 30 calendar days before any proposed transfer or disposition.

17 Supplanting

Supplanting is strictly prohibited under this subaward. Supplanting occurs when grant funds are used to replace State, local, or agency funds that were previously appropriated, budgeted, or otherwise intended for the same purpose for which this grant is awarded.

All expenditures paid with funds from the Office must supplement, not supplant, the subrecipient's existing budget. Any line item supported with grant funds must represent an enhancement to current services or resources and may not replace costs that were already included in the organization's approved or anticipated budget.

For additional guidance, please refer to the supplanting section of the DOJ Financial Guide, which is accessible at: https://www.ojp.gov/funding/financialguidedoj/overview.

18 Budgeted Cost-Share (Match) Above Standard Requirements

By accepting this subaward, the subrecipient affirms its commitment to meet the budgeted cost-share/match requirement (if applicable) as stated in the Grant Award and Acceptance Form. This amount may exceed standard requirements and must be maintained throughout the award period.

The subrecipient agrees to allocate and report cost-share expenditures during each applicable reporting period. The full budgeted cost-share amount, including any voluntary overmatch submitted, must be reported regardless of adjustments to the grant-funded portion or other
financial modifications.

Any proposed changes to the cost-share requirements must be submitted as a Budget GAN through the GMS and are subject to prior written approval by the Office.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

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19 Expended Grant Funds During Award Period

All grant funds associated with this subaward, as well as any required cost-share or match funds (if applicable), must be encumbered, obligated, or expended by the end of the subaward period, including any pre-approved extensions. For reference, obligations may include requisitions, purchase orders, or executed contracts, while expenditures refer to the actual payments of invoices. Subscriptions and monthly services must be prorated for the grant period as they can not precede or extend beyond the period of performance. Upfront payment requirements do not override governing allocability rules.

The Period of Liquidation is the 30 calendar days following the subaward end date, during which subrecipients may liquidate (i.e., pay) any properly obligated funds. No new obligations may be incurred during this period.

Failure to expend or liquidate encumbered funds within this timeframe may result in denied reimbursement and/or the de-obligation of unspent funds. In such cases, any remaining obligations will become the sole responsibility of the subrecipient.

Grant Award - General Conditions

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20 Modifications to Subaward and Grant Adjustment Notice (GAN)

GANs are used to request approval for modifications such as budget revisions, project period extensions, scope adjustments, or other administrative changes to the grant. For Frequently Asked Questions (FAQ) on a GAN submission, please review the quick reference sheet available on GOCPP's website.

Authorized GAN Submitters: GANs must be submitted in the GMS by one of the following individuals:
- Project Director
- Fiscal Officer
- Authorized Official
- Pre-approved Alternate Authorized Signatory

GANs submitted by unauthorized individuals will be returned without review.

Types of GANs: There are two types of GANs:
1. General GAN: is used for changes that do not affect the approved budget, such as:
    - Changes to the project scope, goals, or objectives
    - Request project extensions
    - Changes in project service sites
    - Updates to key personnel, including:
        - Project Director
        - Fiscal Officer
        - Civil Rights Contact
    - GOCPP may also submit an internal General GAN to update reporting questions or award conditions (including Special Conditions). Subrecipients will be notified by email when these updates occur.

2. Budget GAN: is required to request any modifications to the approved budget, including:
    - Moving funds between budget line items and categories
    - Adding new line items
    - Adjusting salary or fringe benefit amounts
    - Modifying match or cost-share amounts

Timing of Submission: Subrecipients must act as soon as possible to submit a GAN to avoid after-the-fact modification requests, which will be reviewed on a case-by-case basis for extenuating circumstances only, as determined by Grant staff.

GOCPP requires all final GANs to be submitted at least 30 days before the end of the award period. For example, if the project end date is June 30, the GAN must be submitted by May 30. Requests submitted after this deadline may be reviewed case-by-case but require prior approval from GOCPP.

Note: All GAN documentation submitted to the Office is subject to the Maryland Public Information Act (PIA).

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
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Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
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21 Authorized Official/Alternate Authorized Official

The Authorized Official must have the legal authority to enter into binding agreements on behalf of the entity and to accept the terms and conditions of the subaward. For purposes of grant administration, the Authorized Official listed on the submitted application should be one of the following:
• County Executive
• Duly Authorized Official of the local unit of government
• Mayor
• Commissioner
• Town Administrator (if confirmed)
• President (if confirmed)
• Head of the agency receiving the subaward (if agencies are permitted to apply directly)

Change in Authorized Official: If there is a change in the Authorized Official, the entity must submit a signed letter on official letterhead to the Office via email at support@goccp.freshdesk.com. The letter must include:

1. Authorized Official's Contact Information: Full name, title, organization, mailing address, phone number, and email address.
2. Statement of Authority: A declaration that the individual is authorized to serve in this role, including their title and the effective date they assumed the position.
3. Signature: The letter must be signed and dated by the new Authorized Official.

Alternate Authorized Signatory: The Alternate Authorized Signatory is not the same as the Authorized Official. This individual is permitted to sign grant documents on behalf of the Authorized Official in certain situations. Eligible individuals may include:
• Authorized Point of Contact (head of a sub-unit, agency, department, or bureau)
• Project Director
• Fiscal Officer

To designate an Alternate Authorized Signatory, the Authorized Official must submit a signed letter (on official letterhead) to support@goccp.freshdesk.com with the following:
1. Contact Information: Full contact details of the Alternate Signatory.
2. Statement of Authorization: A clear statement granting the individual authority to act on behalf of the Authorized Official, including the purpose of the designation (e.g., to sign all award documents, in case of illness, leave, or personnel changes).
3. Signature of the Authorized Official: Signed and dated, acknowledging the designation.

Note: If the Alternate Authorized Signatory is to act on a permanent basis (e.g., sign all award documents at all times), please include supporting documentation, such as a copy of an Executive Order or meeting minutes reflecting the approval of the governing body.

Updating or Removing an Alternate Signatory: To update or remove an Alternate Authorized Signatory, follow the same procedure outlined above. Submit a formal letter stating the changes and rationale (e.g., personnel departure, role change, or updated permissions).

Governor's Office of Crime Prevention and Policy

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Grant Award - General Conditions

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22 Issuance of Statements, Press Releases, or Other Documents

The Subrecipient shall acknowledge the funding support of the GOCPP and if applicable the Federal Agency Name in all public-facing materials, including but not limited to press releases, websites, social media, reports, and presentations. All such materials must include the disclaimer: 'This project is supported by the Governor's Office of Crime Prevention and Policy under [Grant/Award Number]. The opinions, findings, and conclusions or recommendations expressed are those of the author(s) and do not necessarily reflect the views of the State or Federal agency."

The Subrecipient shall notify the GOCPP Communications Office by emailing dlinfo_goccp@maryland.gov and including a clear subject line formatted as "Media Approval: [Subrecipient Name] – [Grant Program] #[Award Number]" (e.g., "Media Approval: Helping Hands Inc – VOCA #12345"), and copy the assigned grant staff, at least [10] business days prior to the release of any formal press release or high-profile media engagement. GOCPP reserves the right to review such materials for factual accuracy regarding the grant program and may require the removal of any inaccurate references or unauthorized branding. Failure to adhere to these requirements may be considered a material breach of this agreement.

23 Reproduction and Sharing of Subaward and Project Materials

The Office reserves the right to reproduce, distribute, and share, with appropriate attribution, any and all materials, documents, or deliverables developed as a result of this subaward and its associated project activities.

24 Privacy and Confidentiality of Client Records

The subrecipient must comply with all applicable federal regulations, including 2 C.F.R. 200.303(e), and State laws concerning the privacy and confidentiality of client records, including any statistical information collected for research or programmatic purposes.

In accordance with 2 C.F.R. 200.303(e), the subrecipient is required to take reasonable measures, including cybersecurity controls and internal safeguards, to protect and secure all sensitive data, including personally identifiable information (PII), and any other information deemed confidential under applicable laws and policies.

Failure to implement adequate safeguards may result in corrective action, loss of funding, or other enforcement measures.

25 Use of Required Forms

All post-award required forms must be generated and submitted electronically through the GMS. Reports and related documents submitted via the GMS will be accepted, reviewed, and considered by the Office. Paper or emailed submissions will not be processed.

Grant Award - General Conditions

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Project Title:	Crime Reduction and Technology Initiative		

26 Online Submission of Quarterly Report Forms In Line With Project Scope

The Subrecipient shall implement the project in accordance with the approved program narrative and budget set forth in the Subaward.

Quarterly Reporting Requirements
All quarterly reports must be submitted electronically through the Grant Management System (GMS) by authorized users only. Authorized users include the Project Director, Fiscal Officer, Authorized Official, and any approved Alternate Authorized Signatory. The Subrecipient must remain current with all programmatic and financial reporting requirements. The Office reserves the right to withhold or delay reimbursement if required reports are not submitted and approved.

Programmatic Reporting
The Subrecipient shall submit Performance Measure Reports and Progress Reports through the GMS on a quarterly basis. If applicable, federal reporting requirements, including the Performance Measurement Tool (PMT), must also be completed. Programmatic reports are due no later than twenty (20) calendar days following the end of each reporting quarter and must be submitted concurrently with the corresponding quarterly financial report.

Financial Reporting
The Subrecipient shall submit a Quarterly Financial Report electronically through the GMS no later than twenty (20) calendar days following the end of each reporting quarter, concurrent with the required programmatic reports.

The following documents must be submitted and approved prior to the processing of reimbursement requests:
• GMS Performance Measure Report
• GMS Progress Report

Financial reports that are incomplete, missing required documentation, or submitted after the reporting deadline may be returned and may result in delayed reimbursement.

Quarterly Reporting Periods and Due Dates
The following reporting periods and deadlines apply regardless of the Subaward start date:

• July 1 – September 30: Reports due October 20
• October 1 – December 31: Reports due January 20
• January 1 – March 31: Reports due April 20
• April 1 – June 30: Reports due July 20

Both programmatic and financial reports must be submitted by the deadlines listed above.

Exceptions: There are two exceptions to the standard financial reporting timeline:
1.A non-standard award end date (a date other than June 30 or September 30) that does not align with calendar quarters must submit final financial reports no later than twenty (20) calendar days following the subaward end date.
2.Nonprofit organizations approved for monthly reimbursement must submit financial reports later than twenty (20) calendar days after the month ends.

Final Financial Reporting Tip: For subawards ending June 30, the Office respectfully requests that all final programmatic and financial reports be submitted as early as possible after June 30. Timely submission will help ensure that all payments are processed before the close of the State’s fiscal year.

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Project Title:	Crime Reduction and Technology Initiative		

27 Submission of Revised Financial Report

As stated above, Financial Reports must be submitted electronically in the GMS no later than 20 calendar days after the end of each reporting period. If the report submitted within the 20-day deadline is “Not Final,” the subrecipient must email the assigned Fiscal Specialist and copy the grant staff at the time of submission to notify the Office that the report is preliminary.

A “Final/Revised” Financial Report must then be submitted within 60 calendar days after the end of the reporting period. This report must be:
• Clearly marked “Final/Revised” across the top,
• Based on a corrected copy of the originally submitted financial report,
• Reflective of actual expenditures (not variances),
• Signed and dated by an authorized agency representative, and
• Uploaded into the GMS and emailed to the same Fiscal Specialist and grant staff.

For additional information on submitting revised financial reports, please visit: https://gocpp.maryland.gov/grants/tips-and-guidance/financial-reporting-tips/.

Note: Revisions are a manual process and will not be accepted without all the required elements listed above. At the conclusion of the subaward period, the Office reserves the right to initiate an administrative closeout and de-obligate the remaining funds for any subaward that fails to meet these reporting requirements.

28 Failure to Submit Reports Within Allotted Time Frames

Failure to submit any required report within the specified timeframes outlined above, or within an approved extension, may result in delayed or denied reimbursement, de-obligation of grant funds, and/or termination of the award. If a report is submitted late, any associated expenditures or obligations may become the sole responsibility of the subrecipient and may not be reimbursed by the Office.

29 Holding Funds

The release of funds will be withheld until the subrecipient is current with all required report submissions, has provided all necessary documentation, and has resolved any outstanding issues.

30 Monitoring Expenditures

To verify the appropriateness of all grant-related expenditures, the Office will monitor the use of grant funds as reported by subrecipients. Supporting documentation must be maintained
on-site, be readily accessible upon request, and correspond with required monthly and/or quarterly reporting. Subrecipients are responsible for maintaining records in a manner that demonstrates compliance with the terms of this subaward, including the spending plan, and all applicable regulations.

The Office, the funding source agencies, the Office of Legislative Audits, or any other authorized State or federal representatives must be granted access to all documents, records, and other materials relevant to the award for the purpose of conducting audits, reviews, examinations, or producing transcripts.

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31 Records Retention

Subrecipients must retain all financial records, supporting documentation, statistical data, and any other records relevant to this award for a minimum of four (4) years from the date of submission of the final programmatic and financial reports. This retention period ensures availability for examination, audit, and verification purposes by the Office, funding agencies, auditors, or other authorized entities, in accordance with 2 C.F.R. §200.334 through §200.338 and Maryland's State Archives standards.

Records may be retained in electronic format, provided they remain accessible, legible, and secure for the full retention period.

32 Termination of Subaward

GOCPP may terminate this subaward, in whole or in part, if it determines that termination is in the best interest of the State or if the subrecipient fails to comply with the terms and conditions of the subaward. GOCPP will generally provide the subrecipient with thirty (30) days written notice prior to termination unless circumstances require immediate action.

If termination occurs, GOCPP will provide written notice specifying the reason for termination and the effective date. The subrecipient must cease all grant-funded activities upon the effective date of termination unless otherwise directed.

GOCPP will reimburse the subrecipient for reasonable and allowable costs incurred through the effective date of termination, in accordance with the subaward and applicable federal and state requirements.

Upon termination, the subrecipient remains responsible for complying with all applicable federal and state closeout requirements including submission of final financial and programmatic reports and completion of required closeout activities.

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Project Title:	Crime Reduction and Technology Initiative		

33 Civil Rights Discrimination

The subrecipient affirms that it will not discriminate against any employee, applicant for employment, client, or service recipient on the basis of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or cognitive disability, or limited English proficiency. This prohibition applies to all employment practices and service delivery to ensure equal opportunity and access.

The subrecipient agrees to include a comparable non-discrimination provision in all subcontracts, except those solely for standard commercial supplies or raw materials.

The subrecipient must prominently display a non-discrimination poster in a public area that affirms the organization's commitment to equal opportunity and provides information on how to file a complaint. Complaints may be submitted to any of the following agencies:
• Maryland Commission on Civil Rights: https://mccr.maryland.gov/Pages/default.aspx
• U.S. Department of Justice, Office for Civil Rights (OJP): https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint
• U.S. Equal Employment Opportunity Commission (EEOC): https://www.eeoc.gov/
• Governor's Office of Crime Prevention and Policy (GOCPP): https://gocpp.maryland.gov/grants/civil-rights-compliance/

The subrecipient and any contractors or subrecipients must comply with all applicable federal and State civil rights laws and regulations, including but not limited to:
• Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
• Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10228(c), 10221(a)
• Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
• Title IX of the Education Amendments of 1972, 20 U.S.C. § 1681
• Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132
• Age Discrimination Act of 1975, 42 U.S.C. § 6102
• Juvenile Justice and Delinquency Prevention Act of 1974, 34 U.S.C. § 11182(b)
• Victims of Crime Act of 1984, 34 U.S.C. § 20110(e)
• Violence Against Women Act of 1994, 34 U.S.C. § 12291(b)(13)
• Partnerships with Faith-Based and Other Neighborhood Organizations, 28 C.F.R. Part 38

Faith-Based Organizations
Faith-based organizations applying for grant funding do not have to relinquish or modify their religious identity (e.g., remove religious symbols) to be considered eligible applicants.
However, grant funding may not be used to fund any inherently religious activity, such as prayer or worship. Organizations may continue to engage in inherently religious activities; however, such activities may not coincide with activities funded by the grant—i.e., such religious activities must be separate (in time and place) from the grant funded activity. Further, any participation in religious activities by individuals receiving services provided under the grant must be voluntary. For more information on civil rights regulations and standard assurances, please visit: https://www.ojp.gov/sites/g/files/xyckuh241/files/media/document/standardassurances.pdf.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

34 Proof of Applicable Audit Regulations - On Site

All subrecipients must maintain appropriate documentation to demonstrate compliance with applicable audit regulations and must provide such documentation to the Office upon request.

• Local and State Government Entities must maintain proof of completion of an annual audit and confirmation that the audit was submitted to the Maryland State Legislature in September of the year in which the subaward was issued.
• Nonprofit Organizations must comply with audit requirements as outlined by the Maryland Secretary of State's Charitable Organizations Division. Detailed guidance is available at: https://sos.maryland.gov/Charity/Pages/Instructions.aspx.

Failure to provide the required documentation upon request may result in the forfeiture of grant funds.

35 Single Audit Requirement

If the subrecipient expends $1,000,000 or more in federal funds during a fiscal year, a Single Audit is required in accordance with 2 C.F.R. § 200.514. The subrecipient must provide a copy of the Single Audit Report along with audited financial statements. This enables the Office to issue a management decision letter addressing any audit findings related to the federal award provided through the pass-through entity, as required by 2 C.F.R. § 200.521. Additionally, subrecipients must submit the required Certification of Applicable Financial Reporting Requirements, which is accessible at: https://gocpp.maryland.gov/wp-content/uploads/certification-of-applicable-financial-reporting-re quirements-form.pdf.

36 Fraud, Waste and Abuse/ Whistleblower Protections

The subrecipient's misrepresentation or provision of false information may result in restitution and/or prosecution to the full extent of the law. The subrecipient must disclose in writing to GOCPP all real or perceived conflicts of interest relating to grant award transactions at the time the subrecipient submits the grant application. If a conflict of interest arises during the award period or the liquidation period—whichever occurs first—the subrecipient must disclose it in writing to GOCPP immediately. The Office will report any suspected illegal transactions to the appropriate authorities.

The subrecipient must promptly report any credible evidence of fraud, waste, abuse, or other misconduct related to the use of grant funds to the grant staff of the applicable funding source or by emailing: gocppgrants.admin@maryland.gov. For additional reporting options, please refer to the Maryland Office of Legislative Audits Fraud Hotline at: FRAUD-11(877-372-8311) https://ola.maryland.gov/fraud/ola-fraud-hotline

Whistleblower Protections: Employees of the applicant must not be discharged, demoted, or otherwise retaliated against for disclosing information they reasonably believe evidences gross mismanagement of a federal contract or grant, gross waste of federal funds, abuse of authority relating to a federal contract or grant, substantial and specific danger to public health or safety, or violations of laws, rules, or regulations related to a federal contract or grant (including contract competition or negotiation). The applicant is required to inform its employees in writing of their whistleblower rights and protections under 2 C.F.R. 200.217.

37 Food and Conference Costs

The Office will not approve any food and/or beverage costs associated with meetings, training, conferences, or other events using federal funds. All conference-related expenses will be carefully reviewed for compliance with federal requirements, including 2 C.F.R. § 200.432 (Conferences). This restriction does not affect the direct payment of per diem amounts to individuals in travel status, as authorized under the organization's travel policy.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

38 Debarment and Suspension Requirements

Throughout the entire duration of this grant, the subrecipient and any grant-funded vendors must maintain an active registration in the federal System for Award Management (SAM) at SAM.gov, including a valid Unique Entity Identifier (UEI) associated with that registration. If the SAM.gov registration or UEI expires at any point during the grant period, the subrecipient will be unable to draw down grant funds until the registration and UEI are renewed and reactivated. The subaward will remain in an “Award Not In Compliance” status until the UEI expiration is resolved and revalidated annually.

The UEI serves as a universal identifier for entities receiving federal funds, enabling verification of the entity’s good standing and facilitating the tracking of federal funds awarded. More information about SAM.gov registration and procedures is available at www.SAM.gov.

GOCPP verifies organizational eligibility before awarding and periodically throughout the grant term using the federal System for Award Management (SAM.gov) and applicable State of Maryland suspension and debarment records, in accordance with 2 CFR 200.214 and COMAR 21.08.04.04. In addition, subrecipients must ensure that any contractors, vendors, or subcontractors paid with grant funds are not suspended or debarred under federal or State of Maryland programs before fully executing a contract.

39 Computer Equipment/Program/Network Procurement

No award funds may be used to establish or maintain a computer network unless the network restricts access to, viewing, downloading, and exchanging of pornography. However, this restriction does not apply to any federal, State, tribal, local law enforcement agency, or any other entity engaged in criminal investigations, prosecution, or adjudication activities, for which such use of funds is permitted.

40 No Distracted Driving While Performing Program Duties

Subrecipients must adopt and enforce policies prohibiting employees from text messaging while driving any vehicle during the course of work funded by this grant. Additionally, subrecipients are required to establish workplace safety policies and conduct education, awareness, and outreach initiatives aimed at reducing crashes caused by distracted driving.

41 Services to those with Limited English Proficiency

Subrecipients are required to provide meaningful access to services for individuals with Limited English Proficiency (LEP) in compliance with federal and State regulations. For federal guidance, please refer to the U.S. Department of Justice’s LEP Guidance Document, which is available at: https://www.ecfr.gov/current/title-29/subtitle-A/part-38/subpart-A/section-38.9.

Additionally, subrecipients must comply with Maryland’s State Government Article, Subtitle 11 — Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101 through 10-1105.

42 Drug-Free Workplace Requirements

Subrecipients must comply with all applicable State and federal requirements regarding drug-free workplaces. To view Maryland’s Substance Abuse Policy, please visit: https://dbm.maryland.gov/employees/Documents/Policies/Substance%20Abuse%20Policy%20 2023.pdf

Federal drug-free workplace requirements for grants are codified at 28 C.F.R. Part 83.

Governor's Office of Crime Prevention and Policy

GOCCP Regional Monitor: Jang, Sun
GOCCP Fiscal Specialist: Thomas, Courtney

Grant Award - General Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

43 Office Name Change (Effective 1.18.2024)

Any reference to the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS or GOCCP) should be understood to refer to the Governor's Office of Crime Prevention and Policy (GOCPP or the Office), per Executive Order 01.01.2024.05. References to the agency under its previous names (GOCPYVS or GOCCP) remain valid and do not affect the validity of any past, current, or future agreements, documents, or communications issued under those names. For questions regarding this notice, please contact the Governor’s Office of Crime Prevention and Policy at GOCPPgrants.Admin@maryland.gov.

Governor's Office of Crime Prevention and Policy

Regional Monitor: Jang, Sun
Fiscal Specialist: Thomas, Courtney

Grant Award - Special Conditions

Grant Award Number:	BJAG-2024-0041	**Sub-Recipient:**	Hagerstown Police Department
Award Period:	10/01/2026 - 09/30/2027	**Implementing Agency:**	Hagerstown Police Department
Project Title:	Crime Reduction and Technology Initiative		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPP website (http://www.goccp.maryland.gov/grants/general-conditions.php). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPP website (http://goccp.maryland.gov/grants/tips-and-guidance/) to address frequently asked questions.

2 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

3 SAM.gov and Unique Entity ID (UEI) Requirements

Throughout the entire period of this grant, the subrecipient must maintain a current registration at the federal System for Award Management website, SAM.gov, and the valid Unique Entity ID (UEI) that is associated with the SAM.gov registration. If the SAM.gov registration expires during the life of the grant, the subrecipient will not be able to draw down grant funds until the SAM.gov registration and the UEI have been reactivated.

A UEI is a universal identifier of entities that receive federal funds. The UEI facilitates the verification of an entity's good standing and the tracking of federal funds received by the entity. Information about the SAM.gov and its registration procedures can be found at www.SAM.gov.

4 In addition to GOCPP quarterly reports (financial and programmatic), the sub-recipient must report specific information, as mandated by the Federal Funding Accountability and Transparency Act (FFATA), directly to the Bureau of Justice Assistance (BJA) via their performance measurement tool (PMT).

The Bureau of Justice Assistance's reporting requirements MUST be completed NO LATER than FIFTEEN CALENDAR DAYS after the end of each quarter (via www.bjaperformancetools.org).

Login procedures are either provided with your award packet or will be made available via email. The BJA PMT helpline number is: 1-888-252-6867.

Failure to comply may result in the de-obligation of funds and/or risk future funding.

5 The sub-grantee agrees to comply with all relevant statutory and regulatory requirements which may include, among other relevant authorities, the Death in Custody Reporting Act of 2013, Public Law No. 113-242 (12/18/2014). The Act requires states that receive allocations under specified provisions of the Omnibus Crime Control and Safe Streets Act of 1968 to report certain information regarding the death of any person in law enforcement custody. This may include individuals who are detained, arrested, en route to incarceration, or incarcerated in a state or local facility or boot camp prison.
As the State Administering Agency (SAA), the Governor's Office of Crime Prevention and Policy (GOCPP) is required to collect and report all qualifying deaths on a quarterly basis to the Bureau of Justice Assistance (BJA). All law enforcement agencies as well as correctional/juvenile detention facilities across the State will be required to report directly to the Maryland Statistical Analysis Center (MSAC) quarterly on any qualifying deaths in their jurisdiction. Required data on all qualifying deaths (or written notification that no qualifying deaths occurred in that quarter, if that is the case) should be sent to MSAC within 15 days after the end of a quarter. The MSAC will be sending out additional information and reporting guidelines directly to facilities/agencies.

If you have any questions about this reporting requirement or need additional information, please contact GOCPP/MSAC via email at dlmsac.gocpyvs@maryland.gov.

6 According to Public Safety Article § 3-514, Annotated Code of Maryland, if a law enforcement agency has not submitted the required aggregate data of police officers' use of force to the Maryland Police and Correctional Training Commissions (MPCTC) by July 1 for the previous calendar year, the Governor's Office of Crime Prevention and Policy (GOCPP) may not make any grant funds available to that law enforcement agency.

7 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 20 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 20 calendar days from the End Date of this sub-award.

If the initial 20 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPP reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

8 GOCPP support must be noted in any press releases, brochures, printed materials, and/or RFPs related to this subaward.

"The Governor's Office of Crime Prevention and Policy (GOCPP) funded this project under subaward number CACS-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

9 The recipient understands and agrees that the GOCPP may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by GOCPP, or other outstanding issues that arise in connection with audits and Single Audit Management Decisions.

10 If the recipient is designated "high-risk" by any grant-making agency (state and federal) outside of GOCPP, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to GOCPP by emailing goccpgrants.admin@maryland.gov. For purpose of this disclosure, high risk includes any status under which an awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at the awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the awarding agency.

11 This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The GOCPP(Office) retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (https://gocpp.maryland.gov/wp-content/uploads/general-conditions.pdf) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

12 If the recipient currently has other active awards (federal or state), or if the recipient receives any other award during the period of performance for this award, the recipient promptly must determine whether funds from any of those other awards have been, are being, or are to be used(in whole or in part) for one or more of the identifical cost items for which funds are provided under this awards. If so, the recipient must promptly notify GOCPP in writing of the potential duplication, and, if so requested by the awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Notification (GAN) to eliminate any inappropriate duplication of funding.

13 As a condition of receiving grant funds, the grantee certifies that it has appropriate criminal background screening procedures in place. See Section 5-560 through 5-568 of the Family Law Article of the Annotated Code of Maryland. Also, see the Determination of Suitability to Interact with Minors Form (https://goccp.maryland.gov/determination-of-suitability-form) available in the Notice of Funding Availability (NOFA).

14 Post-award, finalized contracts must be uploaded into the GMS, and before any reimbursement for the related expense is requested. See Contractual Services guidance available in GOCPP's GMS Application Instructions. https://goccp.maryland.gov/wp-content/uploads/gms-application-instructions.pdf

15 Meaningful access requirement for individuals with limited English proficiency

The recipient, and any subrecipient at any tier, must take reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to their programs and activities to comply with Title VI of the Civil Rights Act of 1964 (Title VI), which prohibits discrimination on the basis of national origin, including discrimination against individuals with LEP. Such steps may require providing language assistance services, such as interpretation or translation services. The Department of Justice guidance on compliance with this requirement may be found at "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" (67 Fed. Reg. 41455-41472) (https://www.federalregister.gov/d/02-15207) and is incorporated by reference here.

16 Compliance with general appropriations-law restrictions on the use of federal funds (FY 2024)
The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at https://ojp.gov/funding/Explore/FY24AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

17 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38.

Among other things, 28 C.F.R. Part 38 states that recipients may not use direct Federal financial assistance from the Department to support or engage in any explicitly religious activities except when consistent with the Establishment Clause of the First Amendment and any other applicable requirements. An organization receiving Federal financial assistance also may not, in providing services funded by the Department of Justice, or in their outreach activities related to such services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice.

Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations. In addition, Part 38 states that a faith-based organization that participates a Department of Justice funded program retains its independence from the Government and may continue to carry out its mission consistent with religious freedom and conscience protections in Federal law.

Recipients and subrecipients that provide social services under this award must give written notice to beneficiaries and prospective beneficiaries prior to the provision of services (if practicable) which shall include language substantially similar to the language in 28 CFR Part 38, Appendix C, sections (1) through (4). A sample written notice may be found at https://www.ojp.gov/program/civil-rights-office/partnerships-faith-based-and-other-neighborhood-organizations.

In certain instances, a faith-based or religious organization may be able to take religion into account when making hiring decisions, provided it satisfies certain requirements. For more information, please see https://www.ojp.gov/funding/explore/legaloverview2024/civilrightsrequirements.

18 Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this award from OJP.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.334.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

19 Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at https://oig.justice.gov/hotline/contact-grants.htm (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://oig.justice.gov/hotline.

20 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

Among other items, 28 C.F.R. § 42.106(d), 28 C.F.R. § 42.405(c), and 28 C.F.R. § 42.505(f) contain notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

21 Determination of suitability to interact with participating minors

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at https://ojp.gov/funding/Explore/Interact-Minors.htm (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22 Employment eligibility verification for hiring under the award

1.The recipient (and any subrecipient at any tier) must--

A.Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B.Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1)this award requirement for verification of employment eligibility, and

(2)the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C.Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D.As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2.Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3.Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4.Rules of construction

A.Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B.Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C."United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D.Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E.Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (https://www.e-verify.gov/) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

23 Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1.In accepting this award, the recipient--

a.represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b.certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2.If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a.it represents that--

(1)it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2)it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b.it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

24 OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://www.ojp.gov/funding/implement/training-guiding-principles-grantees-and-subgrantees.

25 Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $250,000)), and are incorporated by reference here.

26 Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

27 Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

28 Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

29 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards

Consistent with Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety,” OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient (“subgrantee”) at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the “controlled equipment” list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment (Award condition: Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards), and are incorporated by reference here.

30 Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

31 All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

32 Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

Among other items, 28 C.F.R. § 54.140 contains notice requirements that covered recipients must follow regarding the dissemination of information regarding federal nondiscrimination requirements.

33 Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28
C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

34 Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

35 The recipient agrees that no funds under this grant award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

36 Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

37 Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

38 Required monitoring of subawards

The recipient must monitor any subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

39 Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

a.New construction;

b.Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;

c.A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;

d.Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and

e.Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at https://bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

40 Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de- escalation of conflict, and constructive engagement with the public.

41 If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

42 Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS- relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

Governor's Office of Crime Prevention and Policy

Regional Monitor: Jang, Sun
Fiscal Specialist: Thomas, Courtney

Budget Notice

Grant Award Number: BJAG-2024-0041
Sub-recipient: Hagerstown Police Department
Project Title: Crime Reduction and Technology Initiative
Implementing Agency: Hagerstown Police Department
Award Period: **10/01/2026 - 09/30/2027**

CFDA: 16.738
Federal Grant #:

Funding Summary			
	Grant Funds	100.0 %	**$58,600.00**
	Cash Match	0.0 %	**$0.00**
	In-Kind Match	0.0 %	**$0.00**
	Total Project Funds		**$58,600.00**

Personnel

Description of Position	Salary Type	Funding	Total Budget
OT for CSU Operations	Salary	Grant Funds	$15,000.00
		Personnel Total:	$15,000.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Dispatch Software License	Grant Funds	2	$11,000.00	$22,000.00
Truleo Software	Grant Funds	0	$0.00	$21,600.00
			Contractual Services Total:	$43,600.00

Approved: _____ **Effective Date: 10/1/2026**

Governor's Office of Crime Prevention and Policy Authorized Representative

Governor's Office of Crime Prevention and Policy

Programmatic Reporting

Control Number: 55165
Regional Monitor: Jang, Sun
Fiscal Specialist: Thomas, Courtney
Submitted Date:

Grant Award Number: BJAG-2024-0041
Sub-recipient: Hagerstown Police Department
Project Title: Crime Reduction and Technology Initiative
Implementing Agency: Hagerstown Police Department
Award Period: **10/01/2026 - 09/30/2027**

CFDA: 16.738
Federal Grant #:

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

Performance Measures (4)

1	Was there any grant activity during this reporting period? Enter "1" for Yes and "2" for No.	
4	Enter the calendar day (1-31) the Bureau of Justice Assistance (BJA) Performance Measurement Tool (PMT) was completed. Note: The reporting must be completed within 15 days after the end of the quarter directly in the BJA PMT system at https://bjapmt.ojp.gov/.	
5	Was there at least one reportable death within your agency during the reporting period? Enter "1" for Yes and "0" for No. A reportable death refers to the death of an individual who was detained, arrested, enroute to incarceration, or incarcerated in a state or local facility or boot camp prison.	
6	How many reportable deaths within your agency during this reporting period? A reportable death refers to the death of an individual who was detained, arrested, enroute to incarceration, or incarcerated in a state or local facility or boot camp prison.	

Progress Report Questions (8)

1	Project Effectiveness Overview: Provide a concise narrative assessment of the project's effectiveness during this reporting period. The following should be noted: a. Include both qualitative and quantitative evidence, if available. b. Highlight factors that have contributed to or hindered progress. c. Explain how the project's activities align with its stated goals and objectives.
4	Barriers and Corrective Actions: Describe any barriers or challenges encountered during the implementation or progress toward objectives. The following should be noted: a. What corrective actions have been taken or are planned to address these issues? b. Include a timeline for resolution, if applicable. c. Are there any current or anticipated challenges that may prevent the full expenditure of awarded funds? d. If assistance is needed, specify the type of technical assistance requested.
5	Collaboration and Partnerships: Describe the level of cooperation and collaboration with partner agencies involved in this project. Highlight any joint activities, shared resources, or outcomes resulting from these partnerships. Please note any challenges or gaps in coordination.
6	Upcoming Activities: Summarize the key activities planned for the next quarter. Include target dates and a brief description of each upcoming activity or event. Identify any anticipated risks or adjustments to previously scheduled activities.

7	Successes and Best Practices: Share any success stories, lessons learned, or best practices observed during this reporting period. Explain how these can inform future efforts or be replicated by other programs.

8	Performance Measure Tracking: Provide a detailed explanation of how your organization collects, verifies, and reports performance measure data. Identify any tools, software, or systems used. Describe any quality control or internal review processes in place to ensure data accuracy.

9	Grant Fund Expenditures: If less than 25% of the award was expended during this quarter, or if no funds were expended: a. Provide a detailed explanation for the underspending. b. Identify when funds are expected to be drawn down and for which budget categories. c. Describe any fiscal or procurement delays and your plan to address them.

10	Final Quarter Only - Project Completion and Closeout: Please provide the following information: a. Have all planned project activities been completed? If not, explain the reasons and expected completion dates. b. Provide a summary of outcomes, accomplishments, and results achieved over the life of the grant. c. Include any success stories, promising practices, or impactful results attributable to the program. d. Describe any sustainability efforts or plans for maintaining the program or services after the grant period ends.

Signed: _____ Date: _____

Project Director - Plummer, Edward *(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

Printed Name: _____ Phone: _____

BJAG-2024-0041

Governor's Office of Crime Prevention and Policy

Property Inventory Report

Control Number: 55165
Regional Monitor: Jang, Sun
Fiscal Specialist: Thomas, Courtney

Grant Award Number: BJAG-2024-0041
Implementing Agency: Hagerstown Police Department
Project Title: Crime Reduction and Technology Initiative
Award Period: 10/01/2026 - 09/30/2027

EXAMPLE	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition
	Computer	Dell - PO# 124AB0510	6E040L071123ABC	00047876	05/16/10	1	650.00	650.00	100%	N	Main Office

List Invoices Separately	Property Description	Name of Vendor Purchase Order #	Serial Number	Internal Inventory Number	Date Purchased	Quantity	Unit Price	Total	Federal Funds Percent	Condition N - New, G - Good, F - Fair, P - Poor	Location and Use/Disposition

Notes:

If there is a change in the model/version number (i.e., it is different than the stated in the Grant Award Budget), please include a justification for this change.

Additionally, if there is a change in quantity also include that reason in a justification.

Please use the same property description as indicated in the Grant Award Budget.

I certify that the above listed property is currently, and will continue to be, used for project and/or other related purposes.

Signed: _____ **Date:** _____

*Project Director - **Plummer, Edward*** *(Project Director is Preferred, FIscal Contact or Authorized Official if Project Director is unavailable)*

Printed Name: _____ **Phone:** _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Fairgrounds Grandstand Improvements, Parks City-wide Upgrades – Garland/DBS (Cleveland, OH) $ 94,376.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Fairgrounds_Grandstand_Improvements.pdf	Improvements at Fairgrounds Grandstand

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Fairgrounds Grandstand Improvements, Parks Citywide Upgrades

Account No: 4545000-5594 CIP Control No. C0624, C0665

Budget Amount: $180,000 Account Balance: $154,206 Unbudgeted Amount: $0

Fiscal Year: 26/27 Source of Funds: Transfers to CIP-General Fund, CIP Fund Balance

Quantity	Description	Value
1	Roof Repair of TPO Roof over Parks & Recreation Office (C0624)	$ 5,559.00
1	Roof Replacement Shingle Roof Funkhouser Park Residence (C0665)	$ 31,974.00
1	Roof Restoration City Park Maintenance Shop (C0665)	$ 54,702.00
1	Discount for single contractor completing all projects	-$ 2,353.00
	NOTE: Staff request approval of an additional 5% contingency amount	
	for any unforseen issues encountered during the project.	$ 4,494.00
	TOTAL VALUE OF PROJECT	$ $ 94,376.00

ABOVE TO BE USED FOR: Repair, replacement, and restoration of multiple roofs throughout the Parks.

RECOMMENDED VENDOR: Business Name: Garland/DBS

Business Address: 3800 East 91st Street

City/State/Zip: Cleveland, OH 44105

Bid/Proposal/Quote No.: 25-MD-261055 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Old Line Contractors	Marriottsville, MD	$89,882
Apex Construction	Ocean City, MD	$106,168
JBK Contracting	Gambrills, MD	$152,148

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Old Line Contractors will be completing the work under the direction of Garland/DBS ("Garland"). Garland provides the specifications, project management, and competitive bids from independent contractors. The City's contract is with Garland/DBS and not directly with the roof installer. Garland provides their services through a government recognized purchasing cooperative known as Omnia. Staff recommends proceeding with this project.

EBD 10/8/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

10/11/24
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle A Hepburn 10/15/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

ROOFING MATERIAL AND SERVICES PROPOSAL

Hagerstown Parks and Recreation
Multiple Locations
351 N Cleveland Ave
Hagerstown, MD 21740

Date Submitted: 10/09/2026
Proposal #: 25-MD-261055
MICPA # PW1925

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

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities).

Scope of Work: Parks and Rec TPO Repair (A), Funkhouser Shingle Roof Replacement (B), City Park Shop Roof Restoration ©

Parks and Rec TPO Repair (A)

1. Remove 15 feet of wall flashing as identified in the pre-bid walk through
    a. To be replaced in kind and all seams heat welded
2. Further investigate/repair existing penetrations/leaks throughout field of the roof
    a. Scuffs that need to be patched are marked with red X
3. Re-seal any UV degraded sealant with appropriate material at surface mounted counter flashings
4. Clear any vegetative growth off the roof surface
5. Remove all trash and roof related debris

Funkhouser Shingle Roof Replacement (B)

1. Remove the existing shingle roof system down to the roof deck discarding all roofing related debris
    a. Inspect decking to ensure no damage or degradation is present within the existing deck
2. Deck replacement must be approved prior to being performed, based upon unit cost provided.
3. Install R-Mer Seal high temp underlayment directly over plywood decking
4. Install 30-year shingle roof system according to manufacturer installation requirements and design criteria.
5. Replace existing gutters/downspouts

6. Upon project close out, remove all roofing related material and debris, and discard of accordingly
    a. Any damages to the site that was not previously determined and discussed, will be the responsibility of the awarded contractor
7. Manufacturer's 30-year warranty will be provided upon completion.

City Park Shop Roof Restoration (C)

1. Prior to application, complete the following tests to ensure the roof system is in adequate condition to restore:
    a. Infrared scan
    b. Adhesion test
2. Repair all damaged membrane areas and remove all wet insulation determined in thermal scan.
3. Power wash the entire surface, including flashings with TSP or Simple Green.
    a. Brushing will be required to remove all mildew and debris.
4. Install 8-foot cricket at the metal roof to rubber roof transition to kick ponding water to perimeter gutters
5. Partially reinforce seams with unibond tape, then install base coat 3.0 gal/sq.
    a. All penetrations to be taped with unibond tape and coated
6. Allow to cure, and remove all roofing related trash and debris as part of project close out

Parks and Rec TPO Repair (A):

Proposal Price Based Upon Market Experience:	**$**	**5,559**

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

Old Line Contractors	**$**	**5,559**
Apex Construction	**$**	**7,735**
JBK Contracting	**$**	**10,062**

Funkhouser Shingle Roof Replacement (B):

Proposal Price Based Upon Market Experience:	**$**	**31,974**

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

Old Line Contractors	**$**	**31,974**
Apex Construction	**$**	**40,649**
JBK Contracting	**$**	**44,780**

Old Line Contractors - Unforeseen Site Conditions:

Plywood Decking Replacement	$	3.00	per Sq. Ft.

City Park Shop Roof Restoration (C):

Proposal Price Based Upon Market Experience:	**$**	**54,702**

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

Old Line Contractors	**$**	**54,702**
Apex Construction	**$**	**60,690**

JBK Contracting	**$**	**101,614**

All Options Combined:

Proposal Price Based Upon Market Experience:	**$**	**89,882**

Garland/DBS Price Based Upon Local Market Competition (Combined):

Old Line Contractors	**$**	**89,882**
Apex Construction	**$**	**106,168**
JBK Contracting	**$**	**152,148**

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

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held until November 1st. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is included to which it obtains to the scope of work.
4. Interior Temporary protection is excluded.
5. Prevailing Wages are excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

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

Respectfully Submitted,

Matt Egan

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

Capital Improvement Plan

City of Hagerstown, Maryland



Project #	45-C0624
Project Name	Fairground Grandstand Improvements

Contact	Deike	**Department**	Parks
Type	Improvement	**Category**	Buildings and Structures
Status	Active	**Useful Life**	25 years
Location:	Fairground Park	**Year Submitted:**	2004

Description

FY27: Repair of flat roof over Parks and Rec Office ($10,000)
FY27: Paint Exterior Main Grandstand ($70,000)
FY27: Miscellaneous Repairs ($10,000)

FY28: Miscellaneous Repairs ($10,000)
FY28: Main Grandstand Roof - Not including the cost of Asbestos Tile Removal (Budget for FY28 reflects full replacement)
- Restore ($600,000)
- Retrofit ($925,000)
- Replace ($1,200,000)

FY29 - FY31: Miscellaneous Repairs ($10,000/year)

Justification

Rehabs deteriorating facilities, adds to community, and allows the park to be used all four seasons of the year.

The Comprehensive Plan recommends continued alignment with livable and sustainable design principles that support improved park amenities and ancillary facilities.

Expenditures	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Construction/Maintenance	90,000	1,210,000	10,000	10,000	10,000	**1,330,000**
Total	**90,000**	**1,210,000**	**10,000**	**10,000**	**10,000**	**1,330,000**

Funding Sources	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Transfers to CIP-General Fund	90,000	1,210,000	10,000	10,000	10,000	**1,330,000**
Total	**90,000**	**1,210,000**	**10,000**	**10,000**	**10,000**	**1,330,000**

Produced Using Plan-It CIP Software

Capital Improvement Plan

City of Hagerstown, Maryland



Project #	45-C0665
Project Name	Parks Citywide Upgrades

Contact	Deike	**Department**	Parks
Type	Improvement	**Category**	Infrastructure-Parks
Status	Active	**Useful Life**	30 years
Location:	Various Parks	**Year Submitted:**	2020

Description

Upgrades and improvements in various parks:

FY27: Funkhouser Park residential house roof replacement ($40,000).
FY27: City Park shop roof replacement ($30,000).
FY27: Miscellaneous upgrades and improvements in various parks ($20,000).

FY28: Hager Park residential house roof replacement ($40,000).
FY28: Replace Playground Equipment ($150,000 - 90% POS, 10% City match GF)
FY28: Replace roof 3rd base line storage building roof at Funkhouser Park ($15,000).
FY28: Miscellaneous upgrades and improvements in various parks ($20,000).

FY29 - FY31: Miscellaneous upgrades and improvements in various parks ($30,000/yr).

Justification

Keeps rain and snow from entering facilities allowing for longer lasting structures.

The Comprehensive Plan encourages the reuse or redevelopment of structures that may be viable for adaptive reuse while not compromising the health and safety of future habitation. This also assures continued alignment with livable and sustainable design principles that support improved park amenities and ancillary facilities.

Expenditures	**FY 27**	**FY 28**	**FY 29**	**FY 30**	**FY 31**	**Total**
Construction/Maintenance	90,000	225,000	30,000	30,000	30,000	**405,000**
Total	**90,000**	**225,000**	**30,000**	**30,000**	**30,000**	**405,000**

Funding Sources	**FY 27**	**FY 28**	**FY 29**	**FY 30**	**FY 31**	**Total**
Transfers to CIP-General Fund	65,000	90,000	30,000	30,000	30,000	**245,000**
Grants-State Program Open Space	0	135,000	0	0	0	**135,000**
CIP Fund Balance	25,000	0	0	0	0	**25,000**
Total	**90,000**	**225,000**	**30,000**	**30,000**	**30,000**	**405,000**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Avision Traffic Signal Controller Upgrades – Econolite (Glen Burnie, MD) $ 30,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Avision_Traffic_Signal_Cameras.pdf	Traffic Signal Controller Upgrades

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: October 27, 2026 Special Session Date: _____

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

Department Director or Manager: Eric B. Deike

Account/Project Name: Signal Controller Upgrades

Account No: 4524000-5594 CIP Control No. C0433

Budget Amount: $30,000 Account Balance: $29,587 Unbudgeted Amount: $(413)

Fiscal Year: 26/27 Source of Funds: Transfers to CIP-General Fund, CIP Fund Balance

Quantity	Description	Value
4	Avision Traffic Signal Cameras	$ 22,000.00
2	A700 ACVM Comanagers	$ 7,000.00
4	Camera Brackets	$ 1,000.00
	TOTAL VALUE OF PROJECT	$ $ 30,000.00

ABOVE TO BE USED FOR: To replace outdated and failing traffic signal cameras at the intersection of Northern Ave. and Oak Hill. One camera will be placed into inventory.

RECOMMENDED VENDOR:

Business Name: Econolite

Business Address: 502 McCormick Drive, Sutie H

City/State/Zip: Glen Burnie, MD 21061

Bid/Proposal/Quote No.: #9807 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Econolite is the exclusive supplier for the City's traffic control signals and accessories.		

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS The funding shortfall can be covered with funds from CIP C0245 - LED Signal Lights. Staff is requesting 4% of the purchase price in additional funds to cover any potential tariffs that may apply to this purchase. Tariff costs, if any, will be determined at a later date.

EBM 10/11/2024
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved - need updated W9

10/11/2024
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 10/15/24
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Quotation

10/6/2026

To:

ESTIMAOTR *Ship To Address to be verified URO	Quote Name: INVENTORY 10-6-26 VISION Project Reference: QUOTE # 9807 Econolite Reference: Q-59263-A43F

Item #	Part	Qty	Description	Tariff	Price per	Extended
1	AVISION	4	SENSOR, VIDEO, VISION	$0.00	$5,500.00	$22,000.00
2	A700-1166-01 AVCM	2	ASSY, ACP, PRIMARY MODEL AVCM	$0.00	$3,500.00	$7,000.00
3	AS017558144PNC	4	CAMERA BRKT; 1-PC ADJUSTABLE STELLAR 58" TUBE 144" SS CABLE	$0.00	$250.00	$1,000.00

Subtotal	$30,000.00
Shipping & Handling*	
Taxes**	$0.00
Tariffs**	$0.00
TOTAL	$30,000.00

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

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

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

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

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or legally privileged material. Any review, retransmission, dissemination, or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited except as required by law.

502 McCormick Drive, Suite H Glen Burnie, MD 21061

econolite.com/feedback

Quotation

Quote Valid For 30 Days
FOB: Origin
Terms: NET30
*Ship Terms: PPD
**Taxes and Tariffs Estimated (if included)

Theresa Mullaney
Theresa Mullaney, Senior Sales Specialist
Mobile: 443-722-4553
TMullaney@econolite.com

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

Capital Improvement Plan

City of Hagerstown, Maryland



Project #	45-C0433
Project Name	Signal Controller Upgrades

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

Description

FY27 - FY28: Traffic signal improvements and replacements of conflict monitors, controllers, cameras and emergency batteries ($$30,000).

FY29 - FY31: Traffic signal improvements and replacements of conflict monitors, controllers, cameras and emergency batteries ($$35,000).

Justification

To upgrade traffic monitoring system to improve traffic flow.

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

Expenditures	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Equip/Vehicles/Furnishings	30,000	30,000	35,000	35,000	35,000	**165,000**
Total	**30,000**	**30,000**	**35,000**	**35,000**	**35,000**	**165,000**

Funding Sources	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Transfers to CIP-General Fund	30,000	30,000	35,000	35,000	35,000	**165,000**
Total	**30,000**	**30,000**	**35,000**	**35,000**	**35,000**	**165,000**

Budget Impact

Improved Traffic Efficiency

Produced Using Plan-It CIP Software

Capital Improvement Plan

City of Hagerstown, Maryland



Project #	45-C0245		
Project Name	LED Signal Lights		
Contact	Deike	Department	Public Works
Type	Improvement	Category	Machinery and Equipment
Status	Active	Useful Life	10 years
Location:	City-Wide	Year Submitted:	2005

Description

Replace, as needed, original LED lights that were installed in 2006. LED signal lights have an estimated life of 7-10 years.

Justification

LED lights will be used to reduce energy consumption and extend light replacement time.

Creation, maintenance, and enhancement of City public service buildings and facilities is consistent with the Comprehensive Plan's recommendation to ensure continued high quality of service to our citizens. This project is also consistent with the Comprehensive Plan's recommendation to reduce the electric and fuel usage for the City's facilities, infrastructure, and vehicle fleet, as also recommended by the Sustainable Maryland Program.

Expenditures	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Equip/Vehicles/Furnishings	7,000	7,000	7,000	7,000	7,000	**35,000**
Total	**7,000**	**7,000**	**7,000**	**7,000**	**7,000**	**35,000**

Funding Sources	FY 27	FY 28	FY 29	FY 30	FY 31	Total
Transfers to CIP-General Fund	2,000	7,000	7,000	7,000	7,000	**30,000**
CIP Fund Balance	5,000	0	0	0	0	**5,000**
Total	**7,000**	**7,000**	**7,000**	**7,000**	**7,000**	**35,000**

Budget Impact

LED lights have proven to save upwards of 75% to 80% in electrical costs. Labor is reduced since LEDs have a life expectancy of up to 10 years while incandescent bulbs burn for one to two years.

Produced Using Plan-It CIP Software

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Annual Maintenance Contract for Water Generators ~ Fidelity Power Systems (Springfield, VA) $18,569.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_FIDELITY_GENERATOR_MAINT.pdf	CONSENT FIDELITY GENERATOR CONTRACT
CITY_OF_HAGERSTOWN_-_WATER_DEPARTMENT_Contract_M06HAGERSTOWNWATER_Renewal_2027.pdf	QUOTE CONTRACT FIDELITY

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

FIDELITY POWER SYSTEMS

PLANNED SERVICE AGREEMENT | RENEWAL

Date	October 8, 2026	**Agreement #**	M06HAGERSTOWNWATER

CUSTOMER INFO

Customer Name	DANIEL STATLER
Business Name	CITY OF HAGERSTOWN - WATER DEPARTMENT
Business Address	watersewerаccountspayable@hagerstownmd.org
City, State Zip	HAGERSTOWN, MD 21740



CUSTOMER SERVICE I 800.787.6000

Our friendly customer service representatives can help you to schedule your preventive service visits, emergency calls, and much more.



BILLING INFORMATION

If you have any questions regarding your invoices, please contact by phone or email:

Wesley Shaw
wshaw@fidelity-ps.com
410.771.9400 | ext. 2762



HOURS OF OPERATION

Normal
Monday – Friday 7AM – 4PM

Overtime rates apply outside of normal working hours, see above.

Double-time rates apply:
Saturday 5PM – Monday 2AM
All Holidays

Dear DANIEL STATLER,

It has been our pleasure to provide service on your generator system through the provisions of your planned service agreement. This agreement is due for renewal on 1/1/2027 and will provide the same maintenance scope.

Please refer to the following pages to indicate your preference for continued service and review/approve any recommended services not provided within the current agreement. We will automatically renew if we do not hear from you as long as your account is current.

We thank you for your continued business and truly appreciate the confidence you have in our Service Team.

Please feel free to contact me with any questions or comments.

Best Regards,

Sarah Beam
Strategic Accounts Coordinator
Fidelity Power Systems
sbeam@fidelity-ps.com
443.933.1691

FIDELITY POWER SYSTEMS

PLANNED SERVICE AGREEMENT | RENEWAL

LABOR RATES:

Contract customers receive a 10% discount on the current, posted labor rates. After-hour service calls are subject to a four-hour minimum labor charge and a mileage charge. Travel time (portal to portal) and time on site will be charged on all service calls. Current mileage charge is $2.50/mile.

YOUR AGREEMENT PRICE IS AS FOLLOWS:

Amount: $ 17,319.00
Effective Date: 1/1/2027
Term of Contract: 12 months

Contract K260023:

Oil, Coolant, and Fuel Analyses Included*
2-HR Load Bank (REG HRS) Included*
(x1) Major Full PM*
(x1) Minor Inspection

Contract K214155:

Oil and Fuel Analyses Included*
2-HR Load Bank (REG HRS) Included*
(x1) Major Full PM*
(x1) Minor Inspection*

Contract K260017:

Fuel Analysis Included*
2-HR Load Bank (REG HRS) Included*
(x1) Major Full PM*
(x1) Minor Inspection*

Contracts K212208 & K213288:

Oil and Coolant Analyses Included*
2-HR Load Bank (REG HRS) Included*
(x1) Major Full PM*
(x1) Minor Inspection

If Tax exempt, please include a copy of your Tax Exemption Certificate.
Note, the above price may include multiple sites/locations. Please see below for the sites/locations covered under this agreement.

SITES/LOCATIONS COVERED AS PART OF THIS AGREEMENT:

Contract	Location	Address	City	Email
K212208 $3,372.00	WEST END TANK PS #4 - KOHLER	161 PARK AVENUE	HAGERSTOWN	DSTATLER@HAGERSTOWNMD.ORG
K260017 $4,043.00	WATER PS #2 - PORTABLE 330KW	759 NORTHERN AVE	HAGERSTOWN	DSTATLER@HAGERSTOWNMD.ORG
K213288 $3,694.00	WATER PS #3 - MQ POWER 300KW	18628 ORCHARD HILLS PKWY	HAGERSTOWN	DSTATLER@HAGERSTOWNMD.ORG
K214155 $3,567.00	WATER PS #6 - DOOSAN 260KW	20302 JEFFERSON BLVD	HAGERSTOWN	DSTATLER@HAGERSTOWNMD.ORG
K260023 $2,643.00	SCADA - REHLKO 40KW	10802 WATER WORK RD	WILLIAMSPORT	DSTATLER@HAGERSTOWNMD.ORG

FIDELITY POWER SYSTEMS

PLANNED SERVICE AGREEMENT | RENEWAL

Date	October 8, 2026	**Agreement #**	M06HAGERSTOWNWATER

TERMS & CONDITIONS

Fidelity Power Systems Terms & Conditions of Sale apply, including any contracts that automatically renew. For additional Terms & Conditions, please refer to fidelitypowersystems.com/service-terms-conditions.

ACCEPTANCE OR RENEWAL OFFER

CITY OF HAGERSTOWN - WATER DEPARTMENT		**Fidelity Power Systems**	
SIGNATURE		SIGNATURE	Sarah Beam
PRINTED		PRINTED	Sarah Beam
TITLE		TITLE	Strategic Accounts Coordinator
DATE		DATE	10/08/2026

Please sign and return this page by fax, email, or regular mail to:

Fidelity Power Systems
7432 Alban Station Blvd Ste A105
Springfield, VA 22150
ATTN: Sarah Beam
EMAIL: sbeam@fidelity-ps.com

WE WANT TO HEAR FROM YOU!
Scan the QR code to share your experience with us.

FIDELITY POWER SYSTEMS

PLANNED SERVICE AGREEMENT | RENEWAL

ADDITIONAL SERVICES

CRITICAL INFRASTRUCTURE SOLUTIONS

PRODUCTS

Power

- Uninterruptible Power Supply (UPS) – 3-phase & 1-phase
- Replacement Battery Systems
  - ✓ Flooded & VRLA
  - ✓ Lithium
- Power Distribution – RPP, PDU
- Static Switches
- Busway
- Transformers
- Rack ePDU & Power Strips

Cooling

- Precision Cooling Solutions
- High Density Cooling
- Portable Cooling
- Heat Rejection
- Hot/Cold Aisle Containment & Airflow Management

Switch Gear

- Low & Medium Voltage Switch Gear
- SCADA/BMS Integration

SERVICES

Comprehensive Service Offerings

- Preventive Maintenance:
  - ✓ UPS, Batteries & Ancillary Equipment
  - ✓ Power Distribution
  - ✓ Precision Cooling
  - ✓ Data Center Infrastructure Management (DCIM)
- 24x7x365 Emergency Service
- Repairs – T&M
- Battery & Capacitor Replacements
- Data Center Cleaning

Construction & Installation

- Specializing in Data Centers, Computer Rooms & Mission Critical Environments
- Electrical & Mechanical Installation
- Design-Build & Engineering

Professional Assessment & Testing

- Coordination Study
- One Line Diagram Update
- Arc Flash Study
- Infrared Thermography
- Breaker Testing

If you are interested in any of these additional solutions, please contact Frank Assaro at fassaro@fidelity-ps.com.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: RC Willson WTP Heating Oil ~ AC&T Co., Inc. (Hagerstown. MD) $53,987.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_HEATING_OIL_R.C.WILLSON.pdf	CONSENT AC&T HEATING OIL
BUDGET_TRANSFER_WORKSHEET_FY2027_HEATING_OIL.pdf	BUDGET TRANSFER WORKSHEET
DEISEL_GASOLINE_HEATING_FUEL_PRICES.pdf	FUEL PRICING
2023-01_NOTICE_OF_EXTENSION_AC_T.pdf	CONTRACT EXTENSION

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

ACCOUNT SUMMARY		BUDGET TRANSFER OCTOBER 2026 HEATING OIL	
ACCOUNT		5270501-5581	5270501-5519
BUDGET		$ 35,000.00	$ 85,000.00
CASH FUNDED		$ 35,000.00	$ 85,000.00
ACTUAL		$ -	$ (13,469.64)
ENCUMBRANCES	FY27	$ (5,421.97)	$ (6,121.39)
AVAILABLE		$ 29,578.03	$ 65,408.97
BUDGET TRANSFER		$ 25,000.00	$ (25,000.00)
NEW ACCT BALANCE		$ 54,578.03	$ 40,408.97

Diesel, Gasoline, and Heating Fuel Prices

09/28/2026 through 10/04/2026

NOTE: Departments are responsible for checking invoices and matching prices.

	Petroleum Traders Corporation Fort Wayne, IN	AC & T Company, Inc Hagerstown, MD	AC & T Company, Inc Hagerstown, MD
	Gas (Transport) CBOB E10	Gas (Tank Wagon) CBOB E10	Ultra Low Diesel (Transport)	Ultra Low Diesel (Tank Wagon)	Heating Fuel (Tank Wagon)
87 Octane	3.3456	3.7224	5.0233	5.2467	5.1592
89 Octane	3.6069	3.9595			

<u>Per Pur-1773 Award (Term 12/1/25-11/30/26):</u>
AC & T Company Inc. (Gasoline & Diesel Tank Wagon loads)
Petroleum Traders Corporation (Gasoline & Diesel Transport loads)

<u>Board of Education Heating Fuel Tank Wagon Contract (Term 8/1/25-7/31/26):</u>
BOE CONTRACT (Bid #2023-01) FOR HEATING FUEL AWARDED TO AC&T Company Inc.

<u>Winter Chemical Diesel Additive to prevent "gelling" should be listed on a separate line item on PO:</u>

Tank Wagon: $0.05 per gallon for AC & T Company Inc,.

Transport: $0.03 per gallon for Petroleum Traders Corporation - 137ULSW manufactured by Schaeffer

WCPS | Washington County Public Schools

Purchasing Department
10435 Downsville Pike
Hagerstown, MD 21740
301-766-2840

May 4, 2026

NOTICE OF EXTENTION

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

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

Please be advised that on Wednesday, April 22, 2026 Washington County Public Schools (WCPS) has agreed to extend the contract with your company for the above referenced bid. The extention is for both transport deliveries (bid factor $0.1395) and tank wagon deliveries (bid factor $0.2395) per gallon plus the weekly OPIS wholesale price per gallon.

The extention is effective August 1, 2026 through November 30, 2026.

Please continue to reference Contract **23048** for the WCPS invoices.

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

Sincerely,
Scott Bachtell
Scott Bachtell
Supervisor of Purchasing

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Repair on Service Truck Unit #234 ~ Hagerstown Ford (Hagerstown, MD) $17,859.97

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_UNIT_234.pdf	CONSENT VEHICLE 234 REPAIRS
QUOTE_HAGERSTOWN_FORD_UNIT_234.pdf	QUOTE HAGERSTOWN FORD

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
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	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

CUSTOMER #: 9585

RECEIVED 10/13/26

435246

INVOICE

CITY OF HAGERSTOWN
CENTRAL MAINT. X148
1 E FRANKLIN ST
HAGERSTOWN, MD 21740-4859
HOME:301-790-3700 CONT:301-739-8577
BUS: 301-739-8577 CELL:

PAGE 1

Hagerstown Ford
1714 Massey Blvd., Hagerstown, MD 21740
Ph: (301) 733-3673 · Fax: (301) 733-5836
www.hagerstownford.com

Quick Lane TIRE & AUTO CENTER

SERVICE ADVISOR: 46815 BRIAN DOUGLAS CONCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F550	1FDUF5GT7KDA01117		28667/28667	270JTR

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD		01JAN2019	17:00 09OCT26	2	189.95	CASH	12OCT26

R.O. OPENED	READY	OPTIONS:
13:39 21SEP26	15:24 12OCT26	W-COMP:G DLR:01401 ENG:6.7_Liter

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
A	CEL IS ON , WAS IN POWER REDUCED MODE.							
	94				REPLACE FUEL INJECTORS AND TURBO			
		9444			CDP		2059.90	2059.90
	2				BC3Z*9229*E KIT - TUBE AND SEAL	114.18	114.18	228.36
	2				BC3Z*9229*F KIT - TUBE AND SEAL	110.00	110.00	220.00
	6				BC3Z*6C535*A SEAL - VALVE	18.73	18.73	112.38
	1				HC4Z*6K682*C TURBOCHARGER ASY	2643.33	2643.33	2643.33
	1				BC3Z*6587*A GASKET	17.50	17.50	17.50
	1				HC3Z*6587*A GASKET	10.64	10.64	10.64
	1				HC3Z*6C683*A FILTER ASY	16.87	16.87	16.87
	2				BC3Z*6N640*A GASKET	4.99	4.99	9.98
	1				FT4Z*6N652*B GASKET	7.27	7.27	7.27
	2				BC3Z*8287*A CLAMP	41.00	41.00	82.00
	1				FC3Z*8287*A CLAMP	44.00	44.00	44.00
	4				*W714639*S439 BOLT	16.00	16.00	64.00
	3				*W717004*S900 BOLT	20.00	20.00	60.00
	6				*W711402*S900 NUT - ADJUSTING SCREW	16.00	16.00	96.00
	6				*W716425*S900 STUD	10.67	10.67	64.02
	1				LC3Z*6A785*C SEPARATOR ASY - OIL	177.83	177.83	177.83
	2				BC3Z*9E464*C GASKET	2.58	2.58	5.16
PARTS:	3859.34	LABOR:	2059.90	OTHER:	0.00	TOTAL LINE A:		5919.24
	**********							
B	2ND TO FIRST DOWN SHIFT IS HARSH .							
	94				REPLACE TRANS AND COOLER			
		9444			CDP		1799.91	1799.91
	1				HC3Z*7000*E AUTOMATIC TRANSMISSION ASY	7065.33	7065.33	7065.33
	6				*W715618*S437 NUT	0.73	0.73	4.38
	1				HC3Z*7A095*B OIL COOLER ASY	176.67	176.67	176.67
PARTS:	7246.38	LABOR:	1799.91	OTHER:	0.00	TOTAL LINE B:		9046.29
	**********							
C	QUICK LANE VEHICLE CHECK UP							
	Q99P				QUICK LANE VEHICLE CHECK UP			
		9444			IS			(N/C)
	2				E4HZ*4A254*A RETAINER			(N/C)

Manufacturer Special Policy Adjustment Programs: Federal law requires manufacturers to furnish the National Highway Traffic Safety Administration (N.H.T.S.A.) with bulletins describing any defects in their vehicles. You may obtain copies of these bulletins from either the manufacturer or N.H.T.S.A. In addition, certain consumer publications or organizations publish this information, which may available for a fee or for free.

WARRANTY STATEMENT: PURSUANT TO MARYLAND LAW, CONSUMERS HAVE SPECIFIC IMPLIED WARRANTY RIGHTS IN CONNECTION WITH THE SALE OF CONSUMER GOODS AND SERVICES. ANY WARRANTIES BY A MANUFACTURER OR SUPPLIER OTHER THAN OUR DEALERSHIP, HOWEVER, ARE THEIRS, NOT OURS, AND ONLY SUCH MANUFACTURER OR SUPPLIER SHALL BE LIABLE FOR PERFORMANCE UNDER SUCH WARRANTIES. NO EXPRESS WARRANTIES ARE GIVEN BY OUR DEALERSHIP. IF THIS REPAIR IS NOT PERFORMED IN CONNECTION WITH A CONSUMER TRANSACTION, THE DEALERSHIP HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF PARTS OR PRODUCTS OR THE REPAIR.

*** SHOP SUPPLY COSTS:** We have added a charge equal to 16% of the total cost of labor and parts, not to exceed $75.00, to the Repair Order for shop supplies used in connection with this repair.

I hereby acknowledge that the Dealership is not responsible for loss or damage to the vehicle or articles left in the vehicle in case of fire, theft, or any other cause beyond its control (please direct questions relating to the extent of the Dealership's responsibility or insurance coverage to a Dealership Representative). By signing below, you acknowledge that you were notified of and authorized the Dealership to perform the services/repairs itemized in this Invoice and that you received (or had the opportunity to inspect) any replaced parts as requested by you. The vehicle is being returned to you in exchange for your payment of the Amount Due.

DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - NO BACKER - 9698003

CUSTOMER #: 9585

435246

CITY OF HAGERSTOWN
CENTRAL MAINT. X148
1 E FRANKLIN ST
HAGERSTOWN, MD 21740-4859
HOME:301-790-3700 CONT:301-739-8577
BUS: 301-739-8577 CELL:

INVOICE

PAGE 2

Hagerstown 1995 Ford
1714 Massey Blvd., Hagerstown, MD 21740
Ph: (301) 733-3673 · Fax: (301) 733-5836
www.hagerstownford.com
Quick Lane TIRE & AUTO CENTER

SERVICE ADVISOR: 46815 BRIAN DOUGLAS CONCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F550	1FDUF5GT7KDA01117		28667/28667	270JTR

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD		01JAN2019	17:00 09OCT26	2	189.95	CASH	12OCT26

R.O. OPENED	READY	OPTIONS:
13:39 21SEP26	15:24 12OCT26	W-COMP:G DLR:01401 ENG:6.7_Liter

LINE	OPCODE	TECH	TYPE	HOURS		LIST	NET	TOTAL
	2				E4HZ*4A254*B RETAINER			(N/C)
	4				F1HZ*4N272*A BOLT			(N/C)
	4				F81Z*4N272*AA BOLT - HEX.HEAD			(N/C)
	10				BC3Z*6379*C BOLT - HEX.HEAD			(N/C)
	1				BC3Z*6840*A GASKET			(N/C)
	4				*W710356*S439 BOLT			(N/C)
	2				PM*4*A BRAKE CLEANER			(N/C)
	3				XL*14* FLUID - POWER ASSISTED STEERIN			(N/C)
	4				*W520215*S440 NUT - HEX.			(N/C)
	1				*391308*S102 SEAL			(N/C)
	4				*N811880*S100 BOLT			(N/C)
	6				*W711336*S441 NUT			(N/C)
	1				*W715131*S437 BOLT			(N/C)
	6				*W715618*S437 NUT			(N/C)
	1				*N807659*S441 NUT			(N/C)
PARTS:	0.00	LABOR:	0.00	OTHER:	0.00	TOTAL LINE C:		0.00
					**********			
D**	FRONT SUSPENSION							
	34				REPLACE AXLE TRACK BAR BALL JOINT			
		9444	CDP				339.98	339.98
	2				*W709771*S440 NUT - ADJUSTING SCREW	3.42	3.42	6.84
	1				BC3Z*3050*C JOINT ASY - BALL	85.64	85.64	85.64
	16	FOZ	SUPER		FRONT END ALIGNMENT			
		9444	CDP				149.95	149.95
PARTS:	92.48	LABOR:	489.93	OTHER:	0.00	TOTAL LINE D:		582.41
					**********			
E**	COOLING							
	80				REPLACEB UPPER RADIATOR HOSE			
		9444	CDP				159.99	159.99
	1				HC3Z*6B850*B HOSE	54.83	54.83	54.83
	4				VC*13*G ANTI-FREEZE	19.95	19.95	79.80
	1				HC3Z*8260*E HOSE ASY	245.45	245.45	245.45
	1				EU5Z*18B402*B TUBE - HEATER WATER	18.67	18.67	18.67
PARTS:	398.75	LABOR:	159.99	OTHER:	0.00	TOTAL LINE E:		558.74

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DESCRIPTION	TOTALS
LABOR AMOUNT	
PARTS AMOUNT	
GAS, OIL, LUBE	
SUBLET AMOUNT	
MISC. CHARGES *	
TOTAL CHARGES	
LESS INSURANCE	
SALES TAX	
PLEASE PAY THIS AMOUNT	

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

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DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - NO BACKER - 9698003

CUSTOMER #: 9585

435246

INVOICE

PAGE 3

Hagerstown Ford
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Quick Lane TIRE & AUTO CENTER

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HOME:301-790-3700 CONT:301-739-8577
BUS: 301-739-8577 CELL:

SERVICE ADVISOR: 46815 BRIAN DOUGLAS CONCO

COLOR	YEAR	MAKE/MODEL	VIN	LICENSE	MILEAGE IN / OUT	TAG
	19	FORD F550	1FDUF5GT7KDA01117		28667/28667	270JTR

DEL. DATE	PROD. DATE	WARR. EXP.	PROMISED	PO NO.	RATE	PAYMENT	INV. DATE
01JAN19 DD		01JAN2019	17:00 09OCT26	2	189.95	CASH	12OCT26

R.O. OPENED	READY	OPTIONS:
13:39 21SEP26	15:24 12OCT26	W-COMP:G DLR:01401 ENG:6.7_Liter

LINE OPCODE TECH TYPE HOURS	LIST	NET	TOTAL
F** ENGINE MINOR			
61 REPLACE UPPER OIL PAN			
9444 CDP		1999.90	1999.90
1 BC3Z*6695*B PAN ASY - ENGINE OIL	83.67	83.67	83.67
1 DC3Z*6L621*A GASKET	7.44	7.44	7.44
1 DC3Z*6L621*B GASKET	14.22	14.22	14.22
1 DC3Z*6L621*C GASKET	16.18	16.18	16.18
2 DC3Z*6710*A GASKET - OIL PAN	12.19	12.19	24.38
1 DC3Z*6710*B GASKET - OIL PAN	28.50	28.50	28.50
2 ZC*20* SHAMPOO - ENGINE	10.38	10.38	20.76
1 TA*357* SEALANT - SILICONE	74.80	74.80	74.80
1 FL*2124*S KIT - ELEMENT & GASKET - OIL F	43.62	43.62	43.62
13 XO*10W30*BSD MOTORCRAFT SAE 10W-30 WSS-M2C1	5.83	5.83	75.79
PARTS: 389.36 LABOR: 1999.90 OTHER: 0.00		TOTAL LINE F:	2389.26
**********			
10LABOR 10 PERCENT LABOR DISCOUNT FOR VALUED CUSTOMERS			
CP		-635.97	-635.97

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DESCRIPTION	TOTALS
LABOR AMOUNT	6509.63
PARTS AMOUNT	11986.31
GAS, OIL, LUBE	0.00
SUBLET AMOUNT	0.00
MISC. CHARGES *	0.00
TOTAL CHARGES	18495.94
LESS INSURANCE	635.97
SALES TAX	0.00
PLEASE PAY THIS AMOUNT	17859.97

DATE CUSTOMER SIGNATURE AUTHORIZED DEALERSHIP REPRESENTATIVE SIGNATURE

CUSTOMER COPY

ALL PARTS ARE NEW UNLESS OTHERWISE INDICATED.

DealerCAP 2014 CDK Global, LLC (05/15) SERVICE INVOICE TYPE 2 - SI2C - "LIMITED WARRANTY" - NO BACKER - 9698003

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Vehicle Replacement - Unit 226 ~ Hertrich Fleet Services, Inc. (Milford, DE) $57,269.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_HERTRICH_VEHICLE_226.pdf	CONSENT HERTRICH FLEET UNIT 227
VEHICLE_REPLACEMENT_FORM_UNIT_#226.pdf	VEHICLE REPLACEMENT FORM
REPAIR_HISTORY_UNIT_226.pdf	REPAIR HISTORY
QUOTE_2027_FORD_F150.pdf	QUOTE HERTRICH UNIT 226
2027_HOWARD_COUNTY_CONTRACT.pdf	HOWARD COUNTY CONTRACT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
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	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
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	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

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
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2027
(attach to consent agenda form)

Department	Utilities	**Division**	Water		
Vehicle Call #	226	Model Yr.	2014	Serial #	1FTFX1EF0EKG51794
Make	Ford	Model	F-150		
Vehicle Description	Ford F-150				
Mileage	109,672	# of Service Repair Orders	45	Repair Costs to Date	$5,294.83
Condition	Poor				

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work ___ Hours / Age ___ Age X

Other (please explain) Deteriorating Condition

Is Purchase an Addition to Fleet? _____ Reason: _____

Disposition:

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

Notes:

Date: 10/1/2026 Report Prepared By: Tyler Puffenberger

Unit Number	Serial	License	RO Number	Notes	Date In	Meter 1	Mech Vendor	Grand Total
226	1FMCU9DGXCKA59624	LG89512	13105	PERFORM B-PM.	4/5/2012	6,605 Miles	Paul Yeager	82.04
226	1FMCU9DGXCKA59624	LG89512	13581	PERFORM B-PM. SEND TO FORD FOR WARRANTY OIL LEAK. OIL FILTER IS FROM FEDERATED LF637. CHECK AND CLEAN ALL BRAKES. FRONT WERE NOISEY.	7/2/2012	9,480 Miles	Paul Yeager	112.42
226	1FMCU9DGXCKA59624	LG89512	13601	CUST STATES: MAINT SHOP FOUND A TRANSMISSION OIL LEAK. OUTPUT SHAFT SEAL HAS FAILED. REPLACE SEAL under warranty	7/5/2012		HAGERSTOWN FORD	0.00
226	1FMCU9DGXCKA59624	LG89512	14470	PERFORM B-PM.	11/27/2012	12,943 Miles	Paul Yeager	83.74
226	1FMCU9DGXCKA59624	LG89512	15203	PERFORM B-PM.	4/3/2013	16,102 Miles	Paul Yeager	83.53
226	1FMCU9DGXCKA59624	LG89512	15961	PERFORM B-PM.	8/6/2013	19,567 Miles	Paul Yeager	83.83
226	1FMCU9DGXCKA59624	LG89512	16641	PERFORM B-PM.	12/5/2013	22,779 Miles	Paul Yeager	83.83
226	1FMCU9DGXCKA59624	LG89512	17413	PERFORM B-PM.	4/16/2014	25,804 Miles	Paul Yeager	82.98
226	1FMCU9DGXCKA59624	LG89512	18206	PERFORM B-PM.	8/28/2014	28,871 Miles	Paul Yeager	82.69
226	1FMCU9DGXCKA59624	LG89512	19085	PERFORM B-PM.	1/28/2015	32,047 Miles	Paul Yeager	82.24
226	1FMCU9DGXCKA59624	LG89512	19884	PERFORM B-PM.	6/2/2015	35,214 Miles	Paul Yeager	83.06
226	1FMCU9DGXCKA59624	LG89512	20870	PERFORM B-PM.	10/29/2015	38,357 Miles	Paul Yeager	90.25
226	1FMCU9DGXCKA59624	LG89512	21567	PERFORM B-PM.	3/2/2016	41,647 Miles	Paul Yeager	90.93
226	1FMCU9DGXCKA59624	LG89512	22298	PERFORM B-PM.	7/14/2016	45,100 Miles	Paul Yeager	90.93
226	1FMCU9DGXCKA59624	LG89512	22971	PERFORM B-PM. REPLACE FRONT BRAKE PADS.	11/15/2016	48,367 Miles	Paul Yeager	203.90
226	1FMCU9DGXCKA59624	LG89512	23740	PERFORM B-PM. ROTATE TIRES AND CHECK BRAKES. OK	4/6/2017	51,632 Miles	Paul Yeager	118.90
226	1FMCU9DGXCKA59624	LG89512	24302	PERFORM B-PM.	7/14/2017	54,624 Miles	Paul Yeager	91.87
226	1FMCU9DGXCKA59624	LG89512	24746	PERFORM B-PM.	10/10/2017	57,721 Miles	Paul Yeager	82.57
226	1FMCU9DGXCKA59624	LG89512	25043	BLOWER ONLY WORKS ON HIGH SPEED. REPLACE RESISTOR.	12/8/2017		Paul Yeager	99.44
226	1FMCU9DGXCKA59624	LG89512	25098	PERFORM B-PM.	12/20/2017	61,306 Miles	Paul Yeager	88.15
226	1FMCU9DGXCKA59624	LG89512	25449	PERFORM B-PM.	3/7/2018	65,286 Miles	Paul Yeager	80.95
226	1FMCU9DGXCKA59624	LG89512	25800	PERFORM B-PM.	5/9/2018	68,692 Miles	Paul Yeager	82.57
226	1FMCU9DGXCKA59624	LG89512	26125	CHECK A/C. INOP. FOUND HOLE IN CONDENSOR. REPLACE CONDENSOR, PUMP DOWN AND RECHARGE.	7/9/2018		Paul Yeager	434.34
226	1FMCU9DGXCKA59624	LG89512	26481	PERFORM B-PM.	9/17/2018	72,572 Miles	Paul Yeager	80.95
226	1FMCU9DGXCKA59624	LG89512	27802	PERFORM B-PM. TAKE TO RICES FOR TIRES.	5/23/2019	75,913 Miles	Paul Yeager	93.88
226	1FMCU9DGXCKA59624	LG89512	28749	ROAD CALL-BATTERY AND TERMINAL REPLACEMENT	12/9/2019		Daniel Craigie	75.66
226	1FMCU9DGXCKA59624	LG89512	28839	PERFORM B-PM.	1/17/2020	78,974 Miles	Paul Yeager	51.15
226	1FMCU9DGXCKA59624	LG89512	29357	PERFORM B-PM.	6/3/2020	81,980 Miles	Paul Yeager	51.15
226	1FMCU9DGXCKA59624	LG89512	29548	REPLACED HEATER RESISTOR AND CHARGED A/C	7/21/2020		Elmer Poffenberger	103.91
226	1FMCU9DGXCKA59624	LG89512	29952	PERFORMED B-PM	10/27/2020		Daniel Craigie	51.80
226	1FMCU9DGXCKA59624	LG89512	30667	PERFORM B-PM. REPLACE FRONT BRAKE PADS.	7/21/2021	87,849 Miles	Paul Yeager	91.26
226	1FMCU9DGXCKA59624	LG89512	31061	PERFORM B-PM.	12/22/2021	90,876 Miles	Paul Yeager	71.30
226	1FMCU9DGXCKA59624	LG89512	31381	PERFORM B-PM.	5/17/2022	93,865 Miles	Paul Yeager	69.16
226	1FMCU9DGXCKA59624	LG89512	31995	PERFORM B-PM.	12/6/2022	96,873 Miles	Paul Yeager	71.30
226	1FMCU9DGXCKA59624	LG89512	32088	Replaced abs control module. Bled system and test drove.	1/18/2023		Daniel Craigie	365.04
226	1FMCU9DGXCKA59624	LG89512	32436	PERFORM B-PM.	4/6/2023	99,965 Miles	Paul Yeager	69.16
226	1FMCU9DGXCKA59624	LG89512	33197	PERFORM B-PM.	10/5/2023	102,983 Miles	Paul Yeager	69.16
226	1FMCU9DGXCKA59624	LG89512	33694	steering shaft	2/20/2024		HAGERSTOWN AUTO	92.48
226	1FMCU9DGXCKA59624	LG89512	34141	replaced rear liftgate latch	5/21/2024		Daniel Craigie	200.08
226	1FMCU9DGXCKA59624	LG89512	34688	Pm service.Replaced battery and terminal. Fixed ground wiring. Replaced front pads and rotors. Replaced right rear tail light bulb and third brake light bulbs. Rotated tires.	9/26/2024	105,098 Miles	Daniel Craigie	430.42
226	1FMCU9DGXCKA59624	LG89512	36271	PERFORM B-PM.	9/12/2025	106,077 Miles	Daniel Craigie	93.93
226	1FMCU9DGXCKA59624	LG89512	36431	Replaced oil pan gasket and lower control arms	10/10/2025		Ethan Howe	522.42
226	1FMCU9DGXCKA59624	LG89512	36975	TOW FROM 900 SALEM AVENUE TO CMG FOR VEHICLE BEING INOP	1/22/2026		RELIABLE TOWING	125.00
226	1FMCU9DGXCKA59624	LG89512	37007	Roadcall. No power steering towed to shop	1/22/2026		Daniel Craigie	50.23
226	1FMCU9DGXCKA59624	LG89512	37031	Checked power steering. Possible rack. Codes for catalytic convertors	2/4/2026		Daniel Craigie	50.23
								$5,294.83

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

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

(800) 698-9825 (302) 422-3300 Fax: (302) 839-0555

August 15, 2026

Tyler Puffenberger
Deputy Director
Water & Waste Water
Hagerstown, MD

We are pleased to provide this Standard Feature List and Options Worksheet for the 2027 Ford F150 XL Truck, priced per the Howard County Contract: 4400004546 Super CAB F150

X1L	**2027 Ford Super Cab F150 XL 4x4 145" WB**	
995/44G	5.0 V8 Gas/10 Speed Automatic Transmission	$2,595
YZ/AS	Exterior Oxford White/ Dark Slate Vinyl Front 40/20/40	
101A	101A Include but not limited to: 17" silver painted aluminum	
XL6	3.37 E Lock	$570
96W	Spray Liner	$625
425	50 State Emissions	NC
153	Front tag bracket	NC
924	Privacy Glass	$100
942	Day Time Running Lights	$100
	MSRP $52,685	
	Hertrich Fleet/HCC Disc	($4,941)
	Truck Price	$47,744
	DeJana Upfit	$9,525
	Total price	$57,269

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

John Worrall – 800-698-9825 or jworrall@hertrichfleet.com

HERTRICH FLEET SERVICES INC.

1427 Bay Road, Milford, De 19963
302-422-3300

Howard County Contract 06/09/2022
Contract Number: 4400004546
Vendor Number 1102743
Date: 06/09/2022
Contract Term: 07/01/2022 to 06/30/2027
Header Target: $5,000,000.00
Ceiling Value: $5,000,000.00 Over 5 Years
Buyer: Shelly Liby, CPPB 410-313-6379

sjiby@howardcountymg.gov

Contract Text:

Invitation for Bid No. 2022-13, New Vehicles Class 1-7
AWARDS:

SPECIALTY VEHICLE:

FORD LAW ENFORCEMENT	-505.00
DODGE LAW ENFORCEMENT	-496.00
CHEVY LAW ENFORCEMENT	-515.00

TRUCKS, CHASSIS CAB:

RAM	-399.00
FORD	-451.00

TRUCKS, HEAVY DUTY:

TOYOTA	-99.00
RAM	-392.00
GMC	-330.00
FORD	-381.00
CHEVY	-390.00

TRUCKS, PICKUPS:

TOYOTA	-99.00	Nissan -336.00
RAM	-392.00	Hyundai – 199.00
GMC	-330.00	
FORD	-381.00	
CHEVY	-390.00	

AUTOMOBILES, (SEDANS), STATION WAGONS:

TOYOTA	-75.00	Buick -225.00
GMC	-315.00	Nissan -189.00
FORD	-240.00	Hyundai – 199.00
DODGE	-367.00	
CHEVY	-315.00	

VAN, PASSENGER:

TOYOTA	-75.00
CHRYSLER	-262.00
GMC	-326.00
FORD	-331.00
CHEVY	-366.00

VAN, CARGO:

TOYOTA	-75.00
GMC	-326.00
FORD	-331.00
CHRYSLER	-262.00
CHEVY	-366.00

SUV:

DODGE	-304.00	Nissan -212.00
CHEVY	-485.00	Hyundai - 199.00
TOYOTA	-85.00	
GMC	-415.00	
FORD	-411.00	
CHRYSLER	-202.00	
BUICK	-410.00	

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

Commodity Contract	
Contract Number:	4400004546
Vendor Number:	1102743
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2027
Header Target:	$5,000,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:
Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 9, 06/02/2026. This contract change is for the purpose of exercising the last of five (5) one-year renewal options for the period of 07/01/2026 to 06/30/2027 All other terms and conditions remain unchanged.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Yale Schreiber, 800-698-9825, email: yschreiber@hertrich.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Buick Discount ($225.00)

2	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

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

Item	NIGP Code	Description	Unit	Price
Automobiles, SUV				
Buick Discount ($410.00)				
8	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chevrolet Discount ($485.00)				
9	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chrysler Discount ($202.00)				
10	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Dodge Discount ($304.00)				
11	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Ford Discount ($411.00)				
12	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($415.00)				
13	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Toyota Discount ($85.00)				
14	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chevrolet Discount ($366.00)				
15	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chrysler Discount ($262.00)				
16	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Ford Discount ($331.00)				
17	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($326.00)				
18	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Toyota Discount ($75.00)				
19	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chevrolet Discount ($366.00)				
20	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chrysler Discount ($262.00)				
21	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Ford Discount ($331.00)				
22	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($326.00)				
23	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Toyota Discount ($75.00)				
24	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Chevrolet Discount ($390.00)				
25	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Ford Discount ($381.00)				
26	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
GMC Discount ($330.00)				
27	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
28	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Toyota Discount ($99.00)				
29	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Chevrolet Discount ($390.00)				
30	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Ford Discount ($381.00)				
31	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
GMC Discount ($330.00)				
32	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
33	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Toyota Discount ($99.00)				
34	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford Discount ($451.00)				
35	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
RAM Discount ($399.00)				
36	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Chevrolet Law Enforcement Discount ($515.00)				
37	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				

Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement Discount ($496.00)				
38	07183	Specialty Vehicle Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Ford Law Enforcement Discount ($505.00)				
39	07104	Automobiles, Station Wagons, Civilian Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Hyundai				
40	07181	Automobiles, SUV, KIA Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV, KIA + $3500.00				
41	07181	Vehicles, Used Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicles. Used (under 25,000 miles, 3 years old)				
42	07104	Automobiles, Sedan, Nissan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Sedan, Nissan				
Nissan Discount ($189.00)				
43	07181	Automobiles, SUV, Nissan Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV, Nissan Nissan Discount ($212.00)				
44	07209	Trucks, Pickups, Nissan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickups, Nissan Nissan Discount ($336.00)				
45	07181	Automobiles, SUV, Mazda Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV Mazda				
46	07104	Automobiles, Hyundai Sedan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Hyundai Sedan Discount ($199.00)				
47	07181	Automobiles, Hyundai SUV Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Hyundai SUV Discount ($199.00)				
48	07209	Trucks, Hyundai Truck Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Truck, Hyundai Truck Discount ($199.00)				

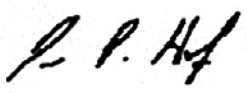
OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:
a. Contractor#s name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.
9. Termination
a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.
b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.
10. Remedies for Default
a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:
i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;
ii. To suspend the Contractor#s authority to receive any undisbursed funds; and/or
iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.
b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.
11. Remedies Cumulative and Concurrent

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer 

Authorized Signature 

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: High Service Pump VFD Inspection and Repair ~ Industrial Service Solutions/Ram Industrial Services, LLC (Camp Hill, PA) $ 29,714.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_INDUSTRIAL_SERVICE_SOLUTIONS_VFD_REPAIR.pdf	CONSENT VFD REPAIR
QUOTE_VFD_INSPECTION_AND_REPAIR.pdf	QUOTE INDUSTRIAL SERVICE SOLUTIONS

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Industrial Service Solutions

QUOTATION

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

QUOTE NUMBER: 1079850

QUOTE DATE: 6/8/2026

Sold To: CITHA1
CITY OF HAGERSTOWN 1 EAST FRANKLIN STREET HAGERSTOWN, MD 21740

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

Confirm To: DUANE BARTLES

CUSTOMER PO #:	PAYMENT TERMS:	FREIGHT TERMS
	NET 30 FB	Billed

QUOTED BY:	SHIPPING VIA	F.O.B.
Lisa Shoemaker	Best Way Prepaid & Bill	

LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:	UNIT	QTY	UNIT PRICE	EXTENSION
AVISUAL - TOSHIBA ONSITE SERVICES • Cleaning and inspection of VFD* • Inspection of inverter section • Tightening of connections • Inspection of control cabinet and circuit boards • Inspection of transformer • Replacement of 10M1 contactor in VFD Pump No. 4 VFD • Replacement of Pre-charge reactor for Pump No. 4 VFD • Verification of VFD operation • BASIC PM *VFD should be isolated from 4160V and there should be full access VFD Information Project Number - 2363996 Typeform - 2363996-M3A44050SAA-1-CMV2 S/N - 100704240 Typeform - 2363996-M3A44050SAA-2-CMV2 S/N - 100704241 This estimate includes field labor hours and expenses to complete the work on the listed drive(s). Based on up to (3) 10 -12 hour work day(s) by (1) Field Service Engineer(s) for each VFD and includes (1) roundtrip. This does not include work on holidays or weekends or parts	EACH	1.0	$14,671.00	$14,671.00

Continued

We appreciate the opportunity and look forward to working with you.
* This Quotation is valid for 30 days.
* Freight: Prepaid and Billed or Collect
* Sales Tax: Applicable sales tax will be charged unless a completed exemption certificate is on file or received with the order
* IF PAYING BY CREDIT CARD, 3% WILL BE ADDED TO THE INVOICE TOTAL
*Goods may incur tariffs that are not incorporated into our pricing.
*Tariffs incurred will be passed to and become the responsibility of the customer.

Industrial Service Solutions

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Suite D
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QUOTED BY:	SHIPPING VIA	F.O.B.
Lisa Shoemaker	Best Way Prepaid & Bill	

LABOR CODE / ITEM ID / CUSTOMER PN / DESCRIPTION:	UNIT	QTY	UNIT PRICE	EXTENSION
shipping costs which are CPT (Prepaid and Add). This is based on the assumption that the work at site will continue from start to stop without interruptions and not require additional visits. Standby time will be charged using the current field service rate schedule. TIC will need a minimum 6 weeks' notice to schedule the PM.				
TC-HCV-7HA - TOSHIBA VACUUM CONTACTOR 400 AMP FIXED MOUNT 7200V LEAD TIME: 1 WEEK ARO	EA	1.0	$4.235.00	$4.235.00
TD-PC34740P000 - TOSHIBA PRE-CHRGE REACTR 4160V FR 0 LEAD TIME: 22-24 WEEKS ARO	EA	1.0	$7.808.00	$7.808.00

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

Net Order:	$26,714.00
Freight:	$0.00
Sales Tax:	$0.00
Order Total:	$26,714.00

We appreciate the opportunity and look forward to working with you.
* This Quotation is valid for 30 days.
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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater - Pure Oxygen System Equipment Purchase: Atlas Copco Compressors, LLC (Rock Hill, SC) $287,944.70

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_ATLAS_COPCO_EQUIPMENT_PURCHASE_10272026.pdf	CONSENT ATLAS COPCO
BUDGET_TRANSFER_WORKSHEET_FY2027_ATLAS_COPCO.pdf	BUDGET TRANSFER WORKSEET
QUOTE_ATLAS_COPCO.pdf	QUOTE ATLAS COPCO

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

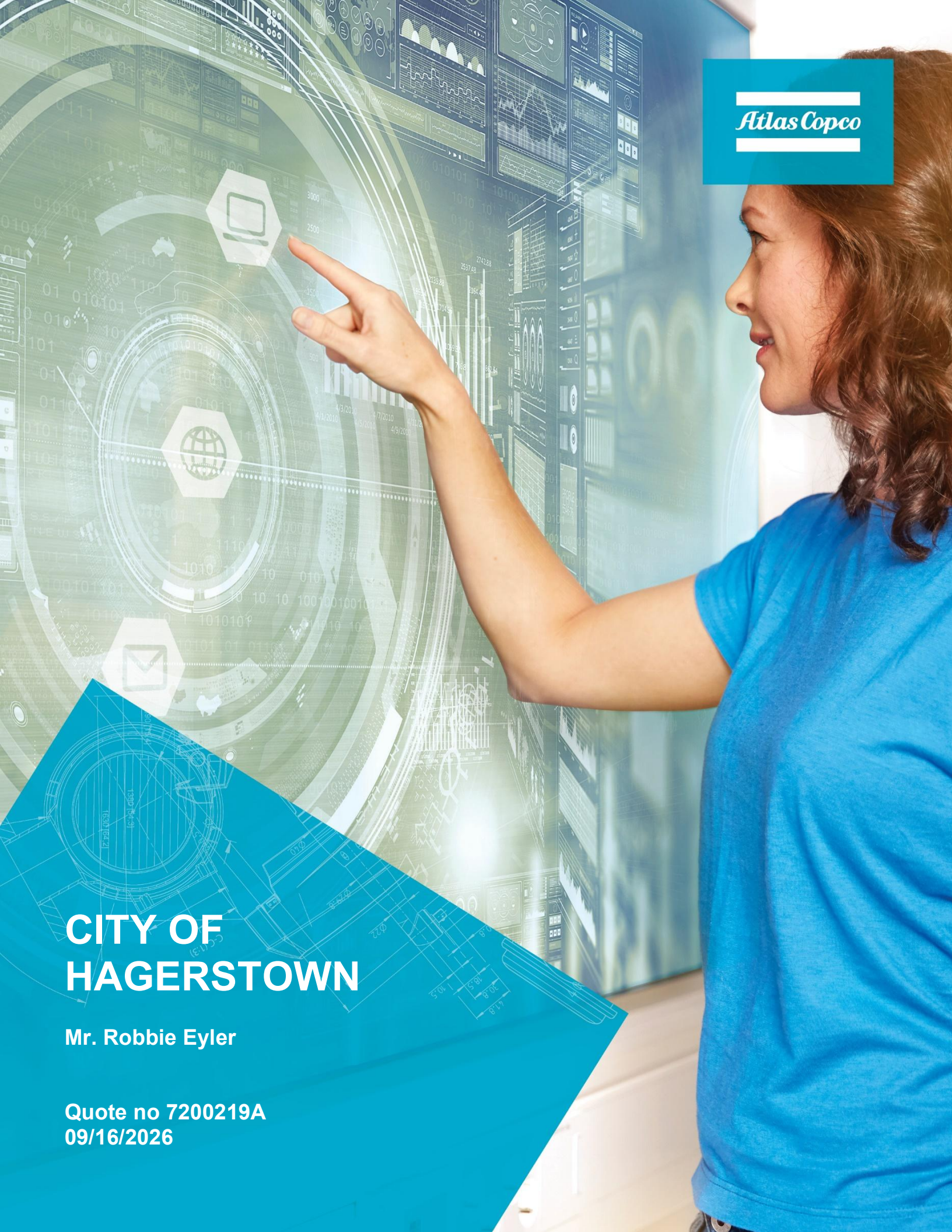
(4) City Administrator

COMMENTS

_____

Signature / Date

ACCOUNT SUMMARY		BUDGET TRANSFER PURE OXYGEN SYSTEM EQUIPMENT		Oct-26	
ACCOUNT		5485001-C0584	5485001-C0004		
BUDGET		$ 11,200,000.00	$ 735,000.00		
CASH FUNDED		$ 1,200,000.00	$ 735,000.00		
ACTUAL		$ (39,324.47)	$ -		
ENCUMBRANCES	FY27	$ (583,175.21)	$ (19,995.00)		
PREVIOUS BUDGET TRANS		$ (150,000.00)	$ (40,000.00)		
AVAILABLE		$ 427,500.32	$ 675,005.00		
BUDGET TRANSFER		$ 290,000.00	$ (290,000.00)		
NEW ACCT BALANCE		$ 717,500.32	$ 385,005.00		



CITY OF HAGERSTOWN

Mr. Robbie Eyler

Quote no 7200219A
09/16/2026

Contact: Mr. Robbie Eyler
Company: CITY OF HAGERSTOWN
Address: 1 CLEAN WATER CIR
HAGERSTOWN MD 21740-6848
United States
Phone: +1 301-331-7058
Email: reyler@hagerstownmd.org

Dear Mr. Robbie Eyler

Thank you for your recent enquiry. Further to our discussions, please find enclosed our quotation as per your requirements.

We trust the enclosed information is of interest and look forward to hearing back with your comments. If you require any further information on this or any of our products or services, please do not hesitate to contact me.

Best Regards,

Curt Firestone
Sales Engineer
Mobile: +1 717-480-2994
curt.firestone@atlascopco.com

Contents

Price Summary ***4***

Payment & delivery conditions ***5***

Price Summary

Product Number	Description	Qty	Unit Value (USD)	Total Price (USD)
8153136911	GA11P 125 TRI-V FM MEAF Oil Injected Screw Compressor Air Cooled Capacity: 56.8 CFM @ 125 PSI Motor: 15 HP, TEFC motor Voltage: 208230/460V/3ph/60Hz 132 PSI Maximum Operating Pressure Pack Unit: External air treatment recommended Footprint: 37"L x 25"W x 41"H	1	13,184.60	13,184.60
8102365478	CD+ 55-40F 115VNPTMK AC CD_S5 CD+ Heatless Desiccant Air Dryer with CERADES Media Capacity: 111.2 CFM @ 101.5 PSI Rated for -40 F Pressure dewpoint Voltage: 115V/1ph/50-60Hz 203 PSI Maximum Operating Pressure Footprint: 15.6"L x 35.6"W x 58.9"H	1	12,468.50	12,468.50
8102046748	OSC 85 CLAY	1	1,144.00	1,144.00
8070216703	MANIFOLD OSC 35 - 95 - 145	1	176.00	176.00
8102047040	SPILL CONTAINER OSC 50-85	1	154.00	154.00
8102229457	FX150N(E11)460/60-F-X	1	8,030.00	8,030.00
8102372214	DD145+ inPASS (NPT1 1/2)	2	1,232.00	2,464.00
8102372364	PD145+ inPASS (NPT1 1/2)	2	1,234.75	2,469.50
8102365502	CD+105-40F 115VNPTMK AC CD_D5 CD+ Heatless Desiccant Air Dryer with CERADES Media Capacity: 222.5 CFM @ 101.5 PSI Rated for -40 F Pressure dewpoint Voltage: 115V/1ph/50-60Hz 203 PSI Maximum Operating Pressure Footprint: 22.3"L x 36.8"W x 58.9"H	1	15,867.50	15,867.50
8153661124	GA37P A 125 MEAF 460 60 Oil Injected Screw Compressor - Air Cooled Capacity: 236 CFM @ 125 PSI Motor: 50HP NEMA Super Premium TEFC Motor Voltage: 460V/60Hz Maximum Operating Pressure: 132 PSI	4	31,093.15	124,372.60

Pack Unit: External air treatment recommended Footprint: 52"L x 35"W x 71"H				
8102120620	MLME-370,OIL MIST ELIMINATOR	2	9,768.00	19,536.00
8102309898	BD150+ P -40 ASM440V60UL B150 Heated Blower Purge Desiccant Dryer ASME approved vessels, max operating pressure 210 psig 100 psig purge nozzle installed, nozzle kit for other pressure included	2	34,430.00	68,860.00
8102046789	OSC 1250 CLAY	1	8,514.00	8,514.00
8070216711	MANIFOLD OSC 355 - 2400	1	170.50	170.50
8102047043	SPILL CONTAINER OSC 1250-2500	1	533.50	533.50
OTMSERVNOPO	START UP	1	4,000.00	4,000.00
OTMSERVNOPO	FREIGHT	1	6,000.00	6,000.00
	Grand Total (excl VAT) USD			**287,944.70**

Payment & delivery conditions

Quote valid to:	12/16/26
Commissioning:	Not included unless otherwise noted
Installation:	Not included unless otherwise noted
Warranty:	See Standard Conditions of Sale
Payment terms:	30 days net
Incoterms & location:	DAP - Delivery at Place
Freight:	Delivery Freight Charges

Delivery Terms Equipment will be delivered in our standard packaging unless otherwise stated (off-loading and positioning to be done by others). Optional items may impact delivery. Delivery time can be confirmed upon acceptance of your order/final instructions to proceed.

Credit Card Payments All credit card payments will be assessed a surcharge not to exceed 3%.

Quote
Quote number: 7200219
Date: 07/21/2026

GA11P 125 Floor Mount

Oil-Injected Rotary Screw Compressor



Part #: 8153136911

TECHNICAL SPECIFICATIONS	
Horsepower	15
Motor (v/ph/hz)	Tri-V/3/60
Pressure (PSI)	125
Capacity (acfm)	56.8
Air Outlet	3/4"
L x W x H (in)	46x31x58
Weight (lbs)	693

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Quote
Quote number: 7200219
Date: 07/21/2026

CD+ 55-40F

Quality Air



Part #: 8102365478

TECHNICAL SPECIFICATIONS	
Motor (v/ph/hz)	115/1/60
CFM @ 101.5psi	111.2
CFM @ 125psi	133.0
CFM @ 150psi	157.0
Air Outlet	1"
L x W x H (in)	16x36x59
Weight (lbs)	282.0

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

OSC 85 CLAY

Quality Air



Part #: 8102046748

TECHNICAL SPECIFICATIONS	
Max Compressor Capacity CFM	224
Max Dryer Capacity CFM	180

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

FX150N

Quality Air



Part #: 8102229457

TECHNICAL SPECIFICATIONS	
Motor (v/ph/hz)	460/3/60
CFM @ 100psi	318.0
CFM @ 125psi	341.9
CFM @ 150psi	365.5
Air Outlet	2" NPT
L x W x H (in)	39x31x36
Weight (lbs)	319.0

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Quote
Quote number: 7200219
Date: 07/21/2026
10/21

DD145+ inPASS



Quality Air

Part #: 8102372214

TECHNICAL SPECIFICATIONS	
Grade	DD+
100psi CFM	307.0
125psi CFM	346.3
150psi CFM	383.7
Air Outlet	1 1/2"
Weight (lbs)	12.4

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Quote
Quote number: 7200219
Date: 07/21/2026
11/21

PD145+ inPASS



Quality Air

Part #: 8102372364

TECHNICAL SPECIFICATIONS	
Grade	PD+
100psi CFM	307.0
125psi CFM	346.3
150psi CFM	383.7
Air Outlet	1 1/2"
Weight (lbs)	12.4

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Quote
Quote number: 7200219
Date: 07/21/2026

CD+105-40F

Quality Air



Part #: 8102365502

TECHNICAL SPECIFICATIONS	
Motor (v/ph/hz)	115/1/60
CFM @ 101.5psi	222.0
CFM @ 125psi	266.0
CFM @ 150psi	314.0
Air Outlet	1.5"
L x W x H (in)	22x37x59
Weight (lbs)	474.0

Product Brochure

Technical Data

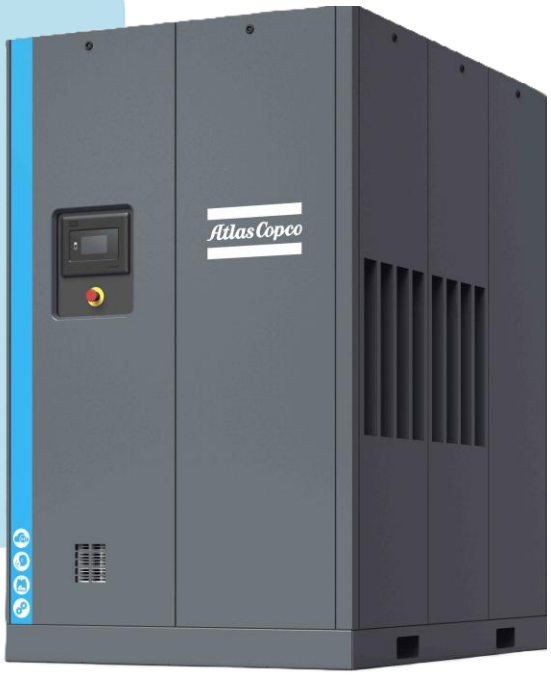
Click the icons to learn more

Dimensional Drawing

Installation Guide

GA37 AP 125 460V

Oil-Injected Rotary Screw Compressor



Part #: 8153661124

TECHNICAL SPECIFICATIONS	
Horsepower	50
Motor (v/ph/hz)	460/3/60
Pressure (PSI)	125
Capacity (acfm)	236
Air Outlet	1 1/2"
L x W x H (in)	52x35x71
Weight (lbs)	1713

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

BD150+ASME - 40F

Quality Air



Part #: 8102309898

TECHNICAL SPECIFICATIONS	
100psi CFM	317.0
125psi CFM	380.4
150psi CFM	447.0
L x W x H (in)	52x38x67
Weight (lbs)	1027.0

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

OSC 1250 CLAY

Quality Air



Part #: 8102046789

TECHNICAL SPECIFICATIONS	
Max Compressor Capacity CFM	3310
Max Dryer Capacity CFM	2647

Product Brochure

Technical Data

Click the icons to learn more

Dimensional Drawing

Installation Guide

Standard Terms and Conditions of Sale

1. GENERAL – As used herein, "Atlas Copco" means Atlas Copco Compressors LLC, or its applicable division, which is offering or supplying the Goods. "Purchaser" means the entity to which Atlas Copco's offer is made or the entity purchasing the Goods from Atlas Copco. "Equipment" means equipment, product, furnished to Purchaser by Atlas Copco. "Component" shall mean spare part, equipment component, accessory and similar items furnished by Atlas Copco. Equipment and Component and associated services shall be collectively referred to as "Goods". "Affiliates" shall mean Atlas Copco AB and its wholly-owned subsidiaries. Atlas Copco's sale of any Goods is expressly conditioned on Purchaser's assent to these Standard Terms and Conditions of Sale ("Terms"). Any acceptance of Atlas Copco's offer is expressly limited to acceptance of these Terms. Any terms or conditions (previously, contemporaneously, or hereafter) provided by Purchaser which add to, vary from, or conflict with these Terms are hereby expressly objected to. Unless otherwise expressly agreed in writing by a duly authorized representative of Atlas Copco these Terms supersede all other communications and agreements and notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser. Orders shall be subject to acceptance at Atlas Copco Compressors LLC's principal corporate offices in Rock Hill, South Carolina.

2. DELIVERY – Unless otherwise agreed in writing, Goods manufactured, assembled or warehoused in the continental United States are delivered F.O.B. shipping point, and Goods shipped from outside the continental United States are delivered F.O.B. point of entry. Where the scheduled delivery of Goods is delayed by Purchaser or by reason of any of the events of force majeure referred to in Section 6, Atlas Copco may move such Goods to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Atlas Copco reserves the right to make delivery in installments. Claims for damage, shortage or errors in shipping must be reported to Atlas Copco within three (3) business days following delivery to Purchaser along with photo and documentary evidence. The burden of proof is on the Purchaser to clearly establish the extent of the damage or shortage. If no claim is received within three (3) business days, Purchaser shall be deemed to have irrevocably accepted the Goods.

3. SECURITY AND RISK OF LOSS – Upon request from Atlas Copco, Purchaser agrees to execute a security agreement covering the Goods sold or other assets and to perform all acts which may be necessary to perfect and assure a security position of Atlas Copco. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, the risk of loss or damage shall pass to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage upon receiving inspection, whichever occurs first.

4. PRICES –

a. Prices shall be as stated on Atlas Copco's quotation, which shall be valid for thirty (30) days unless otherwise specified. The price does not include any taxes or any other governmental charges, unless specifically listed as separate line items. Purchaser is responsible for all applicable taxes and governmental charges (except any taxes on Atlas Copco's income). Atlas Copco will accept a valid exemption certificate from Purchaser, if applicable.

b. Quoted prices are firm for shipments scheduled not more than 360 days from an acknowledged purchase order date. If shipments are scheduled beyond 360 days from the purchase order date or if shipments are delayed for the convenience of Purchaser beyond 360 days from the purchase order date, the quoted price are subject to an adjustment at Atlas Copco's sole discretion.

c. In the event when purchase order is issued by Purchaser, there is substantial impact on the previously quoted price due to new tariffs, taxes, duties or charges imposed by any governmental authority on the importation of Goods and/or sub-components of Goods (collectively "tariffs"), the parties will negotiate in good faith any resulting price increase. In the event that new tariffs are imposed after Atlas Copco's acceptance of purchase order, Atlas Copco shall have the right to adjust the prices of such Goods to reflect the additional costs incurred due to the new tariffs. Atlas Copco shall notify Purchaser in writing of any new tariffs imposed and the corresponding price adjustment within thirty (30) days of the imposition of such tariffs. Both parties agree to act in good faith and cooperate fully to implement the price adjustment in a fair and equitable manner, consistent with the terms of this agreement and applicable laws and regulations.

d. This agreement applies to new Goods only. Purchases of used equipment shall be on terms to be agreed upon at time of sale to Purchaser.

5. PAYMENT – Unless otherwise specified, payment terms shall be due thirty (30) days upon receipt of invoice. Orders with shipping location outside the U.S. require advance payment in full prior shipping. Progress payments shall be defined by Atlas Copco in a written quotation. All credit card payments will be assessed a surcharge not to exceed 3%. If Purchaser fails to pay any invoice when due, Atlas Copco may defer deliveries under this or any other agreement with Purchaser, except upon receipt of satisfactory security for or cash in payment of any such invoice. A service charge of the lesser of 12% per annum calculated monthly or the highest rate permitted by applicable law shall be charged on all overdue accounts. Failure to pay invoices when due shall, at the option of Atlas Copco, constitute a default. In addition to all other remedies Atlas Copco may have under these conditions of sale or applicable law, Atlas Copco shall be entitled to suspend delivery of any Goods. Purchaser shall reimburse Atlas Copco for all costs incurred in collecting any late payments, including, without limitation, attorney's fees. If, in the reasonable judgment of Atlas Copco, the financial condition of Purchaser at any time prior to delivery does not justify the terms of payment specified, Atlas Copco may require payment in advance or cancel any outstanding order, whereupon Atlas Copco shall be entitled to receive reasonable cancellation charges. In the event Purchaser changes the shipping location to one outside the U.S., payment must be received in full prior to shipping. If delivery is delayed by Purchaser, payment shall become due on the date Atlas Copco is prepared to make delivery. Should manufacture be delayed by Purchaser, pro rata payments shall become due if and to the extent required at Atlas Copco by its contracts with the manufacturer. All installment deliveries shall be separately invoiced and paid for without regard to subsequent deliveries. Delays in delivery or non-conformities in any installment shall not relieve Purchaser of its obligations to accept

any pay for remaining installments. In the event Purchaser directs Atlas Copco to submit invoices and makes payments via an on-line portal, invoices may include an administrative fee.

6. FORCE MAJEURE – Except of Purchaser's payment obligations hereunder, neither party is liable for loss, damage, detention, or delay, or be deemed to be in default from causes beyond its reasonable control including but not limited to acts of God, fire, flood, strike or other concerted action of workmen, acts of terrorism, act or omission of any governmental authority, changes in import or export regulations, insurrection or riot, embargoes, sanctions, epidemics, pandemics, materials shortages or substantial increases in materials costs. The affected party shall provide prompt notice of a force majeure event and shall use commercially reasonable efforts to mitigate its effects. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to make for the period caused by a force majeure event.

7. WARRANTY –

a. **Equipment**: Atlas Copco warrants that all stationary compressors, compressed air dyers, and other equipment manufactured by Atlas Copco and Affiliates shall be free of defects in design, material and workmanship for a period of fifteen (15) months from date of shipment to Purchaser, or twelve (12) months from date of initial start-up, whichever occurs first, except as otherwise set out in the quotation. In the event Goods are put into storage due to Purchaser's inability to take delivery, the above warranty starts on the day of delivery into storage.

b. **Component**: Atlas Copco warrants that all Components shall be free from defects in design, material and workmanship for a period of six (6) months from the date of shipment to Purchaser or the date it is mounted.

c. **Service**:

I. **Labor**: Atlas Copco warrants that any services performed by Atlas Copco in connection with the sale, installation, servicing or repair of a Good shall be performed in a workmanlike manner. If any nonconformity with this warranty appears within thirty (30) days after the services are performed, the exclusive obligation of Atlas Copco shall be to re-perform the services in a conforming manner.

II. **Repairs**: Atlas Copco warrants Goods repaired or replaced pursuant to the above warranty against defects in design, workmanship and material for a period of ninety (90) days from date of start-up of such repaired or replaced Goods or the expiration of the original warranty, whichever is longer.

d. Should any failure to conform with this warranty appear prior to or after shipment of the Good to Purchaser during the specified periods under normal and proper use and provided the Good has been properly stored, installed, handled and maintained by the Purchaser, Atlas Copco shall, if given prompt written notice by Purchaser, repair or replace, the non-conforming Good or authorize repair or replacement by the Purchaser at Atlas Copco's expense. Replaced Goods become the property of Atlas Copco.

e. When the nature of the defect is such that it is appropriate in the judgment of Atlas Copco to do so, repairs will be made at the site where the Good is located. Repair or replacement under applicable warranty shall be made at no charge for replacement parts (F.O.B. Atlas Copco Warehouse), warranty labor, serviceman transportation and living costs, when work is performed during normal working hours (8 a.m. to 4:30 p.m. Monday through Friday, exclusive of holidays). Labor performed at other times will be billed at the overtime rate then prevailing for services of Atlas Copco personnel.

f. The Atlas Copco warranty does not extend to Goods not manufactured by Atlas Copco or Affiliates. As to such Goods, Purchaser shall be entitled to proceed only upon the terms of that particular manufacturer's warranty. The Atlas Copco warranty does not apply to defects in material provided by Purchaser or to design stipulated by Purchaser. The above warranties do not cover (a) normal wear and tear of the Goods; (b) damage or accidents resulting from abuse, misuse, or the negligent acts of persons not under the reasonable control of Atlas Copco; (c) damage to equipment caused by the failure of the Purchaser to follow Atlas Copco's written storage and maintenance instructions; and (d) failure of the Purchaser to have the startup performed by an Atlas Copco authorized service provider for Goods that require such start-up.

g. Used Goods, Goods not manufactured by Atlas Copco or Affiliates and Goods excluded from the above warranties are sold AS IS with no representation or warranty.

h. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL OR IMPLIED, AND ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS ARE HEREBY DISCLAIMED. Correction of nonconformities as provided above shall be Purchaser's exclusive remedy and shall constitute fulfillment of all liabilities of Atlas Copco (including any liability for direct, indirect, special, incidental or consequential damage) whether in warranty, strict liability, contract, tort, negligence, or otherwise with respect to the quality of or any defect in Goods or associated services delivered or performed hereunder.**

8. **ORDER HOLDS –** In the event that: (a) the Purchaser places an order on hold for a period of up to sixty (60) calendar days from the hold notification; or (b) Atlas Copco places an order on hold due to failure by Purchaser to pay any "milestone payment" when due and such failure remains un-remedied for a period of five (5) business days; then the Purchaser agrees to pay a storage fee of two percent (2%) of the total order value per week until the hold is removed. If the length of such hold exceeds sixty (60) calendar days, Atlas Copco may, at its option and at any time thereafter, terminate the contract and recover cancellation charges set forth below ("Cancellation Schedule"). Any fees, charges, and assessments due under this Section 8 are liquidated damages intended to be a reasonable advance estimate of costs resulting from an order placed on hold and not a penalty. Additionally, Atlas Copco is not liable for delays in performance of the work due to orders placed on hold, and Atlas Copco's time for performance of the work will be extended for a period equal to the time lost by reason of such delay.

9. STORAGE FEE – If Purchaser is not able to accept delivery on the date agreed to by the parties, Purchaser will pay Atlas Copco a storage fee equivalent to one and one half percent (1.5%) of the total order value per calendar month or fraction thereof (calculated and charged on a per day basis) until the date of delivery ("Storage Fee"). Additionally, if Atlas Copco is performing installation services and at the time of delivery Buyer's location is not ready or is unsafe for installation, Atlas Copco reserves the right to

postpone or to discontinue work. In such event, Atlas Copco many charge Purchaser an amount equivalent to the Storage Fee until such time that the location is ready and safe for installation, as determined by Atlas Copco.

10. LIMITATION OF LIABILITY – IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE GOODS OR FACILITIES, DOWNTIME COST, OR DELAY COSTS. EXCEPT AS PROVIDED IN SECTION 14, PATENT INDEMNITY AND LIABILITIES WHICH CANNOT BE LIMITED OR EXCLUDED BY APPLICABLE LAW, ATLAS COPCO'S LIABILITY ON ANY CLAIM WHETHER IN WARRANTY, STRICT LIABILITY, CONTRACT, TORT, NEGLIGENCE OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, OR RELATED TO THIS CONTRACT OR THE PERFORMANCE OR BREACH THEREOF, SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE SERVICE, GOOD OR PART THEREOF WHICH GIVES RISE TO THE CLAIM. All causes of action against Atlas Copco arising out of or relating to this contract or the performance hereof shall expire unless brought within one year of time of accrual thereof.

11. CONFIDENTIALITY – Atlas Copco and Purchaser (as to information disclosed, the "Disclosing Party") may each disclose Confidential Information to the other party hereto (the "Receiving Party"). "Confidential Information" shall mean all information related to the business, products, or services of the Disclosing Party that is not generally known to the public, and all pricing and terms of the contract, provided that the obligations of this Section shall not apply as to any portion of the Confidential Information which: (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party, its representatives or its affiliates, or (ii) has been or is subsequently independently developed by the Receiving Party, its representatives or affiliates, without reference to the Confidential Information, or (iii) is required to be disclosed by law or valid legal process provided that the Receiving Party who intends to make such disclosure shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information. The Receiving Party agrees, except as otherwise required by law: (i) to use the Confidential Information only as the Disclosing Party intended it to be used by the Receiving Party in connection with providing or receiving the Good, and (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except disclosure to its employees to the extent necessary to facilitate providing or receiving Goods. Upon the Disclosing Party's request, the Receiving Party shall destroy or return to Disclosing Party all copies of Confidential Information. If either party or any of their respective affiliates or representatives is required or requested by subpoena, interrogatories, or similar legal process to disclose any Confidential Information, such party agrees to provide the Disclosing Party with prompt written notice of such request, so that the Disclosing Party may seek an appropriate protective order or waive compliance by the Receiving Party with the provisions herein. It is understood and agreed that this Section 9 survives any expiration/termination of the contract.

12. **INTELLECTUAL PROPERTY** – As between Atlas Copco and Purchaser, Atlas Copco shall retain and own all patents, copyright, trademarks, trade secrets, and other intellectual property embodied in or associated with the Good. Without limiting the generality of the foregoing, Atlas Copco shall retain and own all right, title and interest in and to all inventions, discoveries, know-how, works of authorship, drawings, designs, processes, and ideas developed, discovered or conceived by Atlas Copco or its employees in connection with the manufacture of the ordered Goods. No drawings, designs, or anything else provided by Atlas Copco shall be deemed to be "work made for hire" as that term is used in connection with the U.S. Copyright Act.

13. **SOFTWARE** – In the event the Good contains or otherwise includes software, the software shall remain the proprietary property of Atlas Copco (and/or its Affiliates or licensors, if applicable), and in no event shall title thereto be sold or transferred to Purchaser. Subject to Purchaser complying with these Terms, Purchaser is granted a non-exclusive, non-transferable license to properly use the software in machine readable object code form only. Any license so granted is limited to the proper use of the Good containing the software only in the manner authorized by Atlas Copco. Purchaser shall not sublicense the software to any other entity nor assign its license rights. Notwithstanding the above, in the event Purchaser transfers (in compliance with all applicable laws and regulations) title to any Good containing the software, the license granted hereby shall transfer to Purchaser's transferee. Any license granted hereunder shall continue: (i) until terminated in accordance with this contract, or (ii) for the useful life of the Good in which the software is embedded or is otherwise an integral part, or (iii) for the useful life of the software, whichever is shorter. Any modification, alteration, or removal or unauthorized use of the software constitute a breach of this contract and shall automatically terminate any license granted hereby. Purchaser shall not (and shall not permit any third party to) create derivative works based on the software, or reverse engineer, or disassemble or decompile the software, or transfer, copy, or modify, the software. In the event a separate written applicable Atlas Copco-provided Software License is provided with the Good, specified in Atlas Copco's quotation, and/or otherwise communicated to Purchaser, then the software shall be governed, in order of precedence, by the terms of the separate Software License and then by any non-conflicting terms hereof.

14. PATENT INDEMNITY – Atlas Copco agrees to defend, indemnity and hold harmless Purchaser for a claim by any third party alleging that any Good or service furnishes by Atlas Copco hereunder infringes any United States patent, trademark, or copyright. Atlas Copco's obligations in this Section are conditioned upon Purchaser promptly (i) notifying Atlas Copco in writing of the third party's claim; (ii) giving Atlas Copco full authority to control the defense and settlement of the suit or proceeding; and (iii) providing Atlas Copco with full information and reasonable assistance at Atlas Copco's expense. Atlas Copco shall ensure that no such settlement intending to bind Purchaser shall be entered into without Purchaser's prior written consent, which consent shall not be unreasonably withheld or delayed. In case the Good (or any portion thereof) as a result of any suit or proceeding so defended is held to constitute infringement or its use by Purchaser is enjoined, Atlas Copco will, at Atlas Copco's option and expense: (i) procure for Purchaser the right to continue using the Good; (ii) replace the Good with substantially equivalent non-infringing Good; (iii) modify the Good so it becomes non-infringing; or (iv) take back the Good and refund or credit monies paid by Purchaser to Atlas Copco for such Good less a reasonable allowance for use. Atlas Copco will have no duty or obligation to Purchaser under this Section to the extent that the Good is (i) supplied according to Purchaser's design or instructions wherein compliance therewith has caused Atlas Copco to deviate from Atlas Copco's normal designs or specifications, (ii) modified, (iii) combined with items, systems, methods, or processes not furnished by Atlas Copco and by reason of said design, instruction, modification, or combination a claim is brought

against Purchaser. If by reason of such design, instruction, modification or combination, a claim is brought against Atlas Copco or its Affiliate, Purchaser shall protect Atlas Copco and its Affiliate in the same manner and to the same extent that Atlas Copco has agreed to protect Purchaser under the provisions above in this Section. THIS SECTION 14 STATES ATLAS COPCO'S AND ITS AFFILIATES' EXCLUSIVE LIABILITY FOR INFRINGEMENT OF ANY THIRD PARTY'S PATENT, COPYRIGHT AND/OR TRADEMARK.

15. SMARTLINK – Equipment may include a data monitoring service called SMARTLINK. If Equipment includes the SMARTLINK service, the transmission of data to Atlas Copco is intended to start when Equipment has been properly installed, regardless of whether Purchaser registers to use the SMARTLINK service. Atlas Copco shall own all data related to the SMARTLINK service, and the data received by Atlas Copco may be used by Atlas Copco and certain third party distributors and contractors for the purpose of potentially increasing overall customer service and for other commercial purposes. Purchaser acknowledges that the use of the SMARTLINK service is provided "as is", that use of the service is entirely at Purchaser's risk, and that Atlas Copco may discontinue the SMARTLINK service at any time. Purchaser may request discontinuance of the SMARTLINK service at any time. The use of the SMARTLINK service by Purchaser may require registration by Purchaser as requested by Atlas Copco.

16. TERMINATION – Any order or contract may be cancelled by Purchaser only upon payment of reasonable charges (including an allowance for profit) based upon costs and expenses incurred, and commitments made by Atlas Copco, which are further set out in the Cancellation Schedule below.

17. COMPLIANCE WITH LAWS – Both parties shall comply with all applicable local, state and federal and international laws and regulations, including foreign trade and customs requirements or any embargos or other sanctions. Goods, technical data, technology, software, and services provided by Atlas Copco to Purchaser shall at all times be subject to all applicable export control laws and regulations, including but not limited to applicable U.S. Export Administration Regulations, United Nations resolutions and European Union directives relating to trade embargoes and restrictions. Purchaser agrees and warrants that no Goods, parts, materials, services, technical data, technology, software or other technical information or assistance furnished by Atlas Copco, or any good or product resulting therefrom, shall be used for any purpose connected with chemical, biological or nuclear weapons, or missiles capable of delivering such weapons or exported or re-exported by Purchaser or its authorized transferees, if any, directly or indirectly, in violation of any law or regulation. Purchaser agrees and warrants that Purchaser shall not violate or cause Atlas Copco to violate the U.S. Foreign Corrupt Practices Act of 1977 (as amended), in connection with any sale of the Goods. In the event Atlas Copco's performance under the order or any part thereof or related to it, is prevented by any impediments arising out of applicable local and/or international foreign trade and customs requirements or any embargos or other sanctions, Atlas Copco shall have the right to terminate the order or any part thereof or related to it, without any further liability, with immediate effect and without prior notice to Purchaser.

18. U.S. GOVERNMENT CONTRACTS – If the Goods are to be used in the performance of a U.S. Government contract or subcontract, Purchaser expressly agrees to notify Atlas Copco in writing in connection with Purchaser's order. Further, if the Goods are to be used in the performance of a U.S. Government contract or subcontract, only those clauses of the applicable U.S. Government procurement regulations which are mandatorily required by federal statue to be included in this contract shall be incorporated herein by reference.

19. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS** – If applicable to this contract, Atlas Copco and Purchaser shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, veteran status or disability.

20. REMEDIES – The remedies expressly provided for in these Terms shall be in addition to any other remedies, which Atlas Copco may have under the Uniform Commercial Code or other applicable law.

21. CHOICE OF LAW – The validity, performance, and all other matters arising out of or relating to the interpretation and effect of these Terms and/or the contract shall be governed by and construed in accordance with the internal laws of the U.S. state in which Atlas Copco's applicable sales or service facility is located without giving effect to any choice or conflict of law provision or rule (whether in such State or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of such State. Atlas Copco and Purchaser expressly agree that the United Nations Convention on International Sale of Goods shall not apply.

22. MISCELLANEOUS –

a. Typographical and/or clerical errors in Atlas Copco's quotations are subject to Atlas Copco's correction.

b. Purchaser's issuance of an order or Purchaser's receipt of the Goods from Atlas Copco shall constitute full acceptance of these Terms without prejudice to any other manner in which acceptance of these Terms may be evidenced.

c. **THESE TERMS CONTAIN THE ENTIRE AGREEMENT BETWEEN ATLAS COPCO AND PURCHASER WITH RESPECT TO TERMS AND CONDITIONS AND SUPERSEDE ALL PREVIOUS OR CONTEMPORANEOUS STATEMENTS, AGREEMENTS, AND REPRESENTATIONS WITH RESPECT TO TERMS AND CONDITIONS.** These Terms cannot be superseded, amended, or modified except by an applicable negotiated agreement signed in handwriting by an authorized sales manager of Atlas Copco and an authorized representative of Purchaser containing terms and conditions substantially similar to the terms and conditions of these Terms. Any order issued by Purchaser to Atlas Copco is for Purchaser's internal purposes and no term or condition stated in such document shall modify these Terms. Atlas Copco's execution of any document issued by Purchaser shall constitute only an

acknowledgment of receipt thereof, and shall not be construed as an acceptance of any of the terms or conditions therein that differ from, conflict with, or add to these Terms.
d. Neither party shall assign or transfer the contract without the prior written consent of the other party (which consent shall not be unreasonably withheld); any purported assignment in violation of this sentence shall be void. Irrespective of the foregoing, Atlas Copco may without consent assign the contract (or any of rights or obligations hereunder) to any of its affiliates and/or use sub-contractors.
e. The provisions of these Terms are severable and the invalidity or unenforceability of any provision hereof shall not affect the validity or enforceability of any other provision.
f. Neither party's failure to enforce, or its waiver of a breach of, any provision contained in these Terms shall constitute a waiver of any other breach or of such provision.
g. All headings, captions and numbering in this document are for convenience of reference only and shall not be used to interpret any meaning of any terms or condition.
h. The parties are independent contractors under this contract and no other relationship is intended including, without limitation, any partnership, franchise, joint venture, agency, employer/employee, fiduciary, master/servant relationship, or any other special relationship.
i. All rights and obligations contained in these Terms, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of the order/contract will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns.

PAYMENT TERMS

Unless expressly agreed to in writing on a specific contract or order, subject to credit approval, our standard payment terms are:

For orders under $150,000 the payment terms shall be **Net 30 days** from date of shipment.

For orders over $150,000 or with lead times greater than six months the following terms shall apply:

1. Domestic Shipments

A. 30% of order value 30 Days from date of customer's purchase order.
B. 30% of order value after passage of 1/3 of the time from date of customer's order to the originally scheduled shipment date.
C. 30% of order value after passage of 2/3 of the time from date of customer's order to the originally scheduled shipment date.
D. 10% of order value, net 30 days from date of shipment.

In those cases where progress payments are required, all work on the order will cease if payment is not received in accordance with the payment schedule.

2. Export Shipments

All export shipments shall be paid in full prior to shipment except when purchaser procures an irrevocable letter of credit in favor of Atlas Copco Compressors LLC, from a U.S. federally insured bank or lending institution.

Should the order fall in a category that requires progress payments, the letter of credit shall be arranged to release payment in accordance with the agreed payment schedule.

3. Payment Retention

Payment retention will not be allowed. If required, a bank guarantee can be furnished at Atlas Copco's expense in lieu of retention.

4. Credit Approval

All terms are subject to credit approval by Atlas Copco Compressors LLC.

CANCELLATION SCHEDULE

Definitions:
Standard Stocked Equipment - equipment as shown in the current catalog and available for shipment from the US Distribution Center.
Standard Non-Stocked Equipment - equipment as shown in the current catalog but not currently stocked at the US Distribution Center.
Engineered Equipment - equipment requiring customized features not shown in the current catalog.

Orders for Standard Stocked Equipment
* 20% of equipment price

Orders for Standard Non-Stocked Equipment
A) Prior to release for manufacturing:
* 20% of equipment price

B) After production has started:
* 40% of equipment price

C) After production has been completed:
* 60% of equipment price

Orders for Engineered Equipment
A) Prior to release for manufacturing:
* 20% of the purchase price

B) After production has started
* 40% of the base compressor price
* 40% of optional equipment of purchased materials will be charged

C) After production has completed
* 60% of the base compressor price
* 100% of optional equipment

The parties acknowledge and agree that in the event of early termination Atlas Copco will suffer a substantial injury for which it is impracticable and extremely difficult to establish actual damages. The recovery of termination charges is not a penalty and is reasonable in light of the difficulty and non-feasibility of obtaining the actual costs.

Accepted by: _____ Date: _____

Name: _____ Title: _____ Company: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: WWTP Improvement Project Construction Phase Engineering ~ Black & Veatch (Gaithersburg, MD) $2,841,509

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_BLACK_VEATCH_WWTP_PHASE_I_CONSTRUCTION.pdf	CONSENT WWTP PHASE I CONSTRUCTION ENG
BUDGET_TRANSFER_WORKSHEET_FY2027_B_V_ENG_SVC.pdf	BUDGET TRANSFER WORKSHEET
Phase_1_Improv_CPS_Scope_and_Fee_10.09.2026.pdf	WWTP PHASE 1 SCOPE AND FEE
Ex_B_Hagerstown_Final_Rate_Sheet_2026_w_Inspection.pdf	RATE SHEET

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

ACCOUNT SUMMARY		BUDGET TRANSFER BLACK AND VEATCH PHASE 1 CONSTRUCTION SERVICES			Oct-26	
ACCOUNT		5474001-5306	5474001-5307	5485001-C0004	5485001-C0712	5485001-C0832
BUDGET		$ 2,710,000.00	$ 250,000.00	$ 735,000.00	$ 3,000,000.00	$ 500,000.00
CASH FUNDED		$ 2,710,000.00	$ 250,000.00	$ 735,000.00	$ 3,000,000.00	$ 500,000.00
ACTUAL		$ (2,753.75)	$ (465.74)		$ (18,725.18)	$ -
ENCUMBRANCES	FY26	$ (2,661,464.61)	$ -	$ (19,995.00)	$ (1,097,601.37)	$ -
PREVIOUS BUDGET TRANS		$ -	$ -	$ (330,000.00)		$ -
AVAILABLE		$ 45,781.64	$ 249,534.26	$ 385,005.00	$ 1,883,673.45	$ 500,000.00
BUDGET TRANSFER		$ 1,845,000.00	$ (245,000.00)	$ (200,000.00)	$ (1,000,000.00)	$ (400,000.00)
NEW ACCT BALANCE		$ 1,890,781.64	$ 4,534.26	$ 185,005.00	$ 883,673.45	$ 100,000.00

Black & Veatch Corporation
9801 Washingtonian Blvd
Gaithersburg, MD 20878
BaldwinB@bv.com | 571-366-6953

October 9, 2026

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

Subject: City of Hagerstown Wastewater Treatment Plant Improvements Phase 1 – Construction Phase Services

Dear Ms. Hausrath:

Black & Veatch is pleased to submit the enclosed scope of work and budget for construction phase services for the City of Hagerstown Wastewater Treatment Plant Improvements Phase 1 project. The proposed services will provide project and engineering management, construction administration, submittal and request-for-information reviews, payment application review, record drawings, full-time resident project representation, special inspections, change management, and technical support for construction issues.

The scope also includes construction phase support for the demolition contract, design and implementation support for the planned fiber-loop change order, an updated Plant O&M Manual, and startup and commissioning assistance. These services are intended to support the City throughout construction, facilitate coordination among the City, Contractor, and project team, and help confirm that the completed work is consistent with the contract documents and intended facility performance.

Black & Veatch proposes to provide the services on a time-and-materials basis for a not-to-exceed amount of $2,841,509, in accordance with the enclosed scope, assumptions, and fee information. We appreciate the opportunity to continue supporting the City on this important project and look forward to working with you during construction.

Very truly yours,

Black & Veatch Corporation

E. Baldwin

Betsy Baldwin, P.E.
Project Manager

Enclosures:
Exhibit A: Scope of Work
Exhibit B: 2026 Billing Rates
Exhibit C: Fee Sheet

AGREEMENT FOR ENGINEERING SERVICES

EXHIBIT A

CONTRACT AMENDMENT NO. 3 - HAGERSTOWN WWTP IMPROVEMENTS DETAILED DESIGN CONSTRUCTION PHASE SERVICES

Background and Purpose

The City of Hagerstown (OWNER) has asked Black & Veatch (ENGINEER) to design various improvements to the Hagerstown Wastewater Treatment Plant (WWTP).

The goal of this project is to rehab, replace, and modify the various processes listed herein to improve reliability, functionality, flexibility, and safety of WWTP processes and operations. The Hagerstown WWTP has a rated capacity of eight (8) MGD and a peak day capacity of thirty (30) MGD. The project will include improvements to several areas/processes of the WWTP to provide treatment of the rated and peak capacity flows.

The purpose of this amendment is for the ENGINEER to provide engineering services during the construction of the WWTP Improvement Phase 1. The project includes the following work:

- Headworks Facility Upgrades, including two (2) new center-flow screens, a small heated building around the screening channels, and replacement of the gates.
- Replacement of two (2) plant drain plug valves downstream of the Headworks
- Two (2) In-Plant Pumps and Gate Replacement in the diversion chamber
- Process Optimization for Nutrient Removal Improvements
  - Nitrate based Internal Mixed Liquor Recirculation (IMLR) control
  - Enhance phosphorus removal reliability through new chemical feed facility and abandon in place the existing Ferric Chloride Storage Tank
- Replacement of three (3) RAS Pumps and addition of one (1) WAS Pump in the Operations Building Basement
- Modification of Primary Sludge Pump discharge piping in the Operations Building Basement
- Replacement of Operations Building Sanitary Sewer Grinder Pumps
- Site Improvements: BNR Concrete Stair Repair and Concrete repair around Headworks
- Electrical Upgrades
- Improvements to the HVAC in the Operations Building
- Rehabilitation of shower and locker room area of the Pelletizer Facility

This amendment also provides engineering services during construction for the WWTP Demolition Project that is planned to occur before the WWTP Improvement Phase 1 project described above.

A. Scope of Services

As part of the Construction Phase services, the Engineer shall provide construction and operational support services to the OWNER with the proposed improvements as outlined in the previous section at the Hagerstown Wastewater Treatment Plant over the course of construction, including pre-construction activities. These are outlined in more detail in the following tasks denoted below.

TASK 1 – PROJECT MANAGEMENT AND ADMINISTRATION

Task 1.01 – Project Management

Perform administrative tasks associated with project management, staffing, invoices, progress reports, and other project management tasks for the project duration.

Task 1.02 – Engineering Management

Perform discipline-management oversight for submittal reviews, RFI reviews, twenty (20) hybrid monthly meetings, eight (8) conference calls or other project-related meetings, project coordination, technical guidance, and other miscellaneous items supporting construction-phase services. This task also includes preparation and distribution of meeting agendas and minutes. This task includes meetings with the OWNER separate from meetings with the Contractor under Task 4.

Task 1.03 – Project Administration

Administration including monthly reporting, invoicing, and schedule management.

Invoices will be completed monthly and will include labor and expenses by month. Black & Veatch shall submit a Monthly Progress Report to the OWNER with each monthly invoice. An electronic copy (PDF) of the invoice and progress report will be submitted.

Task 1.04 - Payment Application Review

Review Contractor payment applications and provide recommendations to the OWNER regarding the acceptability of payments based on observed progress of the Work. Review of twenty-three (23) payment applications has been assumed.

This task includes forty-six (46) hours at two (2) hours on average per review of an anticipated twenty-three (23) Contractor payment applications.

Task 1.05 – Administrative Requirements for the MDE Construction Permit, Environmental Reviews or Loan Closing

Preparation of construction permit requirements, completion of certifications, letters, checklists, or other documents required by MDE for the OWNER to complete loan closing. Services for this task may take place prior to Construction NTP being issues by the OWNER. This task includes a budget of fifty (50) hours.

TASK 2 – SUBMITTAL REVIEWS

Task 2.01 – Submittal Reviews

Receive, log, and review Contractor administrative submittals, certifications, product samples, O&M manuals, and other data, including construction schedules and schedule updates, submitted by the Contractor for review and approval, as requested by the OWNER, for the Phase 1 Improvements project. This amendment assumes four hundred seventy-one (471) total submittal reviews. It is anticipated that ENGINEER will take the lead on this effort with input provided by the OWNER on critical items. Submittals are anticipated to be reviewed and returned within fourteen (14) calendar days from the date of receipt by ENGINEER, except where extenuating circumstances warrant a longer review period such as for major electrical equipment submittals and others. Major electrical submittals may take up to twelve (12) hours for review. All documentation for this item will be through Procore.

Task 2.01 includes two thousand three hundred eighty-two (2,382) total hours at five (5) hours on average per shop drawing review. In addition to the general civil/mechanical review, this also includes reviews from various disciplines including Architectural, Structural, Electrical, Building Mechanical, Instrumentation & Controls and Wastewater Process.

Task 2.02 – RFI Reviews and Responses

Receive, log, and develop responses to the Contractor's Requests for Information (RFIs). Review of two hundred ten (210) RFIs has been assumed. All documentation for this item will be through Procore.

This task assumes nine hundred forty-five (945) total hours at four and one-half (4.5) hours on average per RFI response. Similar to shop drawings and O&M reviews, this includes technical review and input from various disciplines and drawing support.

TASK 3 – RECORD DRAWINGS

Task 3.01 – Record Drawings

Prepare electronic record drawings to document changes occurring during the course of

construction, based on Contractor and OWNER red lines as-builts. These drawings will reflect the actual construction performed and will provide a basis for future modifications. Drawing set includes two hundred seventeen (217) sheets. Task includes five hundred ninety-seven (597) total hours at an estimated two and three-quarters (2.75) hours per drawing sheet to complete record drawings. The Record Drawings will also reflect the changes made during the Demolition Contract. A PDF copy and AutoCAD or Revit models of the record drawings will be provided.

TASK 4 – RESIDENT PROJECT REPRESENTATIVE

Task 4.01 – Resident Project Representative

ENGINEER will provide a full-time resident project representative (RPR) to observe the progress of the Work and determine, in general, if the Work is proceeding in accordance with the Phase 1 Improvements Contract Documents. Prepare daily written observation reports. Additionally, this representative will act as a liaison between ENGINEER, CONTRACTOR, and OWNER for tracking progress in the field, any issues occurring, potential changes and change management, and providing overall updates on the construction project. A senior Construction Manager has been planned for coverage of the full-time RPR leave or other absences or instances where inspection is needed beyond normal working hours.

It is anticipated that there will be one (1) RPR on-site, with others providing supplemental coverage during periods of increased construction activity, to help ensure quality control and project documentation. The assumptions for RPR meeting attendance have been noted below.

1. Participate in monthly progress meetings with the OWNER and Contractor. This task assumes twenty (20) monthly meetings.
2. Participate in weekly construction coordination meetings with the City and Contractor. This task assumes one hundred ten (110) weekly meetings.
3. Review Contractor work plans and construction schedule. This task assumes twenty (20) monthly schedule reviews.
4. Review and evaluation of Contractor deviations and change requests. The assumed deviations or changes are described in Task 8.
5. Assist with project closeout, including substantial and final completion inspections, punchlist development and verification, and review of Contractor closeout documentation for general conformance with the Contract Documents.

ENGINEER will provide additional site visits by the design team to monitor the Work, discuss changes, and attend progress meetings. This includes an estimated five (5) visits by the Engineering Manager, as well as visits by the civil/process mechanical engineering team.

A total of four thousand eight hundred ninety-one (4,891) hours are anticipated for site visits.

TASK 5 – DIRECT EXPENSES

Task 5.01 – Expenses

This task provides a budget for travel expenses incurred by the ENGINEER, including the RPR, to visit the site. The following types of visits are anticipated:

a. Engineering Manager

b. Local Civil Process Mechanical

c. Discipline staff

d. Wastewater Process Engineers for Startup

e. RPR

TASK 6 – SPECIAL INSPECTIONS

Task 6.01 – Special Inspections

Third party special inspections are planned to be subcontracted for the testing and construction observation services related to site work, compacted fill and backfill, pavement construction, foundations, cast-in-place concrete, masonry, and structural steel. A total budget of thirty-five thousand dollars ($35,000) is estimated for this task for the Phase 1 Improvements Project.

TASK 7 – DEMOLITION CONTRACT CONSTRUCTION PHASE SERVICES

Under a separate construction contract between the OWNER and a demolition contractor, prior to commencement of the Phase 1 Improvements Contract described in Task 2 – 6, a two (2**)-** month construction period is anticipated for demolition of key areas of the plant to prepare the facility for construction. The ENGINEER will provide the following services during this demolition contract period.

Task 7.01 – Pre-Construction

ENGINEER will attend the pre-construction meeting in person with up to three (3) engineers and prepare the agenda and meeting minutes. The meeting duration is anticipated to be one and one-half (1.5) hours.

Task 7.02 – Inspection and Site Visits

ENGINEER will provide an estimated one hundred eighty (180) hours to observe the progress of the Work and determine, in general, if the Work is proceeding in accordance with the Contract Documents. The engineers will prepare soft copy written observation reports. Additionally, this representative will act as a liaison between ENGINEER, CONTRACTOR, and OWNER for tracking progress in the field, any issues occurring, potential changes and change management, and

providing overall updates on the demolition project.

Task 7.03 – Submittals

Receive, log and review Contractor administrative submittals, certifications, waste management plans and other data, including construction schedules, applications for payment, and schedule updates, submitted for review and approval by the Contractor as requested by the Owner. This task assumes forty-two (42) total submittal reviews. It is anticipated that ENGINEER will take the lead on this effort with input provided by the OWNER on critical items. Submittals are anticipated to be reviewed and returned within fourteen (14) calendar days from the date of receipt by ENGINEER, except where extenuating circumstances warrant a longer review period such as for major electrical equipment submittals and others. All documentation for this item will be through Procore.

Task 2.01 includes one hundred sixty-eight (168) total hours at four (4) hours on average per shop drawing review. In addition to the general civil/mechanical review, this also includes reviews from various disciplines including Architectural, Structural, Electrical, Building Mechanical, and Instrumentation & Controls.

Task 7.04 – Contractor Issues

The ENGINEER shall provide services related to the identification, evaluation, and resolution of construction issues that arise during execution of the Work. Such services shall include interpreting the Contract Documents, evaluating field conditions that differ from those anticipated during design, and providing technical recommendations to facilitate construction progress while maintaining compliance with project requirements.

The Engineer shall investigate design, operational, process, structural, civil, mechanical, electrical, instrumentation, and control system issues identified during construction and shall coordinate with the OWNER, Contractor, and other stakeholders as necessary to develop and implement appropriate resolutions. Services may include field observations, review of contractor-proposed modifications, evaluation of substitutions, constructability assessments, and preparation of sketches, supplemental drawings, technical memoranda, or other documentation required to communicate corrective actions.

The Engineer shall assess the impact of construction issues on project scope, schedule, budget, plant operations, safety, regulatory compliance, and long-term reliability of the wastewater treatment facility.

A budget of ninety-two (92) hours has been anticipated.

Task 7.05 – RFI Review and Response

Receive, log and develop response for Contractor's Request for Information (RFI). Review of ten (10) RFI's has been assumed. All documentation for this item will be through Procore.

This task assumes forty-five (45) total hours at four and one-half (4.5) hours on average per RFI response. Similar to shop drawings and O&M reviews, this includes technical review and input from various disciplines and drawing support to clarifying any drawing items.

TASK 8 – CHANGE MANAGEMENT

Engineer will review Change Proposals and Change Orders to the OWNER, as appropriate, and prepare draft Work Change Directives and Field Orders as requested by OWNER. Engineer will provide draft responses for each change order to the OWNER. Engineer's estimated level of effort is based on twenty-six (26) Field Orders, ten (10) Work Change Directives, twenty (20) Requests for Proposals, and ten (10) Change Orders. A budget of four (4.5) hours is anticipated for each Field Order, Work Change Directive and Change Orders. A budget of five (5) hours is anticipated for review of each Requests for Proposals.
The ENGINEER will provide cost estimates to review change proposals for scope and cost. A total of eighty (80) hours of cost estimating is anticipated for change management.

The estimated change management support described shall support either the Phase 1 Improvements Contract or the Demolition Contract.

Changes shall be limited to those directly related to the Contract Work.

See the additional planned Change Order 1 described in Task 9.

Task 8.01 – Construction Issues

At OWNER's request, Engineer will assist with: (a) evaluating disputes between the Contractor and OWNER during the Phase 1 Improvements project; (b) providing advice and recommendations regarding the resolution of those disputes; and (c) consulting with and advising OWNER on all claims between or among OWNER and Contractor arising from or in connection with the Work.

A budget of one hundred and thirty-two (132) hours has been anticipated.

Task 8.02 – Additional Design Services During Construction

An allowance of $150,006 for additional design services during construction has been budgeted for use upon OWNER approval for changes to the design. Design services may include, but not limited to: additional effort for use on change management related to this project, unanticipated plant equipment or process failures, plant damages due to high flow events or severe weather, or coordination with the scope of other projects impacting the plant process, site or utilities.

TASK 9 – CHANGE ORDER #1

At OWNER request, a new fiber loop around the plant in a ductbank will be designed and issued as an early Change Order during construction. The loop will parallel the routing of the new twelve (12) inch water main loop through the plant. The fiber loop will connect existing communications between the plant PLCs and equipment, including anticipated future addition of security cameras along and within the plant fence. Up to 8 site plan and Instrumentation drawings may be revised to reflect this change. A virtual one hour review meeting will be held with plant staff to confirm connections and routing. This change order is not included in the effort described in Task 8, bringing the total anticipated number of change orders to eleven (11).

A budget of 104 hours is anticipated.

TASK 10 – UPDATED PLANT O&M MANUAL

The Engineer shall review the prior Maryland Department of the Environment (MDE) draft O&M Manual Checklist and initial submittal from November 2026 and evaluate the impacts of the completed plant improvement Phase 1 project on existing operating, maintenance, safety, and process documentation. The ENGINEER shall collect and review available record drawings, equipment submittals, manufacturer documentation, and existing O&M materials, including scanning and digitizing hard-copy O&M manuals that are not currently available in electronic format. Based on this review, the ENGINEER shall update the Plant O&M Manual to reflect current facility conditions, equipment, operating procedures, maintenance requirements, process control strategies, and safety practices.

To improve long-term accessibility and document management, the ENGINEER shall develop a SharePoint site to serve as a centralized repository for the Plant O&M Manual and supporting reference documents. The SharePoint site shall be organized to facilitate document storage, retrieval, and future updates by Utility staff. Upon completion, the ENGINEER shall provide training to Utility personnel on the content, organization, and use of the updated O&M Manual, as well as separate training on administration, maintenance, and future updating of the SharePoint site and associated document library.

A draft Plant O&M will be submitted to the OWNER for review and a 2 hour review workshop with up to three (3) engineers in person and one (1) virtual will be held to receive comments. The OWNER will provide a single set of comments prior to the ENGINEER finalizing the plant O&M update.

A budget of four hundred and fifty-five (455) hours is anticipated.

TASK 11 – STARTUP AND COMMISSIONING

The Engineer shall provide startup and commissioning support services following substantial completion of construction to assist the Owner in achieving successful operation of the new and modified wastewater treatment facilities. Services shall include coordination with the OWNER, Contractor, equipment suppliers, and operations staff to plan, execute, document, and evaluate startup and commissioning activities necessary to demonstrate compliance with the Contract Documents and intended design performance.

The Engineer shall review and monitor commissioning activities, including equipment inspections, functional or demonstration testing, process verification, control system validation, and integrated system startup. The Engineer shall observe testing procedures, review test results, and provide technical recommendations regarding corrective actions required to address deficiencies identified during startup and commissioning.

A budget of one hundred and eighty nine (189) hours is anticipated.

B. Compensation

The Engineer agrees that the total payment of all City-approved tasks described under this Scope of Services shall not exceed two million eight hundred forty one five hundred and nine dollars ($2,841,509). See 2026 Billing Rates in Exhibit B and Change Order Fee Sheet in Exhibit C.

This is a time and materials amendment based on the rates provided in Agreement Exhibit B. Level of effort for this project is included in Agreement Exhibit C. Materials necessary to complete a request will be reimbursed at cost with a valid receipt.

C. Schedule

Construction NTP is anticipated in December 2026 that the project will be completed by November 2028.

Assumptions

1. Work under this Amendment will be at the direction of Owner. Scope and budget are estimated based on our current understanding and anticipation of the requirements. Scope and budget will be adjusted in coordination with the Owner's Project Manager as work progresses.

2. The review of wage rates is not anticipated.

3. Supplemental Services (Not Included in Scope of Work and Shall Require Amendment)

Any work requested by Owner that is not included in one of the items listed in any other

phase will be classified as supplemental services. Supplemental services shall include, but are not limited to:

1. Meetings not mentioned in the above scope with local, State, or Federal agencies to discuss the project.
2. Supplemental engineering work required to meet the requirements of regulatory or funding agencies that become effective subsequent to the date of this agreement.
3. Changes in the general scope, extent, or character of the project, including, but not limited to:
    a. Changes in size or complexity.
    b. Changes in project scope
    c. Method of financing.
    d. Owner's schedule, design, or character of construction.
    e. Revision of previously accepted studies, reports, design documents, or construction contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes, or orders enacted subsequent to the preparation of such studies, reports, documents, or designs; or are required by any other causes beyond Engineer's control.

4. Rights-of-way, easements, or property acquisition services of any kind.
5. Surveying, geotechnical, material testing, or environmental services.
6. Value engineering reviews or services.
7. Assistance in correction of warranty items during the correction period.
8. Revisions of design, drawings, and specifications to incorporate changes arising from value-engineering-type reviews.
9. Additional Construction Phase Services beyond the services scheduled and budgeted herein.
10. Hazardous materials testing and subsequent provisions for hazardous material handling and disposal.
11. Special consultants or independent professional associates requested or authorized by Owner.
12. Preparation for litigation, arbitration, or other legal or administrative proceedings; and appearances in court or at arbitration sessions, in connection with bid protests, change orders or construction incidents.
13. Appearances at public meetings, public hearings, or before special boards.
14. Assistance in financial transactions for the project, except services noted above.
15. Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the Work.

16. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or neglected work by any Contractors, (3) acceleration of the progress schedule involving services beyond normal working hours, (4) default by any Contractor, and (5) failure of the Contractor to complete the Work within the construction Contract Time.

4. Notwithstanding anything to the contrary contained herein, CONSULTANT shall have no liability for advice or assistance gratuitously provided by CONSULTANT or any of its officers, employees, agents or subcontractors but not required pursuant to the contract or as part of the scope of work.

5. ENGINEER will procure PROCOR software for construction administration and provide access to OWNER and CONTRACTOR.

6. Delays in NTP may impact the ability to complete the project by November 2028 and require additional services to complete the construction phase services.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the Parties for the Services specified herein.

IN WITNESS WHEREOF, the Parties have executed this Request for Services, intending to be legally bound.

CITY OF HAGERSTOWN, MD	**BLACK & VEATCH CORPORATION**
By: _____	By: _____
Printed Name: Nancy Hausrath	Printed Name: Kent A. Lackey, PE
Title: Director of Utilities	Title: Senior Vice President
Date: _____	Date: _____

Exhibit B – 2026 Billing Rates

Exhibit C – Fee Sheet

Staffing Summary

	Client Position	SENIOR ENGINEER/PROJECT MANAGER	ENGINEERING MANAGER	PROJECT ASSISTANT	JR PROJECT CONTROLS	JR PROJECT CONTROLS	ENGINEER III	Sr Construction Inspector (Adv)	ENGINEER II	ENGINEER III	ENGINEER III
	Discipline	PM&S - Project Management	EDS - Design/Engineering Management	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	Construction - Field Coordination	Construction - Field Coordination	EDS - Virtual Design & Data Solutions	EDS - Structural	EDS - Architectural
	Sub-Discipline	PM - PM	EM/DM - Gen	PJC - General	Accounting - General	Billing - General	Fld Coord - General	Fld Coord - General	VDDS - Design Coord	Struct - Struct	Arch - Arch
	HOURS\COST TOTALS IN USD $:	**734**	**1,266**	**50**	**50**	**50**	**4,184**	**284**	**551**	**316**	**275**
	MIDPOINT BILLING RATE IN USD:	**$ 291.20**	**$ 265.20**	**$ 156.00**	**$ 150.80**	**$ 150.80**	**$ 202.80**	**$ 317.20**	**$ 182.00**	**$ 202.80**	**$ 202.80**
	CONTRACT TOTALS IN USD $:	**$ 213,740.80**	**$ 335,743.20**	**$ 7,800.00**	**$ 7,540.00**	**$ 7,540.00**	**$ 848,515.20**	**$ 90,084.80**	**$ 100,282.00**	**$ 64,084.80**	**$ 55,770.00**
Task	**Description**										
Task 1	**Task 1 - Project Management & Admin (Ph. 100)**										
1/.01	Project Management	396									
1/.02	Engineering Management		308								
1/.03	Project Billing					50					
1/.04	Project Controls			50							
1/.05	Project Accounting				50						
1/.07	Payment Application Review	25	25								
1/.08	MDE Admin or Loan Closing Document Preparat	17									
	Task 1 Subtotals	**438**	**333**	**50**	**50**	**50**					
Task 2	**Task 2 - Submittal (Ph. 200)**										
2/.02	Structural									220	
2/.03	Architecture										201
2/.04	Electrical/I&C										
2/.05	Building Mechanical										
2/.06	Civil	88	66								
	Task 2 Subtotals	**88**	**66**							**220**	**201**
Task 3	**Task 3 - Record Drawings (Ph. 300)**										
3/.01	Project Management	9									
3/.02	Engineering Management		26								
3/.03	Field										
3/.04	CAD								495		
	Task 3 Subtotals	**9**	**26**						**495**		
Task 4	**Task 4 - Resident Project Rep. (Ph. 400)**										
4/.01	RPR Full-Time						4,070				
4/.02	RPR Part-Time							275			
4/.10	Engineer Site Visits		132								
	Task 4 Subtotals		**132**				**4,070**	**275**			
Task 5	**Task 5 - Direct Expenses (Ph. 500)**										
5/.01	Wilkinson Site Visits										
5/.02	Local Staff Mileage										
5/.03	Discipline staff visit										
5/.04	Startup										
5/.10	Inspector Mileage										
	Task 5 Subtotals										
Task 6	**Task 6 - Special Inspection Sub (Ph. 600)**										
6/.01	Triad - Ph. 1										
	Task 6 Subtotals										

		Staffing Summary									
	Client Position	SENIOR ENGINEER/PROJECT MANAGER	ENGINEERING MANAGER	PROJECT ASSISTANT	JR PROJECT CONTROLS	JR PROJECT CONTROLS	ENGINEER III	Sr Construction Inspector (Adv)	ENGINEER II	ENGINEER III	ENGINEER III
	Discipline	PM&S - Project Management	EDS - Design/Engineering Management	PM&S - Project Controls	PM&S - Project Accounting	PM&S - Project Billing	Construction - Field Coordination	Construction - Field Coordination	EDS - Virtual Design & Data Solutions	EDS - Structural	EDS - Architectural
	Sub-Discipline	PM - PM	EM/DM - Gen	PJC - General	Accounting - General	Billing - General	Fld Coord - General	Fld Coord - General	VDDS - Design Coord	Struct - Struct	Arch - Arch
	HOURS\COST TOTALS IN USD $:	**734**	**1,266**	**50**	**50**	**50**	**4,184**	**284**	**551**	**316**	**275**
	MIDPOINT BILLING RATE IN USD:	**$ 291.20**	**$ 265.20**	**$ 156.00**	**$ 150.80**	**$ 150.80**	**$ 202.80**	**$ 317.20**	**$ 182.00**	**$ 202.80**	**$ 202.80**
	CONTRACT TOTALS IN USD $:	**$ 213,740.80**	**$ 335,743.20**	**$ 7,800.00**	**$ 7,540.00**	**$ 7,540.00**	**$ 848,515.20**	**$ 90,084.80**	**$ 100,282.00**	**$ 64,084.80**	**$ 55,770.00**
Task	**Description**										
Task 7	**Task 7 - Demo RFP CPS (Ph. 800)**										
7/.02	Pre-Con	9					4				
7/.03	Inspection and Site Visits	18					110	9			
7/.04	Submittals	22	18							4	4
7/.05	Contractor Issues	22	18							4	4
7/.06	RFIs		17								
	Task 7 Subtotals	**71**	**53**				**114**	**9**		**8**	**8**
Task 8	**Task 8 - Change Management (Ph. 700)**										
8/.01	Field Orders	22	44								
8/.02	Work Change Directives		31								
8/.03	Review of Change Proposals		66								
8/.04	Estimating for Changes										
8/.05	Change Orders		40								
8/.07	Construction Issues	22	88								
8/.08	Design Services During Construction	33	110						33	44	22
	Task 8 Subtotals	**77**	**379**						**33**	**44**	**22**
Task 9	**Task 9 - Change Order #1 (Ph. 900)**										
9/.01	Develop Fiber Loop Adjacent to 12" Water Line	7	23						23		
	Task 9 Subtotals	**7**	**23**						**23**		
Task 10	**Task 10 - Updated Plant O&M (Ph. 1000)**										
10/.02	Review prior MDE draft		4								
10/.03	Update Plant O&M manual	4	9								
10/.04	Collect and Scan O&Ms not in soft copy										
10/.05	Create Sharepoint site										
10/.06	Provide Training on content		4								
10/.07	Provide Training on maintenance of the site										
	Task 10 Subtotals	**4**	**17**								
Task 11	**Task 2.02 - RFIs (Phase 202)**										
11/.01	RFIs (Task 2.02 in SOW)	22	176							44	44
	Task 11 Subtotals	**22**	**176**							**44**	**44**
Task 12	**Task 11 - Startup (Phase 1100)**										
12/.02	Startup	18	44								
12/.03	RDT Support		17								

Staffing Summary

	Client Position	ENGINEER III	ENGINEER III	ENGINEER II	ENGINEERING MANAGER	SENIOR ENGINEER	PROCESS/TECHNICAL SPECIALIST	CLIENT DIRECTOR	SENIOR ESTIMATOR/ADVISOR	ENGINEER II	JR PROJECT CONTROLS
	Discipline	EDS - Electrical	EDS - Mechanical	EDS - Civil	EDS - Civil	EDS - Civil	PM&S - Project Management	PM&S - Project Management	PM&S - Estimating	EDS - Civil	PM&S - Project Admin Support
	Sub-Discipline	Elec - Low/Medium Voltage	Mech - Buildings - FP	Civil - Site Development	Civil - Treatment Facilities	Civil - Treatment Facilities	Technical Specialist	PM - PD/CD	Estim - General	Civil - Treatment Facilities	Admin - Gen
	HOURS\COST TOTALS IN USD $:	**329**	**305**	**1,227**	**1,072**	**143**	**108**	**22**	**80**	**690**	**33**
	MIDPOINT BILLING RATE IN USD:	**$ 202.80**	**$ 202.80**	**$ 182.00**	**$ 265.20**	**$ 291.20**	**$ 369.20**	**$ 338.00**	**$ 317.20**	**$ 182.00**	**$ 150.80**
	CONTRACT TOTALS IN USD $:	**$ 66,721.20**	**$ 61,854.00**	**$ 223,223.00**	**$ 284,294.40**	**$ 41,641.60**	**$ 39,873.60**	**$ 7,436.00**	**$ 25,376.00**	**$ 125,580.00**	**$ 4,976.40**
Task	**Description**										
Task 1	**Task 1 - Project Management & Admin (Ph. 10**										
1/.01	Project Management							22			33
1/.02	Engineering Management										
1/.03	Project Billing										
1/.04	Project Controls										
1/.05	Project Accounting										
1/.07	Payment Application Review										
1/.08	MDE Admin or Loan Closing Document Preparat			33							
	Task 1 Subtotals			**33**				**22**			**33**
Task 2	**Task 2 - Submittal (Ph. 200)**										
2/.02	Structural										
2/.03	Architecture										
2/.04	Electrical/I&C	165									
2/.05	Building Mechanical		220								
2/.06	Civil			407	407	88	35			408	
	Task 2 Subtotals	**165**	**220**	**407**	**407**	**88**	**35**			**408**	
Task 3	**Task 3 - Record Drawings (Ph. 300)**										
3/.01	Project Management										
3/.02	Engineering Management										
3/.03	Field			35						32	
3/.04	CAD										
	Task 3 Subtotals			**35**						**32**	
Task 4	**Task 4 - Resident Project Rep. (Ph. 400)**										
4/.01	RPR Full-Time										
4/.02	RPR Part-Time										
4/.10	Engineer Site Visits			198	198		18				
	Task 4 Subtotals			**198**	**198**		**18**				
Task 5	**Task 5 - Direct Expenses (Ph. 500)**										
5/.01	Wilkinson Site Visits										
5/.02	Local Staff Mileage										
5/.03	Discipline staff visit										
5/.04	Startup										
5/.10	Inspector Mileage										
	Task 5 Subtotals										
Task 6	**Task 6 - Special Inspection Sub (Ph. 600)**										
6/.01	Triad - Ph. 1										
	Task 6 Subtotals										

		Staffing Summary									
	Client Position	ENGINEER III	ENGINEER III	ENGINEER II	ENGINEERING MANAGER	SENIOR ENGINEER	PROCESS/TECHNICAL SPECIALIST	CLIENT DIRECTOR	SENIOR ESTIMATOR/ADVISOR	ENGINEER II	JR PROJECT CONTROLS
	Discipline	EDS - Electrical	EDS - Mechanical	EDS - Civil	EDS - Civil	EDS - Civil	PM&S - Project Management	PM&S - Project Management	PM&S - Estimating	EDS - Civil	PM&S - Project Admin Support
	Sub-Discipline	Elec - Low/Medium Voltage	Mech - Buildings - FP	Civil - Site Development	Civil - Treatment Facilities	Civil - Treatment Facilities	PM - PM	PM - PD/CD	Estim - General	Civil - Treatment Facilities	Admin - Gen
	HOURS\COST TOTALS IN USD $:	**329**	**305**	**1,227**	**1,072**	**143**	**108**	**22**	**80**	**690**	**33**
	MIDPOINT BILLING RATE IN USD:	**$ 202.80**	**$ 202.80**	**$ 182.00**	**$ 265.20**	**$ 291.20**	**$ 369.20**	**$ 338.00**	**$ 317.20**	**$ 182.00**	**$ 150.80**
	CONTRACT TOTALS IN USD $:	**$ 66,721.20**	**$ 61,854.00**	**$ 223,223.00**	**$ 284,294.40**	**$ 41,641.60**	**$ 39,873.60**	**$ 7,436.00**	**$ 25,376.00**	**$ 125,580.00**	**$ 4,976.40**
Task	**Description**										
Task 7	**Task 7 - Demo RFP CPS (Ph. 800)**										
7/.02	Pre-Con			11							
7/.03	Inspection and Site Visits			62							
7/.04	Submittals	4	4	59						68	
7/.05	Contractor Issues	4	4	22			22				
7/.06	RFIs			17						17	
	Task 7 Subtotals	**8**	**8**	**171**			**22**			**85**	
Task 8	**Task 8 - Change Management (Ph. 700)**										
8/.01	Field Orders			7	42						
8/.02	Work Change Directives										
8/.03	Review of Change Proposals				34						
8/.04	Estimating for Changes								80		
8/.05	Change Orders										
8/.07	Construction Issues				22						
8/.08	Design Services During Construction	66	33	82	138		33				
	Task 8 Subtotals	**66**	**33**	**89**	**236**		**33**		**80**		
Task 9	**Task 9 - Change Order #1 (Ph. 900)**										
9/.01	Develop Fiber Loop Adjacent to 12" Water Line	7		14						7	
	Task 9 Subtotals	**7**		**14**						**7**	
Task 10	**Task 10 - Updated Plant O&M (Ph. 1000)**										
10/.02	Review prior MDE draft										
10/.03	Update Plant O&M manual					22					
10/.04	Collect and Scan O&Ms not in soft copy			35							
10/.05	Create Sharepoint site			22	11						
10/.06	Provide Training on content			18							
10/.07	Provide Training on maintenance of the site			18							
	Task 10 Subtotals			**93**	**11**	**22**					
Task 11	**Task 2.02 - RFIs (Phase 202)**										
11/.01	RFIs (Task 2.02 in SOW)	83	44	187	176	33				136	
	Task 11 Subtotals	**83**	**44**	**187**	**176**	**33**				**136**	
Task 12	**Task 11 - Startup (Phase 1100)**										
12/.02	Startup				44					22	
12/.03	RDT Support										

									Hours	Labor
	Client Position	SR. TECHNICAL SPECIALIST	ENGINEER III	SENIOR ENGINEER/PROJECT MANAGER	PROJECT ASSISTANT	ENGINEER III	PROCESS/TECHNICAL SPECIALIST	PROCESS/TECHNICAL SPECIALIST		
	Discipline	EDS - Mechanical	EDS - Instrumentation & Controls	EDS - Process Engineering	PM&S - Project Admin Support	EDS - Process Engineering	EDS - Process Engineering	EDS - Process Engineering		
	Sub-Discipline	Mech - Sys - Equip	I&C - Instrumentation, Controls, and Automation (ICA)	Proc Eng - Operations	Admin - Doc Control	Proc Eng - Operations	Proc Eng - Wastewater	Proc Eng - Wastewater		
	HOURS\COST TOTALS IN USD $:	**11**	**89**	**165**	**110**	**33**	**55**	**11**	**12,243**	
	MIDPOINT BILLING RATE IN USD:	**$ 327.60**	**$ 202.80**	**$ 291.20**	**$ 156.00**	**$ 202.80**	**$ 369.20**	**$ 369.20**		
	CONTRACT TOTALS IN USD $:	**$ 3,603.60**	**$ 18,049.20**	**$ 48,048.00**	**$ 17,160.00**	**$ 6,692.40**	**$ 20,306.00**	**$ 4,061.20**		**$ 2,729,997.40**
Task	**Description**									
Task 1	**Task 1 - Project Management & Admin (Ph. 10**									
1/.01	Project Management								**451**	**$ 127,728**
1/.02	Engineering Management								**308**	**$ 81,682**
1/.03	Project Billing								**50**	**$ 7,540**
1/.04	Project Controls								**50**	**$ 7,800**
1/.05	Project Accounting								**50**	**$ 7,540**
1/.07	Payment Application Review								**50**	**$ 13,910**
1/.08	MDE Admin or Loan Closing Document Preparat								**50**	**$ 10,956**
	Task 1 Subtotals								**1,009**	**$ 257,156**
Task 2	**Task 2 - Submittal (Ph. 200)**									
2/.02	Structural								**220**	**$ 44,616**
2/.03	Architecture								**201**	**$ 40,763**
2/.04	Electrical/I&C		66						**231**	**$ 46,847**
2/.05	Building Mechanical								**220**	**$ 44,616**
2/.06	Civil	11							**1,510**	**$ 341,546**
	Task 2 Subtotals	**11**	**66**						**2,382**	**$ 518,388**
Task 3	**Task 3 - Record Drawings (Ph. 300)**									
3/.01	Project Management								**9**	**$ 2,621**
3/.02	Engineering Management								**26**	**$ 6,895**
3/.03	Field								**67**	**$ 12,194**
3/.04	CAD								**495**	**$ 90,090**
	Task 3 Subtotals								**597**	**$ 111,800**
Task 4	**Task 4 - Resident Project Rep. (Ph. 400)**									
4/.01	RPR Full-Time								**4,070**	**$ 825,396**
4/.02	RPR Part-Time								**275**	**$ 87,230**
4/.10	Engineer Site Visits								**546**	**$ 130,198**
	Task 4 Subtotals								**4,891**	**$ 1,042,824**
Task 5	**Task 5 - Direct Expenses (Ph. 500)**									
5/.01	Wilkinson Site Visits									
5/.02	Local Staff Mileage									
5/.03	Discipline staff visit									
5/.04	Startup									
5/.10	Inspector Mileage									
	Task 5 Subtotals									
Task 6	**Task 6 - Special Inspection Sub (Ph. 600)**									
6/.01	Triad - Ph. 1									
	Task 6 Subtotals									

									Hours	Labor
	Client Position	SR. TECHNICAL SPECIALIST	ENGINEER III	SENIOR ENGINEER/PROJECT MANAGER	PROJECT ASSISTANT	ENGINEER III	PROCESS/TECHNICAL SPECIALIST	PROCESS/TECHNICAL SPECIALIST		
	Discipline	EDS - Mechanical	EDS - Instrumentation & Controls	EDS - Process Engineering	PM&S - Project Admin Support	EDS - Process Engineering	EDS - Process Engineering	EDS - Process Engineering		
	Sub-Discipline	Mech - Sys - Equip	I&C - Instrumentation, Controls, and Automation (ICA)	Proc Eng - Operations	Admin - Doc Control	Proc Eng - Operations	Proc Eng - Wastewater	Proc Eng - Wastewater		
	HOURS\COST TOTALS IN USD $:	**11**	**89**	**165**	**110**	**33**	**55**	**11**	**12,243**	
	MIDPOINT BILLING RATE IN USD:	**$ 327.60**	**$ 202.80**	**$ 291.20**	**$ 156.00**	**$ 202.80**	**$ 369.20**	**$ 369.20**		
	CONTRACT TOTALS IN USD $:	**$ 3,603.60**	**$ 18,049.20**	**$ 48,048.00**	**$ 17,160.00**	**$ 6,692.40**	**$ 20,306.00**	**$ 4,061.20**		**$ 2,729,997.40**
Task	**Description**									
Task 7	**Task 7 - Demo RFP CPS (Ph. 800)**									
7/.02	Pre-Con								**24**	**$ 5,434**
7/.03	Inspection and Site Visits								**199**	**$ 41,688**
7/.04	Submittals								**183**	**$ 37,539**
7/.05	Contractor Issues								**100**	**$ 26,551**
7/.06	RFIs								**51**	**$ 10,696**
	Task 7 Subtotals								**557**	**$ 121,909**
Task 8	**Task 8 - Change Management (Ph. 700)**									
8/.01	Field Orders								**115**	**$ 30,488**
8/.02	Work Change Directives								**31**	**$ 8,221**
8/.03	Review of Change Proposals								**100**	**$ 26,520**
8/.04	Estimating for Changes								**80**	**$ 25,376**
8/.05	Change Orders								**40**	**$ 10,608**
8/.07	Construction Issues								**132**	**$ 35,578**
8/.08	Design Services During Construction						22		**616**	**$ 149,986**
	Task 8 Subtotals						**22**		**1,114**	**$ 286,777**
Task 9	**Task 9 - Change Order #1 (Ph. 900)**									
9/.01	Develop Fiber Loop Adjacent to 12" Water Line		23						**104**	**$ 22,230**
	Task 9 Subtotals		**23**						**104**	**$ 22,230**
Task 10	**Task 10 - Updated Plant O&M (Ph. 1000)**									
10/.02	Review prior MDE draft			11					**15**	**$ 4,264**
10/.03	Update Plant O&M manual			143	22				**200**	**$ 55,032**
10/.04	Collect and Scan O&Ms not in soft copy								**35**	**$ 6,370**
10/.05	Create Sharepoint site				33				**66**	**$ 12,069**
10/.06	Provide Training on content			11	11	33			**77**	**$ 15,948**
10/.07	Provide Training on maintenance of the site				44				**62**	**$ 10,140**
	Task 10 Subtotals			**165**	**110**	**33**			**455**	**$ 103,823**
Task 11	**Task 2.02 - RFIs (Phase 202)**									
11/.01	RFIs (Task 2.02 in SOW)								**945**	**$ 211,754**
	Task 11 Subtotals								**945**	**$ 211,754**
Task 12	**Task 11 - Startup (Phase 1100)**									
12/.02	Startup						33	11	**172**	**$ 48,828**
12/.03	RDT Support								**17**	**$ 4,508**

		Subcontract	Travel Expenses	Field/Misc Expenses	Project Total
	Client Position	Triad - Special Inspections			
	Discipline				
	Sub-Discipline				
	HOURS\COST TOTALS IN USD $:	**$ 35,000.00**			
	MIDPOINT BILLING RATE IN USD:				
	CONTRACT TOTALS IN USD $:	**$ 35,000.00**	**$ 48,000.00**	**$ 28,512.00**	**$ 2,841,509.40**
Task	**Description**				
Task 1	**Task 1 - Project Management & Admin (Ph. 10**				
1/.01	Project Management				**$ 127,728**
1/.02	Engineering Management				**$ 81,682**
1/.03	Project Billing				**$ 7,540**
1/.04	Project Controls				**$ 7,800**
1/.05	Project Accounting				**$ 7,540**
1/.07	Payment Application Review				**$ 13,910**
1/.08	MDE Admin or Loan Closing Document Preparat				**$ 10,956**
	Task 1 Subtotals				**$ 257,156**
Task 2	**Task 2 - Submittal (Ph. 200)**				
2/.02	Structural				**$ 44,616**
2/.03	Architecture				**$ 40,763**
2/.04	Electrical/I&C				**$ 46,847**
2/.05	Building Mechanical				**$ 44,616**
2/.06	Civil				**$ 341,546**
	Task 2 Subtotals				**$ 518,388**
Task 3	**Task 3 - Record Drawings (Ph. 300)**				
3/.01	Project Management				**$ 2,621**
3/.02	Engineering Management				**$ 6,895**
3/.03	Field				**$ 12,194**
3/.04	CAD				**$ 90,090**
	Task 3 Subtotals				**$ 111,800**
Task 4	**Task 4 - Resident Project Rep. (Ph. 400)**				
4/.01	RPR Full-Time				**$ 825,396**
4/.02	RPR Part-Time				**$ 87,230**
4/.10	Engineer Site Visits				**$ 130,198**
	Task 4 Subtotals				**$ 1,042,824**
Task 5	**Task 5 - Direct Expenses (Ph. 500)**				
5/.01	Wilkinson Site Visits		**$ 8,190**		**$ 8,190**
5/.02	Local Staff Mileage		**$ 4,000**		**$ 4,000**
5/.03	Discipline staff visit		**$ 4,840**		**$ 4,840**
5/.04	Startup		**$ 2,420**		**$ 2,420**
5/.10	Inspector Mileage		**$ 28,530**	**$ 28,512**	**$ 57,042**
	Task 5 Subtotals		**$ 47,980**	**$ 28,512**	**$ 76,492**
Task 6	**Task 6 - Special Inspection Sub (Ph. 600)**				
6/.01	Triad - Ph. 1	$ 35,000			**$ 35,000**
	Task 6 Subtotals	**$ 35,000**			**$ 35,000**

		Subcontract	Travel Expenses	Field/Misc Expenses	Project Total
	Client Position	Triad - Special Inspections			
	Discipline				
	Sub-Discipline				
	HOURS\COST TOTALS IN USD $:	$ 35,000.00			
	MIDPOINT BILLING RATE IN USD:	0.00%			
	CONTRACT TOTALS IN USD $:	$ 35,000.00	$ 48,000.00	$ 28,512.00	$ 2,841,509.40
Task	**Description**				
Task 7	**Task 7 - Demo RFP CPS (Ph. 800)**				
7/.02	Pre-Con				$ 5,434
7/.03	Inspection and Site Visits				$ 41,688
7/.04	Submittals				$ 37,539
7/.05	Contractor Issues				$ 26,551
7/.06	RFIs				$ 10,696
	Task 7 Subtotals				$ 121,909
Task 8	**Task 8 - Change Management (Ph. 700)**				
8/.01	Field Orders				$ 30,488
8/.02	Work Change Directives				$ 8,221
8/.03	Review of Change Proposals				$ 26,520
8/.04	Estimating for Changes				$ 25,376
8/.05	Change Orders				$ 10,608
8/.07	Construction Issues				$ 35,578
8/.08	Design Services During Construction		$ 20		$ 150,006
	Task 8 Subtotals		$ 20		$ 286,797
Task 9	**Task 9 - Change Order #1 (Ph. 900)**				
9/.01	Develop Fiber Loop Adjacent to 12" Water Line				$ 22,230
	Task 9 Subtotals				$ 22,230
Task 10	**Task 10 - Updated Plant O&M (Ph. 1000)**				
10/.02	Review prior MDE draft				$ 4,264
10/.03	Update Plant O&M manual				$ 55,032
10/.04	Collect and Scan O&Ms not in soft copy				$ 6,370
10/.05	Create Sharepoint site				$ 12,069
10/.06	Provide Training on content				$ 15,948
10/.07	Provide Training on maintenance of the site				$ 10,140
	Task 10 Subtotals				$ 103,823
Task 11	**Task 2.02 - RFIs (Phase 202)**				
11/.01	RFIs (Task 2.02 in SOW)				$ 211,754
	Task 11 Subtotals				$ 211,754
Task 12	**Task 11 - Startup (Phase 1100)**				
12/.02	Startup		$ 2,420		$ 51,248
12/.03	RDT Support				$ 4,508

EXHIBIT B

BILLING RATES

CONFIDENTIAL
Black & Veatch

Billing Rates and Expense Schedule
for
Hagerstown, City of

Calendar Year 2026
Revision 1. Inclusion of Construction Manager and Resident Project Representative

HOURLY BILLING RATES (see Client Billings and Notes) **Title/Description/Hourly Billing Rate ($USD)**	
Principal	$425.00
Sr. Advisor	$370.00
Sr. Process Engineer	$355.00
Quality Control/Client/Sales Director	$325.00
Senior Technical Specialist	$315.00
Senior Estimator/**Construction Manager**/Advisor	$305.00
Senior Engineer/Project Manager	$280.00
Engineering Manager	$255.00
Technical Specialist	$245.00
Sr. Project Engineer/Estimator	$235.00
Project Engineer	$220.00
Engineer III/**Resident Project Representative**	$195.00
Engineer II	$175.00
Engineer I	$135.00
Clerical/Project Assistant	$150.00
Project Controls	$145.00
Technician/Analyst GWF	$115.00
Staff Engineer GWF	$90.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
3. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment annually.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Emergency Repair Generator ~ Cummins Sales and Service (Westminster, MD) $10,643.70

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_CUMMINS_GENERATOR_REPAIR.pdf	CONSENT CUMMINS
EMERG_AUTHORIZATION.pdf	EMERGENCY AAUTHORIZATION
BUDGET_TRANSFER_WORKSHEET_FY2027_GENERATOR_REPAIR.pdf	BUDGET TRANSFER WORKSHEET
QUOTE_CUMMINS.pdf	QUOTE CUMMINS

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Nancy Hausrath

From: Michelle Hepburn
Sent: Wednesday, September 30, 2026 4:12 PM
To: Nancy Hausrath; Scott Nicewarner
Subject: RE: New PO (Emergency Repair).

Agreed with subsequent MC approval as you noted below.

Thanks,

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

www.hagerstownmd.org

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From: Nancy Hausrath <nhausrath@hagerstownmd.org>
Sent: Tuesday, September 29, 2026 1:36 PM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Subject: RE: New PO (Emergency Repair).

Thank you Scott.

Nancy Hausrath
Utilities Department
Phone: 301-739-8577, Ext. 677
Email:NHausrath@Hagerstownmd.org
1 Clean Water Circle
Hagerstown, MD 21740
www.hagerstownmd.org

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From: Scott Nicewarner <snicewarner@hagerstownmd.org>
Sent: Tuesday, September 29, 2026 1:36 PM
To: Nancy Hausrath <nhausrath@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Subject: Re: New PO (Emergency Repair).

Do it.

Scott Nicewarner

City Administrator

1 East Franklin Street

Hagerstown, MD 21740

Email:snicewarner@hagerstownmd.org

Phone: 301-739-8577 x114

www.hagerstownmd.org

From: Nancy Hausrath <nhausrath@hagerstownmd.org>
Sent: Tuesday, September 29, 2026 1:28 PM
To: Scott Nicewarner <snicewarner@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
Subject: FW: New PO (Emergency Repair).

Scott and Michelle – we need to make repairs to our emergency generator at the WWTP. The cost for the repairs is $10,643.70. I am requesting permission to move forward with repairs and add this purchase to the October consent agenda. As provided by Robbie Eyler, this is sole source/preferred provider – we have an existing contract with Cummins – this is additional work not included in the basic maintenance contract.

If you are fine with moving forward, we will enter the requisition.

Thank you,

Nancy

Nancy Hausrath
Utilities Department
Phone: 301-739-8577, Ext. 677
Email:NHausrath@Hagerstownmd.org
1 Clean Water Circle
Hagerstown, MD 21740
www.hagerstownmd.org

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From: Robbie Eyler <reyler@hagerstownmd.org>
Sent: Tuesday, September 29, 2026 12:18 PM
To: Nancy Hausrath <nhausrath@hagerstownmd.org>
Cc: Duane Bartles <dbartles@hagerstownmd.org>
Subject: New PO (Emergency Repair).

Hi Nancy,

Please see the attached quote from Cummin's for repairs to our emergency generator. I would like to move forward with this as an emergency. I spoke to the tech when he was onsite and he also noted on his service ticket this work should be completed ASAP.

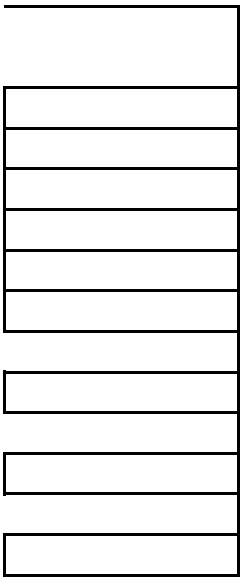
Vendor: Cummins
Account: #
Description: Replaced faulty belts, thermostats and hoses on ENR generator.
Vendor justification: Preferred vendor. We are currently in a 5-Year Maintenance Contract and they perform all of the PM's.

Let me know if you need any additional info.

Thank you,

Robbie

ACCOUNT SUMMARY		BUDGET TRANSFER	Oct-26	
			EMERGENCY REPAIR - GENERATOR AT WWTP	
ACCOUNT		5471501-5374	5485001-C0267	
BUDGET		$ 250,000.00	$ 1,000,000.00	
CASH FUNDED		$ 250,000.00	$ 1,000,000.00	
ACTUAL		$ (97,446.42)	$ -	
ENCUMBRANCES	FY27	$ (319,416.26)	$ (21,137.50)	
PREVIOUS BUDGET TRANS		$ 150,000.00	$ -	
AVAILABLE		$ (16,862.68)	$ 978,862.50	
BUDGET TRANSFER		$ 250,000.00	$ (250,000.00)	
NEW ACCT BALANCE		$ 233,137.32	$ 728,862.50	



Cummins Sales and Service

Payment terms are 30 days from invoice date unless otherwise agreed upon in writing. Remit to:
Cummins Sales and Service
PO Box 772639
Detroit, MI 48277-2639

WESTMINSTER MD TWIG
698 CORPORATE CENTER CT
SUITE E,F
WESTMINSTER, MD 21157-
()

INVOICE NO
ESTIMATE
TO PAY ONLINE LOGON TO customerpayment.cummins.com

BILL TO

CITY OF HAGERSTOWN WWTP
1 CLEAN WATER CIR
HAGERSTOWN, MD 21740-6848

OWNER

CITY OF HAGERSTOWN WWTP
1 CLEAN WATER CIR
HAGERSTOWN, MD 21740-6848
ROBBIE EYLER - 301 739-8577

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-SEP-2026	PO REQUIRED	08-JUL-2010	750.0DQFAA		ONAN
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
192251			I090032629	QFKIT	750.0DQFAA
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
1606	TP565		549 / 549		I090032629

OSN/MSN/VIN I090032629 **YEAR** 2009

COMPLAINT

ESTIMATE #: 4C-1606 PMWO # 4C-554 FA J # J2106423

DURING YOUR PLANNED MAINTENANCE SERVICE, OUR TECHNICIAN RECOMMENDED THE FOLLOWING ADDITIONAL REPAIRS BE COMPLETED AS SOON AS POSSIBLE:

ESTIMATE TO REPLACE THERMSTATS, BELTS AND HOSES DUE TO AGE AND WEAR.

CAUSE RECOMMENDED REPAIRS FOUND AT TIME OF PM SERVICE.

CORRECTION REPAIR(S) TO BE COMPLETED

COVERAGE CUSTOMER BILLABLE

REMARK ESTIMATE ASSUMES REPAIR SCHEDULING DURING NORMAL BUSINESS HOURS MON-FRI. OVERTIME CHARGES WILL NEED TO BE APPLIED FOR AFTERHOURS REPAIRS, IF REPAIR NEEDS TO BE DONE DURING AFTERHOURS PLEASE ADVISE.

TO APPROVE THIS ESTIMATE, PLEASE E-SIGN OR RETURN BY EMAIL AND INCLUDE A PO (IF APPLICABLE). OTHERWISE, PAYMENT WILL BE ARRANGED UPON SCHEDULING.

THANK YOU FOR YOUR CONTINUED BUSINESS!

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
8	0		503-3062-01	HOSE-COOLANT (HEATER)	ONAN	55.84	446.72
1	0		A029C090	HOSE,COOLANT	ONAN	102.72	102.72
1	0		501-0744-10	HOSE ASSY (COOLANT)	ONAN	118.40	118.40
1	0		503-2519	HOSE,COOLANT	ONAN	8.12	8.12
16	0		503-2157-02	CLAMP,HOSE	ONAN	39.90	638.40

Completion date : 01-Aug-2026 07:18PM. Estimate expires : 12-Nov-2026 11:48AM.

Billing Inquiries? Call (877)480-6970

THERE ARE ADDITIONAL CONTRACT TERMS ON THE REVERSE SIDE OF THIS DOCUMENT, INCLUDING LIMITATION ON WARRANTIES AND REMEDIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN AND WHICH PURCHASER ACKNOWLEDGES HAVE BEEN READ AND FULLY UNDERSTOOD.

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

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Detroit, MI 48277-2639

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ROBBIE EYLER - 301 739-8577

***** CHARGE *****

DATE	CUSTOMER ORDER NO.	DATE IN SERVICE	ENGINE MODEL	PUMP NO.	EQUIPMENT MAKE
25-SEP-2026	PO REQUIRED	08-JUL-2010	750.0DQFAA		ONAN
CUSTOMER NO.	**SHIP VIA**	**FAIL DATE**	**ENGINE SERIAL NO.**	**CPL NO.**	**EQUIPMENT MODEL**
192251			I090032629	QFKIT	750.0DQFAA
REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
1606	TP565		549 / 549		I090032629

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		I090032629		**YEAR** 2009			
4		0	518-0548-15	CLAMP-HOSE	ONAN	6.99	27.96
4		0	503-2556-05	CLAMP,HOSE	ONAN	7.03	28.12
2		0	503-2135	HOSE-RADIATOR	ONAN	56.05	112.10
4		0	503-2132	HOSE-RADIATOR	ONAN	36.42	145.68
2		0	501-0744-03	HOSE ASSY (COOLANT)	ONAN	145.76	291.52
4		0	503-1133	CLAMP-HOSE	ONAN	10.18	40.72
12		0	503-1872-04	CLAMP-HOSE	ONAN	24.58	294.96
25		0	503-1872-07	CLAMP-HOSE	ONAN	38.27	956.75
3		0	CC2848	ES COMP EG	FLG	88.23	264.69
1		0	3094909	BELT,V RIBBED	CECO	123.45	123.45
1		0	5413020	BELT,V RIBBED	CECO	645.40	645.40
			ORDERED ITEM	3094884 CECO			
1		0	3092713	GASKET,THERMOSTAT HOUSING	CECO	24.28	24.28
1		0	3093153	GASKET,WTR TRF CONNECTION	CECO	7.71	7.71
2		0	3094539	SEAL,O RING	CECO	16.61	33.22
1		0	3089240	SEAL,O RING	CECO	9.79	9.79
3		0	3092114	THERMOSTAT	CECO	243.57	730.71
3		0	3092399	SEAL,THERMOSTAT	CECO	40.70	122.10
1		0	3092714	GASKET,THERMOSTAT HOUSING	CECO	25.75	25.75
3		0	4295574	GASKET,COVER PLATE	CECO	17.45	52.35
			ORDERED ITEM	3092715 CECO			
4		0	3918192	WASHER,SEALING	CECO	10.46	41.84

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REF. NO.	**SALESPERSON**	**PARTS DISP.**	**MILEAGE/HOURS**	**PUMP CODE**	**UNIT NO.**
1606	TP565		549 / 549		I090032629

QUANTITY ORDERED	BACK ORDERED	QUANTITY SHIPPED	PART NUMBER	DESCRIPTION	PRODUCT CODE	UNIT PRICE	AMOUNT
OSN/MSN/VIN		I090032629		**YEAR** 2009			
1		0	3094281	GASKET,COVER PLATE	CECO	22.96	22.96
2		0	3678912	SEAL,O RING	CECO	13.52	27.04
1		0	3678925	SEAL,O RING	CECO	8.24	8.24

TAX EXEMPT NUMBERS:

PARTS:		5,351.70
PARTS COVERAGE CREDIT:		0.00CR
TOTAL PARTS:	**5,351.70**	
SURCHARGE TOTAL:		**0.00**
LABOR:		4,186.00
LABOR COVERAGE CREDIT:		0.00CR
TOTAL LABOR:	**4,186.00**	
MISC.:		1,106.00
MISC. COVERAGE CREDIT:		0.00CR
TOTAL MISC.:	**1,106.00**	
ROAD MILEAGE		1,106.00
STATE		**0.00**

Completion date : 01-Aug-2026 07:18PM. Estimate expires : 12-Nov-2026 11:48AM.

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SUB TOTAL:	10,643.70
TOTAL TAX:	0.00
TOTAL AMOUNT: US $	**10,643.70**

AUTHORIZED BY (print name)_____**SIGNATURE**_____**DATE**_____

TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions"), together with the estimate/quote (the "Quote") and/or invoice ("Invoice") attached to these Terms and Conditions, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer ("Customer") identified on the Quote and/or Invoice and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions represents that by its signing of this Agreement that the signer represents that he or she is duly authorized to enter into this Agreement. Further, Customer authorizes, if applicable, the performance of services and labor on Customer's vehicle and/or equipment as provided. This shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of Products to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website, vendor portal, or other internet site will be null and void and of no legal effect on Cummins.

In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, vendor portal terms, specifications, agreement (whether upstream or otherwise), or any terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction. The terms and conditions printed on the back of this invoice shall be deemed subordinate to, and shall not supersede, any pre-existing written agreement, purchase order, contract, or other mutually agreed-upon document between the Customer and Cummins (collectively, the "Pre-Existing Agreement"). In the event of any conflict or inconsistency between this Agreement and the terms of any such Pre-Existing Agreement, the terms of the Pre-Existing Agreement shall govern and control. The Customer and Cummins expressly acknowledge and agree that the Pre-Existing Agreement remains in full force and effect, and that the terms of this Agreement shall not modify or amend any provisions of the Pre-Existing Agreement unless specifically agreed to in writing by both parties.

1. SCOPE OF SERVICES; PERFORMANCE OF SERVICES. Cummins shall supply part(s) and/or component(s) and/or engine(s) and/or generator set(s) ("Goods") and/or perform the maintenance, troubleshooting, diagnostic testing, and/or repair ("Service(s)") on the equipment identified in the Quote and/or Invoice ("Equipment"), if applicable, in accordance with the specifications in the Quote and/or Invoice. Unless otherwise agreed by the Parties in writing: (i) no additional services or goods are included in this Agreement; and (ii) this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period").

At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. CUSTOMER OBLIGATIONS. If necessary, Customer shall provide Cummins safe and free access to Customer's site and arrange for all related services and utilities necessary for Cummins to safely and freely perform the Services. During the performance of the Services, Customer shall fully and completely secure all or any part of any facility where the Equipment is located to remove and mitigate any and all safety issues and risks, including but not limited to injury to facility occupants, customers, invitees, or any third party and/or property damage or work interruption arising out of the Services. If applicable, Customer shall make all necessary arrangements to address and mitigate the consequences of any electrical service interruption which might occur during the Services. Customer is responsible for operating and maintaining the Equipment in accordance with the owner's manual for the Equipment.

3. INVOICING AND PAYMENT. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of Invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Goods and/or Services. Purchases paid by credit card may be subject to a surcharge of up to three percent (3%) (or a lower amount where required by applicable law). No surcharge will be imposed where prohibited by law. The applicable surcharge, if any, will be disclosed before payment is submitted and will be reflected in the total amount authorized by the Customer. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay all Cummins' costs and expenses (including all reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. All sales are subject to Customer's ongoing credit approval. While Cummins may initially extend Net 30 payment terms upon Cummins' approval of Customer's credit application, Cummins reserves the right to reassess Customer's creditworthiness at any time prior to shipment. If, in Cummins' sole discretion, Customer's financial condition weakens or otherwise declines, Customer has past due invoices with Cummins, or Cummins otherwise determines that extending credit terms is no longer commercially reasonable, Cummins may, upon notice to Customer, (i) require full or partial payment in advance, (ii) require an alternative form of security satisfactory to Cummins, including but not limited to a letter of credit or payment bond, or (iii) withhold shipment until such payment or security is provided.

Cummins shall not be liable for any delays or damages resulting from the enforcement of this provision. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) suspend its Services and/or suspend delivery of any undelivered Goods or parts in Cummins' possession until payment for unpaid invoices is received. In the event that Cummins suspends its performance of Services due to Customer's breach or non-payment, then Cummins shall be entitled to an equitable extension of its delivery dates and/or schedule of Services for a period of time equal to the suspension period, plus a reasonable ramp up period and all costs (including default interest) caused by such suspension shall be assumed by Customer. Any dispute or claim Customer may have with or against Cummins' invoice, regarding the scope, quality or amount charged for any parts or services provided to Customer, must be asserted in writing and noticed pursuant to these Terms and Conditions within thirty (30) days of the date of the invoice, or shall be waived by the Customer.

4. TAXES; EXEMPTIONS. The Invoice includes all applicable local, state, or federal sales and/or use or similar taxes which Cummins is required by applicable laws to collect from Customer under this Agreement. Customer must provide a valid tax exemption certificate or direct payment certificate prior to shipment of the Goods or performance of the Services, or such taxes will be included in the Invoice.

5. DELIVERY; TITLE AND RISK OF LOSS. Unless otherwise agreed in writing by the parties, any Goods supplied under this Agreement shall be delivered FOB Origin, freight prepaid to the first destination. If agreed, any charges for third party freight are subject to adjustment to reflect any change in price at time of shipment. Unless otherwise agreed to, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. All shipments are made within normal business hours, Monday through Friday. Unless otherwise agreed in writing by the parties, title and risk of loss for any Goods sold under this Agreement shall pass to Customer upon delivery of Goods by Cummins to freight carrier or to Customer at pickup at Cummins' facility. The purchase of Goods or the performance of Services on Equipment, Customer-owned motor vehicle, or any other personal property, is a "take or pay" obligation on the part of the Customer, such that Customer is absolutely and irrevocably required to accept and pay for the Goods, or any Services performed on Equipment, Customer-owned motor vehicle, or any other personal property, if delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. In the event Customer fails to pick-up Equipment, Customer-owned motor vehicle, or any other personal property, or fails to take any or all shipments of Goods ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall invoice the Customer and, upon Cummins' sole discretion, Cummins may either:

i) deliver the Goods or Equipment to the location indicated on Customer's purchase order (regardless of whether Customer elected to pick up the Goods or Equipment at Cummins' facility or otherwise indicated an alternate delivery method), and Customer shall assume all associated delivery costs incurred by Cummins, or (ii) charge storage fees for the additional inventory holding period, the additional inventory holding period not to exceed sixty (60) days from the agreed upon delivery date or the date of completion of Services, unless otherwise agreed by Cummins in writing or required by law. A storage fee of twenty-five dollars ($25.00) per day or one and one-half percent (1.5%) per month of the invoiced amount, whichever is greater, shall be assessed for any Goods, Equipment, Customer-owned motor vehicle, or any other personal property, whose delivery or pick-up is delayed, deferred, or refused by Customer beyond thirty (30) days from the agreed upon delivery date or the date of completion of Services. Unless otherwise agreed by Cummins in writing, in the event delivery or pick-up of Goods, Equipment, Customer-owned motor vehicle, or any other personal property, are delayed, deferred, or refused by Customer beyond sixty (60) days from the agreed upon delivery or pick-up date, or date of completion of Services, then Cummins has the right, in its sole discretion, to: (i) tow, remove, or otherwise dispose of the unclaimed Goods, Equipment, Customer-owned motor vehicle, or any other personal property, in accordance with applicable abandonment laws, and/or (ii) make the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, available for auction or sale to other customers or to the public, or (iii) otherwise use, destroy, or recycle the Goods, Equipment, Customer-owned motor vehicle, or any other personal property, at Customer's sole cost and expense, and without any liability to Cummins.

6. DELAYS. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order. Cummins shall not be liable to Customer or any third party for any loss, damage, or expense suffered by Customer or third party due to any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, embargos, wars, strikes or other labor disputes, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALLY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE GOODS OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

7. LIMITED WARRANTIES. New Goods: New Goods purchased or supplied under this Agreement are governed by the express written manufacturers' warranty. No other warranty for Goods supplied under this Agreement is provided under this Agreement. Cummins Exchange Components, Other Exchange Components, and Recon: Cummins will administer the Cummins exchange component warranty and the warranties of other manufacturers' exchange components or Recon Components which are sold by Cummins. In the event of defects in such items, only manufacturers' warranties will apply. HHP Exchange Engine: HHP Exchange Engines remanufactured by Cummins under this Agreement are governed by the express Cummins' written warranty. No other warranty for HHP exchange Engines supplied under this Agreement is provided under this Agreement.
General Service Work: All Services shall be free from defects in workmanship (i) for power generation equipment (including engines in such equipment), for a period of ninety (90) days after completion of Services or 500 hours of operation, whichever occurs first; or (ii) for engines, for a period of ninety (90) days after completion of Services, 25,000 miles or 900 hours of operation, whichever occurs first. In the event of a warrantable defect in workmanship of Services supplied under this Agreement ("Warrantable Defect"), Cummins' obligation shall be solely limited to correcting the Warrantable Defect. Cummins shall correct the Warrantable Defect where (i) such Warrantable Defect becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of the Warrantable Defect within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that there is a Warrantable Defect. Warrantable Defects remedied under this provision shall be subject to the remaining warranty period of the original warranty of the Services.

New Goods supplied during the remedy of Warrantable Defects are warranted for the balance of the warranty period still available from the original warranty of such Goods.
Used Goods: Used Goods are sold "as is, where is" unless exception is made in writing between Cummins and Customer. Customer agrees to inspect all used Goods before completing the purchase.
THE REMEDIES PROVIDED IN THE LIMITED WARRANTIES AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

8. INDEMNIFICATION. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Services and/or Goods supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed, in whole or in part, by the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity, including any tenders for defense and indemnity by Cummins to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

9. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF GOODS OR SERVICES UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF GOODS AND SERVICES SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

10. GOVERNING LAW, VENUE, AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction over, regarding, or relating to any dispute or claim arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

11. ASSIGNMENT. This Agreement is binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

12. CANCELLATION; TERMINATION. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. Cummins may charge Customer a cancellation charge in accordance with current Cummins policy which is available upon request, in addition to the actual, non- recoverable costs incurred by Cummins. Cummins may terminate this Agreement, in whole or in part, for cause if the Customer breaches its obligations under this Agreement, and such breach is not cured within fifteen (15) days after written notice to Customer, or such longer time that Cummins may specify in its notice. Cummins may, at any time, terminate this Agreement for convenience upon thirty (30) days written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Goods or Services supplied under this Agreement, in accordance with the payment terms detailed in this Agreement. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

13. REFUNDS; CREDITS. Goods ordered and delivered by Cummins under this Agreement are not returnable unless agreed to by Cummins. Cummins may, at its sole discretion, agree to accept Goods for return and provide credit where Goods are in new and saleable condition and presented with a copy of the original invoice. Credits for returns will be subject to up to a 15% handling/restocking charge and are limited to eligible items purchased from Cummins.

14. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

15. COMPLIANCE WITH LAWS. Customer shall comply with all laws applicable to its activities under this Agreement, including without limitation, all applicable national, provincial, and local export, anti-bribery, environmental, health, and safety laws and regulations in effect. Customer acknowledges that the Goods, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Goods or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer?s breach.

16. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

17. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment ("Shipment Date") or, in the case of Services, the date of performance ("Performance Date"), due to economic and market conditions on the Shipment Date or Performance Date, whichever is applicable. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input cost (including without limitation, raw materials, fabrication components, direct or indirect materials, packaging materials, overhead, etc.) and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

18. TARIFF AND DUTY SURCHARGES. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases. The Customer shall pay Tariff-related increases within thirty (30) days of receipt of invoice.

19. MISCELLANEOUS. All notices, including but not limited to disputes of invoices or otherwise, under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in the Quote and/or Invoice. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter or the enforceability of the Agreement generally, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof.

The Parties' rights, remedies, and obligations under this Agreement, which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 9. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Goods and/or Services pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof.

20. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Hagerstown Wastewater Treatment Plant Improvements - Phase I ~ Carl Belt, Inc. (Cumberland, MD) $27,732,047.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_CARL_BELT_PHASE_1_WWTP_CONSTRUCTION.pdf	CONSENT CARL BELT INC
FY27_WASTEWATER_CIP_C0584.pdf	FY27 CIP PROJECT BUDGET & FUNDING SOURCES
B1881.26_Bid_Tabulation_Report.pdf	BID TAB
Bid_Evaluation_-_Phase_1.pdf	BID EVALUATION
Carl_Belt_Bid.pdf	CARL BELT INC BID DOC

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

CAPITAL IMPROVEMENT PROGRAM

FY27 *thru* FY31

CITY OF HAGERSTOWN, MARYLAND



Project #	C0584 5485001-5830		
Project Name	Wastewater Treatment Plant Upgrades		
Type	Improvement	**Department**	Wastewater
Useful Life	30 years	**Contact**	Utilities Director
Category	Utilities	**Priority**	Planned Improvement
Location	Wastewater Treatment Plant	**Status**	
Year Submitted	FY24	**Growth Percent**	20%
		Non-Growth Percent	80%

Description

FY27	Purchase and install generator for the WWTP Ops Building		$ 650,000	
FY27	Begin construction of electrical, pumping, and nutrient removal upgrades		$ 10,000,000	
FY28	Continue construction for electrical, pumping and nutrient removal improvements:		$ 12,000,000	
FY29	Begin Phase 2A construction for plant improvements		$ 8,000,000	
FY30	Continue Phase 2A construction for plant improvements		$ 12,000,000	
FY31	Continue Phase 2A construction for plant improvements		$ 7,500,000	
FY27-FY31	Replace aging equipment (pumps, motors, flow meters, etc..)		$ 500,000	Annually
	SCADA upgrades for all obsolete unsupported hardware and software systems		$ 50,000	Annually
Note:	Engineering Services included in the FY27 Operating Budget	$ 1,200,000		
			CIP TOTAL:	**$ 52,900,000**

Justification

All phases of this project will replace deteriorating equipment that has reached the end of its useful life cycle requires replacement to maintain reliable continuous operations. Replaces aging infrastructure and upgrade the treatment process to achieve best available treatment technology for nutrient removal.

The Comprehensive Plan recommends ensuring that adequate wastewater capacity exists to serve the City's future growth goals and meeting all regulatory requirements to help protect public health and the environment, in particular reducing the environmental impact on Antietam Creek.

Budget Impact

Phase 1 of this project has been approved for $20,000,000 MDE Funding Secured (with $3,000,000 principal forgiveness)

	Expenditures	**FY27**	**FY28**	**FY29**	**FY30**	**FY31**	**Total**
	Plant Upgrade	$10,000,000	$12,000,000	$8,000,000	$12,000,000	$7,500,000	$49,500,000
	Aging Equipment Replacement	$500,000	$500,000	$500,000	$500,000	$500,000	$2,500,000
	SCADA Upgrades	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
	Generator	$650,000					
	Total	$11,200,000	$12,550,000	$8,550,000	$12,550,000	$8,050,000	$52,250,000

	Funding Sources	**FY27**	**FY28**	**FY29**	**FY30**	**FY31**	**Total**
	WW Fund	$1,200,000	$550,000	$550,000	$550,000	$550,000	$3,400,000
	City Bond						
	MDE Bond	$10,000,000	$12,000,000	$8,000,000	$12,000,000	$7,500,000	$49,500,000
	Grant or Devel.						$0
	Total	$11,200,000	$12,550,000	$8,550,000	$12,550,000	$8,050,000	$52,900,000
FY26 PROJ	$ 2,750,000						
FY26 POs	$ 1,863,370						

City Of Hagerstown
Finance Department
Tabulation Report

Title: Hagerstown Wastewater Treatment Plant Improvements - Phase 1
No: B1881.26
Deadline Date/Time: 8/18/26 @ 2:00PM
Contact Person: Tyler French

Bid Details

Bidder	**Conewago Enterprises, Inc**	**Carl Belt, Inc**	**WM Schlosser**
Lump Sum Price (Base Bids and Alternates)			
Complete work, except as included in other items below	$25,010,147.00	$21,422,000.00	$33,572,153.00
System Integrator Allowance, Micro-Tech Designs, Inc. (MTD)	$450,847.00	$450,847.00	$450,847.00
Total Lump Sum Bid Price for Base Bid (sum of line items above)	$25,460,994.00	$21,872,847.00	$34,023,000.00
Bid Alternates			
Alternate A (Add) Wastewater Lab Demo and Remodel	$76,517.00	$70,000.00	$135,000.00
Lump Sum Allowances			
1. Lump Sum for Additional Site Work Improvements, if required and authorized by Owner Allowance	$100,000.00	$100,000.00	$100,000.00
2. Lump Sum for Additional Structural Improvements, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
3. Lump Sum for Additional Mechanical Improvements, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
4. Lump Sum for Additional Electrical Improvements, if required and authorized by Owner Allowance	$100,000.00	$100,000.00	$100,000.00
5. Lump Sum for Additional Concrete Crack Repair, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00

Bidder	Conewago Enterprises, Inc	Carl Belt, Inc	WM Schlosser
6. Lump Sum for Additional Concrete Surface Repair, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
7. Lump Sum for Additional full depth asphalt resurfacing through plant enterance and entire loop road, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
8. Lump Sum for Additional Concrete Paving, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
9. Lump Sum for Additional Concrete Sidewalk, Curb and Gutter, if required and authorized by Owner Allowance	$50,000.00	$50,000.00	$50,000.00
Total for all Lump Sum for Allowances	$550,000.00	$550,000.00	$550,000.00
Contingency Allowances			
Lump Sum Contingency Allowance 1	$2,200,000.00	$2,200,000.00	$2,200,000.00
Total for all Lump Sum Contingency Allowances	$2,200,000.00	$2,200,000.00	$2,200,000.00
Unit Price Bids			
Bid Unit Price	$300.00	$245.00	$500.00
Flowable Fill Estimated Quantity	160	160	160
Unit	CY	CY	CY
Bid Amount	$48,000.00	$39,200.00	$80,000.00
Total of All Unit Price Bid Items	$48,000.00	$39,200.00	$80,000.00
Total Bid Price			
Total Bid Price (Total of all Lump Sum and Unit Price Bids) Total of Paragraph 3.a. and 3.b.	$28,335,511.00	$24,732,047.00	$36,988,000.00
Additional Requirements			
Vendor Forms	Yes	Yes	Yes
Addendum I	Yes	Yes	Yes
Addendum II	Yes	Yes	Yes
Addendum III	Yes	Yes	Yes
Addendum IV	Yes	Yes	Yes
Addendum V	Yes	Yes	Yes

	Conewago	Carl Belt	WM Schlosser
Price (Base Bid)	$25,460,994	$21,872,847	$34,023,000
Price (Alternate A - WW Lab)	$76,514	$70,000	$135,000
Price Points (50 max)	43	50	32
Experience Points (20 max)	10	15	20
Safety Points (15 max)	0	15	15
Subcontractors Points (15 max)	15	15	15
Total	68	95	82
Bid submitted by date/time in required manner	X	X	X
Bid named and transmitted according to instructions	X	X	X
Bid form completed correctly	X	X	X
Base bid and alternates completed	X	X	X
Specified cash and contingency allowances included	X	X	X
Bid security included (5% bid price including alt)	X	X	X
All addenda acknowledged	X	X	X
Evidence of authority to do business in Maryland	X	X	X
Contractor licensure provided	X	X	X
Qualification Statement and data submitted	-	X	X
- Project Experience	X	X	X
- Personnel experience	-	X	-
- Present commitments	-	X	X
- Financial data	-	X	X
Subcontractor form submitted	X	X	X
- Excavation	Self perform	Self perform	Laurita
- Concrete	Self perform	Self perform	A&C Construction
- Painting	Wenrich Painting	Wenrich Painting	Weinrich
- Masonry	Ralph E Tolbert Masonry	Swords Masonry	Self perform
- Mechanical	Horton Mech	Walter N Yoder & Sons	Walter N Yoder & Sons
- Electrical	Monocacy Valley Electric	S&S Electric	Monocacy Valley Electric
- Instrumentation	MTD	MTD	MTD
- Plumbing	Horton Mech	Walter N Yoder & Sons	Walter N Yoder & Sons
- Other			
Bid contains no exceptions	X	X	X
Bidder attended pre-bid conference	X	X	X

HAGERSTOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS PHASE I

BID NO. B1881.26

BID SUBMITTED BY:

GENERAL CONTRACTOR
CARL BELT, INC.
11521 MILNOR AVENUE
P.O. BOX 1210
CUMBERLAND, MD 21502
PHONE: 301-729-8900

HAGERSTOWN WASTEWATER TREATMENT PLANT IMPROVEMENTS – PHASE I

BID NO. B1881.26

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   - **00 43 36 – PROPOSED SUBCONTRACTORS FORM**
   - **00 45 19 – NON-COLLUSION AFFIDAVIT**
   - **00 45 33 – NON-SEGREGATED FACILITIES AFFIDAVIT**
   - **STATE OF MARYLAND BUSINESS LICENSE**
   - **STATE OF MARYLAND GOOD STANDING CERTIFICATE**
   - **RESOLUTION OF THE BOARD OF DIRECTORS**
   - **QUALIFICATION STATEMENT WITH SUPPORTING DATA**

2. **QUALIFICATION PACKAGES FOR PROPOSED SUBCONTRACTORS**

ADDENDUM NO. III
ATTACHMENT #1

SECTION 00 41 00 – BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

PROJECT IDENTIFICATION:

Hagerstown Wastewater Treatment Plant Improvements - Phase 1
IFB – B1881.26

1. OWNER AND BIDDER

a. This Bid is submitted to the City of Hagerstown via the following Dropbox link:

https://www.dropbox.com/request/xchndehj7j4fooshv8aj

b. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2. ATTACHMENTS TO THIS BID

a. The following documents are submitted with and made a condition of this Bid:
   i. Required Bid security;
   ii. List of Proposed Subcontractors;
   iii. List of Proposed Suppliers;
   iv. Evidence of authority to do business in the state of the Project and of a good standing;
   v. Contractor's license number as evidence of Bidder's State Contractor's License; and
   vi. Required Bidder Qualification Statement with supporting data.

3. BASIS OF BID—LUMP SUM BID AND UNIT PRICES

a. *Lump Sum Bids*
   i. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

      1. Lump Sum Price (Base Bid and Alternates)

Complete Work, except as included in other items below	$ 21,422,000.00
System Integrator Allowance, Micro-Tech Designs, Inc. (MTD)	$450,847
Total Lump Sum Bid Price for Base Bid (sum of line items above)	$ 21,872,847.00
Alternate A **[Add] Wastewater Lab Demo and Remodel**	$ 70,000.00

ii. All specified cash allowance(s) are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

1. Lump Sum for Additional Site Work Improvements, if required and authorized by Owner Allowance	$ 100,000
2. Lump Sum for Additional Structural Improvements, if required and authorized by Owner Allowance	$ 50,000
3. Lump Sum for Additional Mechanical Improvements, if required and authorized by Owner Allowance	$ 50,000

4. Lump Sum for Additional Electrical Improvements, if required and authorized by Owner Allowance	$ 100,000
5. Lump Sum for Additional Concrete Crack Repair, if required and authorized by Owner Allowance	$50,000
6. Lump Sum for Additional Concrete Surface Repair, if required and authorized by Owner Allowance	$50,000
7. Lump Sum for Additional full depth asphalt resurfacing through plant entrance and entire plant loop road, if required and authorized by Owner Allowance	$50,000
8. Lump Sum for Additional Concrete Paving, if required and authorized by Owner Allowance	$50,000
9. Lump Sum for Additional Concrete Sidewalk, Curb and Gutter, if required and authorized by Owner Allowance	$50,000
Total for all Lump Sum for Allowances	~~$500,000~~ $550,000

i. All specified contingency allowances are included in the price(s) set forth below, and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Lump Sum Contingency Allowance 1	$2,200,000
Total for all Lump Sum Contingency Allowances	$2,200,000

b. *Unit Price Bids*

i. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
1	Flowable Fill	CY	160	$245.00	$ 39,200.00
Total of All Unit Price Bid Items					$ 39,200.00

ii. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

c. *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids) Total of Paragraph 3.a. and 3.b.	$ 24,732,047.00

d. Combination of Sections – Not Used

10. TIME OF COMPLETION

a. Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

b. Bidder agrees that the Work covered by the Milestone or Milestones, if any, indicated in the Agreement will be completed as required by the Contract Documents.

c. Bidder accepts the provisions of the Agreement as to liquidated damages.

11. BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

a. *Bid Acceptance Period*

i. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

b. *Instructions to Bidders*

i. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

c. *Receipt of Addenda*

i. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	6/26/2026
2	7/21/2026
3	7/24/2026
4	8/3/2026
5	8/12/2026

12. BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

a. *Bidder's Representations*

i. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

b. *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
   a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
   b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
   c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
   d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
5. Bidder has attended the pre-Bid conference.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Carl Belt, Inc.
(typed or printed name of organization)

By: [signature]
(individual's signature)

Name: David J. Madden
(typed or printed)

Title: Executive Vice President
(typed or printed)

Date: 8/18/2026
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: [signature]
(individual's signature)

Name: Leslie Rippey
(typed or printed)

Title: Corporate Secretary
(typed or printed)

Date: 8/18/2026
(typed or printed)

Address for giving notices:
P.O. Box 1210
Cumberland, MD 21501-1210

Bidder's Contact:

Name: David J.Madden
(typed or printed)

Title: Executive Vice President
(typed or printed)

Phone: 301-729-8900

Email: davem@thebeltgroup.com

Address:
11521 Milnor Avenue
P.O. Box 1210
Cumberland, MD 21501-1210

Bidder's Contractor License No.: 01401234
Bidder's Contractor License expiration 4/30/2027

BID BOND (PENAL SUM FORM)

Bidder Name: **Carl Belt, Inc.** Address *(principal place of business)*: **11521 Milnor Avenue** **Cumberland, MD 21502**	**Surety** Name: **Fidelity and Deposit Company of Maryland** Address *(principal place of business)*: **1299 Zurich Way** **Schaumburg, IL 60196**
Owner Name: **The City of Hagerstown** Address *(principal place of business)*: **One East Franklin Street** **Hagerstown, MD 21740**	**Bid** Project *(name and location)*: **Hagerstown Wastewater Treatment Plant Improvements - Phase 1** **1 Clean Water Circle** **Hagerstown, MD 21740** Bid Due Date: **8/18/2026**
Bond Penal Sum: **Five Percent of Total Bid Amount (5% of Total Bid)** Date of Bond: **8/18/2026**	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Carl Belt, Inc. *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: David J. Madden *(Signature)*	By: Kayla McCullough *(Signature) (Attach Power of Attorney)*
Name: David J. Madden *(Printed or typed)*	Name: Kayla McCullough *(Printed or typed)*
Title: Executive Vice President	Title: Attorney-in-Fact
Attest: Leslie Rippey *(Signature)*	Attest: Patrick Buck *(Signature)*
Name: Leslie Rippey *(Printed or typed)*	Name: Patrick Buck *(Printed or typed)*
Title: Corporate Secretary	Title: Account Executive

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Patrick BUCK, Gillian ROE, Lisa WINCHESTER, Shelley MCCABE, Kayla D. MCCULLOUGH, Gregory A. SMITH, Carol UADISKI, Lisa BYNUM of Cumberland, Maryland,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 10th day of March A.D. 2025.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Christopher Nolan
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 10th day of March A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 18th day of August 2026.







Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

ZURICH®

ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID–19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

Robert D. Murray
Executive Vice President
Head of Surety

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890

Zurich American Insurance Company CORPORATE SEAL 1998 Illinois

Colonial American Casualty and Surety Company CORPORATE SEAL

SECTION 00 43 31 - EQUIPMENT QUESTIONNAIRE

The Bidder shall enter in the spaces provided the names of the manufacturers of equipment which Bidder proposes to furnish, and shall submit this Equipment Questionnaire with its Bid. Owner will review and evaluate the information before award of the Contract.
Only one manufacturer's name shall be listed for each item of equipment. Upon award of a contract, the named equipment shall be furnished. Substitutions will be permitted only if named equipment does not meet the requirements of the Contract Documents, the manufacturer is unable to meet the delivery requirements of the construction schedule, or the manufacturer is dilatory in complying with the requirements of the Contract Documents. Substitutions shall be subject to concurrence of Owner and shall be confirmed by Change Order.
Preliminary acceptance of equipment listed by manufacturer's name shall not in any way constitute a waiver of the specifications covering such equipment; final acceptance will be based on full conformity with the Contract Documents.

Failure to furnish all information requested or entering more than one manufacturer's name for any item in this Equipment Questionnaire may be cause for rejection of the Bid.

	Equipment	Manufacturer
1.	43 23 13.14 – Horizontal End Suction Centrifugal Pumps	Fairbanks Nijhuis (Pentair)
2.	43 24 13 – Vertical Turbine Solids Handling Pumps	Fairbanks Nijhuis (Pentair)
3.	43 25 14 – Double Disc Pumps	Penn Valley Pump
4.	43 41 45.13 – Fiberglass Reinforced Plastic Chemical Storage Tanks	Augusta Fiberglass
5.	46 21 53 – Center Flow Perforated Plate Screens	Huber
6.	46 21 73 – Screenings Washer Compactor Equipment	Huber
7.	46 33 00 – Liquid Chemical Feed Systems	EI2 + Watson Marlow
8.	46 61 73 – Automatic Strainers	Huber

End of Section

SECTION 00 43 36 - PROPOSED SUBCONTRACTORS FORM

In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for the Project.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Subcontractor's Work	Subcontractor's Name
Excavation	Self-Perform
Concrete	Self-Perform
Painting	Wenrich Painting, Inc.
Masonry	Swords Masonry, Inc.
Mechanical	Walter N. Yoder & Sons, Inc.
Electrical	S&S Electric, Inc.
Instrumentation	MicroTech Designs, Inc.
Plumbing	Walter N. Yoder & Sons, Inc.

In addition to the proposed Subcontractors listed above, the following Subcontractors are proposed for use in performing the Work on subcontracts which will exceed 10 percent of the Contract Price.

Electrical	S&S Electric, Inc.
Mechanical	Walter N. Yoder & Sons, Inc.

NOTE: This form must be submitted with the Bid in accordance with the Instructions to Bidders.

Bidder's Signature

David J. Madden
Executive Vice President

NON-COLLUSION AFFIDAVIT

City: Cumberland

County: Allegany

State: Maryland

David J. Madden being first duly sworn, deposes and says that
Authorized Officer

he/she is Executive Vice President of Carl Belt, Inc.
(Owner, Partner, President, etc.) Company Name

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of affiant or another bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; further, that such bidder has not, directly or indirectly submitted this bid, or that contents thereof, or divulged information or data relative thereto any association or to any member of agent thereof.

David J. Madden
Affiant

Sworn and subscribed before me this 18th day of Auigust, ~~200~~ 2026

Jennifer L. Wilson
Notary Public Jennifer L. Wilson

County: Allegany

State: Maryland

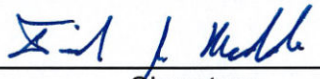
(SEAL)

May 8, 2027
Expiration Date

U.S. ENVIRONMENTAL PROTECTION AGENCY
WATER QUALITY OFFICE

NON-SEGREGATED FACILITIES AFFIDAVIT

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.



Signature

8/18/2026
Date

David J. Madden, Executive Vice President
Name and Title of Signer (Please Type)

Carl Belt, Inc.
Firm Name

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

90 County

State of Maryland
License

01401234
01725312
01639111

CARL BELT INC
PO BOX 1210
CUMBERLAND MD 21502

CARL BELT INC
11521 MILNOR AVE
CUMBERLAND MD 21502

26

Business License Printed Online

Print Number: 3

CODE	UNIT	TYPE OF LICENSE	NO OF LIC	COST
77	015	CONSTRUCTION FIRM (NOT FOR HOME IMPROVEMENT)	1	15.00

DATE OF ISSUE MO DAY YR
04/08/2026

MONTHS PAID
12

ISSUING FEES	2.00		
TOTAL	17.00		AMOUNT PAID 17.00

THIS LICENSE MUST BE PUBLICLY DISPLAYED
AND EXPIRES ON **APRIL 30, 2027**

ISSUED BY
DAWNE D. LINDSEY, CLERK OF CIRCUIT COURT
30 WASHINGTON STREET
CUMBERLAND, MARYLAND 21502 (301)777-5922

MCR

A valid Business License shall be printed in color.

COMPTROLLER of MARYLAND

SERVING THE PEOPLE

Brooke E. Lierman
Comptroller

Luther Dolcar
Director
General Accounting Division

August 13, 2026

JENNIFER WILSON
11521 MILNOR AVENUE
CUMBERLAND MD 21502

Greetings!

The following Good Standing Certificate is being issued by the Maryland State Comptroller as requested and expires six months from the date stated above.

This is to certify that all taxes and charges known to be due to the State of Maryland, as reflected in the records of the Comptroller of Maryland, as of this date, payable through the state Comptroller's office or the Department of Labor's Division of Contributions by

CARL BELT INCORPORATED
F520747947

have been paid.

We make no representation as to the payment of any tax or charge that may be determined to be due from **CARL BELT INCORPORATED** to the State of Maryland, but which is not reflected in the records of the Comptroller of Maryland, as of this date.

Witness my hand and official seal this 13th day of August 2026.

deputy comptroller
Comptroller of Maryland

TREASURY DEPARTMENT
COMPTROLLER'S OFFICE
CRESCITE ET MULTIPLICAMINI

COT/GAD-409A

CARL BELT
INCORPORATED

CONTRACTING .. ENGINEERING

Telephone: 301-729-8900
FAX Number: 301-729-0163

11521 MILNOR AVENUE
UPPER POTOMAC INDUSTRIAL PARK

POST OFFICE BOX 1210
CUMBERLAND, MARYLAND 21501-1210

RESOLUTION
of the
BOARD OF DIRECTORS

Be it **Resolved** this 4th day of October 2019, that the Board of Directors has approved the authority of the following to:

1. Execute documents to borrow funds in the name of the Corporation
2. Execute documents to sell/purchase or otherwise acquire personal or real property on behalf of the Corporation
3. Execute any and all documents necessary for the continuation of the Corporation as a going concern including, but not limited to, business licenses, bonds and agreements to complete projects pertaining to business operations.

Those individuals are:

Carl Belt, Jr.
David J. Madden
Jeremy G. Irons
Jared Burkett
Mark A. Farris
Sean D. Fradiska
Randy J. Cirillo

Carl Belt, Jr.,
President

Corporate Seal

CARL BELT INCORPORATED
INCORPORATED
1962
MARYLAND

Leslie A. Rippey
Corporate Secretary

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Vehicle Repairs-Unit 527 Vac Truck ~ Mid-Atlantic Waste Systems (Easton, MD) $66,443.39

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_VEHICLE_527_REPLACEMENT.pdf	CONSENT MID-ATLANTIC
BUDGET_TRANSFER_WORKSHEET_FY2027_UNIT_527_REPAIR.pdf	BUDGET TRANSFER WORKSHEET
QUOTE_FOR_REPAIRS.pdf	QUOTE MIDATLANTIC

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

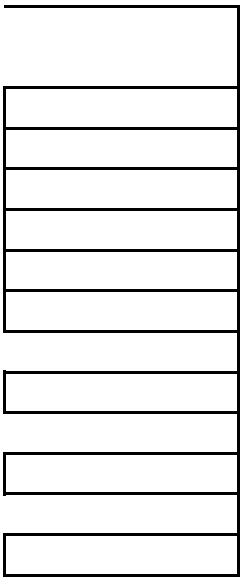
(4) City Administrator

COMMENTS

_____

Signature / Date

ACCOUNT SUMMARY		BUDGET TRANSFER Oct-26 UNIT 527 VAC TRUCK REPAIR		
ACCOUNT		5472601-5438	5485001-C0267	
BUDGET		$ 40,000.00	$ 1,000,000.00	
CASH FUNDED		$ 40,000.00	$ 1,000,000.00	
ACTUAL		$ (23,724.16)	$ -	
ENCUMBRANCES	FY27	$ -	$ (21,137.50)	
PREVIOUS BUDGET TRANS		$ -	$ -	
AVAILABLE		$ 16,275.84	$ 978,862.50	
BUDGET TRANSFER		$ 75,000.00	$ (75,000.00)	
NEW ACCT BALANCE		$ 91,275.84	$ 903,862.50	



MARYLAND INDUSTRIAL TRUCKS, INC.
1330 West Nursery Road • Linthicum, Maryland 21090
Baltimore 410.636.1255 • Fax 410. 636.5734 • Toll Free 800.481.5439
www.mdindustrialtrucks.com
GSA Contract Holder GS-30F-1012H

City of Hagerstown
September 15, 2026 **Estimate#:** Pump/Blower

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

Make: Vactor **Model:** 2100 **Serial:** 14-01V-14321 **Unit #:**

- Remove blower from vacuum system, rebuild/replace necessary parts and reinstall back on unit.
- Removed rodder pump from unit, rebuild/replace necessary parts and install back on unit.
- Test unit after repairs.

*****NOTE: After testing if any further issues are found, an addendum will be sent.*** Estimate valid until 10/31/2026.**

Parts: $53,243.39
Labor: $ 8,000.00
Misc: $ 200.00
Total: $61,443.39

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

NOTE **Pricing subject to change without notice due to the tariffs.** This estimate is based upon the initial inspection and may be subject to change upon further testing. Any changes will be submitted for customer approval prior to repairs being made. This estimate represents our best efforts at an accurate estimate to get the unit into proper operating condition. A 15% variance more or less may occur to cover incidentals. Maryland Industrial Trucks, Inc. will not make any additional repairs beyond the 15% variance without your consent. Price does not include any applicable taxes or freight. Please advise Maryland Industrial Trucks, Inc. of your consent for these repairs to be made by signing this document and providing a purchase order if required.

Again, thank you for the opportunity to quote your needs. If you have any questions, please feel free to contact me at 410-636-1255 ext: 1019 or email tkappel@mdindustrialtrucks.com . I am looking forward to doing business with you.

Sincerely,

Traci Kappel
Service

Accepted By: _____

Title: _____ Date: _____P.O. #: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Ordinance: Land Management Code Annual Amendments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2026_1027_RS_Approval_of_an_Ordinance_Land_Management_Code_Annual_Amendments.pdf	Approval of an Ordinance: Land Management Code Annual Amendments

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 27, 2026**

TOPIC: **Approval of an Ordinance: Amend the City Code by Repealing and Re-enacting Chapter 140, the Land Management Code to Incorporate An Annual Program of Amendments**

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

MOTION: I hereby move that the Mayor and City Council approve an ordinance to amend the City Code by repealing and re-enacting Chapter 140, Land Management Code. The re-enacted Land Management Code includes a collection of annual revisions for 2025 and 2026 finalized by the Mayor and City Council. This re-enacted version of the Land Management Code shall be known as version 3.13.

DATE OF INTRODUCTION: 09/22/2026
DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 11/26/2026

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, BY REPEALING AND RE-ENACTING CHAPTER 140, LAND MANAGEMENT CODE, TO INCORPORATE A PACKAGE OF ANNUAL REVISIONS FOR 2025-2026.

RECITALS

WHEREAS, by virtue of the Land Use Article of the Annotated Code of Maryland the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Mayor and Council have a responsibility to implement the policies of the Comprehensive Plan and provide a system of land use and development regulations that provides for harmonious use and development of land; and

WHEREAS, the Planning Commission have recommended a package of amendments to the Land Management Code to better protect our neighborhoods and facilitate desirable use and development of land within the City of Hagerstown; and

WHEREAS, upon discussion with City staff and review during a public hearing process, the Mayor and Council find it in the best interests of the citizens to revise Chapter 140 to incorporate a package of twenty-five revisions for 2025-2026, as hereafter described;

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

1. The Code of the City of Hagerstown be and is hereby amended by deleting and repealing Chapter 140, Land Management Code, version 3.12, as revised.

2. The Code of the City of Hagerstown be and is hereby amended by adding thereto a new chapter, to replace Chapter 140 hereinabove repealed, to be Chapter 140, Land Management Code, to read as follows:

(See Attached Text of Chapter 140)

3. This ordinance shall become effective immediately upon the effective date of this Enacting Ordinance.

4. This revised and amended code in its entirety shall be known as version 3.13.

5. Staff is authorized to review this text and verify that all cross-referencing and outline structure that appeared in the version repealed is unaffected, and where cross-references carried forward from the repealed version are found to be affected, correct affected references without affecting content of the Chapter.

Effect on penalty, forfeiture, or liability

(a) Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Ordinance does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under this Ordinance.

Purposes for which Ordinance shall remain in effect

(b) This repealed, repealed and reenacted, or amended Ordinance shall remain in effect for the purpose of sustaining any:

(1) pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability; and

(2) judgment, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right, or liability.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

_____

Donna Spickler, City Clerk

_____

William McIntire, Mayor

Date of Introduction: September 22, 2026

Date of Passage: October 27, 2026

Effective Date: November 26, 2026

2026 LAND MANAGEMENT CODE AMENDMENT PROPOSALS

ZT-2026-02
Annual Comprehensive Updates Package

RESULTING FROM MAYOR AND CITY COUNCIL HEARING HELD ON AUGUST 25, 2026
AND DIRECTED BY THE ELECTED BODY TO INTRODUCE VIA ORDINANCE ON SEPTEMBER 8, 2026

FOR ADDITIONAL INFORMATION, CONTACT THE PLANNING STAFF AT:
PLANNING@HAGERSTOWNMD.ORG
OR
301-739-8577, EXTENSION 138

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-01	**Is this a new issue or one previously discussed?**	---
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Update all references of "Planning and Code Administration" to "Department of Planning and Economic Development."		
Justification: The Planning and Code Administration Department no longer exists.		

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

Article 1, Section A (page 1-1) Example provided.

Title. This Chapter is known and may be cited as the "Land Management Code." Individual Articles of this Chapter may be cited as the "Ordinance" it is crafted to govern, as described in each Article. This Chapter includes both the text of the regulations and the Zoning Map of the City of Hagerstown, as maintained by the ~~Planning and Code Administration Department.~~ Department of Planning and Economic Development (hereinafter "the Department").

All references after the initial will just refer to "the Department."

This amendment would also be found in the following locations, with some possible editing for grammar or context:

Article 1, Section C (page 1-1)
Article 1, Appendix 1 (page 1-5)
Article 2, Section C Number 4 Subsection C (page 2-3)
Article 2, Section C Number 5 Subsection C (page 2-4)
Article 3, Section A Number 6 (page 3-1)
Article 3, Definitions Development Project Completion (page 3-12)
Article 4, Section A Number 9 Subsection C (page 4-4)
Article 4, Section K Number 12 (page 4-86)
Article 4, Section S Number 2 Subsection B Paragraph 4 (page 4-128)
Article 4, Section T Number 9 (page 4-137)
Article 5, Section A Number 2 (page 5-4)
Article 5, Section C Number 2 (page 5-10)
Article 5, Section C Number 5 (page 5-12)
Article 5, Section C Number 6 Subsection F (page 5-13)
Article 5, Section C Number 14 (page 5-12)

Article 5, Section C Number 16 Subsection B (page 5-17)
Article 5, Section E Number 2 Subsection L (page 5-25)
Article 5, Section F (page 5-29)
Article 5, Section E Number 10 (page 5-40)
Article 5, Section I Number 1 Subsection A (page 5-46)
Article 5, Section I Number 4 Subsection F Paragraph1 (page 5-50)
Article 5, Section I Number 4 Subsection F Paragraph 2 (page 5-50)
Article 5, Section I Number 4 Subsection F Paragraph 3 (page 5-50)
Article 5, Section K Number 2 (page 5-77)
Article 5, Section K Number 2 Subsection C (page 5-77)
Article 5, Section K Number 4 Subsection C (page 5-78)
Article 5, Section K Number 6 Subsection A (page 5-79)
Article 5, Section K Number 6 Subsection A (page 5-79)
Article 5, Section K Number 7 (page 5-79)
Article 5, Section K Number 4 (page 5-93)
Article 5, Section K Number 4 (page 5-93)
Article 7, Section A Number 3 Subsection B Paragraph 2 Clause b Item ii (page 7-3)
Article 7, Section A Number 3 Subsection B Paragraph 7 Clause c (page 7-4)
Article 7, Section A Number 3 Subsection B Paragraph 10 Clause b (page 7-5)
Article 7, Section A Number 3 Subsection C Paragraph 2 (page 7-5)
Article 7, Section A Number 3 Subsection C Paragraph 3 Clause b Item ii (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 4 (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 4 Clause d (page 7-6)
Article 7, Section A Number 3 Subsection C Paragraph 5 (page 7-6)
Article 7, Section B Number 1 Subsection A (page 7-9)
Article 7, Section B Number 2 Subsection a (page 7-9)
Article 7, Section B Number 2 Subsection b (page 7-9)
Article 7, Section C Number 1 Subsection d (page 7-11)
Article 7, Section C Number 1 Subsection f (page 7-12)
Article 7, Section C Number 1 Subsection g Paragraph 1 (page 7-12)
Article 7, Section C Number 1 Subsection g Paragraph 2
Article 7, Section C Number 1 Subsection g Paragraph 3
Article 7, Section C Number 1 Subsection g Paragraph 4
Article 7, Section C Number 2 Subsection d (page 7-15)
Article 7, Section C Number 3 Subsection b Paragraph 6 (page 7-16)
Article 7, Section I Number 1 Subsection b Paragraph 2 (page 7-25)
Article 7, Section K Number 1 Subsection b (page 7-29)
Article 7, Section M Number 1 Subsection c (page 7-33)
Article 7, Section N Number 1 (page 7-35)
Article 7, Section N Number 2 (page 7-35)

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-02	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Replace "mobile home" with "manufactured home" and update associated definitions.		
Justification: Amends ordinance to use term more consistent with state and federal laws and regulations.		

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

Article 3 Section C (page 3-13) Example provided.

DWELLING, ~~MOBILE~~ MANUFACTURED – A dwelling structure that is transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without permanent foundation when connected to the required utilities. This is often referred to as a "mobile home". The term manufactured home or mobile home shall not include a recreational vehicle. (*Zoning and Floodplain*)

References are found in the following locations:

Article 3, Section C, Definition of "Dwelling, Modular (Industrialized Building) (page 3-13 to 14)
Article 3 Section C, Definition of "Mobile Home Park", twice within definition (page 3-27)
Article 4 Section D Number 5 Subsection c (page 4-18)
Article 4 Section D Number 5 Subsection h (page 4-21) – title and four times.
Article 4 Section D Number 5 Subsection h Paragraphs 6 and 7 (page 4-22)
Article 4 Use Chart 1 (page 4-154)
Article 4 Use Chart 2 (page 4-158)
Article 5 Section I.4.j.(1) under "Residential Buffers" (page 5-52)

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-03	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Remove reference to performance standards in the POM District from the legend at the beginning of the use chart (Section Z) of Article 4.		
Justification: Recent amendments removed the performance standards for a handful of uses in the POM District. When that was done, staff missed the reference to it in the key at the beginning of the use chart section. This is a clean-up amendment, removing a redundant reference that now references nothing. This also corrects a minor prior editing error highlighted in red on the first line.		

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

Article 4 (Zoning)
Section Z (Use Chart)
Remove item from legend
Page 4-151

Z. Chart of Permitted and Special Exception Uses.

Uses shall be principal permitted uses, special exception uses~~,~~ or prohibited in each zoning district in accordance with the matrix found on the following pages. Some uses are permitted subject to performance and locational standards within a district, and the reader shall review the chart closely to determine whether locational or performance standards apply to a proposed use.

Blank Not permitted.

P Permitted-Principal Use.

P* Permitted-Principal use in accordance with parking requirements (Section O).

~~**P#** Permitted-Principal use in the POM district, subject to certain limitations enumerated in Subsection F.2.b(5).~~

P@ Permitted-Principal use in the N-MU and CC-MU districts, subject to certain enumerated requirements in Subsection E.7.

P** Permitted-Principal use in the I-MU district, subject to certain enumerated requirements in Subsection H.8.

SE Special Exception Use.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-04	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify where convenience stores are permitted by adding additional districts to existing line in use chart.		
Justification: In the use chart, retail uses are described as a single type of use, but there are exceptions for certain uses, such as adult uses, gasoline sales, etc. The existing chart shows "convenience stores without gas pumps." This was done as a means of regulating where gas stations are located. This is because most gas stations have convenience stores. Due to past restructuring of other references, this is now confusing and should be consolidated with the provision for general retail sales. To read this line, one would think convenience stores without fuel pumps are permitted only in these four districts and not permitted in most commercial districts. There is no direction to the reader to refer to general retail. This proposal consolidates this reference with the provision for general retail sales and there is a cross reference to gasoline sales in the same line. Consolidating these should be less confusing.		

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

Article 4 (Zoning)
Section Z.2 (Use Chart)
Remove existing chart line
Page 4-164

Use	N-MU	CC-MU	PUD-V	PUD-R
~~Convenience store without fuel pumps (445120)~~	~~P~~	~~P~~	~~P~~	~~P~~

Article 4 (Zoning)
Section Z.2 (Use Chart)
Amend existing chart line
Page 4-167

Use	CL	C	LC
Retail and wholesale trade (44-45) excluding auto and other motor vehicle dealers unless all vehicle storage is indoors and excluding adult entertainment businesses – up to 5,000 square feet in net floor area per business. This provision shall also include retail bakeries (311811), ~~and~~ retail confectioneries (311320), and convenience stores without fuel pumps (445120) and/or EV charging stations. Regulation of specific trade uses that are found elsewhere in this chart shall prevail. (Ed. Note: See Page 4-165 regarding gasoline sales and EV charging stations)	P	P	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-05	**Is this a new issue or one previously discussed?**	---
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---

Summary:

1. Remove references to June 2025 amendments and July, 2026 forest conservation amendments.
2. Renumber subsection where an item was removed and left as a placeholder reference.

Justification: When intervening amendments are added to the Land Management Code mid-cycle, notes are added to identify the affected area as an amendment in order to identify when the amendment took effect. When the next version of the Code is adopted, it is adopted anew, and the amendment references in the prior version are removed.

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

There are numerous amendment references throughout the code due to the June, 2025 cannabis and POM district amendments and the recently adopted updates associated with the forest conservation ordinance. Rather than provide many pages of editorial structure for each one, the following is an example of how all of the existing references will be uniformly addressed.

CANNABIS INCUBATOR - A State-licensed facility to house micro-growers, micro-processors, and/or delivery-only micro-dispensaries. The three micro-use types are defined in Section 36-401 of the Alcoholic Beverages and Cannabis Article of the Annotated Code of Maryland. *(Zoning)* ~~*(Amended June 26, 2025)*~~

Article 4 Section F Paragraph 2 Subsection b Subparagraph 5 (page 4-37 to 39) Renumber to account for removal of former item 5:

~~(5). *[Ed. Note: Removed per ZT-2024-04] (Amended June 26, 2025)*~~
~~(6).~~ (5). Temporary outdoor principal use sales facilities Remainder omitted as unchanged.
~~(7).~~ (6). Conditions for Kennels in CG and CR Zoning Districts. Remainder omitted as unchanged.
~~(8).~~ (7). An automobile, recreational vehicle, boat and/or truck…. Remainder omitted as unchanged.
~~(9).~~ (8). Performance Standards for Mixed Use Buildings in the CG and CR Zoning Districts) Remainder omitted as unchanged.
~~(10).~~ (9). A flea market shall: Remainder omitted as unchanged.
~~(11).~~ (10). Performance Standards for Warehouse/Flex in the CR and POM Districts: Remainder omitted as unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-06	**Is this a new issue or one previously discussed?**	---
Version: 2	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify that traffic control devices must comply with State regulations.		
Justification: Currently, the Ordinance is not clear that traffic control devices on properties proposed for improvement via a site plan must adhere to a standard.		

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

Article 5 (Subdivision and Land Development)
Section G. Required Improvements in Subdivisions
Subsection 3. Street Signs and Traffic Control Devices
Page 5-35.

3. Street Signs and Traffic Control Devices.

Street signs and all other traffic control signs and devices shall be installed at the developer's expense in accordance with the City Engineer's Public Ways Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown. All street intersections on County and state roads and signage shall comply with County and state policies and ordinances, as applicable, including the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD).

Article 5 (Subdivision and Land Development)
Section I. Site Plan Standards
Subsection 4. Landscaping Plan and Parking Area Design Requirements
Pages 5-45 and 5-56.

4. Landscaping Plan, Traffic Control and Parking Area Design Requirements.

o. Traffic Control.

Street signs and all other traffic control signs and devices on the property shall be installed at the developer's expense in accordance with the City Engineer's Public Ways Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown. All street intersections on County and state roads and signage shall comply with County and state policies and ordinances, as applicable, including the Maryland Manual on Uniform Traffic Control Devices (MdMUTCD).

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-07	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Change "Handicapped Parking" to "Accessible Parking" in parking requirements.		
Justification: Align with Maryland Accessibility Code		

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

Article 4: Zoning
Section O: Parking
Page: 4-110

6. ~~**Handicapped**~~ **Accessible Parking.**
~~Handicapped~~ Accessible parking shall be in conformance with the "Maryland Accessibility Code," COMAR 05.02.02., as administered by the Chief Code Official.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-08	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Close loophole in regulations regarding building on alley lots.		
Justification: A recent variance and subdivision to create a lot on an alley around an old barn exposed a loophole in the Ordinance. Nothing currently prohibits someone from creating a lot on an alley, then seeking approval of an accessory structure on the separate lot, which makes it ripe for separate resale and speculative development. This proposal closes that loophole. It will not prevent creating a lot for an existing building, such as happened in the sample case.		

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

Article 4 (Zoning)
Section D (Residential Zoning Districts)
Section 5.i
Page 4-22

i. Construction On And Use Of Lots That Do Not Front Public Streets.

On lots in residential zoning districts that do not front a public street, one garage, residential in size and scale, shall be permitted as a principal use, provided:

(1) The lot shall have been created prior to the adoption of the Comprehensive Zoning Plan of March 7, 1977 and shall front on an existing paved alley;

(2). New construction of a garage or construction of an addition to an existing garage shall not result in a building exceeding 900 square feet in area or more than one building cumulatively exceeding 900 square feet;

(3). New construction of a garage or construction of an addition to an existing garage shall not exceed one story in height;

(4). New construction of a garage or construction of an addition to an existing garage shall be designed architecturally and so located as to appear to be an accessory structure in the neighborhood in which it is located;

(5). The garage may be used by an owner or lessee for parking and personal use storage only. The garage shall not be used for business or institutional purposes and shall not generate activity other than the occasional delivery or retrieval of vehicles or personal materials stored in the garage, nor attract persons other than the tenant;

(6). No outdoor storage of any kind is permitted;

(7). No garage or addition to an existing garage shall be constructed closer than five feet to any property line or alley right of way.

Remaining paragraph removed as unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-09	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Add cross reference regarding sign regulations to AT section and residential districts section		
Justification: The mixed use, commercial, industrial and overlay sections of Article 4 cross reference regulations for signs to the sign section. No such cross reference exists in the AT district section or the residential districts section. This cleans up a minor hole in the ordinance and makes the sections referring to zoning districts uniform.		

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

Article 4 (Zoning)
Section C (AT Zoning Districts)
New Section 8
Page 4-10

8. Signs.

Regulation of signs shall be per Section I of this Article.

Article 4 (Zoning)
Section D (Residential Zoning Districts)
New Section 9
Page 4-26

9. Signs.

Regulation of signs shall be per Section I of this Article.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-10	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Incorporate protections for pending actions when the Land Management Code is amended.		
Justification: In recent text amendment decisions, language was added to the adopting ordinance that clarifies that the amendment does not impact certain existing or pending actions as a means of protecting City interests. Here, we are incorporating that language into the Code itself. This language is adapted from a recent text amendment ordinance of adoption with only minor structural amendments to fit the outline structure of the Code.		

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

Article 1 (General Provisions)
New Sections N and O. Effect on Penalty, Forfeiture, or Liability When this Chapter is Amended
Page 1-3.

N. Effect on Penalty, Forfeiture, or Liability When this Chapter is Amended.

Except as otherwise expressly provided, the repeal, repeal and reenactment, or amendment of this Chapter does not release, extinguish, or alter a civil penalty, forfeiture, or liability imposed or incurred under this Chapter.

O. Purposes for Which this Chapter Shall Remain in Effect after Amendment.

This repealed, repealed and reenacted or amended Chapter shall remain in effect for the purpose of sustaining any:

1. Pending civil action, suit, proceeding, matter or prosecution for the enforcement of a penalty, forfeiture, or liability, and

2. Judgement, decree, decision or order that imposes, inflicts, or declares the penalty, forfeiture, right or liability.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-11	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify the type of fencing used in developments using the new urban model where homes face open space or an exterior public street and the primary vehicular street frontage with driveways is to the physical rear of the buildings		
Justification: Clarifies that the primary vehicular and emergency access to homes in new developments that use the "narrow public street to the rear" model, the property is essentially a through lot and what is the perceived "rear yard" which faces the only abutting street is treated as a front yard for fencing purposes. Two developments – part of Fountainhead West and all of Heavens Heights (see attached exhibit) are designed on this model.		

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

Article 4 (Zoning)
Section K.1 (Fences)
Page 4-80
Addition to subsection (b).

(b). Front yard fences shall be constructed only of decorative metal, wood picket, vinyl picket or composite picket construction, with the spaces between the pickets being at least one inch wide or half the width of the picket, whichever is greater. In developments where homes are constructed with the architectural front of the house facing open space and the sole public street frontage of the lot is to the rear abutting the perceived rear yard, regulations pertaining to fences in front yards shall apply to the yard between the house and street.

Elsewhere in the fence regulations, it states front yard fences can be up to 4 feet in height, or up to 3 feet in height within 25 feet of an intersection of two public streets. This provision does not apply to actual alleys. Fountainhead West has some alleys and some "narrow public streets" that are necessary to accommodate some lots that front onto open space.



LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-12	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify language regarding when there is a minimum number of parking spaces that require activation of parking lot landscaping.		
Justification: Clarifies language. Thwarts incremental expansions.		

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

Article 5 (Subdivision and Land Development)
Section I.4.h(7)
Page 5-49

(7). All surface parking facilities, ~~greater than seven~~ of eight or more spaces or expanding existing surface parking facilities to create a facility of eight or more spaces shall be landscaped to the minimum requirements as outlined as follows. Requirements shall be rounded up to the nearest whole planting. Trees shall be planted by the developer as part of the Conditions of Approval, for aesthetic reasons and for summer cooling.

The chart in this subsection that follows the above paragraph is not shown here as it will remain unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-13	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify necessary location of parking in N-MU and CC-MU Zoning Districts.		
Justification: Existing language vague. Clarification needed to protect surrounding land uses and streetscapes.		

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

Article 4: Zoning
Section E: Mixed-Use Districts
Subsection 3: Parking
Page: 4-29

3. **Parking Requirements.** As applicable under Section O of this Article.

a. **Location.** Off-street parking spaces ~~must~~ shall be located to the rear or side of the principal building(s). When located to the side of a principal building, the parking area shall be sufficiently screened from public streets with heavy vegetation, fences and/or decorative walls. The Planning Commission shall not approve any site plan for the development or substantial redevelopment of property in the CC-MU or N-MU Zoning Districts that designs substantial parking forward of the front facades of buildings.

b. **Reduction**. Content unchanged.

c. **Small Commercial Exception.** Content unchanged.

d. **Storage of Motor Homes, Camping Trailers, Boats and Personal Watercraft**. Content unchanged.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-14	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarification of when a zoning certificate is required		
Justification: City requires a new zoning certificate for each new non-residential occupant of a building. This amendment makes that more clear.		

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

Article 1 (General Provisions)
Section J (Permits and Certificates)
Page 1-3

J. Permits and Certificates. No development and no new occupancy of a non-residential use shall occur on any property within the City until the applicable permits, approvals, and certificates for such activity or development have been issued and approved by the officials with the authority to approve the same. The Zoning Administrator shall have the authority to revoke an issued zoning certificate or zoning approval of a building permit in accordance with Article 4, Section S.1.g.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-15	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify how expansions of nonconforming uses can be calculated.		
Justification: Nonconforming uses can be within building or outdoors. Expansions of them often are accompanied by need for additional parking. This section needs clarification of how to calculate the maximum permitted expansion depending on the nature of the use.		

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

Article 4 (Zoning)
Section M.5 (Nonconforming Uses)
Page 4-97

5. **Change and Expansion of Nonconforming Use.** Structural alterations of a building or structure or the use of a parcel, lot or tract of land which does not conform to the provisions of this Article shall be allowed only if the building or structure to be altered or the parcel, lot or tract of land to be used is in conformance with the requirements of the zoning district in which it is located.

However, upon application, the Board of Zoning Appeals may approve the structural alteration of a building or structure or the use of a parcel, lot or tract of land which is not in conformance with the provisions of this Article. The cumulative effect of the alteration(s) or extension(s) created by one or more actions of the Board of Zoning Appeals shall not exceed 35% in total of those existing buildings or structures and parcels devoted to a nonconforming use at which time the use became nonconforming.

Break next two sentences of paragraph into a separate paragraph.

The 35% maximum shall be applied to new buildings and additions as related to the cumulative existing area of buildings. The 35% maximum ~~and~~ shall be applied to new uses of land as related to the cumulative existing area used for the specific purpose of the expansion.

Separate last sentence of existing text into a separate statement.

Parking, landscaping and other areas shall not be included in determining the 35% maximum of building and land use expansion areas, however parking areas may be enlarged by up to the same 35% figure in order to provide additional parking for the enlarged use. When enlarging parking to accommodate expansion exceeds 35% of the existing parking area to meet parking requirements for the expanded use, a variance is required to reduce the parking requirement or to expand the area dedicated for additional parking by more than 35%.

SECTION 2

POLICY ADJUSTMENT PROPOSALS

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-16	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Reduce minimum property area of a conversion overlay from 20,000 square feet to 10,000 square feet.		
Justification: 20,000 square feet was an arbitrary number set to exceed the maximum 20,000 square feet of a LOCAL Conversion Overlay when the Local Conversion Overlay was created. Local Conversion Overlays are only permitted in the four residential zoning districts, whereas Conversion Overlays are permitted in the commercial and industrial districts. There may be properties worthy of consideration of a Conversion Overlay that may be less than 20,000 square feet.		

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

Article 4 (Zoning)
Section J (Overlay Zones
Subsection 2.j (Conversion Overlay)
Page 4-73

j. **Lot Area Requirements.**

The minimum lot area for a Conversion District shall be ~~20,001~~ 10,000 square feet.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-17	**Is this a new issue or one previously discussed?**	---
Version: 2 **Edits directed by Council**	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Prohibit townhouses that have single-width driveways in the front yard.		
Justification: This design is irredeemably flawed as described below.		

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

Staff have reviewed this style of townhouse development built in Hagerstown, Washington County and in the tri-state. Analysis shows that developing townhouses with driveways only one car in width on front streets results in 1) parking over sidewalks. 2) parking on front lawns, and 3) the spacing of driveways renders the street nearly unusable for parallel parking. This soon results in a deteriorated and unsightly condition even in new developments.

Urban designs with rear load townhouse parking are strongly encouraged by the Land Management Code but not uniformly required. Spacing of single-width driveways usually results in space between driveways being of insufficient width to accommodate on-street parking. To meet ordinance requirements of two on-lot spaces (Land Management Code) and an additional third space (City Engineer), satellite parking lots are usually proposed. However, satellite lots are impractical and inconvenient in the view of many residents to have to walk several properties to and from their home or the home they are visiting for parking. Two-car deep driveways are also viewed as impractical as they require the occupants to shuffle vehicles if the one they want to use is the one farther from the street. Even more so if the single-width driveway accesses a single-car garage that is also used for parking a vehicle.

Rear parking townhouse layouts also result in trash collection being conducted from the rear. Townhouses without alleys result in trash bins being a constant presence on the streetscape.

This proposal does not prohibit designs with driveways that are two cars wide that serve a front-loaded two-car garage, although staff have given thought as to whether townhouses with front yard driveways of any sort should be permitted. The Land Management Code continues to encourage townhouse development designs that emphasize masking vehicle storage and trash collection in the rear, maintaining high quality streetscapes and freeing up curb space on the front street for parallel parking. See example photographs at the end of this memo.

Article 5 (Subdivision and Land Development)
Section G. Required Improvements in Subdivisions
Subsection 7. Driveway Entrances, Sidewalks and Off-Street Yard Parking
Page 5-36.

7. Driveway Entrances, Sidewalks and Off-Street Yard Parking.

Sidewalks and driveway entrances shall be constructed in accordance with the City Engineer's Construction Standards and Engineering Guidelines and with Chapter 216 of the Code of the City of Hagerstown, Sidewalks shall be provided on all streets. Pedestrian sidewalks and crosswalks shall be required to provide interior circulation and access to nearby schools, parks, and other community facilities in accordance with the design standards enumerated in Section E of these Regulations.

Effective (insert effective date), no development plan, site plan or equivalent shall be accepted by the City that proposes townhouse development that provides a one vehicle wide driveway on the front street. The City of Hagerstown finds that this development design promotes poor site conditions that result from vehicles that are parked in driveways extending across public sidewalks, the casual use of front lawns for parking in violation of the City Code and encourages illegal curbside parking on streets that are posted with "no parking" signs. The Planning Commission may consider exceptions to this prohibition for developments or parts of developments of limited scale under the following conditions:

a. The developer can demonstrate to the Planning Commission's satisfaction that designing the development or part of the development with rear vehicular access cannot be achieved and;
b. The City Engineer determines that the loss of existing on-street parking required by this design will not adversely impact the availability of on-street parking for the new dwellings and surrounding property owners and occupants.



Don Quixote Drive, Charles Town, WV, showing multiple cars extending across the public sidewalk. No room form parallel parking on the street.



Yellow Jacket Road, Collegiate Acres, Hagerstown, MD. Small selection of cars parking across public sidewalk and residents using lawn for parking. Yellow Jacket Road has very little in the way of parallel parking available.



Jackson Avenue, Washington Township, PA, outside of Waynesboro. These houses were constructed in 2023-24 and are nearly new. The street along the front of these houses is signed for “no parking” but observations are that the signs are routinely ignored (although none are shown parking on the street in this photo).



Papa Court, near Pangborn Park. In this photo, we see multiple vehicles parked across sidewalks and a car parked in a lawn. Grassed islands between the sidewalk and curb are frequently only dirt, with the turf installed in that area having died.



Yellow Jacket Road, Collegiate Acres, Hagerstown. Townhouse on right shows owner paved entire front yard with pavers, drives over grassed area at driveway apron, and barely misses a street sign in the very small area between the two driveway aprons.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-18	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	--
Summary: Reduce parking requirements for multi-family complexes		
Justification: A developer recently hired a traffic engineer to conduct a parking study for apartment complexes. Using data in the ITE parking generation manual that the city uses to determine parking requirements for uses not specifically enumerated in Section O of the Zoning Ordinance, they determined that the typical multi-family unit in a complex creates parking demand of 1.5 spaces per unit. Currently the zoning ordinance requires 2 spaces per unit. Some of our more recent apartment developments seem to have an abundance of parking. Developer requested that the Planning Commission consider reducing this requirement. Staff notes that the requirement has been reduced for smaller retro-fit apartment uses to 1.5 spaces per unit, but neither the City Engineer's staff nor planning staff are not comfortable going that far for large, new complexes. Staff proposes the requirement be reduced to 1.75 spaces per unit.		

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

Article 4 (Zoning)
Section O (Off-Street Parking Requirements)
Adjustment to chart
Page 4-109

Use	Required Spaces
Apartment dwellings	~~Two spaces~~ One and three-quarters (1.75) spaces per unit, except for mansion house apartment over-under flats, which shall provide 1.5 spaces per unit. If over 25 dwelling units, one space for each 25 units must be set aside for recreational vehicles. This requirement for recreational vehicle spaces shall not be applied in the CC-MU District.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-19	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Add "Nursing homes, assisted living facilities, rehabilitation centers and crisis care facilities" to the I-MU (Industrial Mixed Use) Districts. Add "in-patient hospice" to this use group for all districts where it is permitted.		
Justification: This use is permitted in all commercial and industrial zoning districts, but this one. There appears to be no reason for this omission. This will add the I-MU district to those where this use is permitted, which currently are the CG, CR, POM, INST, IR and IG Districts and in Conversion overlays and PUD-Regional overlays.		

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

Article 4 (Zoning)
Sections Z.1 and Z.2 (Use Charts)
Amend existing chart lines
Page 4-161

Expand the description of use in both the residential sections (Chart Z.1) and the general chart (Chart Z.2) to clarify that in-patient hospice facilities are permitted where nursing homes, assisted living facilities, rehabilitation centers and crisis care facilities" are permitted. This involves nine existing districts and expands the use into the I-MU District. Adding hospices is the codification of possible future interpretation. Staff would likely determine a hospice to be very similar to a nursing home or assisted living facility and permit the use. By adding language to the chart, it clarifies the issue.

Use	I-MU
Nursing homes, assisted living facilities, in-patient hospice facilities, rehabilitation centers and crisis care facilities.	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-20	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Clarify setback requirements and landscaping requirements for solar canopies over parking lots.		
Justification: City has recently seen its first solar canopy construction at the YMCA and at an office building off of Eastern Boulevard. There are likely to be others in the future. This type of construction can conflict with current landscaping requirements for parking lots regarding landscaped islands and trees. The proposed language is modified from New York City's code.		

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

Existing definition of "building" requires that parking lot solar carports comply with building setbacks. No zoning ordinance or definitional adjustment is necessary.

Article 5 (Subdivision and Land Development)
Section I. (Site Plan Standards)
Subsection 4. (Landscape Plan and Parking Area Design Requirements).
Subsection h.7 (Parking Design and Landscape Standards)
Page 5-49.

Existing text to remain unchanged. Add the following after existing text:

When the parking lot is covered in whole or part by a solar electric generation canopy, the number of trees required by this subsection may be reduced by seventy-five (75) percent for those spaces that are beneath a canopy. The maximum number of contiguous spaces permitted by this subsection and typically addressed with landscaped islands shall not apply under the canopy. However, raised curb islands shall be installed around all support posts in order to inhibit vehicles from striking them. Since the islands will be under roof, the islands shall be covered with paving or landscaping stone.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-21	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Define Maker Space and assign permitted zoning districts		
Justification: An emerging business model that doesn't currently align with definition of allowable uses in commercial zoning districts.		

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

Article 3: Definitions
New Definition (page 3-26)

MAKER SPACE (OR MAKERSPACE) - A facility or portion of a facility designed to provide shared access to tools, equipment, and workspace for the purpose of making, fabricating, assembling, testing, repairing, or prototyping products, artworks, or technological projects. Typical equipment may include, but is not limited to, hand tools, woodworking and metalworking machinery, 3D printers, laser cutters, electronics workstations, and similar fabrication devices. Maker spaces are generally intended for small-scale, non-industrial production, education, collaboration, and innovation. This use may include instructional classes, memberships, and limited retail sales of items produced on-site, but does not include large-scale manufacturing, heavy industrial operations, or uses that generate significant noise, vibration, fumes, or hazardous byproducts beyond what is customary for light industrial or commercial uses. *(Zoning)*

Article 4: Zoning
Section Z.2 (Land Use Chart)
Add following new use and permitted districts

Use	N-MU	CC-MU	CG	CR	POM	INST	I-MU	IR	IG	C	PUD-R	PUD-V
Makerspace	P	P	P	P	P	P	P	P	P	P	P	P

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-22	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Create parking requirement for drive-thru restaurant with no walk up service or indoor seating		
Justification: Inquiry was made regarding the parking required for a food service use where the only service is a drive-through lane with no indoor seating or walk up window. Research suggests best way to regulate this is by the number of employees.		

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

Article 4 (Zoning)
Section O (Off-Street Parking Requirements)
Subsection 4 (Chart)
Page 4-108

Use	Required Spaces
Drive-through only restaurant or food service without seating or walk-up window	One space per employee on largest shift.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-23	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---

Summary: Credit school sites donated to the Board of Education as open space when open space is required for a subdivision. Commission directed that language clarifying that this is an option that the County and the Board of Education are not under any obligation to adhere to.

Justification: Schools are strategically located within residential areas. It is possible that sites are donated to the county as part compliance with the county's Adequate Public Facilities Ordinance. School sites are typically open to the public during daylight non-school hours, including trails, fields and playgrounds. The campuses are generally open with the school building occupying a small percentage of the overall tract. It makes sense to credit such a site donated to the school board toward open space requirements if there are protections put into place so that its use as open space is protected at a future date when the school board deaccessions the property.

It should not be credited if the school site is sold to the school board. This provision only permits the Planning Commission the option of crediting a donated school site. It places no obligation on the Board of County Commissioners or the Board of Education to accept any offer of donation, but they would have to recognize that if the property becomes excess property to them at some point in the future, it must remain open space unless some change to the City's Land Management Code is made in the future.

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

Article 3 (Definitions)
Definition of Open Space
Page 3-29

The following is the definition of open space for discussion purposes. It seems to be sufficient to address this amendment and no change is proposed.

OPEN SPACE – That portion of a tract that is set aside during development for the protection of sensitive natural areas, farmland, scenic views, unique features; or the creation of active, improved recreational areas; or passive, unimproved natural areas. The land is not individually owned. It is understood that this term is broad and can include land that is accessible to the residents of the development and/or the community, or it may contain areas of conservancy lots that are not accessible to the public. Paved areas other than recreational courts and paths, and stormwater management facilities that are not designed as natural features shall not constitute open space.

Article 5 (Subdivision and Land Development)
Section I (Site Plan Standards)
Subsection 15 (Open Space Standards for New Residential or Mixed-Use Developments in N-MU, RMOD, RMED, RH, and RO Districts.
Page 5-69

15. Open Space Standards for New Residential or Mixed-Use Developments in N-MU, RMOD, RMED, RH, and RO Districts.

a. through c. – No change

d. The Planning Commission may credit toward the open space requirements of this section all or a portion of a school site within the development donated to the Board of County Commissioners and/or the Washington County Public Schools for the purpose of constructing a new school. Protections shall be placed in the land records protecting the donated property as open space when the Public Schools may, in the future, deem the property to be surplus and sold or surrendered.

The Washington County Public Schools and/or the Board of County Commissioners is under no obligation to accept a school site offered for donation under these conditions. Doing so is at the discretion of the Board of Education and/or the Board of County Commissioners but is subject to the requirement that the school site is permanent open space for the subdivision unless this Ordinance is amended in the future to no longer require such open space.

The Planning Commission shall not approve such credit for lands sold to the Public Schools.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-24	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Create regulations for bicycle parking on new site plans.		
Justification: Land Use Article of the State Code encourages (but does not appear to require) creating regulations for parking of bicycles when the ordinance regulates parking of automobiles. The following is suggested as an appropriate approach, lifted nearly verbatim from Thurmont's requirements. These are also very consistent with Salisbury's ordinance. It is not retroactive to existing properties or uses, but would be applied to new site plans received.		

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

REMOVED AT THE DIRECTION OF THE MAYOR AND CITY COUNCIL.

TO BE RE-EVALUATED AND UPDATES PRESENTED IN THE NEXT ANNUAL PACKAGE.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-25	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Expand the ability to convert large homes to apartments.		
Justification: Older, overly large dwellings are difficult to maintain as single-family dwellings and conversions that are done in accordance with current building code requirements can be helpful in alleviating current housing shortage issues.		

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

The City has received interest in permitting such uses on properties with very large homes outside of the historic districts. As an example, the large Victorian home at 351 South Burhans Boulevard (intersection with Center Street) is permitted to be a two-family dwelling. Owner would like to convert to put one dwelling on each of three floors. The attic is nearly 900 square feet in area. In this example, SDAT states the floor area is 5,432 square feet, and the lot area is 10,240 square feet.

Article 4 (Zoning)
Section D (Residential Districts)
Subsection 5 (Minimum Lot Area, Locational, Lot Width and Yard (Setback) Requirements)
Page 4-20

g. Stacked and Mansion Apartment Developments and Over-Under Flats.

(1). Mansion house apartments in existing buildings without new substantive additions ~~in locally designated historic districts~~ in the RMOD, RMED, RH and RO ~~and CC-MU~~ Districts shall be permitted only under the following conditions:

(a). The building was constructed prior to October 1, 1956;

(b). The building shall be at least 4,000 square feet in area; and

(c). The number of units is limited to one per 1,000 square feet of floor area as reflected on Department of Assessments and Taxation assessment records as of (insert effective date of ordinance). Additions shall not be permitted to the dwelling for the intent of increasing the potential number of dwelling units.

~~(d). Except in the CC-MU Zoning District, the property shall be located in a locally designated historic district or in a designated landmark.~~

~~(e).~~ (d). All new residential units shall comply with the requirements of Section K.18.

~~(f).~~ (e). Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement. The parking shall be on the subject property or on an adjacent property under perpetual and permanent legal obligation to continue to provide that parking unless and until the apartment building on the subject property is discontinued.

(2). Mansion House over-under flats in existing residential buildings in the RMOD, RMED, RH and RO ~~and CC-MU~~ Districts shall be permitted only under the following conditions:

(a). The building was constructed prior to October 1, 1956; and

(b). The building shall be at least three stories above grade in height, not including attics; and

(c). The area of the building shall be at least 2,500 square feet of floor area as reflected on Department of Assessments and Taxation assessment records as of (insert effective date of ordinance). Additions shall not be permitted to the dwelling for the intent of increasing the potential number of dwelling units, and

(d). The interior space of the building shall be so configured that the entirety of each floor shall be used for one dwelling unit (except for interior stair towers and landings); and

(e). One dwelling unit is permitted for each floor of the building (not to include basements); and

(f). All new residential units shall comply with the requirements of Section K.18.

(g). Off-street parking shall be provided in accordance with Section O of this Article. The Board of Zoning Appeals shall not grant a variance to this requirement. The parking shall be on the subject property or on an adjacent property under perpetual and permanent legal obligation to continue to provide that parking unless and until the apartment building on the subject property is discontinued.

~~(h). Over-under flats shall only be permitted in the RMED District when the property is also located in a locally-designated historic district~~.

LAND MANAGEMENT CODE TEXT AMENDMENT PROPOSAL

Number: 2026-26	**Is this a new issue or one previously discussed?**	---
Version: 1	**Is this new text proposed since last discussion in need of initial review?**	---
Endorsed by the Planning Commission	**Is this revised text in need of confirmation that it conforms to prior editorial direction?**	---
Summary: Create language that permits "accessory dwelling units" as defined and required by the Code of Maryland.		
Justification: In 2025, the state legislature passed a bill that the Governor signed into law that requires local jurisdictions to amend ordinances that permit "accessory dwelling units" as define in state law, on properties that are improved with a single-family detached dwelling unit. This proposal attempts to comply with the law, but to go no further than that which is required by statute. This provision applies only to properties with single-family dwellings. It does not apply to properties that are semi-detached or are already a two-family dwelling, townhouses or apartment buildings. There are some situational limitations as well.		

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

Article 3 (Definitions)
Page 3-3
Amend existing definition of "accessory building, use or structure" as follows:

ACCESSORY BUILDING, USE OR STRUCTURE –

1. As pertains to Article 4, and except as defined as an "accessory dwelling unit" below, a use or structure on the same lot or adjacent lot under the same ownership with and of a nature customarily incidental and subordinate to the principal use or structure. Typically, an accessory use occupies not more than 25% of the space occupied by the principal use and its permitted accessory uses. *(Zoning)*

2. Content unchanged.

New definition:

ACCESSORY DWELLING UNIT – A secondary dwelling unit that is 1) on the same lot, parcel or tract as a primary single-family detached dwelling unit and 2) not greater than 75% of the size of the subordinate in use to the primary single-family detached dwelling unit. An accessory dwelling unit may be a separate detached accessory structure, attached as an addition to the primary single-family detached dwelling unit or within an existing modified single-family detached dwelling. Location of accessory dwelling units are subject to certain design, code compliance and locational requirements stated in Article 4. *(Zoning)*

Article 4 (Zoning)
Section K (Supplementary Regulations)
New Subsection 22 (Accessory Dwelling Units
Page 4-94

This proposal enumerates the limitations the Code of Maryland permits local jurisdictions to place on such uses.

22. Design, Code Compliance and Locational Requirements for Accessory Dwelling Units.

Accessory dwelling units, as defined by Article 3, shall be permitted on all properties in the City of Hagerstown located in zoning districts that permit single-family detached dwellings by right and contain one existing single-family detached dwelling. This provision shall not apply to properties containing nonconforming use single-family detached dwellings in commercial and industrial zoning districts that do not permit single-family or two-family dwellings. This provision does not apply to lots in residential zoning districts which do not front an improved public street and are unimproved or currently improved with a single-family detached dwelling, as this is prohibited elsewhere in this Chapter. Development of an accessory dwelling unit shall comply with the following requirements:

a. The accessory dwelling unit is permitted either in an existing or new accessory structure or within or as an addition to an existing single-family detached dwelling. It shall not exceed 75% of the size (in floor area) of the existing single-family detached dwelling on the property, whether attached or detached from that dwelling.

b. When an accessory dwelling unit is proposed within an existing accessory structure noncompliant with accessory structure setbacks, the accessory dwelling unit may occupy such a structure if the structure was constructed in compliance with applicable setbacks when built.

c. When proposed within a proposed accessory structure to be built, the building shall comply at a minimum with the applicable accessory structure side and rear setback requirements for the district in which it will be located. Such accessory dwelling unit shall comply with accessory structure height limitations for the district in which it is located as well as the maximum cumulative area of accessory buildings permitted in the zoning district.

d. When proposed as an addition to an existing single-family detached dwelling, the addition shall comply with required side and rear yard setbacks required of a single-family detached dwelling. When an existing single-family detached dwelling does not comply with current side or rear yard setbacks, the addition may be permitted to also not comply with required single-family detached dwelling setbacks provided that the addition encroaches no farther into the required setback than the existing dwelling and the addition, for the purposes of building code expectations, is at least 3 feet from that property line.

e. The accessory dwelling unit shall comply with all applicable building, fire and housing codes and utilities policies adopted and administered by the City of Hagerstown without waiver. Review and approval of building and site improvements are subject to the jurisdiction of the

Historic District Commission when the property is located in an area designated on the Zoning Map as under the review authority of that Commission.

f. No accessory dwelling unit shall be constructed in an accessory building when the only vehicular access to the new dwelling unit is via an alley. On-site parking shall be configured to allow for unobstructed driveway access from a public street to the accessory building.

g. Parties constructing an accessory dwelling unit are not required to provide additional on-lot parking.

The following are necessary cross-references directing the reader to Section K.22.

Article 4 (Zoning)
Section B (AT Zoning District)
Subsection 2 (Uses)
Page 4-9

New Section c. Applies to the only district in this section.

c. **Accessory Dwelling Units.**

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted in the AT Zoning District on a property containing one single-family detached dwelling.

Article 4 (Zoning)
Section D (Residential Zoning Districts)
Subsection 2 (Uses)
Page 4-13

New Section c. Applies to all districts in this section.

c. **Accessory Dwelling Units.**

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

Article 4 (Zoning)
Section E (Mixed Use Districts)
Subsection 2 (Uses)
Page 4-28

New Section c, renumber existing Section c to d. Applies to both districts in this section.

c. **Accessory Dwelling Units.**

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

~~e.~~ d. **Accessory Uses.**

Article 4 (Zoning)
Section F (Commercial Districts)
Subsection 2 (Uses)
Page 4-40

New Section d, renumber existing Section d to e. It applies only to the CL District in this section as it is the only district in this section that permits single-family dwellings.

d. **Accessory Dwelling Units.**

One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted in the CL Zoning District on a property containing one single-family detached dwelling.

~~d.~~ e. **Accessory Uses**.

This provision is not included in Section H (Industrial District) because single family detached dwellings are not permitted in any of the industrial districts.

Article 4 (Zoning)
Section J (Overlay Zones)
Subsection 1 (Planned Unit Developments)
Page 4-62

New Subsection (3) to J.1.c.

c. Principal Permitted Uses and Special Exception Uses, In Accordance With Section S (Site Plan Requirements).

(1) All uses in these districts shall be permitted, permitted by special exception in accordance with general and specific performance criteria found in Subsection U.7.a, or not permitted as enumerated in Section Z of this Article.

(2) A PUD District shall be a mixed-use area and shall contain a mixture of residential types and commercial uses. Residential types shall be mixed among each other and not segregated into housing type pods. Mixing of commercial and residential uses in mixed use buildings and in compatible adjacency is a defining element of a PUD-R development.

(3) One accessory dwelling unit, as defined in Article 3 and regulated by Subsection K.22 of this Article, is permitted on a property containing one single-family detached dwelling.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Salt Utilization Agreement with SHA

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Maryland_Salt_Highway_Administration_Salt_Utilization_Agreement_Council_Packet.pdf	Maryland State Highway Administration Salt Utilization Agreement

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: September 22, 2026

RE: Maryland State Highway Administration
Salt Utilization Agreement

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval to enter into a Salt Utilization Agreement with the Maryland State Highway Administration ("SHA") to purchase bulk road salt during snow emergency operations.

DISCUSSION

The City of Hagerstown has the capacity to store about 1,000 tons of bulk road salt for snow emergency operations. Salt is used and replenished throughout the snow season. Salt supplies can be quickly depleted during a cycle of continuous snow/ice storms.

SHA will allow local governments to purchase salt from them, as needed, during snow emergencies if the salt is available. The local governments must have an approved Salt Utilization Agreement in place before salt can be purchased. The salt would be obtained from the local state highway shop located off Sharpsburg Pike. Purchasing salt from the SHA should be considered as a last resort option for the City.

The City previously entered into a Salt Utilization Agreement with the SHA in 2020 and 2023. Each agreement was for a 3-year period. The current agreement is also for a 3-year period of time.

FINANCIAL IMPACT

A. The cost of salt per the SHA agreement is Ninety-Two Dollars and Ninety-One Cents ($92.91) per ton, which include the price of the salt, a delivery charge and an overhead charge.
B. The salt price listed in the agreement is subject to change.
C. The "Delivery Charge" includes the cost of fuel and mileage to transport the salt to a SHA salt dome. The "Overhead Charge" is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is eight and twenty-two hundredths percent (8.22%).
D. The cost of the salt may be adjusted **weekly** to account for the Delivery Charge variances.

The current SHA salt price is $1.71 more per ton than the current salt price from Morton Salt, LLC, the City's supplier of salt for the upcoming snow season.

RECOMMENDATION

Approval of the Salt Utilization Agreement provides the City with another option for road salt if necessary. Staff believe it to be wise to have the formal agreement in place well before the salt is needed from SHA. Staff will be available for any questions regarding this agreement.

Att: Motion, Resolution, Salt Utilization Agreement
C: M. Hepburn, CFO

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: October 27, 2026

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A SALT UTILIZATION AGREEMENT WITH THE STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a Salt Utilization Agreement with the State Highway Administration of the Maryland Department of Transportation for the purchase of salt during winter snow emergencies. The City shall pay the State Highway Administration for the cost of the salt, delivery charges and overhead.

The term of the Agreement shall be for a period of three (3) years, beginning on September 1, 2026 and ending on August 31, 2029.

Date of Introduction:	October 27, 2026
Date of Passage:	October 27, 2026
Effective Date:	October 27, 2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE ENTRY INTO A THREE (3) YEAR SALT UTILIZATION AGREEMENT WITH THE STATE HIGHWAY ADMINISTRATION OF THE MARYLAND DEPARTMENT OF TRANSPORTATION FOR THE PURCHASE OF SALT DURING WINTER SNOW EMERGENCIES

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which utilizes salt application on City roads during winter snow emergencies; and

WHEREAS, the City may need to obtain additional salt during said winter snow emergencies; and

WHEREAS, the State Highway Administration of the Maryland Department of Transportation ("SHA") has agreed to allow the City to obtain salt from SHA stockpiles during a winter snow event in accordance with the Three (3) Year Salt Utilization Agreement ("Agreement"); and

WHEREAS, the City agrees to reimburse SHA for the cost of the salt, a delivery charge, and SHA overhead, if applicable; and

WHEREAS, the term of the Agreement shall be for a period of three (3) years, beginning September 1, 2026; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into this Agreement with the SHA;

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

1. The aforegoing recitals be and are hereby incorporated herein by reference.

2. That the Mayor be and is hereby authorized to execute and deliver the Three (3) Year Salt Utilization Agreement, a copy of which is attached hereto and incorporated herein by reference.

3. That the Mayor and the Director of Public Works be and are hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

William B. McIntire, Mayor

Date of Introduction: October 27, 2026
Date of Passage: October 27, 2026
Effective Date: October 27, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

THREE (3) YEAR SALT UTILIZATION AGREEMENT

by and between

Maryland Department of Transportation
State Highway Administration

and

City of Hagerstown, Maryland

This AGREEMENT ("**Agreement**") is made as of the 1st day of September 2026, executed in duplicate, by and between the State Highway Administration of the Maryland Department of Transportation ("**SHA**") acting for, and on the behalf of the State of Maryland and the City of Hagerstown, located in Washington County, Maryland, a political subdivision of the State of Maryland and a body politic and corporate ("**CITY**"), sometimes collectively referred to as the "**Parties**".

WHEREAS, during certain winter snow emergency operations ("**Snow Event**") the CITY may have a need to obtain additional salt ("**Salt**") to effectively complete their winter snow operations; and

WHEREAS, the CITY has requested, and SHA has agreed, to allow the CITY to obtain Salt from SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS the CITY shall reimburse SHA for the cost of Salt plus other related expenses; and

WHEREAS SHA and the CITY agree that this Agreement will benefit both Parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between SHA and the CITY, as set forth herein, the adequacy of which is hereby acknowledged, the Parties hereby agree to the following:

I. TERM & BUDGET

The term of this Agreement is three (3) years, beginning the first (1st) day of September 2026 and ending on the thirty first (31st) day of August 2029, both dates inclusive, unless sooner terminated as set forth herein (the "**Term**"). For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Fifty Thousand Dollars ($50,000.00). The CITY shall be responsible for actual costs incurred at the time of delivery.

II. SALT COSTS

A. The cost of Salt, at the execution of this Agreement is Ninety-Two Dollars and Ninety-One Cents ($92.91) per ton, which includes the price of the Salt, a delivery charge and an overhead charge.

B. The Salt price listed herein is subject to change.

C. The "**Delivery Charge**" includes the cost of fuel and mileage to transport the Salt to a SHA Salt dome. The "**Overhead Charge**" is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is eight and twenty-two hundredths percent (8.22%).

D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

III. CHARGE NUMBER

SHA has established a charge number for the CITY which will be used to document Salt withdrawals from SHA's inventory system. The current charge number for the CITY is **BY301M84**.

IV. PROCEDURES

A. Salt Loading

1. SHA Shop Locations: For purposes of this Agreement, the SHA shops to be used for Salt for the CITY, as determined by SHA, are:

   - Hagerstown Shop Salt Dome

2. Prior to a Snow Event: The CITY will contact Butch (Rodney) Glenn SHA's Resident Maintenance Engineer (RME), or designee, of the Hagerstown Shop at 301-791-4790 to arrange for the CITY's trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise SHA and the CITY will determine which SHA salt storage site is appropriate to use to load the Salt onto the trucks and SHA will provide an operator to facilitate the loading of the Salt.

3. During the Snow Event: The CITY will contact the appropriate SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. SHA will then arrange for an operator to meet the CITY truck at that location as close to the preferred time as possible without negatively affecting SHA operations. In addition, if a CITY truck is in the vicinity of a specific dome during a Snow Event and a SHA operator is present, the CITY truck may then be topped off, if desired. In situations where the SHA Snow Event operations are already active when the CITY

operations begin, the CITY can notify SHA as far in advance as possible and SHA will make every effort to provide an operator at all the locations requested to begin loading CITY trucks with Salt.

4. Post Snow Event: The CITY can contact the appropriate SHA shop to request re-loading after a Snow Event, and SHA will schedule the re-loading at the Parties' convenience.

5. The CITY shall not return any unused Salt to any SHA shop.

B. Load Records

1. The CITY shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the CITY's name.

2. Only a SHA authorized loader operator shall load the CITY trucks.

3. SHA shall create a written loading record that must be signed by the CITY driver. A copy shall be given to the CITY driver to account for every load of Salt that the CITY receives from SHA. Each load record shall contain the following information:

   a. truck number or license tag number,
   b. the number of scoops/ buckets loaded,
   c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

V. PAYMENT

A. SHA shall provide a detailed invoice to the CITY by May 31st of each year for all actual costs incurred to provide Salt to the CITY. The invoice shall be accompanied by normal documentation from SHA to evidence actual costs incurred.

B. Upon request by the CITY, SHA may provide information to include the number of buckets and estimated tonnage provided to the CITY for each date of delivery.

C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.

D. Reimbursement to SHA for the Salt during the Term, including SHA overhead, is estimated to be Fifty Thousand Dollars ($50,000.00) and is based on quantities from the previous term, however, actual costs and tonnage may vary and the CITY shall reimburse SHA for all actual tonnage (which includes the delivery charge) and overhead costs.

E. In the event of extremely heavy Salt usage, SHA reserves the right to submit progress billings to the CITY in lieu of an annual invoice.

F. Invoices for Salt are due within thirty (30) days of receipt.

G. In the event SHA does not receive payment of an invoice within thirty (30) days of the CITY's receipt, SHA will notify the CITY of the overdue payment and provide the CITY the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, SHA will then notify the CITY in writing, and the Parties hereby agree that SHA may make a deduction from the CITY's share of Highway User Revenue equal to the overdue invoice amount(s) or SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of any overdue amount.

VI. GENERAL

A. SHA does not supply brine, a pretreatment salt-based mixture.

B. Title VI Assurances. All Parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.

C. SHA and the CITY agree to cooperate with each other to accomplish the terms and conditions of this Agreement.

D. The provisions contained in this Agreement shall be binding upon the Parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2029. However, termination of this Agreement, and any Amendments thereto, is contingent on all outstanding invoices being paid by the CITY.

E. The CITY shall indemnify, hold harmless and defend, at SHA's option, the State of Maryland, SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the CITY or its contractors, agents or assigns.

F. SHA reserves the right to limit or deny Salt to the CITY to avoid jeopardizing SHA's snow remediation operations.

G. This Agreement shall inure to and be binding upon the Parties, their agents, successors and assigns.

H. This Agreement and the rights and liabilities of the Parties hereto shall be determined in accordance with Maryland law and in Maryland courts.

I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.

J. All notices and/or invoices, if to the CITY, shall be addressed to:

Eric B. Deike
Public Works Director
51 W. Memorial Blvd
Hagerstown, MD 21740
Phone: 301-491-3566
E-mail: edeike@hagerstownmd.org

And if to SHA:

Butch (Rodney) Glenn
Resident Maintenance Engineer D-6
Maryland State Highway Administration
8320 Col. Henry K. Douglas Drive
Hagerstown, MD 21740
Phone: 301-791-4790
E-mail: rglenn@mdot.maryland.gov

With copies to:

Linda Puffenbarger
District Engineer, D-6
State Highway Administration
1251 Vocke Road
LaVale, MD 21502
Phone: 301-729-8444
Email: lzerbee@mdot.maryland.gov

And,

SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@mdot.maryland.gov

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized officers on the day, month and year first above written.

STATE HIGHWAY ADMINISTRATION

_____
WITNESS

By: _____ (SEAL)
Andre Futrell
Chief Operations Officer

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Assistant Attorney General

RECOMMENDED FOR APPROVAL:

_____
Rodney Glenn
Resident Maintenance Engineer D-6

_____
Joyce Feddiman
Director
Office of Finance

CITY OF HAGERSTOWN, MARYLAND
a body corporate and politic

_____
WITNESS

BY:_____(Seal)
William B. McIntire
Mayor

_____
Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Attorney for City of Hagerstown

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions

including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. *§* 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. *§* 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. *§* 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq*).

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Snow Services Contract with Joshua C. Swan, Sole Proprietor, Trading as Swan's Lawncare & Landscaping

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Resolution_-_Swan_s_Lawncare_and_Landscaping_Snow_Contract.pdf	Motion and Resolution - Snow Removal Services Contract - Joshua Swan

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: October 27, 2026

TOPIC: **APPROVAL OF A RESOLUTION: SNOW SERVICES CONTRACT WITH JOSHUA C. SWAN, SOLE PROPRIETOR, TRADING AS SWAN'S LAWNCARE & LANDSCAPING**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for approval of a resolution to authorize the execution and delivery of an agreement between the City of Hagerstown and Joshua C. Swan, Sole Proprietor, trading as Swan's Lawncare & Landscaping for snow services as needed. The contract is for an initial term of one (1) years with two (2) possible 1-year renewals.

Mayor and Council hereby provides authorization for staff to enter requisitions to generate purchase orders to Joshua C. Swan, Sole Proprietor, trading as Swan's Lawncare & Landscaping for Fiscal Years 26/27 and to further enter requisitions for purchase orders for Fiscal Years 27/28 and 28/29 for the renewal years.

DATE OF INTRODUCTION:	October 27, 2026
DATE OF PASSAGE:	October 27, 2026
EFFECTIVE DATE:	October 27, 2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO APPROVE A SNOW SERVICES CONTRACT WITH JOSHUA C. SWAN, SOLE PROPRIETOR T/A SWAN'S LAWNCARE & LANDSCAPING FOR SNOW REMOVAL AND RELATED SERVICES

RECITALS

WHEREAS, the City of Hagerstown anticipates that it may need assistance beyond what its own Department of Public Works employees can provide with snow plowing, snow removal, and salting services (collectively "Snow Services"), during the upcoming winter months for this and future winters;

WHEREAS, the City wants to contract in advance with a qualified independent contractor, Joshua C. Swan, Sole Proprietor trading as Swan's Lawncare & Landscaping to provide Snow Services, in the event there is need for such;

WHEREAS, the City anticipates having Joshua C. Swan, Sole Proprietor trading as Swan's Lawncare & Landscaping, as a qualified independent contractor to perform Snow Services, at the retainer fee of (1) $500 per vehicle per season; (2) $500 per salt spreader per season; and (3) $500 per plow per season, in accordance with the Snow Services Contract, a copy of which is attached hereto;

WHEREAS, the City would pay, in addition to the retainer fees set forth above, hourly rates for services performed in accordance with the Snow Services Contract, a copy of which is attached hereto;

WHEREAS, given that this is a sole source contact in excess of $10,000, this Snow Services Contract must be formally approved by the Mayor and City Council; and

WHEREAS, the attached Snow Services Contract is for a term of one (1) year, with the possibility of two (2) one-year renewals;

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

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

2. That the City of Hagerstown hereby approves the form of the Snow Services Contract which is attached hereto and incorporated herein by reference.

3. Employees of the Department of Public Works may make appropriate, non-substantive revisions to said Snow Services Contract without the need for approval of the Mayor and City Council, should the need arise, and after consultation with the City Attorney.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: October 27, 2026
Date of Passage: October 27, 2026
Effective Date: October 27, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

SNOW SERVICES CONTRACT

This Snow Removal Services Contract ("Contract") is made this _____ day of _____, 2026, between the City of Hagerstown, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("City"), 51 West Memorial Boulevard, Hagerstown, Maryland 21740, Contact: Mr. Eric Deike, Director of Public Works, 301/739-8577, ext. 176 and Joshua C. Swan Sole Proprietor, trading as Swan's Lawncare & Landscaping with an address of 590 Avondale Rd, Martinsburg, WV 25404.

The parties agree as follows as of the above date:

1. Contractor's Provision of Snow Services:
   a. Contractor agrees to provide snow plowing, removal, and salting services ("Snow Services") to the City on an as-needed basis in accordance with the City's instructions as assigned.
   b. The City's extent of needed Snow Services will be determined by season, the duration of which will be determined by weather conditions.
   c. The City makes no guarantee as to the minimum or maximum number of hours to be contracted with Contractor for Snow Services.

2. Term:
   The term of this Contract is from November 1, 2026 to March 31, 2027 (the "Term"). This Contract may be renewed by the parties for two (2) additional one-year terms (each extending from November 1 to March 31), to be exercised by the parties by giving 90 days' written notice before the end of the Term (or first Renewal Term, as the case may be). Hourly rates may be renegotiated by the parties after the Term. Each period from November – March of the Term shall be known as a "Season."

3. Mandatory Meeting:
   Contractor shall attend a mandatory winter maintenance meeting at the Public Works Department, 51 West Memorial Boulevard, Hagerstown. The Director of the City's Public Works Department will set the date and time of the winter maintenance meeting and will give Contractor timely notice of the meeting.

4. Pay and Pay Rates:
   a. Flat Rate Retainer – The City will pay Contractor a flat rate retainer fee of $500.00 per vehicle per Season after passing vehicle inspection and attending the mandatory winter maintenance meeting. In addition, the City will pay Contractor a flat rate retainer fee of $500.00 per each (1) Contractor-supplied salt spreader per Season; and (2) Contractor-supplied plow after passing inspection and attending the mandatory winter maintenance meeting.

   b. Hourly Rates – The City will pay Contractor the following hourly rates for use of the identified vehicles:
      i. $160.00 per hour – single axle dump truck with owner-supplied snow plow and salt spreader;
      ii. $140.00 per hour – small plow truck with min. plow blade;
      iii. $145.00 per hour – skid loader and Bobcat. For the purposes of this Contract, skid loaders, Bobcats and similar equipment are referred to as "vehicles."
      iv. $180.00 per hour – heavy duty, rubber tire loader.

c. Compensation for Actual Operating Time Only – All quoted rates are for actual operating time. Contractor will not be compensated for time spent traveling to and from assigned snow removal routes or designated reporting locations.

d. Invoicing – Within ten (10) working days after the completion of work for a specific call-out, Contractor will have hours verified by an authorized supervisor for the City's Public Works Department and will submit an invoice. Contractor is responsible for submitting and verifying hours worked and signing the submittal sheet.

e. Taxpayer Identification Number – Contractor must ensure that all invoices submitted for payment include a taxpayer identification number (social security number or federal employer identification number). Failure to comply with this requirement may result in delay of payment.

5. Vehicles:

a. Vehicle Information Sheet – Contractor must complete and return the City Public Works Department Vehicle Information Sheet to Hagerstown Department of Public Works, Attn: Mr. Eric Deike, 51 West Memorial Boulevard, Hagerstown, Maryland 21740, prior to October 31, each year of the Term (or Renewal Term, as the case may be). All vehicles which Contractor intends to make available in service to the City under this Contract must be listed on the Vehicle Information Sheet which is attached to and made a substantive part of this Contract. ***Please note: the term "vehicles" includes Bobcats and the like.*** Failure to list all vehicles which Contractor intends to make available in service to the City may result in Contractor's direct liability for damage and other types of claims if Contractor places a vehicle in service, but has failed to include that vehicle on the Vehicle Information Sheet.

b. Vehicle Availability – All vehicles which Contractor lists on the Vehicle Information Sheet must be available for placement in service to the City seven (7) days per week, twenty-four (24) hours per day. If a vehicle becomes unavailable, Contractor agrees to give the City immediate notice of such unavailability, together with any vehicle intended to be used as a substitute. Contractor is responsible for providing the City with an updated Vehicle Information Sheet in the event that the list of available vehicles changes during the Term of this Contract, whether for substitution or other reasons.

c. Vehicle Operation – The City reserves the right to place any vehicle on standby or actual operating status and to discontinue use of any vehicle at any time as field conditions require. The City has the sole and absolute discretion to decide whether any vehicle is performing satisfactorily in accordance with the City's needs. The City is not responsible for changing or modifying bumpers on any vehicles.

d. Vehicle Lighting Systems – Contractor will furnish and maintain all vehicle exterior lighting systems required by the operations and services contemplated under this Contract and as required by Maryland motor vehicle law. Vehicle headlight beams must comply with all Maryland motor vehicle laws concerning visibility to and from a vehicle with plow attached.

e. Motor Carrier Safety Regulations – Contractor must abide by all federal, State, and local motor carrier safety regulations.

6. Insurance:

a. Requirements for Privately Owned Vehicles – Contractor shall maintain insurance coverage on privately owned vehicles weighing up to three-quarter (3/4) ton as follows:

i. Bodily Injury – Minimum $250,000 each person; and

ii. Property Damage – Minimum $100,000; or

iii. In lieu of i. and ii. above, $500,000 each accident for combined single limit.

b. Requirements for All Other Vehicles – Contractor shall maintain insurance on all other vehicles in accordance with the City's Policy, "Insurance Requirements for Independent Contractors," the contents of which are incorporated in this Contract by reference. A copy of this document is attached hereto.

c. Certificate of Insurance – Contractor must provide a certificate of insurance to the City prior to the execution of this Contract. The certificate of insurance must identify "City of Hagerstown, Maryland," as an additional insured on Contractor's policy. Contractor's failure to provide the City with a certificate of insurance which meets all insurance requirements of this Contract will make this Contract null and void.

7. Duty Reporting Requirements:
   a. Day Call-Outs – For call-outs that occur during the day, Contractor will be allowed three (3) hours after notification by the City to report to the shop or other designated work site, ready to work.
   b. Night Call-Outs – For call-outs that occur during the night, Contractor will be allowed two (2) hours after notification by the City to report to the shop or other designated work site, ready to work.

8. Indemnification:
   Contractor is responsible for all damage to persons and property caused by Contractor or Contractor's agents, employees, or subcontractors, in connection with the services rendered under this Contract. Contractor will indemnify and save harmless the City, its officials, agents, and employees, from and against all claims, suits, judgments, expenses, actions, damages, and costs of every name and description arising out of or resulting from the Contractor's performance of services under this Contract.

9. Contract Changes:
   a. Work – The City may, at any time by written change order provided to Contractor, make any change in the work within the general scope of this Contract. As a result of any written change order issued by the City, equitable adjustments, if needed, will be made to this Contract and reduced to a writing signed by the parties.
   b. Other – Changes to this Contract regarding provisions that are not work-related must be mutually agreed to by the City and Contractor and must be reduced to a signed writing in order to be effective and legally binding.

10. Termination:
    The City may, at any time, terminate this Contract, in whole or in part, by giving notice to the Contractor, without the necessity of showing cause for termination. Upon termination, the City will be responsible for paying Contractor only those amounts due and owing for services already performed according to the terms of this Contract. Contractor will not be compensated for any amounts not earned as of the date of termination.

11. Failure to Perform:
    If Contractor fails to properly and timely fulfill the obligations under this Contract, or if Contractor otherwise violates any term or provision of this Contract, the City may terminate this Contract by written notice to the Contractor. The notice will specify the failure to perform relied on as the basis for termination. The City will pay Contractor amounts due for satisfactory work performed

prior to the date of termination, less amounts of damages caused by Contractor's breach. If damages are more than amounts due to Contractor, Contractor will be liable to the City for the difference. Contractor agrees that the City can take all necessary action to collect the excess of damages over compensation due to Contractor.

12. Governing Law:
This Contract is governed by and interpreted under the laws of the State of Maryland, without regard to its conflicts of law principles.

13. Contractor's Assurances:
    a. Good Standing – If Contractor is an entity whose name is required to be listed in the records of the Maryland State Department of Assessments and Taxation, Contractor certifies that Contractor's name is so listed as having been organized, registered, or qualified to do business in Maryland, and that Contractor is in good standing and shall remain so throughout the term of this Contract.

14. Notice:
A party may give any notice required under this Contract by mail to the recipient party's address first stated in this Contract. The parties are responsible for giving timely notice of address changes.

CONTRACTOR

_____
Date

_____
Contractor's Signature

_____
Contractor's Printed Name

_____
Contractor's Title

Approved for Execution:

_____
Date

_____
Director, Public Works Department

Approved as to form
and legal sufficiency:

_____
SALVATORE & MORTON, LLC
City Attorney

CITY OF HAGERSTOWN PUBLIC WORKS DEPARTMENT
VEHICLE INFORMATION SHEET

Note: the term "vehicles" includes Bobcats and the like

Contractor's Name _____ Date _____

Contactor's Address _____ Business Phone _____

Contact Name _____ Day Phone _____ Night Phone _____

Contractor's Insurance Carrier, Address, Business Phone, and Agent Name _____

Insurance Policy Number _____ Public Liability Amount _____ Property Damage Amount _____

Vehicle(s) (list quantity, type, size/capacity, and whether plow and/or salt spreader are attached):

_____

_____

_____

_____

_____

_____

_____

Remarks or Other Information:

_____

_____

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Public Works Director

DATE: October 20, 2026

RE: Snow Operations Contracted Services
Swan's Lawncare and Landscaping

MAYOR AND COUNCIL ACTION REQUESTED

Staff is looking for the approval of contracted services with Joshua C. Swan, Sole Proprietor, trading as Swan's Lawncare & Landscaping ("Swan's"). The contract with Swan's is for snow operations for Fiscal Year 26/27 and beyond.

DISCUSSION

In 2016, the Mayor and Council approved the use of contracted services to supplement the city staff snow operations. The intent was to utilize a standard contract with set rates to pay contractors. Future minor changes to the contract were allowable without Mayor and Council approval.

Hartland Earthwork, LLC has been the sole contractor to assist with snow operations since Fiscal Year 2022. They informed us this year they could no longer cover a large portion of the City. The owner, Robert Hart, recommended another contractor, Swan's, to assist with snow operations. To be clear, this would give the City two independent contractors to assist with snow operations, Hartland Earthwork, LLC (currently under contract) and Swan's (new contract).

According to the city's purchasing policies, sole source purchases over $10,000 require Mayor and Council approval. There is no guarantee the contractor will be paid in excess of this amount, but it is possible dependent upon the amount of snow that falls each year.

There are no plans to hire any additional contractors at this time. However, should the city experience an unusually harsh winter with lots of snow, the same contract rates could be applied to any additional contractors.

FINANCIAL IMPACT

The snow operations budget for contracted services in Fiscal Year 2027 is $75,000. Below are the actual contracted services expenses from previous years:

FISCAL YEAR	CONTRACTED SERVICES EXPENSE
FY26	$72,297
FY25	$84,984

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

FY24	$46,895
FY23	$17,500
FY22	$25,485
FY21	$71,102
FY20	$7,380
FY19	$25,888

The contractor has requested a change in the equipment rates of an additional $10 per hour. For example, a dump truck with a snowplow and salt spreader was $130 per hour and will now be $140 per hour. This request seemed reasonable given the cost of equipment, labor, and fuel.

RECOMMENDATION

Staff recommends entering into a contract with Joshua C. Swan, Sole Proprietor, trading as Swan's Lawncare & Landscaping, for the upcoming snow season. Staff will be in attendance of the council meeting to answer any questions.

C: M. Hepburn, CFO

Att: Motion Sheet
Resolution
Swan's Lawncare & Landscaping Contract

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Currwood DH, LLC Sewer Allocation MOU

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Resolution_Currwood_DH_LLC_Sewer_Allocation.pdf	Resolution: Currwood DH, LLC Sewer Allocation

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 27, 2026**

TOPIC: **Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding Regarding the Offset of Costs for Construction of Sanitary Sewer System Improvements By and Between the City of Hagerstown and Currwood DH, LLC.**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	___X___
Other	_____

MOTION:

I hereby move for Mayor and Council to approve a Resolution Authorizing the Execution and Delivery of a Memorandum of Understanding Regarding the Offset of Costs for Construction of Sanitary Sewer System Improvements By and Between the City of Hagerstown and Currwood DH, LLC. The City shall not enter into the attached, proposed MOU, unless and until it has received a copy of the fully-executed and recorded rights of way and/or construction easements to construct the Sewer System Improvements in the specific location and alignment shown on Exhibit C-2, on the attached MOU.

DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 10/27/2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A MEMORANDUM OF UNDERSTANDING, REGARDING THE OFFSET OF COSTS FOR CONSTRUCTION OF SANITARY SEWER SYSTEM IMPROVEMENTS BY AND BETWEEN THE CITY OF HAGERSTOWN AND CURRWOOD DH, LLC

RECITALS

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation ("the City") owns and operates a wastewater system, which serves its citizens;

WHEREAS, Currwood DH, LLC ("Currwood" or "Developer") is the contract purchaser of that certain real property located in the City of Hagerstown and consisting of +/- 92.97 acres commonly known as 1912 Day Road (TM 317, Parcel 836; Tax Acct. No. 17-008811) (the "Property").

WHEREAS, the Developer is currently pursuing development approvals (collectively, the "Development Approvals") for the Property, including but in no way limited to a Preliminary Plat / Site Plan (the "Site Plan"), proposing (i) subdivision of the Property into multiple parcels, as preliminarily shown and identified as Parcels A, B, C and D; and (ii) development of Parcel A into approximately sixty-six (66) single-family residential dwelling units and four hundred forty six (446)) single-family residential attached "townhome" dwelling units (collectively, the "Primary Residential Use").

WHEREAS the Developer, and/or its successors or assigns, also intends to develop the Parcel B portion of the Property for approximately two-hundred seventy-six (276) multi-family residential "apartment" dwelling units (the "Multi-family Units"); and the Parcel C and Parcel D portions of the Property for commercial pad-sites intended to be used for convenience store, coffee shop or other permitted commercial uses (collectively, the "Commercial Uses") and collectively with the Multi-family Units and Primary Residential Use, the "Intended Use").

WHEREAS ,Wastewater generated from the Primary Residential use and Multi-family Units will flow to City owned Pump Station #33 for collection and conveyance to the City's wastewater treatment plant.

WHEREAS, to provide sufficient capacity in the wastewater system downstream from Pump Station #33 necessary to allow the Primary Residential use and Multi-family Units to be developed on the Property, the City and Developer have collaborated to determine that a new twelve-inch (12") force-main and eighteen-inch (18") gravity main sanitary sewer lines from Pump Station #33 to Pump Station #4 (collectively, the "Sewer System Improvements")

are needed.

WHEREAS, in the event the Maryland Department of the Environment ("MDE") denies construction permits due to pipe design capacity specific to the twelve-inch (12") force main and/or the eighteen-inch (18") gravity main, then the City acknowledges and agrees that the Developer shall be permitted to modify the pipe size(s) or other specific design elements necessary to obtain said construction permit(s) in a timely manner so as not to materially delay the development schedule for the Sewer System Improvements and/or the Primary Residential Use.

WHEREAS, the City has agreed that (i) no improvements to the City's wastewater collection or treatment system other than the Sewer System Improvements shall be required from the Developer; and (ii) the City shall partially offset the construction and engineering design costs (defined below collectively as the "Sewer System Improvement Cost") incurred by Developer, or its successors or assigns, in constructing the Sewer System Improvements by an amount equal to but not to exceed EIGHTY-FIVE PERCENT (85%)[1] of the benefit charges for the Primary Residential Use that would otherwise be payable by Developer, its successors or assigns, as a condition to developing the Property and connecting said development to the City's wastewater collection and treatment system.

WHEREAS, the parties agree that the Developer will be responsible for the design and construction of the Sewer System Improvements including all below-ground sanitary sewer lines, manholes and the necessary accessories, fixtures and appurtenances related thereto, and also including the acquisition of all necessary rights of way, in order to connect Pump Station #33 to Pump Station #4 which connects to the City's wastewater treatment plant.

WHEREAS, the Sewer System Improvements shall be designed and constructed pursuant to and consistent with all applicable rules, regulations and standards of the City of Hagerstown.

WHEREAS, Developer shall commence construction of the Sewer System Improvements within twelve (12) months immediately following satisfaction of the Conditions Precedent, and Developer shall have a one-time right to extend the deadline for commencing construction by up to an additional twelve (12) months. In the event construction of the Sewer System Improvements has not commenced within thirty-six (36) months of the date of the MOU, the MOU shall automatically terminate.

WHEREAS, if the Sewer System Improvements are not completed within five (5) years of

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[1] In the event the size of force main and/or size of gravity main changes, then the percentage of Sewer System Improvement Cost shall also change, as follows: if the force main size changes from 12" to 10" then 68% of the Sewer System Improvements Cost attributable to the force main shall be offset; if the gravity main size changes from 18" to 15" then 78% of the Sewer System Improvements Cost attributable to the gravity main shall be offset; and if the gravity main size changes from 18" to 12" then 68% of the Sewer System Improvements Cost attributable to the gravity main shall be offset.

the date of the MOU, the MOU shall automatically terminate.

WHEREAS, the Developer's obligation to construct the Sewer System Improvements shall be conditioned and contingent upon the following: (i) Developer receiving final, non-appealable approval of the Development Approvals for the Primary Residential Use, including but in no way limited to final approval of the Site Plan, MDE approval of the construction permit(s) for the Sewer System Improvements and approval of sufficient water[2] and wastewater allocation for the Primary Residential Use, including all necessary initial approvals and extensions of time contemplated by the City's Sewer Capacity Allocation Program (the "SCAP"); (ii) assurances that there is and will remain sufficient infrastructure capacity in Pump Station #33 and the Sewer System Improvements to accommodate the Primary Residential Use and the Multi-family Units; and (iii) Developer completing the purchase of the Property, or any portion thereof.

WHEREAS, the Developer, including its successors and assigns, shall receive a sewer capacity offset credit (the "Sewer Capacity Offset") to be applied against the cost of all benefit charges relating to the development of the Property for the Primary Residential Use and connecting said development to the City's wastewater collection and treatment system (collectively, the "Benefit Charges"). All other application fees, connection and other charges relating to the development of the Property for the Primary Residential use and connecting said development to the City's wastewater system shall be paid by the Developer, its successors or assigns, as per the then applicable rate schedule.

WHEREAS, the amount of Sewer Capacity Offset shall not exceed EIGHTY FIVE PERCENT (85%) of the Sewer System Improvements Cost incurred by the Developer, its successors or assigns, in constructing the Sewer System Improvements. As used herein, "Sewer System Improvements Cost" shall mean the sum of the actual, incurred costs of constructing the Sewer System Improvements and the actual, incurred engineering design cost.

WHEREAS, subject to adjustment(s) which may occur during the course of completing the Sewer System Improvements, the Sewer System Improvements Cost and amount of Developer's Sewer Capacity Offset shall be preliminarily estimated by Developer and submitted to the City of Hagerstown Utilities Department for written approval, said approval not to be unreasonably withheld, conditioned or delayed, prior to the commencement of Developer's construction of the Sewer System Improvements. During the course of the project on a quarterly basis, Developer shall provide the City with updates on the itemized invoices of the actual construction costs (all invoices must be signed and certified by the Developer) incurred to date with reasonable back-up documentation.

WHEREAS, once the actual, incurred construction costs of the Sewer System

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[2] Developer understands and agrees that although receiving sufficient water capacity allocation for the Intended Use is part of the Development Approvals which are a condition to Developer's obligations under this Agreement, the water capacity allocation shall not be considered reserved or guaranteed for use by the Developer, or its successors or assigns, for the benefit of the Property until such time as such allocation, or any portion thereof is paid for.

Improvements has been determined upon completion, the total and final Sewer System Improvement Cost and Sewer Capacity Offset shall be calculated and converted to residential EDU's based upon the City of Hagerstown Water, Wastewater Rates & Related Fees for Fiscal Year 2027.

WHEREAS, in addition, Developer shall be granted up to an additional TWENTY-FIVE (25) EDUs as compensation for FIFTY PERCENT (50%) of the actual cost paid to the owner(s) of acquiring the necessary rights of way for the Sewer System Improvements. The Developer shall provide documentation of the actual costs paid to any owner(s) from whom such rights were acquired and shall confirm whether the additional EDUs shall be assigned to either the Parcel A or Parcel B portion of the Property and used as a credit against the benefit charges that would otherwise be payable by Developer, its successors or assigns, as a condition to developing said portion of the Property and connecting said development to the City's wastewater collection and treatment system. and

WHEREAS, *the City shall not enter into the attached, proposed MOU, unless and until it has received a copy of the fully-executed and recorded rights of way and/or construction easements to construct the Sewer System Improvements in the specific location and alignment shown on Exhibit C-2, on the attached MOU.*

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

1.That the aforegoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2.That upon the City's receipt of the fully-executed and recorded rights of way and/or construction easements to construct the Sewer System Improvements in the specific location and alignment shown on Exhibit C-2, the Mayor be and is hereby authorized to execute and deliver the Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference, to Currwood DH, LLC.

3.That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this Resolution and satisfy the terms of the aforesaid MOU.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL
MARYLAND

MAYOR AND COUNCIL OF
CITY OF HAGERSTOWN,

_____

Donna K. Spickler,
City Clerk

_____

William B. McIntire, Mayor

Date of Introduction: October 27, 2026
Date of Passage: October 27, 2026
Effective Date: October 27, 2026

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN
THE CITY OF HAGERSTOWN
AND
CURRWOOD DH, LLC
REGARDING THE OFFSET OF COSTS FOR
CONSTRUCTION OF SANITARY SEWER SYSTEM IMPROVEMENTS

This Memorandum of Understanding (this "**MOU**") is made this___day of _____, 2026, by and between the **City of Hagerstown**, a Maryland municipal corporation (the "**City**") and **CURWOOD DH, LLC**, a Maryland limited liability company, together with its successors and assigns (the "**Developer**").

The Developer is the contract purchaser of that certain real property located in the City of Hagerstown and consisting of +/- 92.97 acres commonly known as 1912 Day Road (TM 317, Parcel 836; Tax Acct. No. 17-008811) (the "**Property**").

The Developer is currently pursuing development approvals (collectively, the "**Development Approvals"**) for the Property, including but in no way limited to a Preliminary Plat / Site Plan (the "**Site Plan**"), a preliminary, in process copy of which is attached hereto and incorporated herein as **Exhibit A** proposing (i) subdivision of the Property into multiple parcels, as preliminarily shown and identified as Parcels A, B, C and D on **Exhibit B**; and (ii) development of Parcel A into approximately sixty-six (66) single-family residential dwelling units and four hundred forty six (446)) single-family residential attached "townhome" dwelling units (collectively, the "**Primary Residential Use**").

The Developer, and/or its successors or assigns, also intends to develop the Parcel B portion of the Property for approximately two-hundred seventy-six (276) multi-family residential "apartment" dwelling units (the "**Multi-family Units**"); and the Parcel C and Parcel D portions of the Property for commercial pad-sites intended to be used for convenience store, coffee shop or other permitted commercial uses (collectively, the "**Commercial Uses**") and collectively with the Multi-family Units and Primary Residential Use, the "**Intended Use**").

Wastewater generated from the Primary Residential use and Multi-family Units will flow to City owned **Pump Station #33** for collection and conveyance to the City's wastewater treatment plant.

To provide sufficient capacity in the wastewater system downstream from Pump Station #33 necessary to allow the Primary Residential use and Multi-family Units to be developed on the Property, the City and Developer have collaborated to determine that a new twelve-inch (12") force-main and eighteen-inch (18") gravity main sanitary sewer lines from Pump Station #33 to Pump Station #4 (collectively, the "**Sewer System Improvements**") are needed. The Sewer System Improvements are more particularly described and explained in the City of Hagerstown Mountain Crest Development – Water and Sewer Capacity Hydraulic Study prepared by Hazen and Sawyer dated September 9, 2026, a copy of which is attached hereto and incorporated herein as **Exhibit C-1**, and are more particularly shown and described on the Offsite Sewer Plan & Profile plans (Sheets 78-81A) prepared by Frederick, Seibert & Associates, Inc. dated March 18, 2026,[1] and attached hereto and incorporated herein as **Exhibit C-2**. The City acknowledges and agrees that in the event the Developer is unable to obtain the necessary rights of way and/or construction easements to construct the Sewer System Improvements in the specific location and alignment shown on Exhibit C-2, Developer shall be permitted to construct the Sewer System Improvements in an alternate location and/or alignment subject to the City's review and approval which shall not be unreasonably withheld, conditioned or delayed. Moreover, in the event the Maryland Department of the Environment ("MDE") provides specific objection regarding the size of the twelve-inch (12") force main and/or

[1] The relevant Site Plan sheets shall be updated hereafter to reflect the 12" force-main and 18" gravity-main pipe sizes contemplated by this Agreement, subject to potential modification in the event the MDE construction permit(s) are delayed or denied as provided for in this Agreement.

eighteen-inch (18") gravity main that would result in the denial of or delay to the construction permits, then the City further acknowledges and agrees that the Developer shall be permitted to modify the pipe size(s) or other specific design elements necessary to obtain said construction permit(s) in a timely manner so as not to materially delay the development schedule for the Sewer System Improvements and/or the Primary Residential Use.

The City has agreed that (i) no improvements to the City's wastewater collection or treatment system other than the Sewer System Improvements shall be required from the Developer; and (ii) the City shall partially offset the construction, study, design and engineering services costs (defined below collectively as the "Sewer System Improvement Cost") incurred by Developer, or its successors or assigns, in constructing the Sewer System Improvements by an amount equal to but not to exceed the benefit charges for the Primary Residential Use that would otherwise be payable by Developer, its successors or assigns, as a condition to developing the Property and connecting said development to the City's wastewater collection and treatment system.

Therefore, the City and Developer do hereby promise and agree as follows:

1. The Developer will be responsible for the design and construction of the Sewer System Improvements including all below-ground sanitary sewer lines, manholes and the necessary accessories, fixtures and appurtenances related thereto, and also including the acquisition of all necessary rights of way, in order to connect Pump Station #33 to Pump Station #4 which connects to the City's wastewater treatment plant.

2. The Sewer System Improvements shall be designed and constructed pursuant to and consistent with all applicable rules, regulations and standards of the City of Hagerstown. Developer shall commence construction of the Sewer System Improvements within twelve (12) months immediately following satisfaction of the Conditions Precedent (defined below). Developer shall have a one-time right to extend the deadline for commencing construction by up to an additional twelve (12) months. In the event construction of the Sewer System Improvements has not commenced within thirty-six (36) months of the date of this Agreement, this Agreement shall automatically terminate. The estimated time to complete the Sewer System Improvements is approximately 12 months. If the Sewer System Improvements are not completed within five (5) years of the date of this Agreement, this Agreement shall automatically terminate. As per the City's policy, after being in service for one (1) year, the Sewer System Improvements shall be dedicated to the City of Hagerstown.

3. No residential units comprising the Primary Residential Use shall go online until the construction of the Sewer System Improvements has been completed. Residential Equivalent Dwelling Units ("**EDU's**") for the Primary Residential Use shall be reserved but not assigned until construction of the Sewer System Improvements has been completed.

4. Developer's obligation to construct the Sewer System Improvements shall be conditioned and contingent upon the following (collectively, the "**Conditions Precedent**"): (i) Developer receiving final, non-appealable approval of the Development Approvals for the Primary Residential Use, including but in no way limited to final approval of the Site Plan, MDE approval of the construction permit(s) for the Sewer System Improvements and approval of sufficient water[2] and wastewater allocation for the Primary Residential Use, including all necessary initial approvals and extensions of time contemplated by the City's Sewer Capacity Allocation Program (the "**SCAP**"); (ii) assurances that

[2] Developer understands and agrees that although receiving sufficient water capacity allocation for the Intended Use is part of the Development Approvals which are a condition to Developer's obligations under this Agreement, the water capacity allocation shall not be considered reserved or guaranteed for use by the Developer, or its successors or assigns, for the benefit of the Property until such time as such allocation, or any portion thereof is paid for.

there is and will remain sufficient infrastructure capacity in Pump Station #33 and the Sewer System Improvements to accommodate the Primary Residential Use and the Multi-family Units; and (iii) Developer completing the purchase of the Property, or any portion thereof.

5. The Developer, including its successors and assigns, shall receive a sewer capacity offset credit (the "**Sewer Capacity Offset**") to be applied against the cost of all benefit charges relating to the development of the Property for the Primary Residential Use and connecting said development to the City's wastewater collection and treatment system (collectively, the "**Benefit Charges**"). All other application fees, connection and other charges relating to the development of the Property for the Primary Residential use and connecting said development to the City's wastewater system shall be paid by the Developer, its successors or assigns, as per the then applicable rate schedule.

6. The amount of Sewer Capacity Offset shall not exceed EIGHTY FIVE PERCENT (85%)[3] of the Sewer System Improvements Cost (defined below) incurred by the Developer, its successors or assigns, in constructing the Sewer System Improvements. As used herein, "**Sewer System Improvements Cost**" shall mean the sum of (i) the actual, incurred costs of constructing the Sewer System Improvements and (ii) study, design and engineering services costs in an amount equal to TEN PERCENT (10%) of the actual, incurred costs of construction.

7. Subject to adjustment(s) which may occur during the course of completing the Sewer System Improvements, the Sewer System Improvements Cost and amount of Developer's Sewer Capacity Offset shall be preliminarily estimated by Developer and submitted to the City of Hagerstown Utilities Department for written approval, said approval not to be unreasonably withheld, conditioned or delayed, prior to the commencement of Developer's construction of the Sewer System Improvements. A preliminary, engineer's estimate (signed and sealed by the engineer) of the construction costs for the Sewer System Improvements, separated between the force main and gravity main (including 15% contingency), is attached hereto and incorporated herein as **Exhibit D**. During the course of the project on a quarterly basis, Developer shall provide the City with updates on the itemized invoices of the actual construction costs (all invoices must be signed and certified by the Developer) incurred to date with reasonable back-up documentation.

8. Once the actual, incurred construction costs of the Sewer System Improvements has been determined upon completion, the total and final Sewer System Improvement Cost and Sewer Capacity Offset shall be calculated and converted to residential **EDU's** based upon the City of Hagerstown Water, Wastewater Rates & Related Fees for Fiscal Year 2027, a copy of which is attached hereto and incorporated herein as **Exhibit E**. In addition, Developer shall be granted up to an additional TWENTY-FIVE (25) EDUs as compensation for FIFTY PERCENT (50%) of the actual cost paid to the owner(s) of acquiring the necessary rights of way for the Sewer System Improvements. The Developer shall provide documentation of the actual costs paid to any owner(s) from whom such rights were acquired and shall confirm whether the additional EDUs shall be assigned to either the Parcel A or Parcel B portion of the Property and used as a credit against the benefit charges that would otherwise be payable by Developer, its successors or assigns, as a condition to developing said portion of the Property and connecting said development to the City's wastewater collection and treatment system.

9. The Sewer Capacity Offset/ EDUs shall run with and remain with the specific portion of the Property

[3] In the event the size of force main and/or size of gravity main changes, then the percentage of Sewer System Improvement Cost shall also change, as follows: if the force main size changes from 12" to 10" then 68% of the Sewer System Improvements Cost attributable to the force main shall be offset; if the gravity main size changes from 18" to 15" then 78% of the Sewer System Improvements Cost attributable to the gravity main shall be offset; and if the gravity main size changes from 18" to 12" then 68% of the Sewer System Improvements Cost attributable to the gravity main shall be offset.

identified as "Parcel A" on the Exhibit B for the Primary Residential Use (and/or the specific portion of the Property identified with regard to the additional EDUs provided for in Paragraph 8 hereinabove) and may be used for the benefit of Developer's successors or assigns who take title to said portion of the Property, including in the case of further subdivision of the Property as shown and depicted on the Site Plan.

10. On an annual basis the Developer shall provide and the City shall confirm by written accounting statement, the quantity of Sewer Capacity Offset / EDUs used and remaining. As noted in Paragraph 3, above, EDU's for the Primary Residential Use shall be reserved but not assigned until construction of the Sewer System Improvements has been completed.

11. This MOU shall be governed by the laws of the State of Maryland, without regard to its conflicts of law principles, and the forum and jurisdiction for any disputes or claims shall rest in Washington County, Maryland.

[SIGNATURES ON FOLLOWING PAGE]

Signed and adopted this_____day of _____, 2026.

ATTEST:

_____

CURRWOOD DH, LLC
a Maryland limited liability company

By: _____
Name:
Title:

ATTEST:

_____
Donna K. Spickler
City Clerk

CITY OF HAGERSTOWN
A Maryland Municipal Corporation

_____
William B. McIntire, Mayor
City of Hagerstown

Exhibit A
(Site Plan)

MOUNTAIN CREST RESIDENTIAL DEVELOPMENT

LOCATE:
ON THE EAST SIDE OF DUAL HIGHWAY (US 40) AND NORTH OF DAYFORD
CITY OF HAGERSTOWN
WASHINGTON COUNTY, MARYLAND

CLIENT: ELMWOOD 81, LLC
4 RESERVOIR CIRCLE BALTIMORE, MARYLAND 21208
PHONE: 410 413 8552

NOT APPROVED FOR CONSTRUCTION

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.

OVERALL DEVELOPMENT PLAN
C-103
SHEET 05 OF 1-06

Exhibit B
(Subdivision)

EXHIBIT B

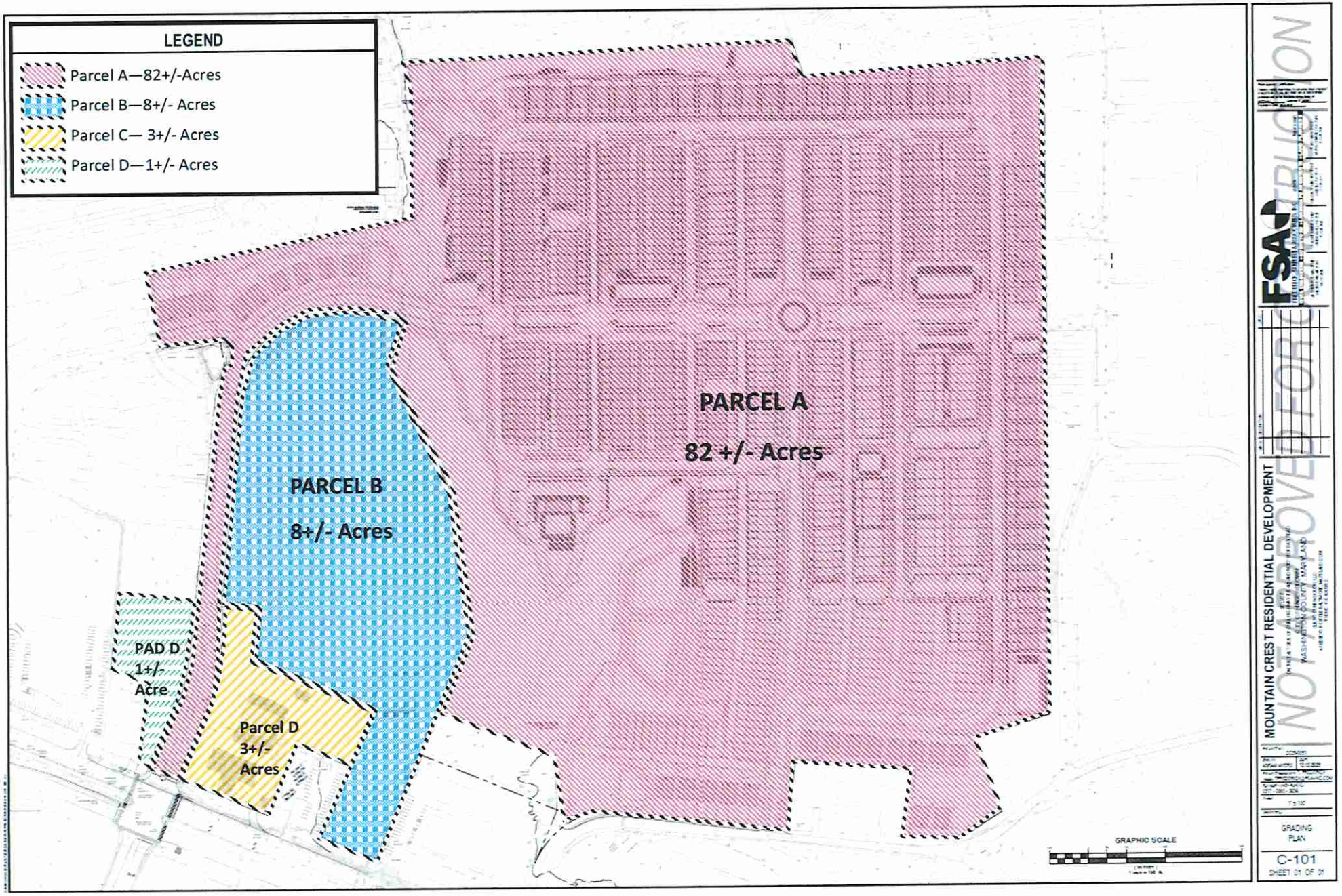

LEGEND
Parcel A—82+/-Acres
Parcel B—8+/- Acres
Parcel C— 3+/- Acres
Parcel D—1+/- Acres
PARCEL A
82 +/- Acres
PARCEL B
8+/- Acres
PAD D
1+/-
Acre
Parcel D
3+/-
Acres
GRAPHIC SCALE
MOUNTAIN CREST RESIDENTIAL DEVELOPMENT
GRADING PLAN
C-101
NOT APPROVED FOR PUBLICATION

Exhibit C-1
(Hazen Report)

September 9, 2026

To: City of Hagerstown, Maryland

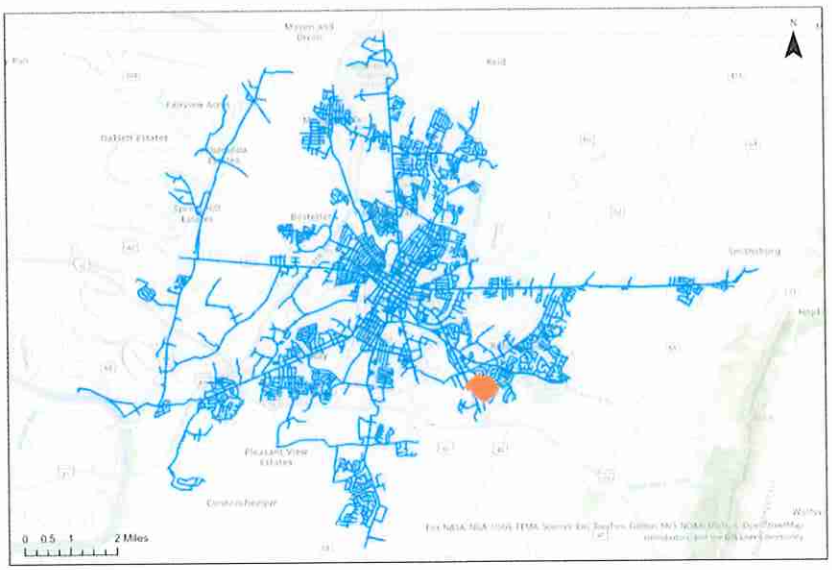
From: Hazen and Sawyer

City of Hagerstown

Mountain Crest Development - Water and Sewer Capacity Hydraulic Study

Introduction

The Mountain Crest development is planned to connect to the City of Hagerstown 's water distribution and sewer collection systems. The City of Hagerstown water and sewer hydraulic models were used to assess potential system impacts from the Mountain Crest development and identify infrastructure upgrades or operational adjustments necessary to meet Mountain Crest demands/flows and maintain existing customer service.



Hazen

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1. Mountain Crest Development

The Mountain Crest development (map shown below) is planned to connect to the City of Hagerstown's water distribution and sewer collection systems. The City of Hagerstown water and sewer hydraulic models were used to assess potential system impacts from the Mountain Crest development and identify infrastructure upgrades or operational adjustments necessary to meet Mountain Crest demands/flows and maintain existing customer service.

1.1 Mountain Crest Development Maps

A vicinity map showing the planned development, followed by a location plan providing information on the proposed development configuration, are provided below.

Figure 1-2: Mountain Crest Vicinity Map

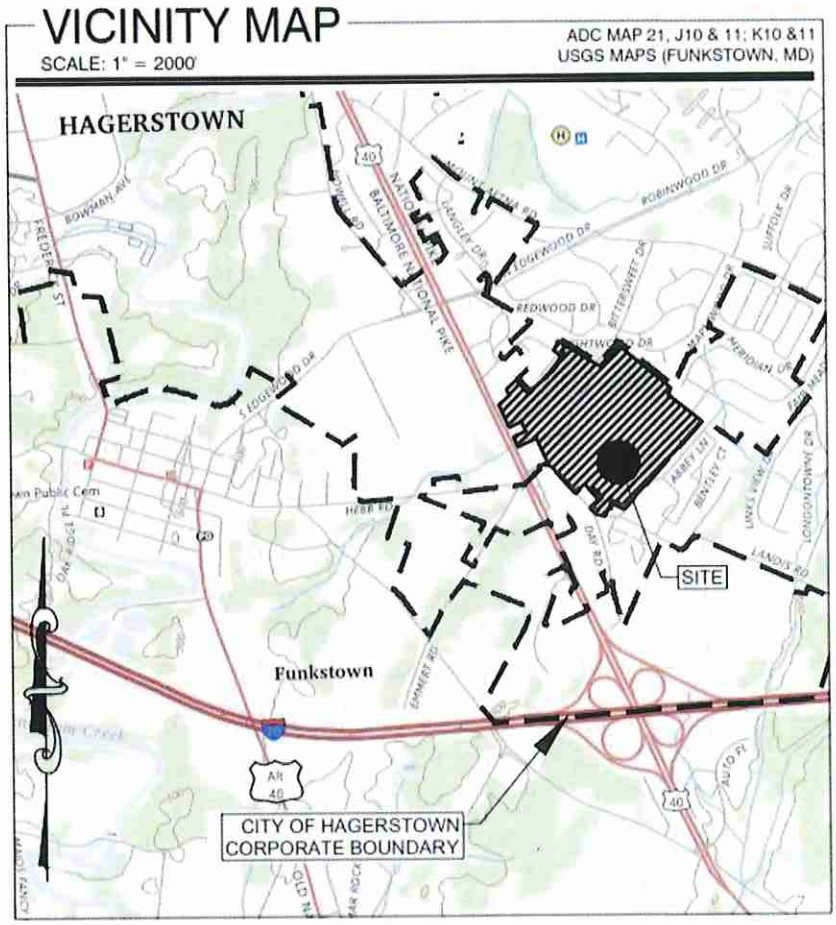
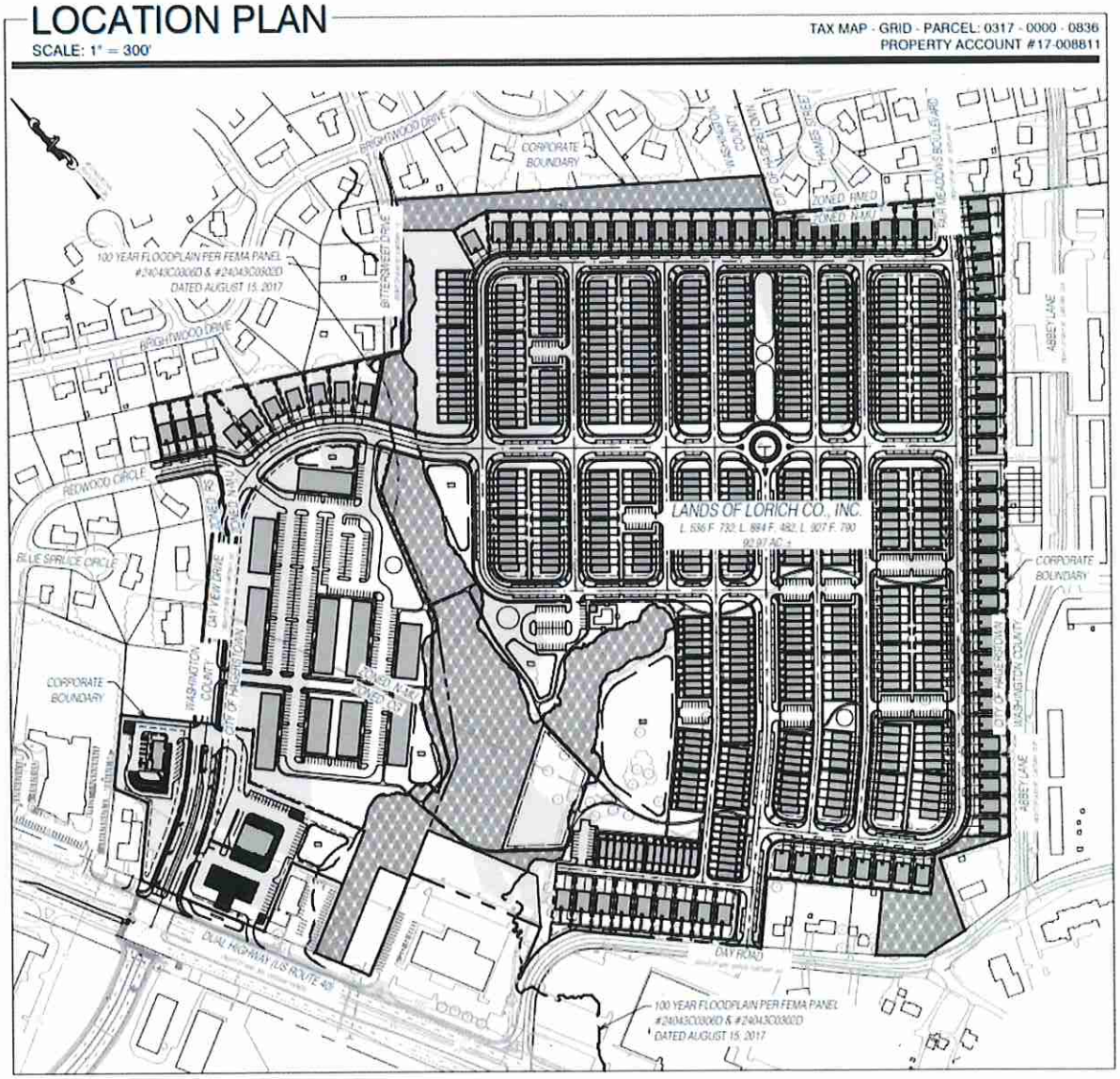


Figure 1-3: Mountain Crest Location Plan



1.2 Potable Water Demands

The Mountain Crest site plan includes single family lots, townhouse lots, multi-family units, and commercial lots. All residential units are assumed to have a max-day potable water demand of 200 GPD while the commercial lots are estimated at 2,200 GPD each. Max-day demand (MDD) and Average-day demand (ADD) are crucial components for hydraulic analyses to properly size the infrastructure needed to serve those demands. Based upon the above unit demands, total potable demand for the Mountain Crest development was determined to be 166,800 GPD (115.8 gpm/0.167 mgd). The following table includes

the number of development units and the potable demand count based on lot type, as well as the demand sum.

Table 1-1: Potable Demands

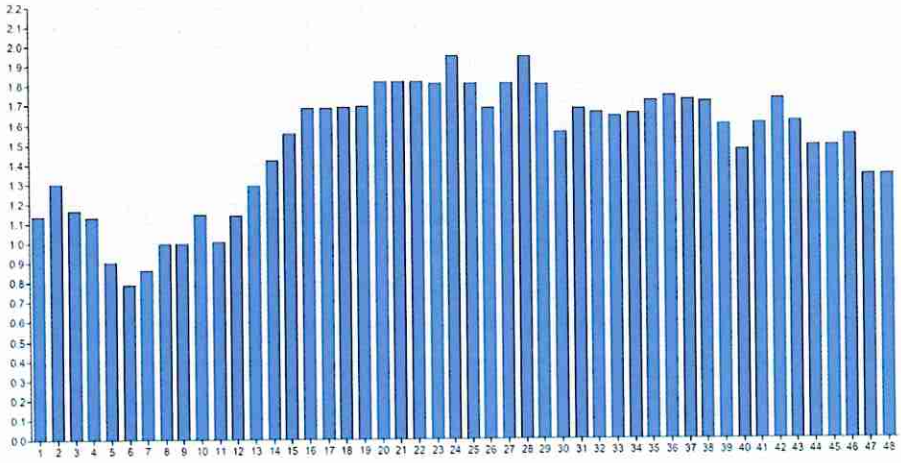
Mountain Crest Lots	Unit Count	Potable Demand Per Unit (GPD)	Total Potable Demand (GPD)
Single Family Lots	81	200	16,200
Townhouse Lots	455	200	91,000
Multi-Family Units	276	200	55,200
Commercial Lots	2	2,200	4,400
Mountain Crest MDD Demand:			**0.167 mgd / 115.8 gpm**

To convert max-day demands to average-day demand, an MDD/ADD ratio of 1.5 was used.

MDD / ADD = 1.5
115.8/1.5 = 77.2 gpm (0.111 mgd)

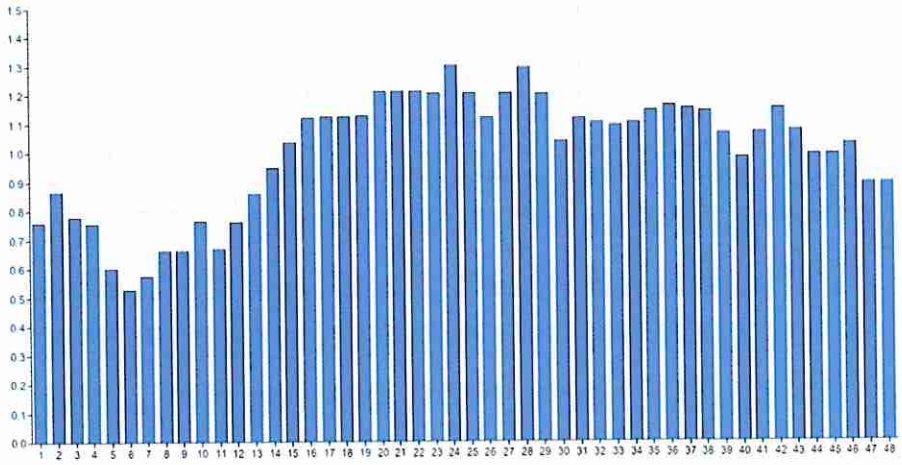
Projected Mountain Crest water demands were applied to the hydraulic model at pipe bends, a.k.a. model junctions, and distributed spatially based on the site drawings (see location map from above). This approach provides a more accurate representation of system demands by assigning higher point demands to the more densely developed areas of the site. In addition to point demands, an applied diurnal pattern defines an hourly peaking factor. For the MDD and ADD scenarios, the existing Zone 1 MDD and ADD diurnal patterns were applied respectively to the Mountain Crest development. The following pattern was used for MDD conditions, resulting in a modeled peak hour demand of 115.8 gpm.

Figure 1-4: Existing Zone 1 MDD Diurnal Pattern



Subsequently, the following pattern was used for ADD conditions, resulting in a modeled peak hour demand of 77.2 gpm during average day scenarios.

Figure 1-5: Existing Zone 1 ADD Diurnal Pattern



1.3 Sewer Flows Demands

The City of Hagerstown sewer design standards require a peaking factor of 4.0 to be applied to potable water demands when converting water demands to sewer flow demands. This peaking factor accounts for potential future stormwater inflow and infiltration within the development and its path from Mountain Crest to the City's Wastewater Treatment Plant (WWTP).

Mountain Crest Potable Water MDD = 166,800 GPD
Mountain Crest Max-Day Sewer Flow = 166,800 GPD x 4.0
Mountain Crest Max-Day Sewer Flow = 667,200 GPD (0.67 MGD)

Mountain Crest sewer demands at full build out are estimated to be 0.67 MGD.

2. Water Distribution Hydraulic Model Assessment

The water hydraulic model was utilized to identify infrastructure upgrades or operational adjustments necessary to meet Mountain Crest water demands, as outlined in the following section.

2.1 Water Design Criteria

The hydraulic model was used to confirm that the Mountain Crest development could meet water service criteria and identify any potential impacts to existing customers due to the new development. The model was used to evaluate minimum and maximum pressure, as well as available fire flow.

The following design criteria were used to assess if distribution system upgrades or site plan design changes were necessary:

- MDD Minimum pressure greater than 20 PSI
- MDD Maximum pressure less than 120 PSI
  - Maximum pressure greater than 80 PSI would require service connection level PRVs
    - *Note: The Mountain Crest development does not experience maximum pressures greater than 80 PSI.*
- MDD Available Fire Flow 1,500 gpm – 2,500 gpm

Fire flow requirements are outlined by the City of Hagerstown Fire Department and the Code of Maryland Public Safety. Fire code indicates that single-family homes, townhomes, and commercial lots require 1,500 gpm fire flow. Multifamily lots require 2,500 gpm.

In addition to design criteria, impacts to the existing system were investigated. Specifically, comparing initial conditions to conditions once the new Mountain Crest development is brought online. Delta calculations (final minus initial) were developed as outlined below.

2.2 Water Distribution Hydraulic Model Conditions

2.2.1 Existing Condition

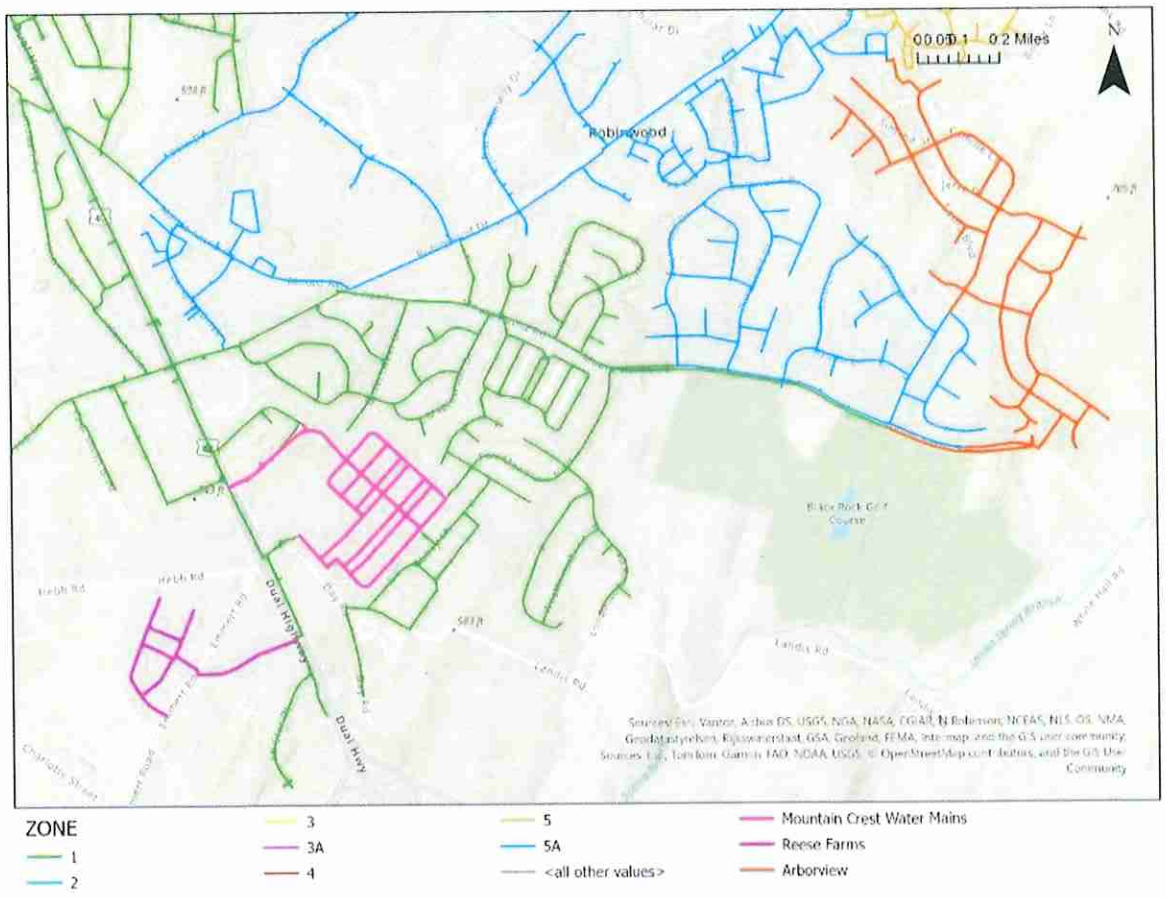
The Mountain Crest development was added to the existing City of Hagerstown water hydraulic model. The existing condition for the analysis assumes approved planned developments are already active. The existing condition includes:

- Reese Farms, Dual Highway
- Town of Smithsburg, Cavetown Church Road
- Arborview, Mount Aetna Road
- Meritus new school, Mount Aetna Road
- Zone 5A rezoning

Note that the existing condition includes the latest Zone 5A rezoning (as of May 21, 2026). The following figure displays this rezoning which brings the Meritus new school and Arborview developments into the

new Zone 5A. The design of Zone 5A was optimized to reduce impacts to neighbors, including Reese Farms and Mountain Crest. The existing condition with the addition of Mountain Crest is displayed below.

Figure 2-1: Mountain Crest Development Condition



2.2.2 Mountain Crest Condition

The Mountain Crest development will tie into the existing water distribution network along Dual Highway, Day View Dr, Fair Meadows Blvd, Abbey Ln, and Day Rd. There is an existing 12-inch water main that will need to be rerouted in the development site. Figure 2-2 below displays the existing pipe network and Figure 2-3 displays the updated pipe network with Mountain Crest applied. Segments connecting to Dual Highway, Day View Dr, Day Rd, and Abbey Ln, are sized 12-inch while the rest of the development is adequately sized at 8-inch. Further details of the 12-inch along Day View Dr are discussed below.

Figure 2-2: Existing Site Infrastructure

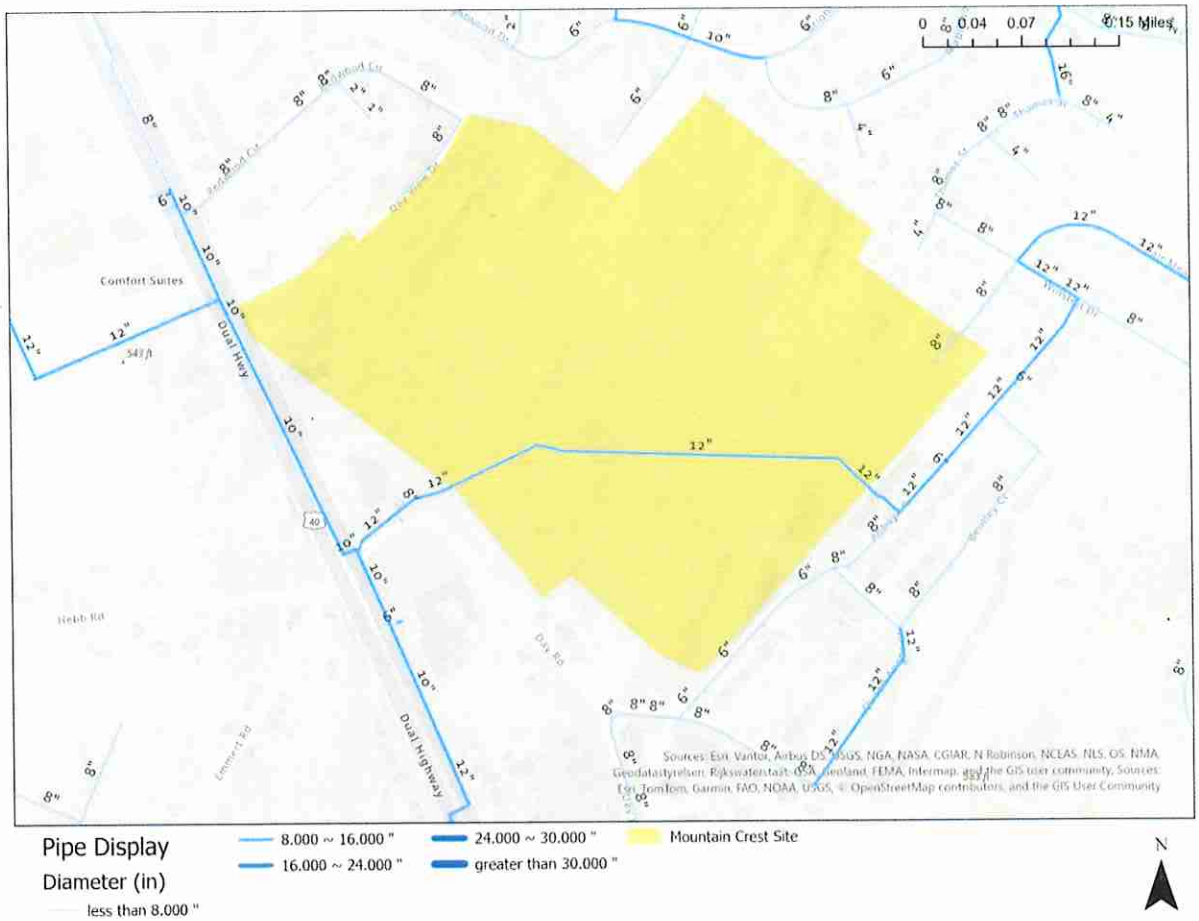
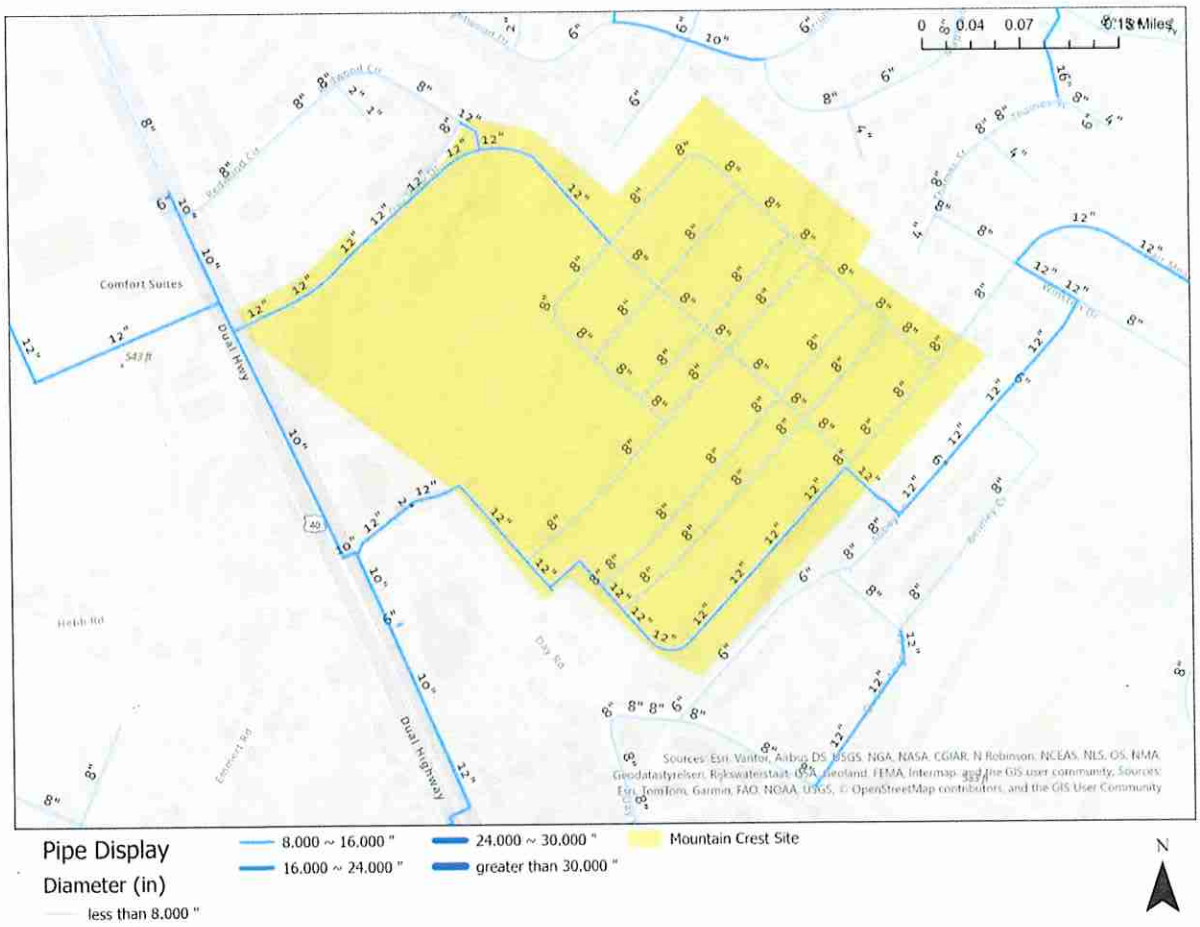


Figure 2-3: Mountain Crest Site Recommended Infrastructure



2.3 Water Model Results

2.3.1 Available Fire Flow

The Mountain Crest development was added to the water hydraulic model assuming all pipes in the development are to be 8-inches in diameter. Upon further investigation, upsizing sections to 12-inch allows for greater fire flow availability across the development and increases fire flow to the multifamily lots, exceeding the required 2,500 gpm. Fire flow is assessed under MDD conditions.

Figure 2-4 below indicates the available fire flow to the site when all site pipes are 8-inch. Figure 2-5 indicates the available fire flow when the indicated segments are 12-inch. As shown, this adjustment to the Mountain Crest site plan produces sufficient fire flow to the entire development without any system upgrades.

Figure 2-4: 8-inch Available Fire Flow

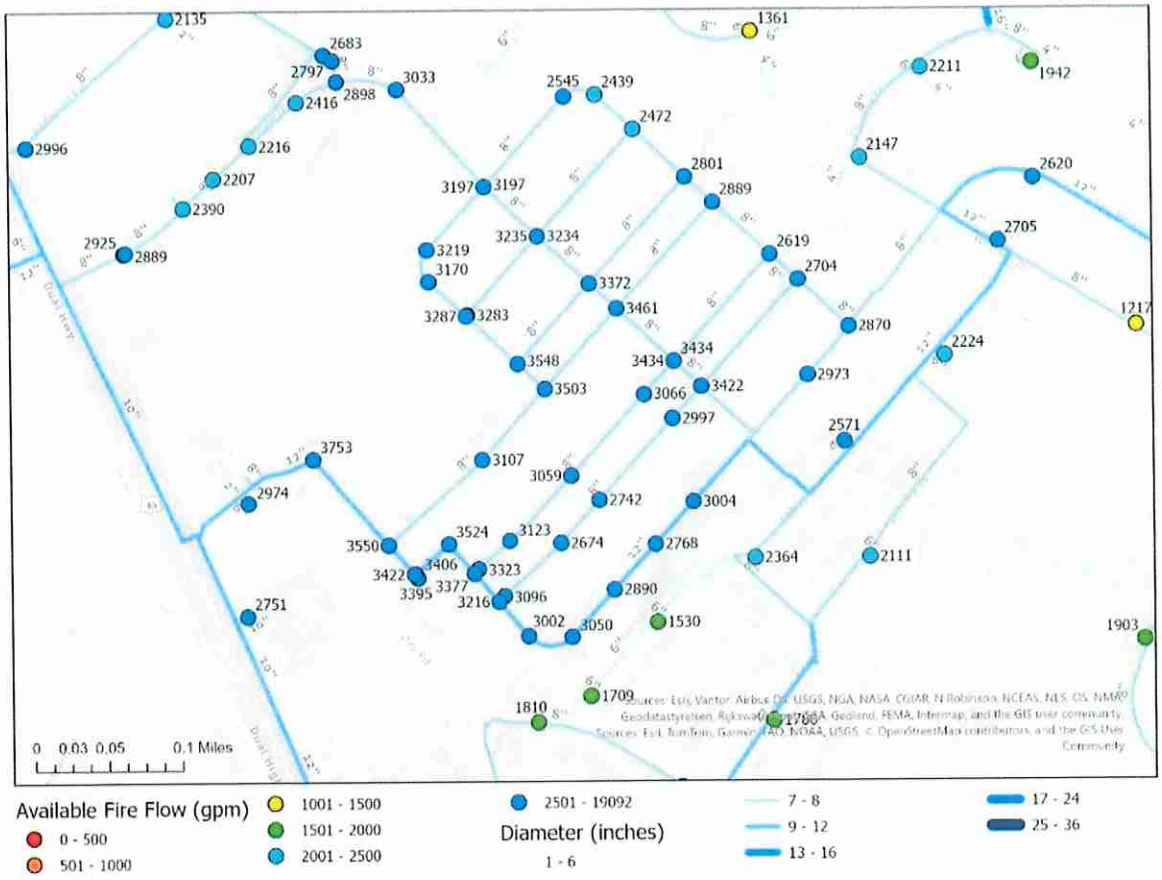
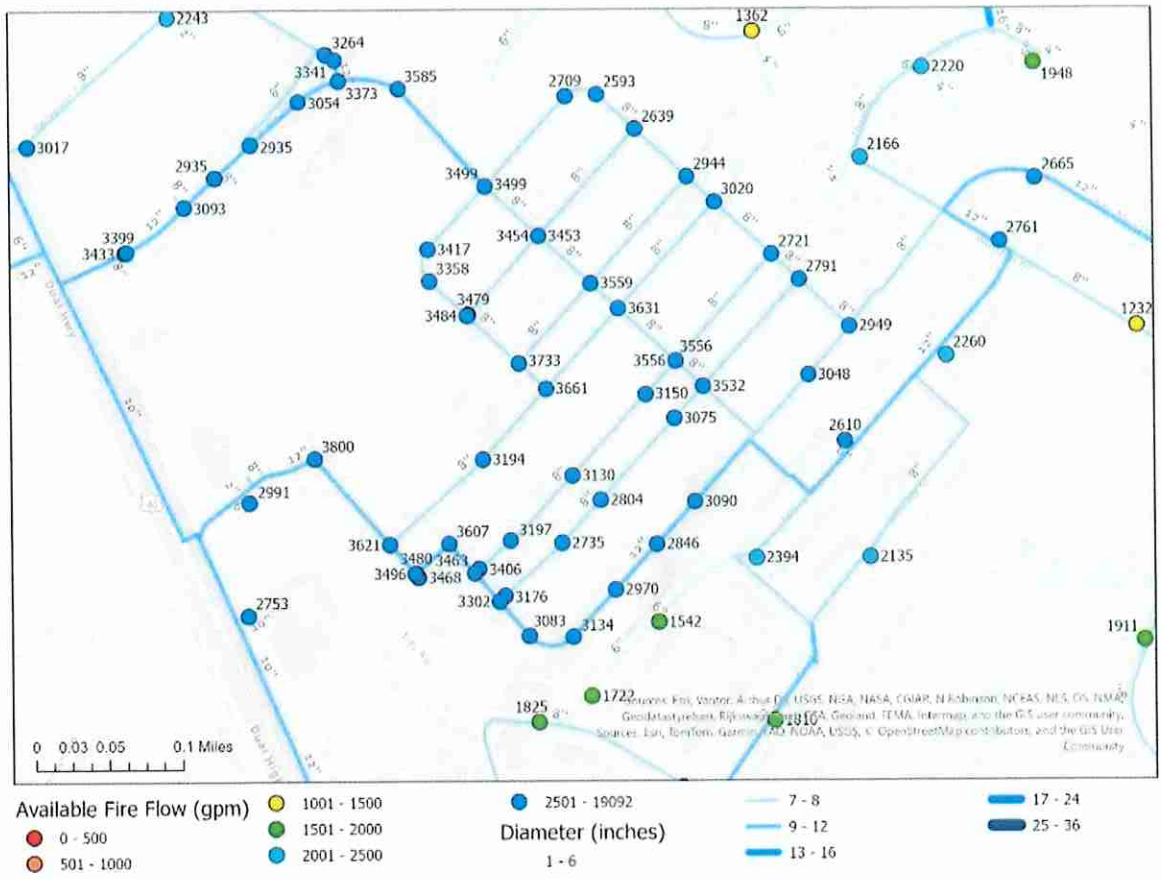


Figure 2-5: Upsizing Available Fire Flow



2.3.2 Pressure

Under a 7-day MDD extended period simulation (EPS), the Mountain Crest development site sees between 37.4 – 53.0 psi in minimum pressures. The addition of the Mountain Crest development produced a minimum pressure delta between -1.3 PSI and 0.7 PSI. Mountain Crest minimum pressures are adequate without system upgrades and the impact on neighboring systems is negligible.

Similarly, the maximum pressure for Mountain Crest ranges between 42.7 – 58.4 psi and produces a system-wide maximum pressure delta of -1.0 – 0.1. Again, no system upgrades appear necessary. Figures below display both the development minimum and maximum pressures. Note that the 12-inch pipes indicated above are applied herein.

Figure 2-6: Minimum Pressures

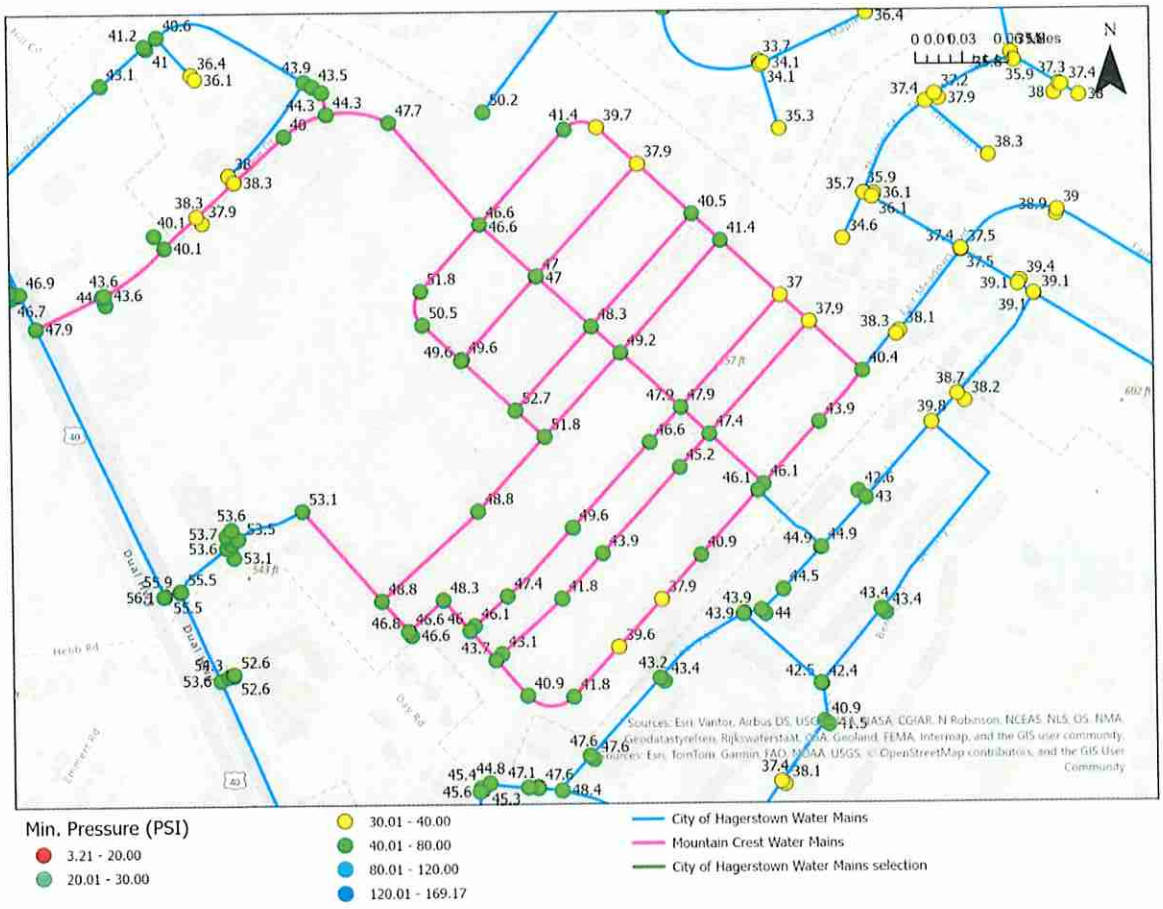
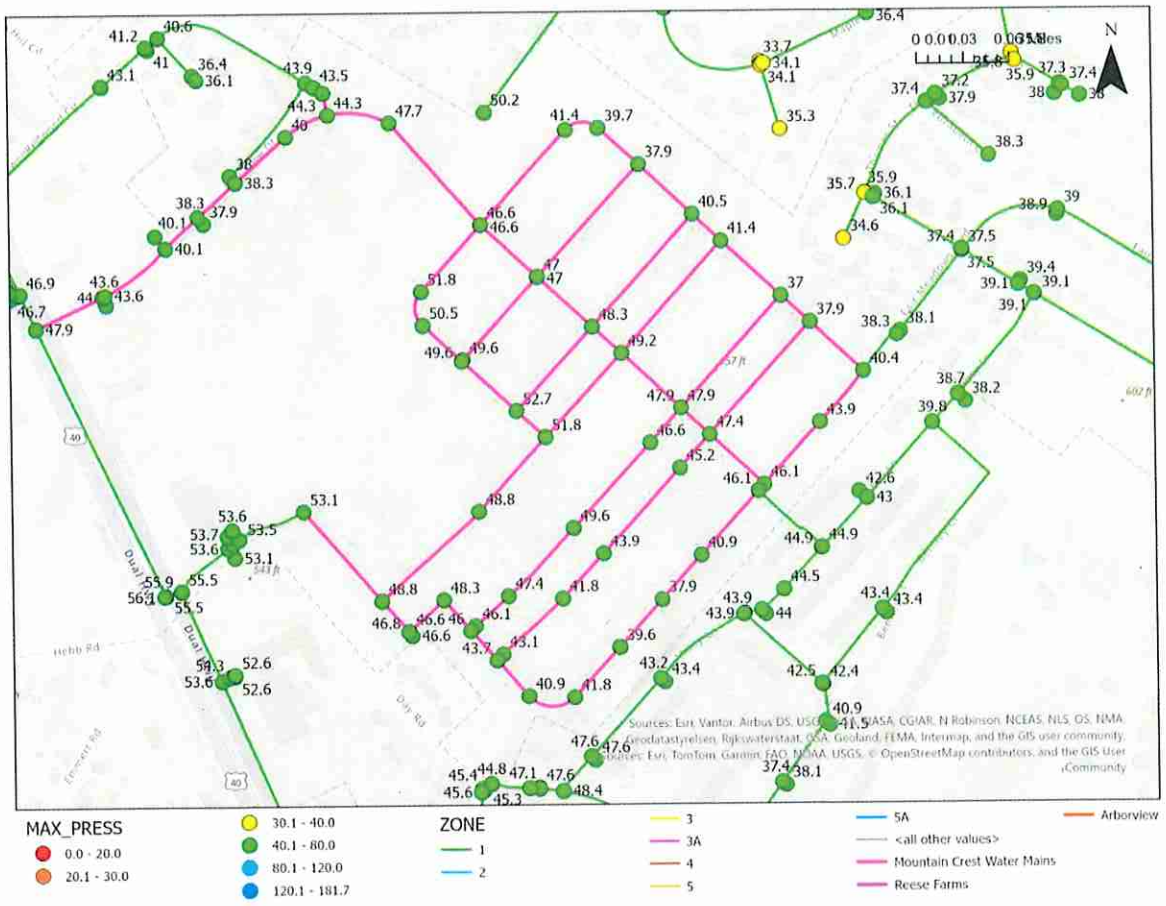


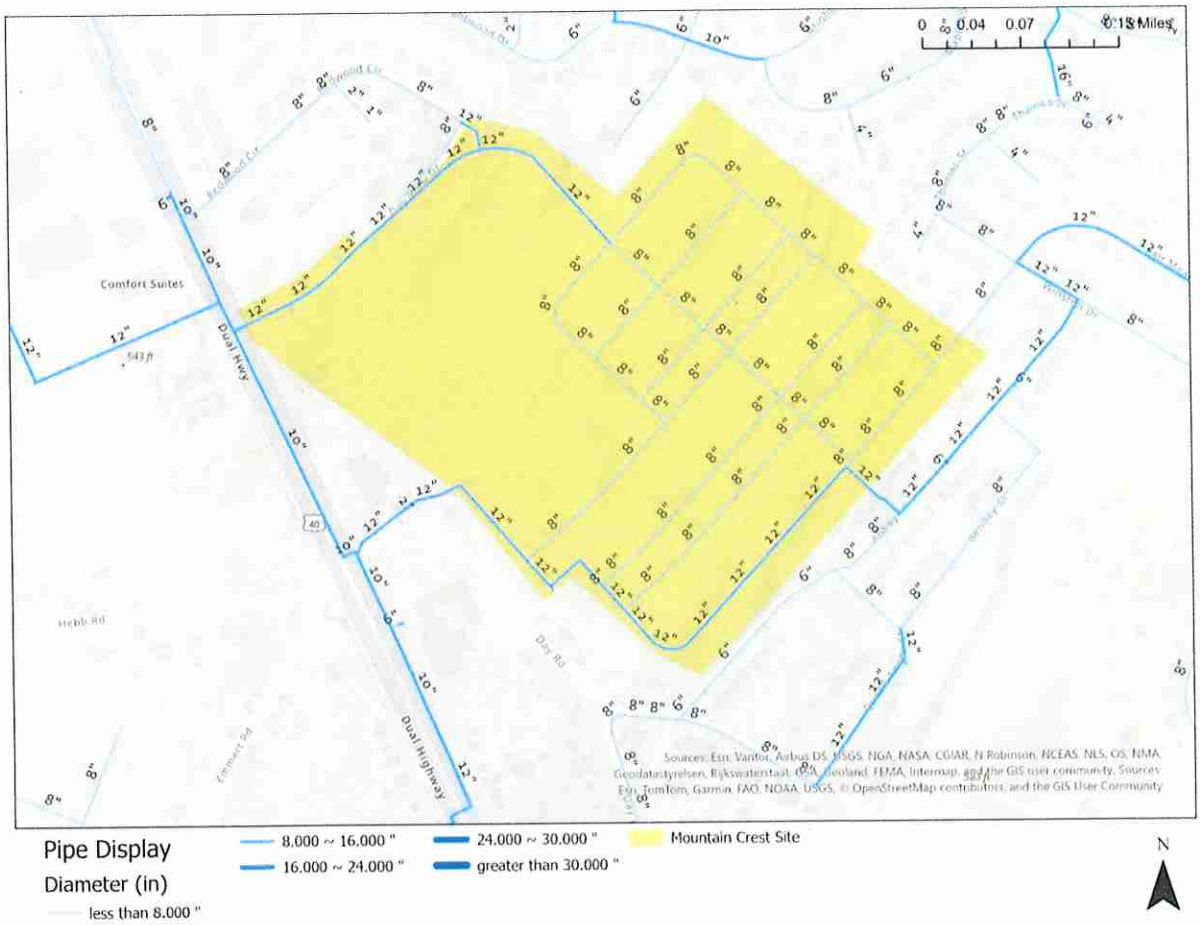
Figure 2-7: Maximum Pressures



2.4 Water Distribution Recommendation Summary

Investigation into the City of Hagerstown water distribution model showed that no system upgrades are necessary based on the planned distribution system (including the new Zone 5A). Two sections of the Mountain Crest development were identified to need 12-inch water mains, as displayed in Figure 2-8, while the rest of the new pipe network is 8-inch.

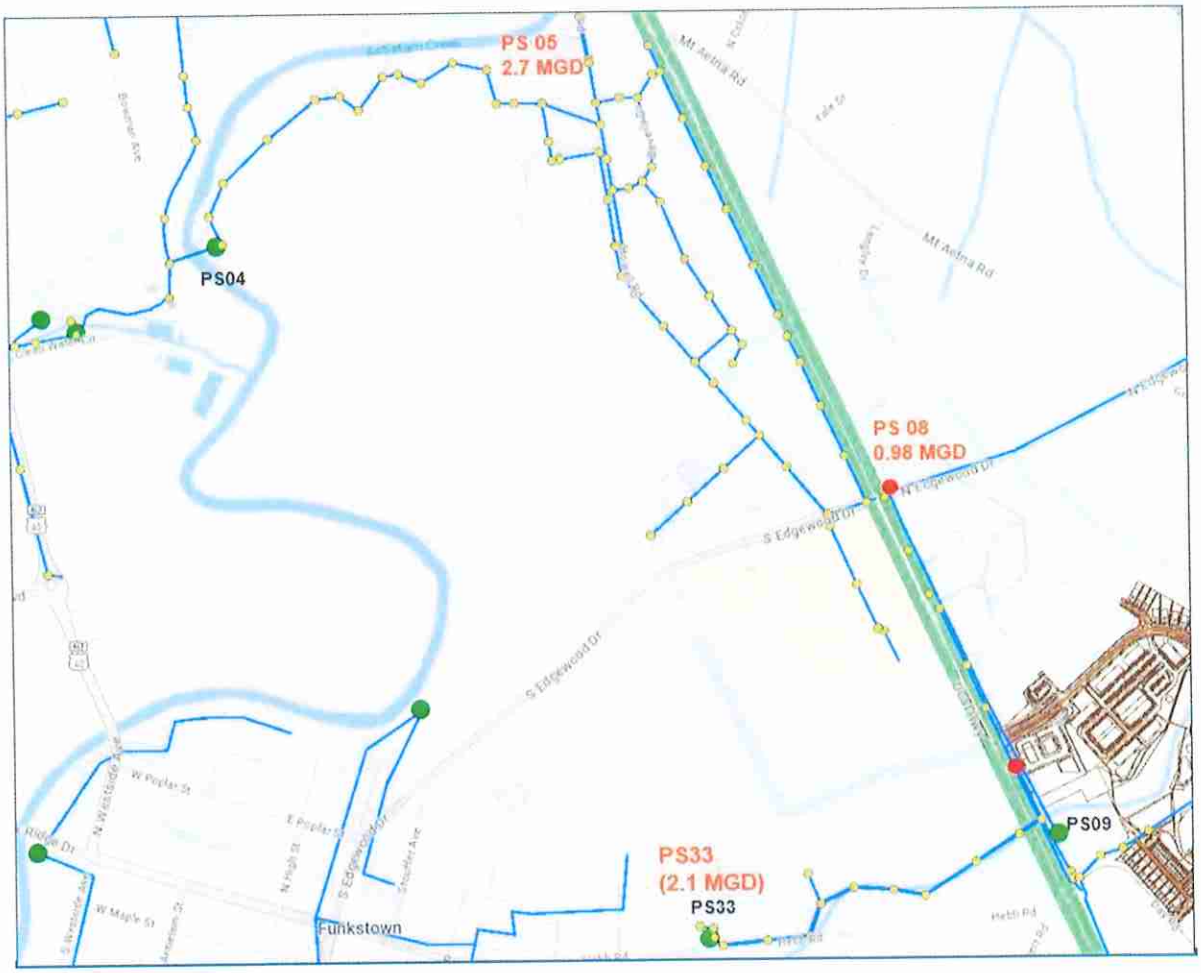
Figure 2-8: 12-Inch Development Piping



3. Sewer Collection Hydraulic Model Assessment

The location of the Mountain Crest development requires sewer to flow through multiple pump stations to eventually be directed into the City's WWTP. Assuming no network adjustments, the projected wastewater flows from the Mountain Crest Development would first travel via gravity sewer to Pump Station No. 33 (PS33). Then flows would subsequently be pumped to the gravity sewer at the confluence of the force main from Pump Station No. 8 (PS08), as shown in Figure 3-1. Further downstream, the gravity sewer system would receive flows from Pump Station No. 5 (PS05) which would ultimately be conveyed to the WWTP via Pump Station No. 4 (PS04). The purpose of this analysis is to evaluate and summarize the scope of possible infrastructure improvements required to serve the future Mountain Crest development.

Figure 3-1: Existing Wastewater Collection System Downstream of PS33



3.1 Downstream Sewer Assessment

3.1.1 Pump Station 33

PS33 is a City owned and operated wastewater pump station that receives flow from the Mountain Crest area and pumps to the downstream gravity system which ultimately discharges to the City's WWTP.

Existing Pump Station 33 Firm Capacity: 2.1 MGD (Duplex Pump Station)

Flow Summary at Build-Out:

Source	Flow (MGD)
Existing Flows to PS33	0.80
Approved Developments Flows (Not Including Mountain Crest)	0.48
Mountain Crest	0.67
Total Build-Out Flow	**1.95**

Findings:

PS33 has sufficient capacity at Mountain Crest Full Build-Out (2.00 MGD < 2.1 MGD firm capacity). No upgrades appear necessary for PS33.

3.1.2 Pump Station 04

PS04 is located downstream and receives flow from PS05, PS08, and PS33.

Existing Pump Station 04 Firm Capacity: 4.5 MGD (Duplex Pump Station)

Flow Summary at Buildout:

Condition	PS05 (MGD)	PS08 (MGD)	PS33 (MGD)	Total to PS04 (MGD)
Current	2.70	0.98	0.80	4.48
Current + Approved Dev. + Planned Upgrades	2.70	1.50	1.28	5.48
Full Build-Out (w/ Mountain Crest)	2.70	1.50	1.95	**6.15**

Findings:

The full build-out flow of 6.15 MGD exceeds the 4.5 MGD firm capacity by 1.65 MGD. A new 50 HP pump (3,000 gpm @ 46 ft TDH) is recommended to account for the additional capacity needed to convey the flows.

Existing wet well volume: 1,998 ft^3

Wet well detention time at design flow: 3.48 minutes (below 10-State Standard of 6 minutes)

Required wet well volume: 3,441 ft^3, Additional wet well volume needed: approximately 1,500 ft^3

3.1.3 Downstream Gravity Sewer Segments

The gravity sewer system downstream (DS) of PS33 consists of three segments:

Segment	Diameter	Length	Full-Flow Capacity
Segment 1	12"	1,888 ft	1.8 MGD
Segment 2	15"	2,352 ft	3.0 MGD
Segment 3	18"	3,118 ft	4.7 MGD

Existing Condition Analysis (PS33 at 0.80 MGD): -

Segment 1: 0.80 MGD flow (0.80 MGD available) — Adequate

Segment 2: 1.78 MGD flow (1.22 MGD available) — Adequate

Segment 3: 4.48 MGD flow (0.22 MGD available) — Adequate

Full Build-Out (PS33 at 1.98 MGD, PS08 at 1.50 MGD):

Segment 1: 1.98 MGD (available: -0.18 MGD) — **At Capacity**

Segment 2: 3.48 MGD (available: -0.48 MGD) — **Exceed Capacity**

Segment 3: 6.15 MGD (available DS capacity: -1.45 MGD) — **Exceed Capacity**

Key Finding: All three gravity segments are at or exceed existing capacity under Full Build-Out conditions.

3.2 Downstream Improvement Options

3.2.1 Option A — Direct Force Main PS33 to PS04

This option would include the following key infrastructure upgrades:

- Install approximately 5,050 ft of new 10" force main and 1,350 ft of new 12" gravity sewer connecting PS33 directly to PS04
- PS04 upgrade: additional pump and wet well expansion
- All three gravity segments regain capacity (0.80 MGD for Segment 1 and 1.28 MGD for both Segments 2 and 3)
- Requires utility easements and alignment evaluation.
- Existing PS33 pumps may be sufficient (TDH required: 116–139 ft vs. TDH available 130 ft with VFD)

Figures below outline the Option A design.

Figure 3-2: Option A, Proposed Improvements

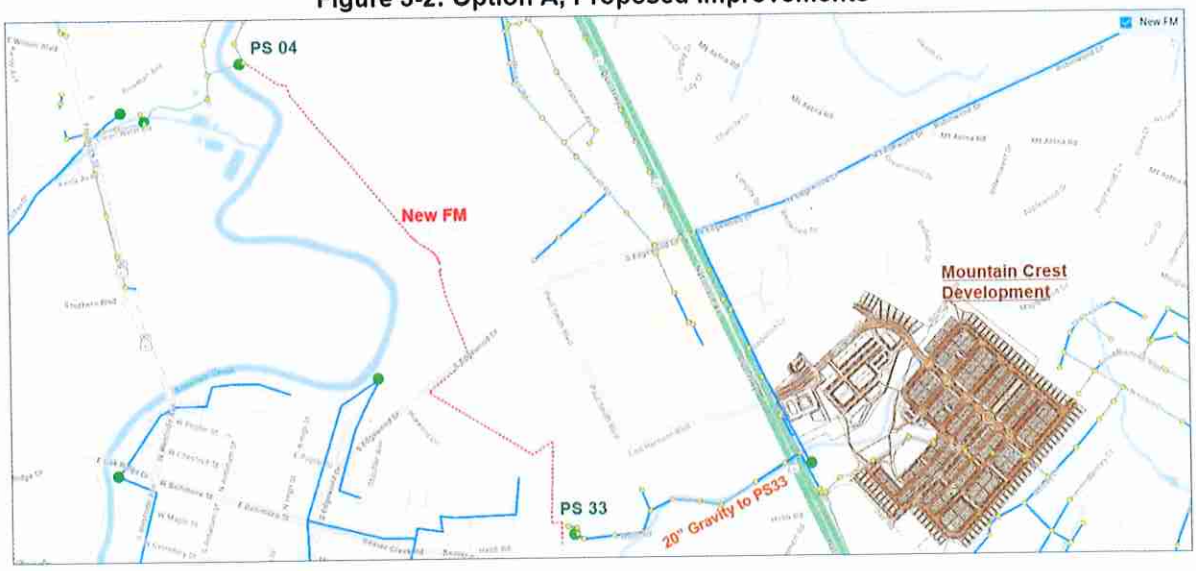
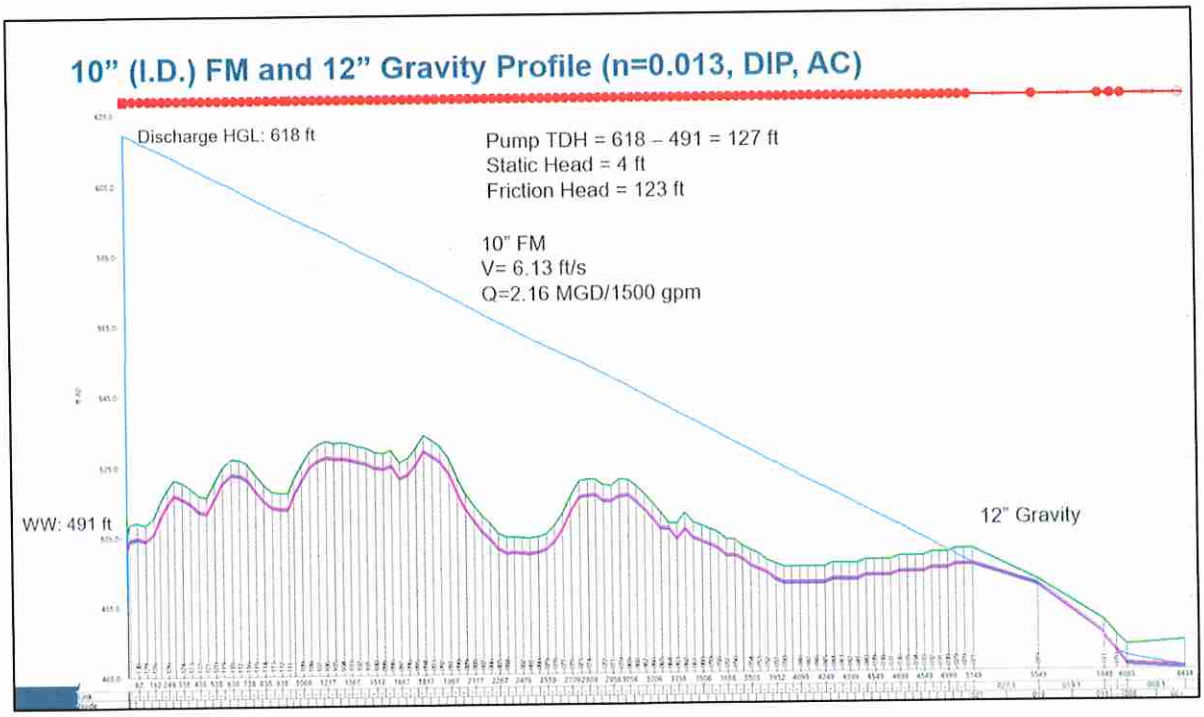


Figure 3-3: Vertical Profile for Option A 10" Gravity Sewer/12" Force Main At PWF Condition

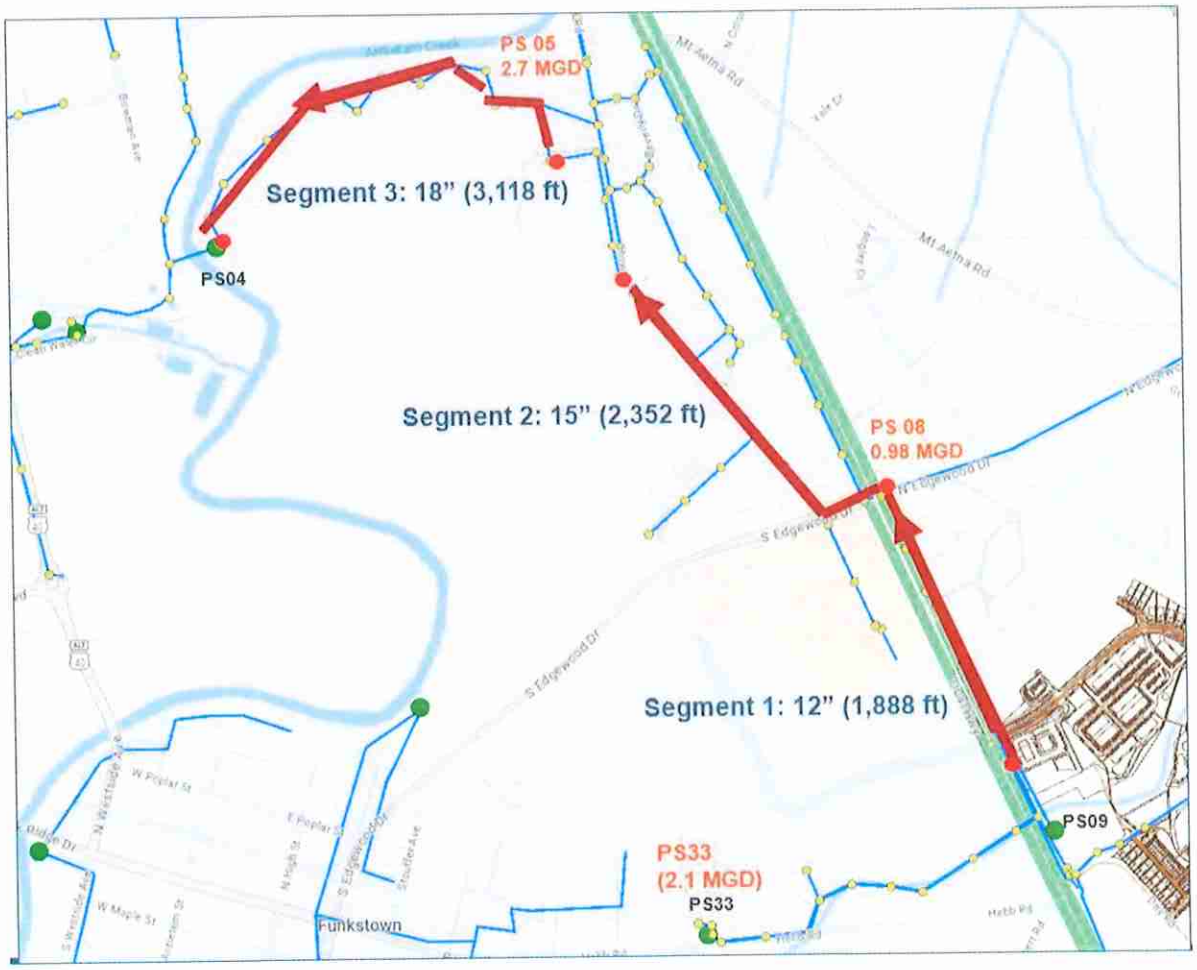


3.2.2 Option B — Upsize All Gravity Segments

This option would include the following key infrastructure upgrades:

- Upgrade Segment 1 (1,888 ft): 12" → 15" (capacity: 3.4 MGD)
- Upgrade Segment 2 (2,352 ft): 15" → 18" (capacity: 4.7 MGD)
- Upgrade Segment 3 (3,118 ft): 18" → 24" (capacity: 9.7 MGD)
- PS04 upgrade: additional pump and wet well expansion
- All segments operate with positive available capacity at Full Build-Out
- Highest construction impact on existing infrastructure

Figure 3-4: Option B Proposed Improvements



3.2.3 Option Analysis

Upon further investigation, the necessary easements are fully accessible to the Mountain Crest developer within Option A. Option A would be more economical than Option B with minimum impacts on existing customers. Therefore, it is recommended that the force main option be implemented while using the existing pumps at PS33.

3.3 Upstream Sewer Assessment

3.3.1 Existing Infrastructure

The upstream collection system tributary to PS33 consists of:

- 10" and 12" gravity sewers conveying flow from PS27 (0.25 MGD) and
- existing connections (0.80 MGD) - A 21" gravity main and 10" force main serving the PS33 service area, as shown in Figure 3-4.

Figure 3-4: Existing Upstream Sewer System To PS33



3.3.2 Sewer Relocation

The Mountain Crest Development will require relocation of existing sewer gravity mains through the development site. Gravity sewers shall be rerouted to accommodate the proposed site layout.

Figure 3-5: Upstream Pipe Relocation

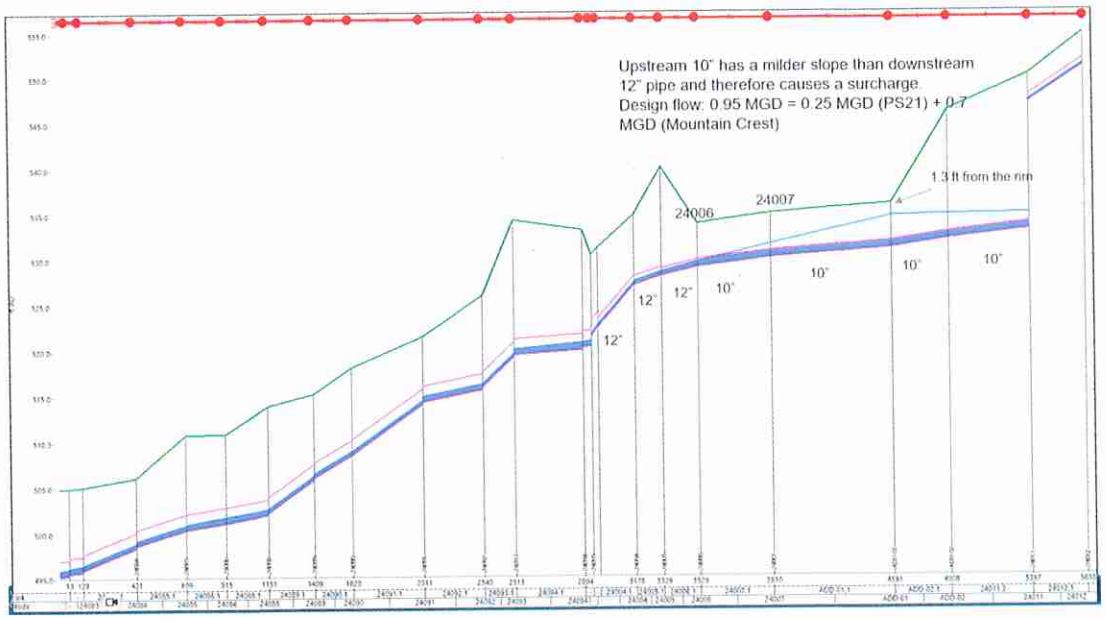


3.3.3 Upstream Pipe Capacity

With the addition of Mountain Crest flow (0.67 MGD) to existing flows (0.80 MGD from local connections + 0.25 MGD from PS27), the existing upstream 10" gravity segments require upsizing.

Recommendation: Replace approximately 2,130 linear feet of existing 10" gravity sewer with 12" diameter pipe. Although 12" is sufficient for Mountain Crest flows, the City may consider upgrading to 15" to maximize capacity for future development. Any upsizing beyond 12" could be considered a cost-sharing item, as Mountain Crest can be adequately served with a 12" pipe. Figure 3-6 displays the updated pipe profile.

Figure 3-6: Hydraulic Profile After Incorporating Mountain Crest Flows



3.4 Consideration for Additional Upstream and Downstream Upgrades

The following section looks at options to further increase upstream and downstream capacities beyond what is required to serve Mountain Crest. This approach optimizes resources and allows for future growth.

When Mountain Crest reaches full build-out, total flow to Pumps Station 33 (PS33) will be 1.95 mgd. PS33 has a firm capacity of 2.1 mgd, and the existing downstream piping is currently sized at 12-inch. Although no pump station upgrades are recommended for Mountain Crest, >0.2 mgd available capacity does not provide much room for growth – accordingly, additional upgrades should be considered.

3.4.1 Downstream Upgrade Alternatives

Three downstream components were investigated for optimal capacity:

- PS33 capacity
- PS33 force main
- Downstream gravity sewer

It was identified that the gravity sewer, not the force main, sets the corridor's sewer capacity. Each increment the gravity sewer increases, PS33 requires a matching increase in PS33 pumping capability. The following Table 3-1 displays what capacity can be reached when the gravity line is upsized, and the corresponding PS33 upgrades are applied.

Table 3-1: Downstream Conveyance Alternatives and Corridor Capacity

Gravity Sewer Diameter	Pump Station 33	Force Main	Resulting Corridor Capacity (mgd)
12-inch (existing)	Existing	Existing	2.1
15-inch	Pump Upgrade - replace pumps, 240 ft of total dynamic head	10-inch FM at 8.51 ft/s	3.0
18-inch	Pump Upgrade - add one additional pump, possibly an expanded/new wet well.	12-inch FM at 8.9 ft/s	4.5

As the table indicates, 3.0 mgd of capacity would require pump upgrades (replacement pumps) while 4.5 mgd of capacity requires an additional pump along with an expanded/new wet well. Based on the assessment, the 18-inch gravity sewer (additional pump, expanded/new wet well, and 12-inch force main) option is recommended. This pump upgrade is simpler and at 4.5 mgd capacity, this corridor will have 2.55 mgd of capacity remaining for future allocation.

3.4.2 Pump Station No. 4 Upgrades with Expanded PS No. 33

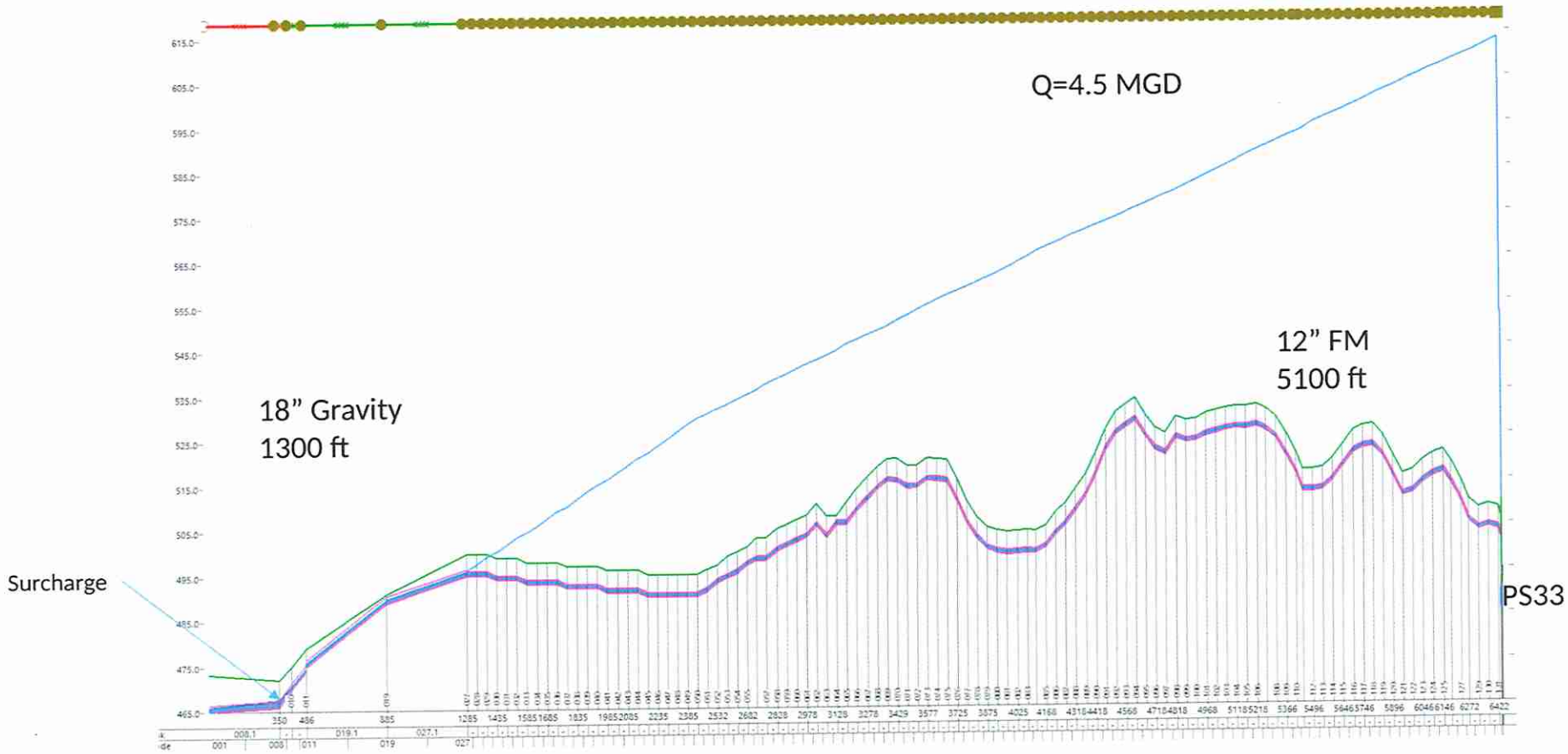
It is noted that to allow for this additional future flow – PS04 would need to be upgraded to accept that additional flow – upgrades noted below would provide up to 10.3 mgd of capacity

1. PS04: add 2 new pumps and enlarge wet well by ~ 3,800 ft3
2. PS04 force main: parallel a new ~400 ft 20" FM (stream crossing)

3.4.3 18-inch Gravity Hydraulic Profile

As indicated, the 18-inch gravity upgrade alternative is recommended. Figure 3-7 presents the hydraulic profile from PS33 through 5,100-feet of 12-inch force main and 1,300-feet of 18-inch gravity sewer when flowing at max-capacity, 4.5 mgd. The profile also shows minor surcharging in the downstream end of the 18-inch gravity sewer at 4.5 mgd, where the pipe approaches the PS04 wet well.

Figure 3-7: Hydraulic Profile from Pump Station 33 Through the 12-Inch Force Main and 18-Inch Gravity Sewer at 4.5 mgd



4. Pump Station 33 Evaluation

4.1 Existing Pumping Equipment

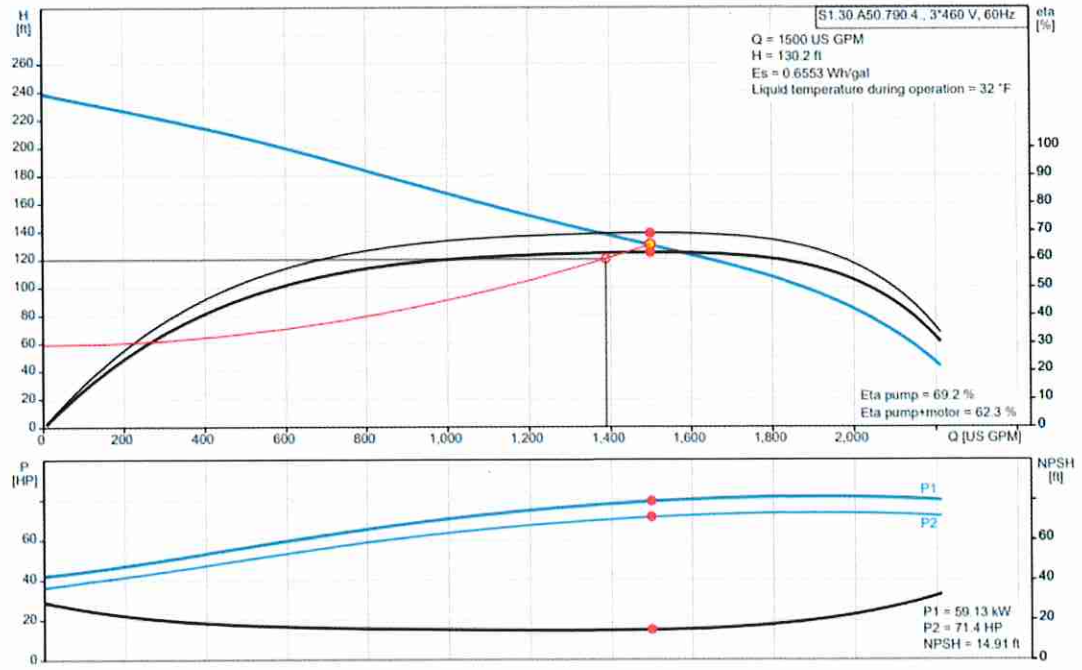
PS33 operates two submersible pumps rated at 1,500 gpm and 130 feet total dynamic head (TDH).. Figure 4-1 presents the manufacturer's submittal data and pump curve.

Figure 4-1: Pump Station 33 Existing Pump Curve

Conditions of Service	
Flow:	1500 US GPM
Head:	130.2 ft
Efficiency:	62.3 %
Liquid:	Any Newtonian liquid
Temperature:	32 °F
NPSH required:	14.91 ft
Specific Gravity:	1.000

Pump Data	
Liquid temperature range:	32 .. 104 °F
Maximum ambient temperature:	104 °F
Approvals:	FM
Product number:	On request

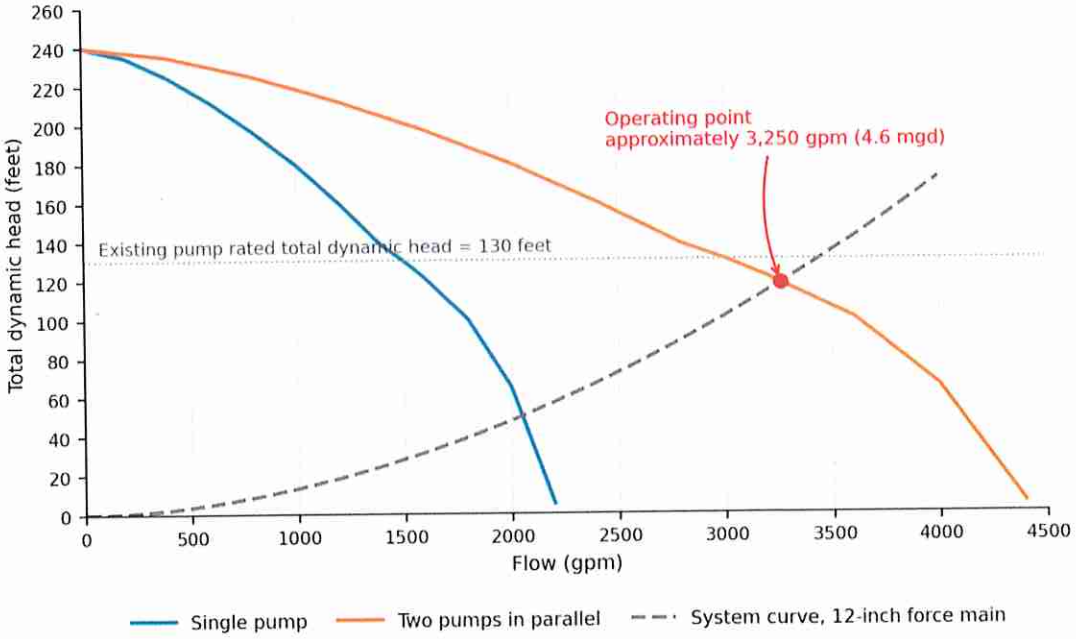
Motor Data	
Rated voltage:	460 V
Mains frequency:	60 Hz
Number of poles:	4
Enclosure class:	IP68
Insulation class:	H
Motor protection:	KLIXON
Eta 1/1:	90 %



4.2 Ultimate Condition and Pump Configuration

Delivering 4.5 mgd into the 18-inch gravity sewer requires a third pump at PS33. Figure 4-2 presents the single-pump curve, the two-pump parallel curve, and the system curve for the 5,100-foot 12-inch force main. Two pumps operating in parallel intersect the system curve at approximately 3,250 gpm, or 4.6 mgd, at a head consistent with the 130-foot rated point of the existing units. Because that operating point requires two pumps running simultaneously, a third pump is required to establish firm capacity with the largest unit out of service. Both existing pumps can be retained.

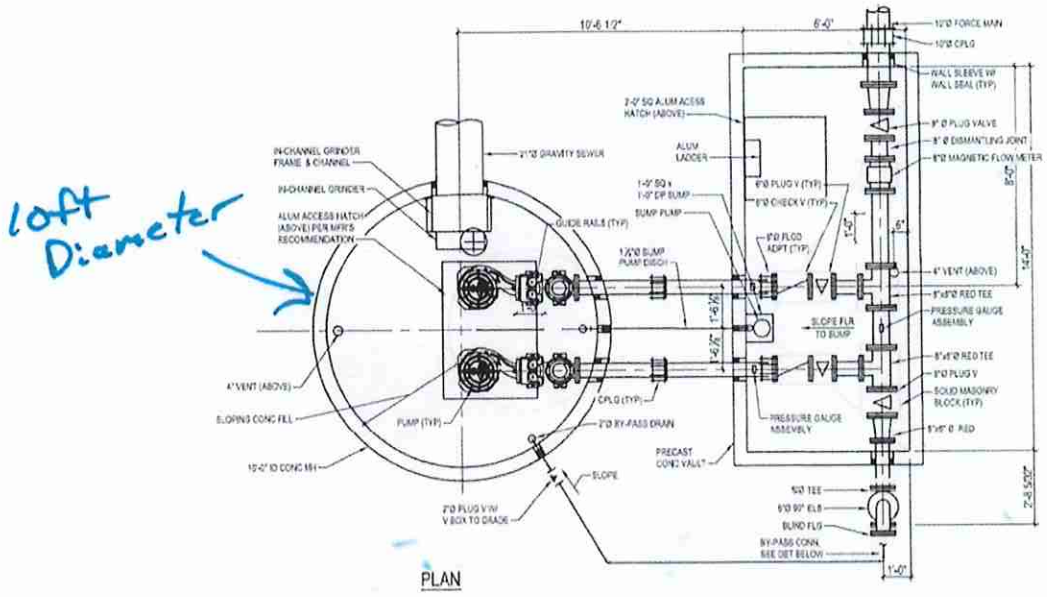
Figure 4-2: Pump Station 33 Pump and System Curves for the 12-Inch Force Main



4.3 Wet Well and Station Discharge Piping

The PS33 wet well is a 10-foot inside diameter concrete structure. Figure 4-3 presents the record drawing plan. Fitting a third pump and its guide rails, discharge elbow, and valving within the existing structure is tight, and the record geometry does not confirm that a third unit will fit. Confirming the fit, or sizing a wet well modification, is the first design task at PS33.

Figure 4-3: Pump Station 33 Wet Well and Valve Vault Plan (Record Drawing)



The 6-inch station discharge piping also requires replacement. At 4.6 mgd the velocity in the 6-inch piping reaches approximately 34 feet per second, far above the range appropriate for station discharge piping, and the associated head loss and surge pressures would not be acceptable. The station discharge piping should be resized to match the 12-inch force main and to hold velocity within the City's criteria at the ultimate flow.

5. Pump Station 04 Evaluation

PS04 receives flow from PS05, PS08, and PS33 and pumps to the WWTP. Increasing PS33 firm capacity to 4.5 mgd raises the flow tributary to PS04 beyond its firm capacity and drives improvements to the pumps, the wet well, and the force main.

5.1 Flow Tributary to Pump Station 04

Table 5-1 compares current and future flow tributary to PS04. Current flow totals 4.48 mgd. With Mountain Crest incorporated, PS08 built out, and PS33 at its 4.5 mgd ultimate firm capacity, tributary flow reaches 8.7 mgd, which is 4.2 mgd above the 4.5 mgd firm capacity of the existing station.

Table 5-1: Flow Tributary to Pump Station 04

Tributary Source	Current Flow (mgd)	Future Flow (mgd)
Pump Station 05	2.70	2.70
Pump Station 08	0.98	1.50
Pump Station 33	0.80	4.50
Total tributary flow	4.48	8.70
PS04 existing firm capacity	4.50	4.50

5.2 Existing Pumping Equipment and Required Capacity

PS04 operates Chicago Pump Company units rated at 3,000 gpm, 46 feet TDH, and 50 horsepower. Figure 5-1 shows the nameplate recorded in the field. Adding two pumps of the same 50-horsepower class raises station firm capacity to 10.3 mgd, which exceeds the 8.7 mgd future tributary flow. The basis for the 10.3 mgd firm capacity, including the number of units assumed running and the system curve applied, should be documented during design.

Figure 5-1: Pump Station 04 Existing Pump Nameplate



5.3 Wet Well Volume

The existing PS04 wet well measures 24 feet long by 9 feet wide with 9 feet 3 inches of effective depth, giving 1,998 cubic feet of effective volume. Drawdown testing recorded 3,218 gpm on Pump 1 and 3,255 gpm on Pump 2. Figure 5-2 reproduces the field record.

Figure 5-2: Pump Station 04 Wet Well Drawdown and Dimension Field Record

Pump Station 4
Wet Well Drawdown Pump 1 - 3218.43 gpm
Pump 2 - 3254.84 gpm

Wet Well Dimensions 24'L x 9'W x 14'9" H
Wet Well Capacity 24' L x 9'W x 9'3" H

Table 5-2 evaluates wet well volume against a 6-minute detention criterion at the 10.3 mgd design flow. The existing volume is 3,777 cubic feet short of the requirement, and the wet well requires enlargement by approximately 3,800 cubic feet.

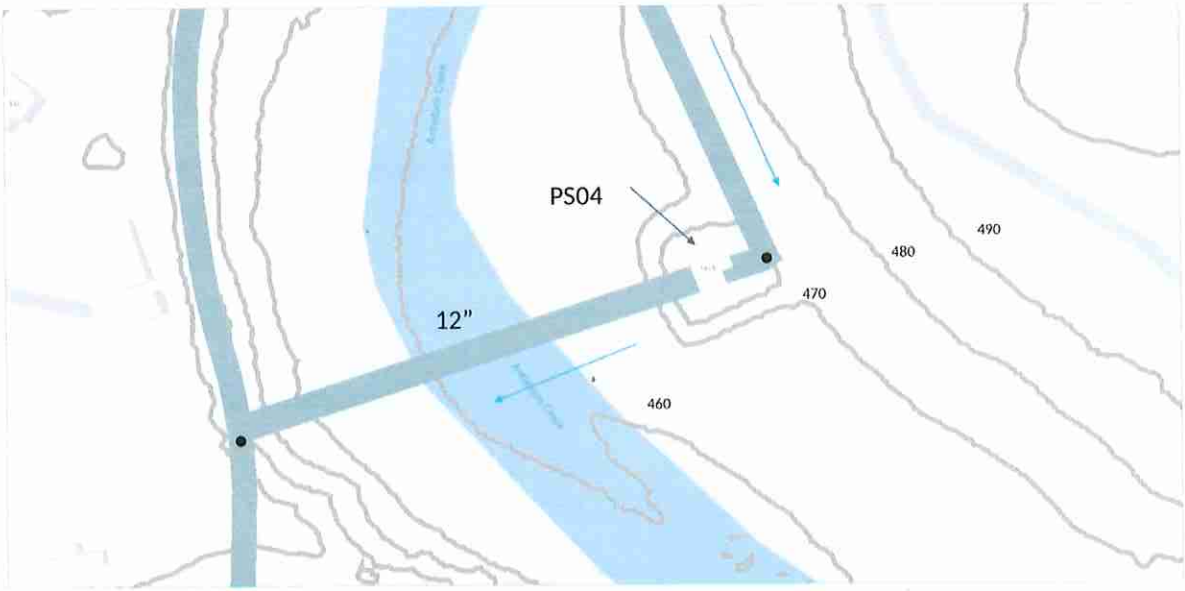
Table 5-2: Pump Station 04 Wet Well Volume Evaluation

Parameter	Value
Design flow	10.3 mgd (7,200 gpm)
Existing effective volume	1,998 cubic feet
Detention time criterion	6 minutes at design flow
Required volume	5,775 cubic feet
Additional volume required	3,777 cubic feet (3,800 cubic feet)

5.4 Force Main Capacity

The PS04 force main to the WWTP is believed to be 12-inch. Figure 5-3 shows the alignment. At 10.3 mgd the velocity in a 12-inch force main is 20.2 feet per second, which is not acceptable for sustained operation and would produce head loss and surge pressures beyond the range the existing main can accommodate. Approximately 400 feet of parallel 20-inch force main relieves the constrained segment and brings velocity into an acceptable range.

Figure 5-3: Pump Station 04 Existing Force Main Alignment to the Wastewater Treatment Plant



5.5 Environmental Considerations

Preliminary screening identified potential environmental constraints in the vicinity of PS04, including possible impacts to biodiversity and forest interior dwelling species (FIDS) habitat. Environmental field investigations and agency coordination are recommended prior to final design of the PS04 wet well expansion.

6. Summary of Recommendations

6.1 Water Recommendations

No water system improvements have been identified as necessary. Developer shall ensure 12-inch pipelines are installed, as indicated in this TM.

6.2 Sewer Recommendations

6.2.1 Downstream System

The following downstream recommendations are included:

3. **Pump Station 04:** Install one new 50 HP pump and expand wet well by approximately 1,500 ft³ (total volume of ~3,500 ft³ required).
4. **Install New Force Main/Gravity Sewer to PS 04:** Install 10" (5050 ft) force main and 12" (1350 ft) gravity sewer to PS04.
    - **Downstream Improvement Option:** An evaluation of Options A and B was conducted and based upon cost, easement feasibility, construction impact, and future capacity benefit Option A is recommended.

It is noted herein that based upon this analysis; Pump Station 33 has sufficient capacity — no upgrades are currently recommended for this station.

However, if the City of Hagerstown took this opportunity to increase conveyance capacity in this corridor, the following downstream improvements would be recommended

1. **Pump Station 33:** Install one new pump identical to the existing pumps. It may require a new wet well and downstream piping.
2. **Install New Force Main/Gravity Sewer to PS 04:** Install 12" (5,050 ft) force main and 18" (1,350 ft) gravity sewer to PS04.
3. **Pump Station 04:** Install two new pumps identical to the existing pumps. Increased wet well volume and corresponding electrical upgrades would also be required. A short segment of force main may also be required.

6.2.2 Upstream System

The following upstream recommendations are included:

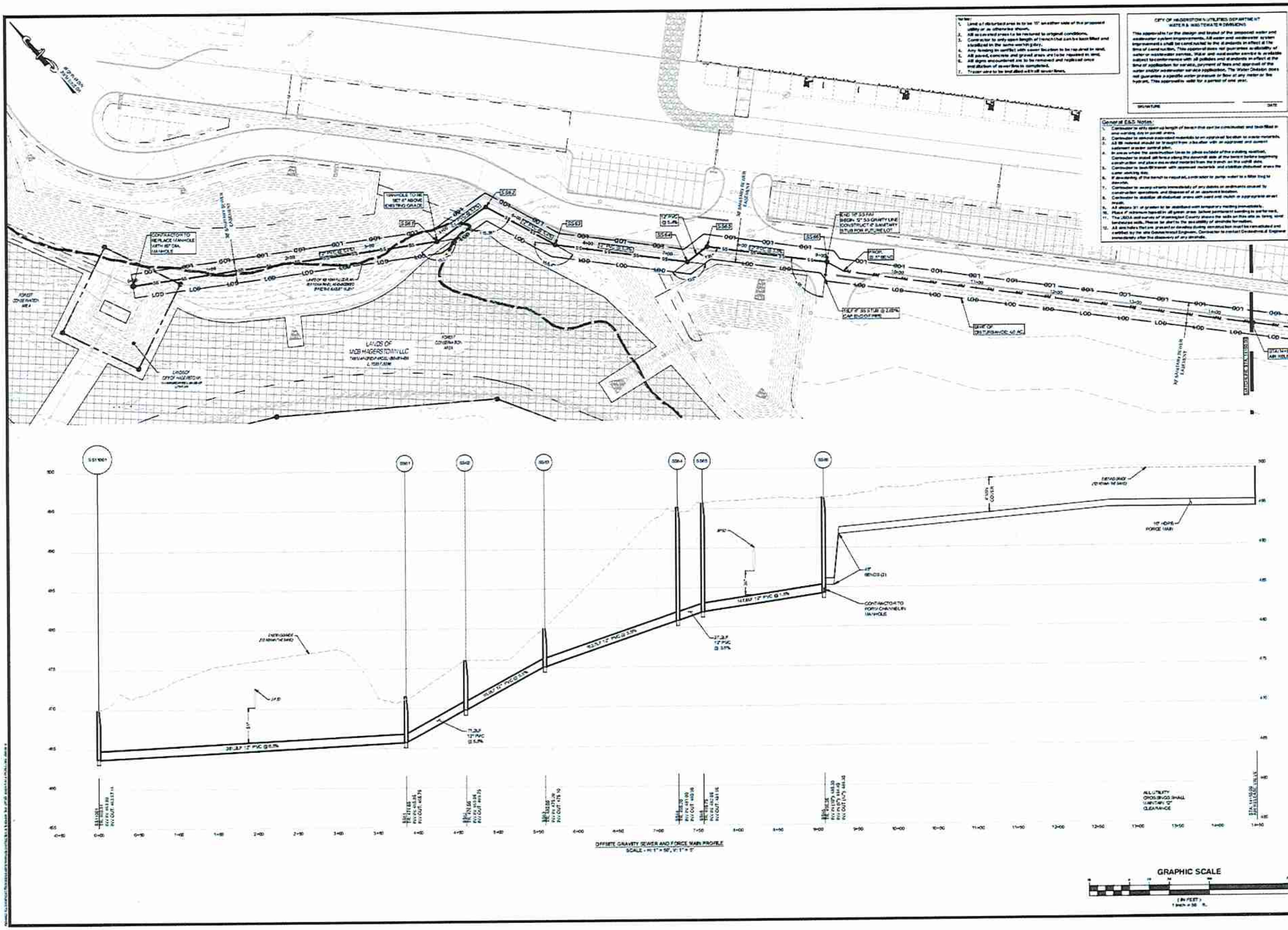
1. Relocate existing sewer gravity mains through the Mountain Crest development site.
2. Replace approximately 2,130 ft of existing 10" gravity sewer with 12" pipe.
    - Consider 15" upgrade for future development capacity (cost-sharing basis)

6.2.3 Preliminary Cost Estimate

Preliminary Cost Estimate

Items	Unit Cost ($/ft)	Length (ft)	Cost ($)
10" Force Main from PS33 to PS04	$250	5,050	$1,262,500
12" Gravity Sewer from	$400	1,350	$540,000
PS04 Pump Station			$750,000
Upstream 12" Gravity Sewer Pipe Replacement for existing 10"	$250	2,130	$532,500
Subtotal			**$3,085,000**
Contingency (25%)			**$771,250**
Total Cost			**$3,857,000**

Exhibit C-2
(Alignment Drawing)



MOUNTAIN CREST RESIDENTIAL DEVELOPMENT

CITY OF HAGERSTOWN
WASHINGTON COUNTY, MARYLAND

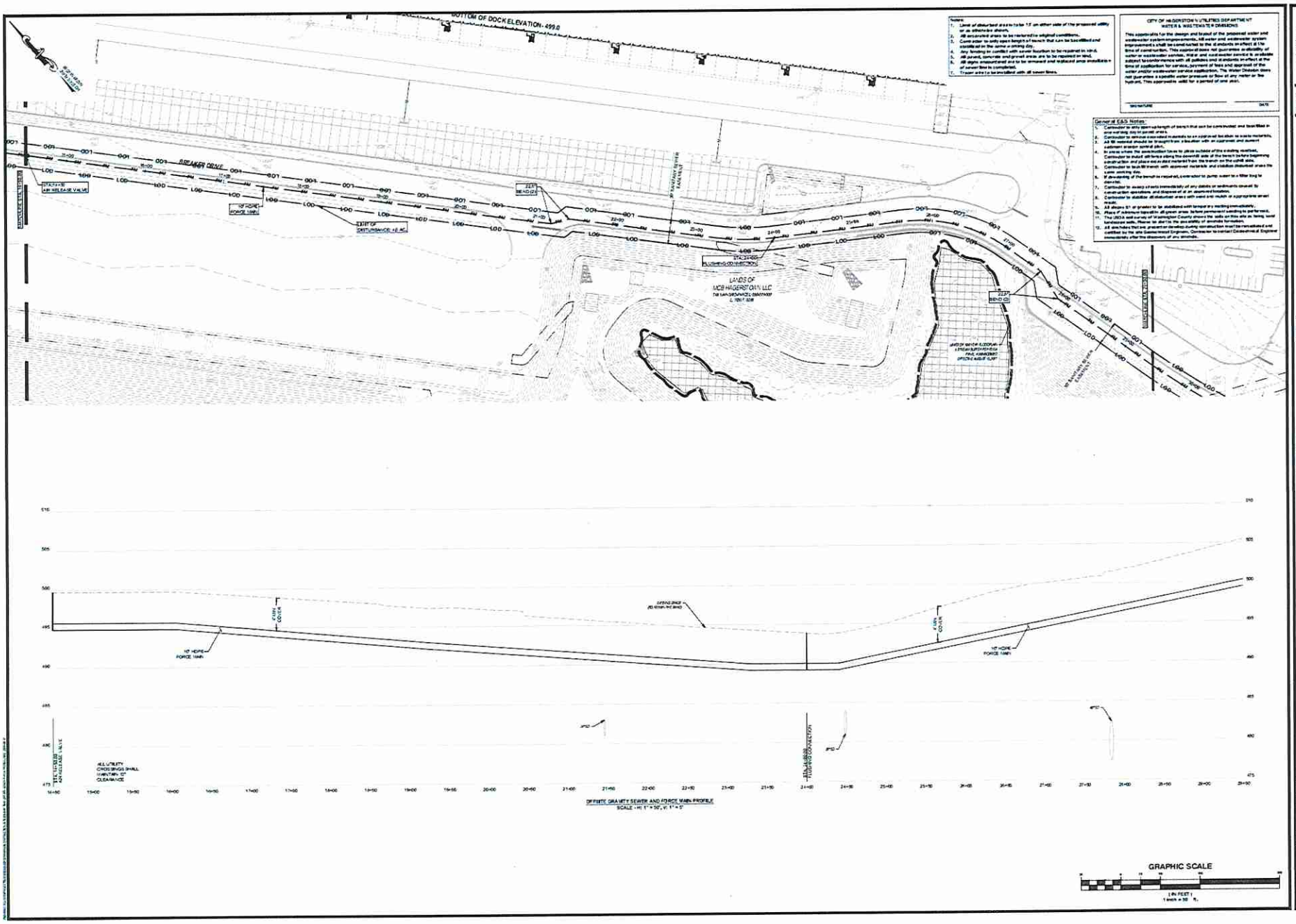
NOT APPROVED FOR CONSTRUCTION

FSA — FREDERICK, SEIBERT & ASSOCIATES, INC.

OFFSITE SEWER PLAN & PROFILE

C-219

SHEET 79 OF 136



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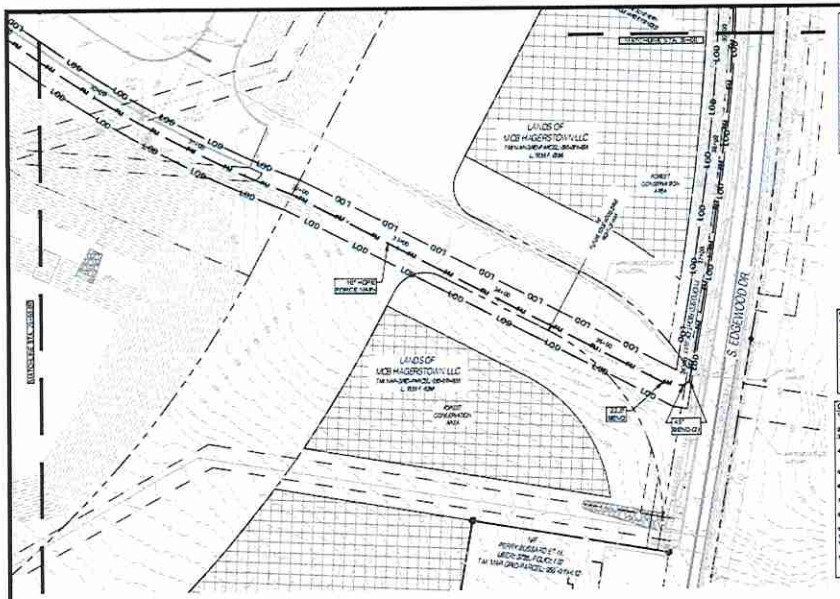
MOUNTAIN CREST RESIDENTIAL DEVELOPMENT

NOT APPROVED FOR CONSTRUCTION

OFFSITE SEWER PLAN & PROFILE

C-220

SHEET 79 OF 136



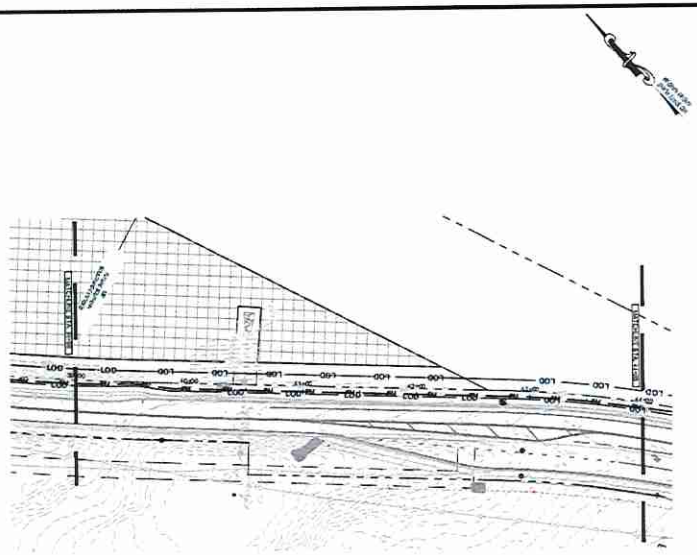
CITY OF HAGERSTOWN WATER UTILITIES DEPARTMENT
WATER & WASTEWATER DIVISIONS

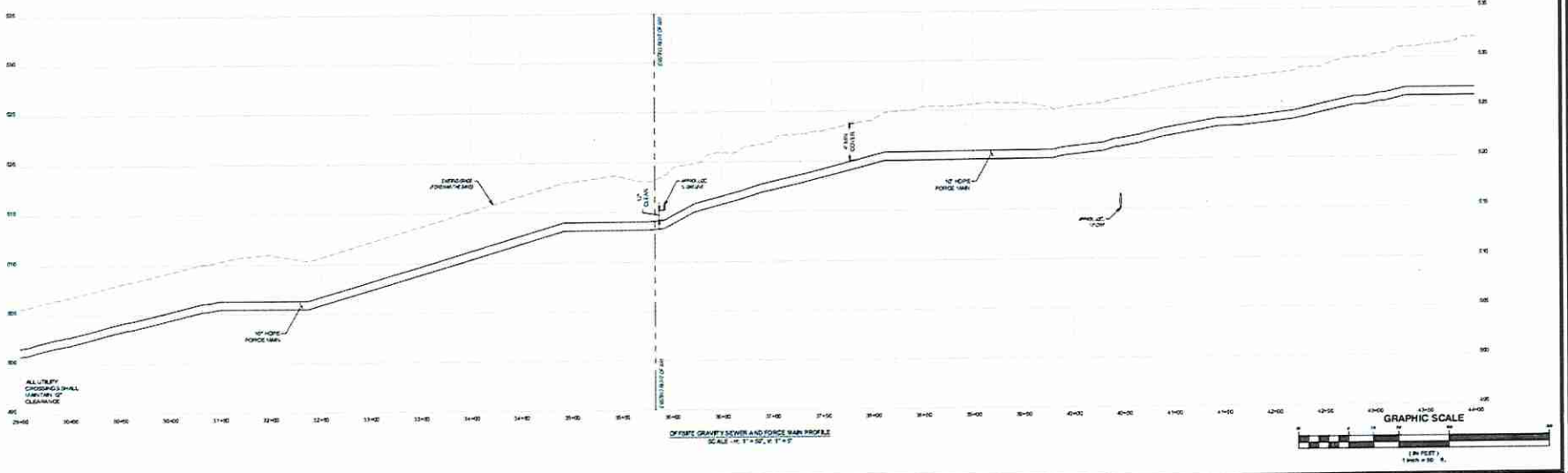
This approval is for the design and layout of the proposed water and wastewater system improvements. All water and wastewater system improvements shall be constructed to the standards in effect at the time of construction. This approval does not guarantee availability of water or wastewater service. Water and wastewater service is available subject to conformance with all policies and standards in effect at the time of application for service, payment of fees and approval of the water and/or wastewater service application. The Water Division does not guarantee a specific water pressure or flow at any meter or fire hydrant. This approval is valid for a period of one year.

SIGNATURE DATE

Notes:
1. Limit of disturbed area is to be 15' on either side of the proposed utility or as otherwise shown.
2. All areas not paved or otherwise built upon shall be restored to original conditions.
3. Contractor to only open length of trench that can be backfilled and stabilized on the same working day.
4. Any fencing in conflict with sewer location to be repaired or rebuilt.
5. All gas, electric and grand pipes are to be inspected in kind.
6. All signs encountered are to be removed and replaced once installation of sewer line is completed.
7. Tracer wire to be installed with all sewer lines.

General E&S Notes:
1. Contractor to only open up length of trench that can be constructed and backfilled in one working day to prevent silting.
2. Contractor to remove excess dirt materials to an approved location to waste materials.
3. All fill material should be brought from a location with an approved and current sediment and control plan.
4. In areas where the construction access to place outside of the existing roadbed, Contractor to install silt fence along the downhill side of the trench before beginning excavation and other associated material from the trench on the uphill side.
5. Contractor to backfill trench with approved materials and stabilize disturbed areas the same working day.
6. If dewatering of the trench is required, contractor to pump water to a filter bag to dewater.
7. Contractor to sweep streets immediately of any debris or sediments caused by construction operations and clean-up of all on approved location.
8. Contractor to stabilize all disturbed areas with seed and mulch or appropriate sheet repair.
9. All slopes 3:1 or greater to be stabilized with temporary matting immediately.
10. Phase 2 minimum topsoil on all grass areas before permanent seeding is performed.
11. The USDA soil survey of Washington County shows the soils on this site as being rural landscape units. Please be alert to the possibility of sink-hole form areas.
12. All permittees that are present or sinkholes during construction must be immediately stabilized by the site Geotechnical Engineer. Contractor to contact Geotechnical Engineer immediately after the discovery of any sink-hole.





OFFSITE GRAVITY SEWER AND FORCE MAIN PROFILE
SCALE: HOR. 1" = 50', VERT. 1" = 5'

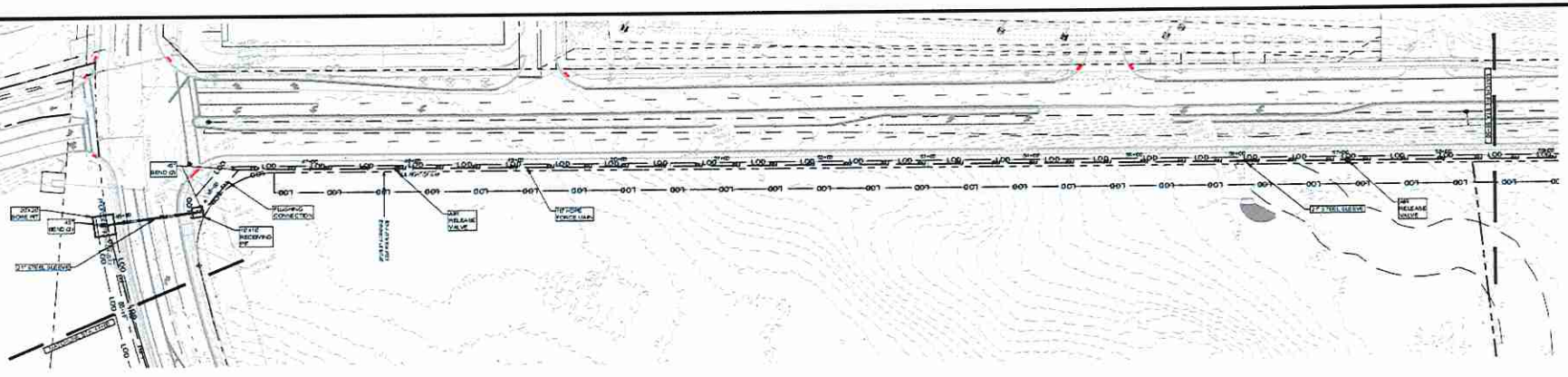
FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.

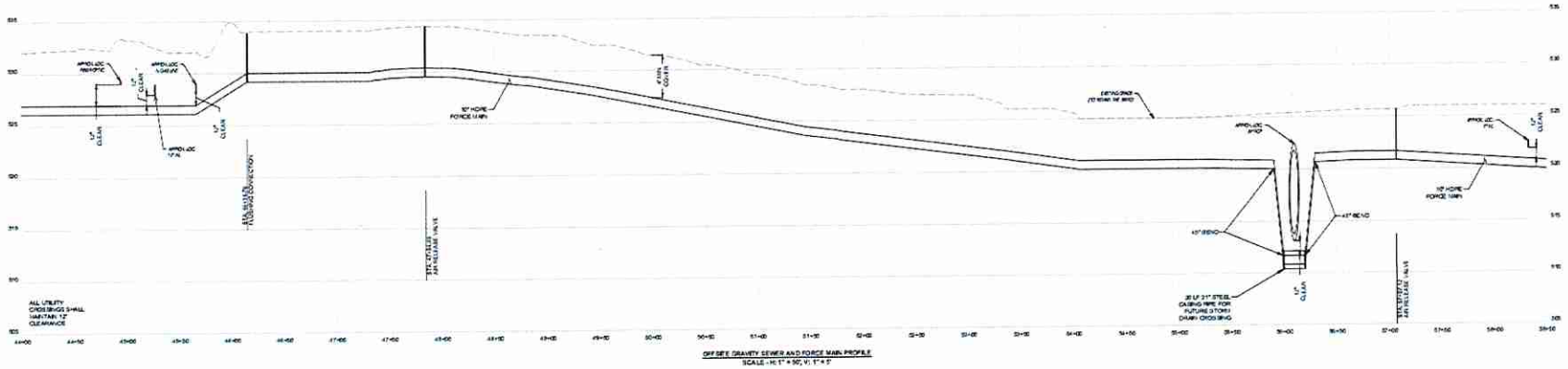
MOUNTAIN CREST RESIDENTIAL DEVELOPMENT
CITY OF HAGERSTOWN
WASHINGTON COUNTY, MARYLAND

NOT APPROVED FOR CONSTRUCTION

OFFSITE SEWER
PLAN & PROFILE

C-221
SHEET 80 OF 136







General E&S Notes:

1. Contractor to only open up length of trench that can be constructed and backfilled in one working day/end of work.
2. Contractor to remove all excavated materials to an approved location to waste materials.
3. All fill material should be brought from a location with an approved and current sediment control/E&S plan.
4. In areas where the owner/utilities will continue to place outside of the existing modified, Contractor to install silt fence along the downhill side of the trench before beginning construction and place excavated material from the trench on the uphill side.
5. Contractor to backfill trench with approved materials and stabilize disturbed areas the same working day.
6. If dewatering of the trench is required, contractor to pump water to a filter bag to dewater.
7. Contractor to sweep streets immediately of any debris or sediments caused by construction operations, and dispose of it at approved location.
8. Contractor to stabilize all disturbed areas with seed and mulch or appropriate street repair.
9. All slopes 3:1 or greater to be stabilized with temporary matting immediately.
10. Areas of maximum disturbed on all grown areas before permanent seeding is performed.
11. The USCS soil survey of Washington County shows the soils on this site as being some hydric/poor soils. Please be alert to the possibility of shallow boreholes.
12. All shoulders that are traversed or overlaid during construction must be reinstalled and certified by the site Geotechnical Engineer. Contractor to contact Geotechnical Engineer immediately after the disassembly of any shoulders.

Notes:

1. Limit of disturbed areas to be 15' on either side of the proposed utility or as otherwise shown.
2. All associated areas to be restored to original conditions.
3. Contractor to only open length of trench that can be backfilled and stabilized in the same working day.
4. Any fencing in conflict with re-verification to be repaired in kind.
5. All paved, concrete and gravel areas are to be repaired in kind.
6. All signs encountered are to be removed and replaced once installation of sewer line is completed.
7. Tracer wire to be installed with all sewer lines.

CITY OF HAGERSTOWN UTILITIES DEPARTMENT
WATER & WASTEWATER DIVISIONS

This approval is for the design and layout of the proposed water and wastewater system improvements. All water and wastewater system improvements shall be constructed to the standards in effect at the time of construction. This approval does not guarantee availability of water or wastewater service. Water and wastewater service is available subject to conformance with all policies and standards in effect at the time of application for service, payment of fees and approval of the water and/or wastewater service application. The Water Division does not guarantee a specific water pressure or flow at any meter or fire hydrant. This approval is valid for a period of one year.

SIGNATURE _____ DATE _____

GRAPHIC SCALE
0 25 50 100
(IN FEET)
1 inch = 50 ft.

FSA
FREDERICK SEIBERT & ASSOCIATES, INC.

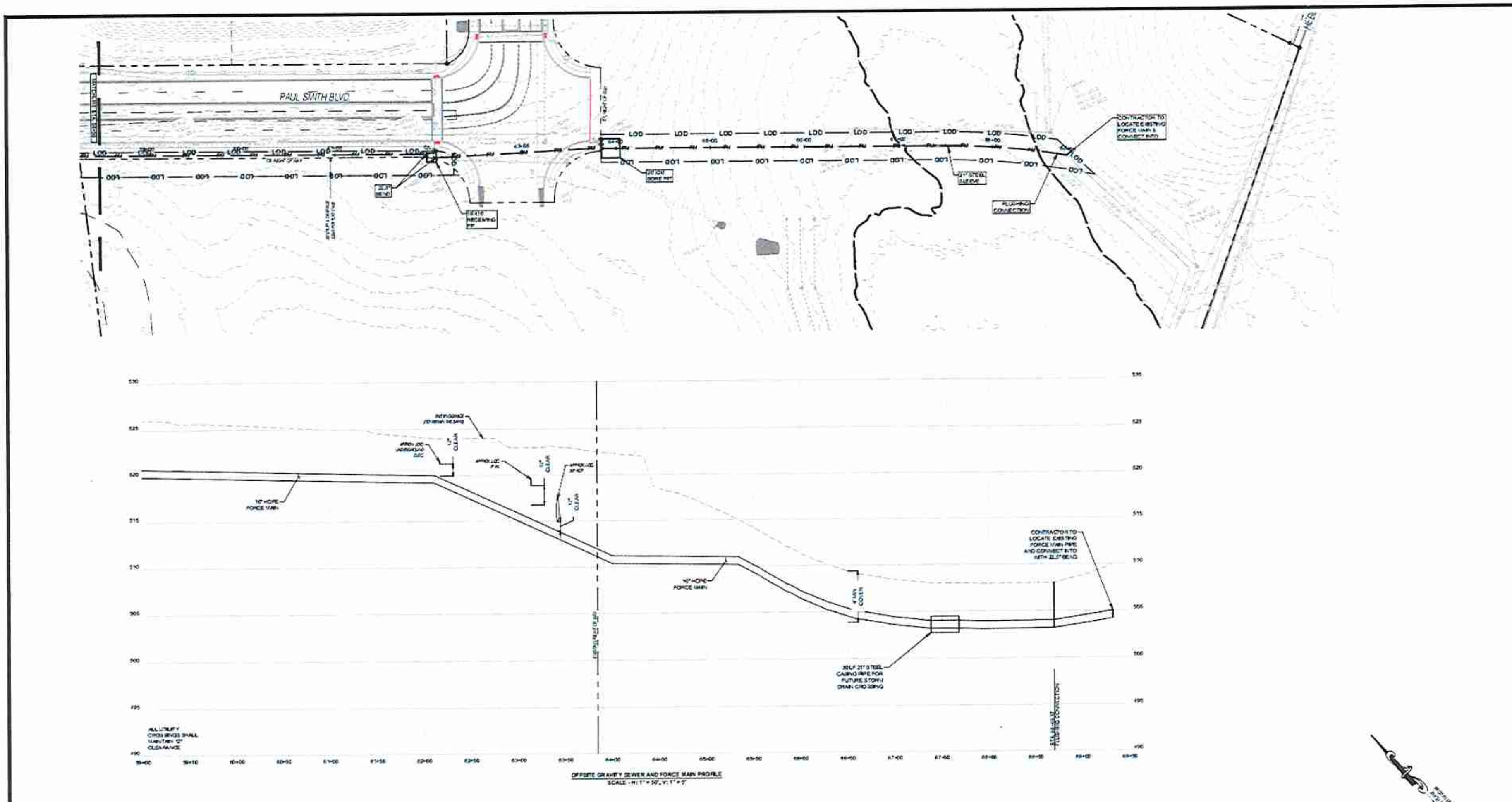
NOT APPROVED FOR PUBLIC

MOUNTAIN CREST RESIDENTIAL DEVELOPMENT
WASHINGTON COUNTY, MARYLAND
OWNER/DEVELOPER: CLINTY ROAD, LLC
4 RESIDENCE CIRCLE ELKTON, MARYLAND 21921
PHONE: 410 620 2800

PROJECT NO. 2025001
DRAWN BY: MTS
ADRAWN BY: CLW, JEZK
PROJECT MANAGER: T. FREDERICK
EMAIL: TFREDERICK@FSAINC.COM
TRAFFIC ENGINEER:
CITY / COUNTY:
SCALE: 1" = 50'
SHEET TITLE

OFFSITE SEWER PLAN & PROFILE

C-222
SHEET 81 OF 135



General E&S Notes:

1. Contractor to only open up length of trench that can be constructed and backfilled in one working day in paved areas.
2. [illegible]
3. All fill material should be brought from a location with an approved and current sediment erosion control plan.
4. [illegible]
5. Contractor to backfill trench with approved materials and stabilize disturbed areas the same working day.
6. [illegible]
7. [illegible]
8. [illegible]
9. [illegible]
10. [illegible]
11. [illegible]
12. [illegible]

Notes:

1. Limit of disturbed area is to be 10' on either side of the proposed utility or as otherwise shown.
2. All disturbed areas to be restored to original conditions.
3. Contractor to only open length of trench that can be backfilled and stabilized on the same working day.
4. Any fencing in conflict with sewer location to be replaced in kind.
5. All paved, concrete and gravel areas are to be repaired in kind.
6. All signs encountered are to be removed and replaced once installation of sewer line is completed.
7. Tracer wire to be installed with all sewer lines.

CITY OF HAGERSTOWN UTILITIES DEPARTMENT
WATER & WASTEWATER DIVISIONS

This approval is for the design and layout of the proposed water and wastewater system improvements. All water and wastewater system improvements shall be constructed to the standards in effect at the time of construction. This approval does not guarantee availability of water or wastewater service. Water and wastewater service is available subject to conformance with all policies and standards in effect at the time of application for service, payment of fees and approval of the water and/or wastewater service application. The Water Division does not guarantee a specific water pressure or flow at any meter or fire hydrant. This approval is valid for a period of one year.

SIGNATURE　　DATE

GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.

NOT APPROVED FOR CONSTRUCTION

MOUNTAIN CREST RESIDENTIAL DEVELOPMENT

WASHINGTON COUNTY, MARYLAND

PROJECT NO. 2025091
DATE 01.15.2026
SCALE 1" = 50'

OFFSITE SEWER PLAN & PROFILE

C-223

SHEET 81A OF 136

Exhibit D
(Engineer's Estimate)

Engineer's Opinions of

Probable Costs

FREDERICK, SEIBERT & ASSOCIATES, INC.

for
Mountain Crest
Offsite Sewer Extension - Force Main

By: TMF
Date: 9/2/2026
Job No: 2025-0091

Item	Unit	Unit Cost	Quantity	Extend Cost
Miscellaneous				
Mobilization & General Conditions	LS	$37,500.00	1	$37,500.00
Construction Stakeout	LS	$4,500.00	1	$4,500.00
Erosion & Sediment Control	LS	$5,000.00	1	$5,000.00
			Subtotal	**$47,000.00**
Sanitary				
12" SDR-11 HDPE	LF	$180.00	5970	$1,074,600.00
16" Steel casing	LF	$225.00	130	$29,250.00
22.5 deg. Bends	EA	$750.00	11	$8,250.00
45 deg. Bends	EA	$900.00	12	$10,800.00
Air release valve	EA	$4,500.00	3	$13,500.00
Jack & Bore	LS	$25,000.00	1	$25,000.00
			Subtotal	**$1,161,400.00**
Paving				
HMA Superpave 9.5 mm & 19.5 mm, 64H-22	SY	$40.00	320	$12,800.00
6" Graded Aggregate Base	SY	$15.00	320	$4,800.00
Combo curb & gutter	LF	$30.00	140	$4,200.00
			Subtotal	**$21,800.00**
Seeding & Mulch				
Fine grade, prep seed & mulch	SY	$0.95	18000	$17,100.00
			Subtotal	**$17,100.00**

Total	$1,247,300.00
15% Contingency	*$187,095.00*
Total Estimate	**$1,434,395.00**

*This is an engineer's cost estimate and all quantities and costs are approximate

Professional Certification

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed am a duly licensed professional engineer under the laws of the State of Maryland, License No. 49808, Expiration Date: 08-24-2028



09/02/2026

Engineer's Opinions of

Probable Costs

FREDERICK, SEIBERT & ASSOCIATES, INC.

for
Mountain Crest
Offsite Sewer Extension Gravity Line

By: TMF
Date: 9/2/2026
Job No: 2025-0091

Item	Unit	Unit Cost	Quantity	Extend Cost
Miscellaneous				
Mobilization & General Conditions	LS	$37,500.00	1	$37,500.00
Construction Stakeout	LS	$4,500.00	1	$4,500.00
Erosion & Sediment Control	LS	$5,000.00	1	$5,000.00
			Subtotal	**$47,000.00**
Sanitary				
60" Sewer Manhole risers	VF	$525.00	2	$1,207.50
60" Sewer Manhole Bases	EA	$2,500.00	1	$2,500.00
48" Sewer Manhole risers	VF	$450.00	33	$14,850.00
48" Sewer Manhole bases	EA	$1,950.00	6	$11,700.00
18" SDR-26 PVC	LF	$225.00	888	$199,800.00
6" SDR-26 PVC	LF	$185.00	15	$2,775.00
			Subtotal	**$232,832.50**
Paving				
HMA Superpave 9.5 mm & 19.5 mm, 64H-22	SY	$40.00	100	$4,000.00
6" Graded Aggregate Base	SY	$15.00	100	$1,500.00
Combo curb & gutter	LF	$30.00	20	$600.00
			Subtotal	**$6,100.00**
Seeding & Mulch				
Fine grade, prep seed & mulch	SY	$0.95	2020	$1,919.00
			Subtotal	**$1,919.00**

Total	$287,851.50
15% Contingency	*$43,177.73*
Total Estimate	**$331,029.23**

*This is an engineer's cost estimate and all quantities and costs are approximate

Professional Certification

I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed am a duly licensed professional engineer under the laws of the State of Maryland, License No. 49808, Expiration Date: 08-24-2028



09/02/2026

Exhibit E
(FY 2027 Rate Schedule)

CITY OF HAGERSTOWN
FY27 WATER AND SEWER RATES
EFFECTIVE OCT 1, 2026

INSIDE QUARTERLY: Volume Fee per 1000 Gallons			
Usage Tiers	Water	Inside Sewer	Inside Joint Sewer
Tier 1 Usage: 0-9,000	$1.76	5.71	$7.38
Tier 2 Usage: 9,001-18,000	$2.19	7.14	$9.23
Tier 3 Usage: 18,001-36,000	$2.63	8.57	$11.07
Tier 4 Usage: over 36,000	$3.07	9.99	$12.92

INSIDE: Fixed Fee-Per Meter Size			
Meter Size	Inside Water	Inside Sewer	Inside Joint Sewer
5/8	$11.00	$33.73	$43.61
3/4	$11.00	$33.73	$43.61
1	$27.50	$84.32	$109.02
1.5	$54.99	$168.64	$218.03
2	$87.99	$269.82	$348.85
3	$175.98	$539.65	$697.70
4	$274.96	$843.20	$1,090.16
6	$549.93	$1,686.39	$2,180.33
8	$879.88	$2,698.23	$3,488.52
10	$1,517.79	$4,654.44	$6,017.70

OUTSIDE QUARTERLY: Volume Fee per 1000 Gallons			
Usage Tiers	Outside Water	Outside Sewer	Outside Joint Sewer
Tier 1 Usage: 0-9,000	$4.21	$9.42	$8.28
Tier 2 Usage: 9,001-18,000	$5.27	$11.78	$10.35
Tier 3 Usage: 18,001-36,000	$6.32	$14.13	$12.42
Tier 4 Usage: over 36,000	$7.37	$16.49	$14.49

OUTSIDE: Fixed Fee-Per Meter Size			
Meter Size	Outside Water	Outside Sewer	Outside Joint Sewer
5/8	$31.90	$55.65	$48.91
3/4	$31.90	$55.65	$48.91
1	$79.74	$139.13	$122.26
1.5	$159.48	$278.25	$244.53
2	$255.17	$445.21	$391.24
3	$510.33	$890.41	$782.49
4	$797.39	$1,391.27	$1,222.63
6	$1,594.78	$2,782.55	$2,445.27
8	$2,551.65	$4,452.07	$3,912.43
10	$4,401.60	$7,679.82	$6,748.94

INSIDE MONTHLY: Volume Fee per 1000 Gallons			
Usage Tiers	Water Inside	Inside Sewer	Inside Joint Sewer
Tier 1 Usage: 0-3,000	$1.76	$5.71	$7.38
Tier 2 Usage: 3,001-6,000	$2.19	$7.14	$9.23
Tier 3 Usage: 6,001-12,000	$2.63	$8.57	$11.07
Tier 4 Usage: over 12,000	$3.07	$9.99	$12.92

INSIDE: Fixed Fee-Per Meter Size			
Meter Size	Inside Water	Inside Sewer	Inside Joint Sewer
5/8	$3.67	$11.24	$14.54
3/4	$3.67	$11.24	$14.54
1	$9.17	$28.11	$36.34
1.5	$18.33	$56.21	$72.68
2	$29.33	$89.94	$116.28
3	$58.66	$179.88	$232.57
4	$91.65	$281.07	$363.39
6	$183.31	$562.13	$726.78
8	$293.29	$899.41	$1,162.84
10	$505.93	$1,551.48	$2,005.90

OUTSIDE MONTHLY: Volume Fee per 1000 Gallons			
Usage Tiers	Water Outside	Sewer Outside	Outside Joint Sewer
Tier 1 Usage: 0-3,000	$4.21	$9.42	$8.28
Tier 2 Usage: 3,001-6,000	$5.27	$11.78	$10.35
Tier 3 Usage: 6,001-12,000	$6.32	$14.13	$12.42
Tier 4 Usage: over 12,000	$7.37	$16.49	$14.49

OUTSIDE: Fixed Fee-Per Meter Size			
Meter Size	Outside Water	Outside Sewer	Outside Joint Sewer
5/8	$10.63	$18.55	$16.30
3/4	$10.63	$18.55	$16.30
1	$26.58	$46.38	$40.75
1.5	$53.16	$92.75	$81.51
2	$85.06	$148.40	$130.41
3	$170.11	$296.80	$260.83
4	$265.80	$463.76	$407.54
6	$531.59	$927.52	$815.09
8	$850.55	$1,484.02	$1,304.14
10	$1,467.20	$2,559.94	$2,249.65

CITY OF HAGERSTOWN
FY27 WATER AND SEWER FEES
(page 2)

WHOLESALE - WATER (MONTHLY)

Volume Fee per 1000 Gallons		Meter Size	Fixed Fee Meter Size
0-33,333 gallons	$5.23	4	$ 213.79
> 33,333 gallons	$4.70	6	$ 427.58
		8	$ 684.12

CITY OF HAGERSTOWN
FY27 WATER AND SEWER
MISCELLANEOUS FEES

Service Connection Fees:

Water		Wastewater	
Application Fee	$ 50.00	Application Fee	$ 50.00
Service Pipe Size		Lateral connection	$ 1,300.00
1" Single (3/4" meter)	$ 1,145.00	Wye for side by side (duplex)	$ 390.00
1" RS Special (two 3/4" meters)	$ 1,750.00		
2" Service (1.5" meter)	$ 2,315.00		
Benefit Fee Inside, per gallon	$ 16.16	Benefit Fee, Inside City, per gallon	$ 27.87
Residential EDU ~ 200GPD	$ 3,232.00	Minimum - 200 gals.	$ 5,574.00
Benefit Fee Outside, per gallon	$ 32.32	Benefit Fee, Outside City, per gallon	$ 31.67
Residential EDU ~ 200GPD	$ 6,464.00	Minimum - 200 gals.	$ 6,334.00

Other Fees:

Water Reconnection Fee, 8:00AM to 4:00PM	$ 50.00	**Low Pressure System Per Qtr:**	
Water Reconnection Fee, after 4:00PM	$ 100.00	One grinder pump serving 1 unit (Brightwood E./Fair)	$ 97.80
Water Testing/Final-Read Fee	$ 50.00	One grinder pump serving 2 units (Woodlands) - Per Unit	$ 53.73
Water Meter Pull Per Customer's Request	$ 50.00	**Industrial Surcharge/1,000 gals in excess:**	
Water Meter Install Per Customer's Request	$ 50.00	Chemical Oxygen Demand	$ 0.33
Repeat Service Call Per Customer's Request	$ 100.00	Suspended Solids	$ 0.82
Water and Wastewater Review & Inspection Fees		Grease & Oil	$ 0.47
Water & Sewer Review Fee: Cost per Linear Foc	$ 0.50	Biochemical Oxygen Demand	$ 0.82
Water & Sewer Inspection Fee: Cost per Linear	$ 3.00	Permit Application Fee - SIU	$ 250-$2000
Water Pump Station Review Fee(cost/1000Gal)	$ 14.00	Permit Application Fee - NSIU	$ 175.00
Sewer Pump Station Review Fee (cost/1000Gal)	$ 14.00	Annual Permit Maint. Fee WW Flow- GPD	
		>1000GPD	$ 275.00
Trash & Stormwater		1,000 to 9,999 GPD	$ 515.00
Recycling & Refuse - Res. Per Qtr/Unit	$ 73.00	10.000 to 25,000 GPD	$ 1,030.00
Recycling & Refuse - Comm. Per Qtr/Unit	$ 70.00	>25,000GPD	$ 2,060.00
Refuse Only - Comm. Per Qtr/Unit	$ 35.00		
Recycling Only - Comm. Per Qtr/Unit	$ 35.00	**Washington Co.Collection System/Qtr/EDU (EFF. 7/1/26)**	$ 70.64
Stormwater Fee~Annual Per Billing Unit (1,000 S	$ 38.00	**Bay Restoration/Qtr per EDU**	$ 15.00

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Memorandum of Understanding (MOU) with the Washington County Health Department – Opioid Restitution Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_on_Resolution_MOU-Local_10.27.26.pdf	MOTION: Opioid Funds Local
Resolution_for_MOU_Local_Direct_Funds.pdf	Resolution: MOU Local w/Health Dept
CITY-WCHD_MOU-LOCAL.pdf	MOU Local Direct Funds

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 27, 2026**

TOPIC: **Approval of a Resolution: Authorizing and Approving a Memorandum of Understanding with the Washington County Health Department to spend Opioid Relief Funding.**

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

MOTION: I hereby move for Mayor and City Council approval of a resolution to enter into a Memorandum of Understanding with the Washington County Health Department to spend Opioid Relief Funding (Local Direct Funds) which are received in connection with litigation against contributors of opioid addiction crisis to provide permitted and appropriate abatement services within the City limits.

The Washington County Health Department has agreed to be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include compiling data and preparing reports while overseeing the program.

DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 10/27/2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION OF THE CITY OF HAGERSTOWN, MARYLAND ("CITY") AUTHORIZING, APPROVING AND DIRECTING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE WASHINGTON COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF SPENDING OPIOID RELIEF FUNDING (LOCAL DIRECT FUNDS) WHICH ARE RECEIVED IN CONNECTION WITH LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS TO PROVIDE PERMITTED AND APPROPRIATE ABATEMENT SERVICES WITHIN THE CITY LIMITS

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;

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

WHEREAS, the City has retained various Law Firms to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City;

WHEREAS, as a result of said litigation, the City has entered into a State Subdivision Agreement, effective January 21, 2022, whereby the Subdivision Plaintiffs and the State of Maryland ("State-Subdivision Agreement") have agreed to effect the allocation of Opioid Relief Funding to the City;

WHEREAS, the Washington County Health Department provides public safety, public health and behavioral health care support within the corporate limits of the City of Hagerstown;

WHEREAS, there sometimes arises a need for opioid-related programs, including post-overdose response and peer recovery engagement in the City of Hagerstown, for which Washington County Health Department is able to effectively provide assistance in a timely manner;

WHEREAS, the Washington County Health Department has agreed to be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include compiling data and preparing reports while overseeing the program;

WHEREAS, the services provided by the Washington County Health Department are consistent with the purposes of the Opioid Relief Funding;

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review and provide approval/disapproval on program(s). This would include any changes/revisions to said program(s);

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review the program(s) provided, and both parties must mutually agree to the implementation of said program(s) and to any changes or revisions thereto before such changes are implemented;

WHEREAS, the Washington County Health Department has agreed to develop and retain sufficient documentation, to clearly support the Opioid Relief Fund eligible programs provided by the recipient on a quarterly basis;

WHEREAS, the Washington County Health Department will fund the program, and the City of Hagerstown shall submit reporting through the Opioid Relief Fund Funding portal and disburse funds to the Washington County Health Department on a quarterly reimbursement basis, consistent with the requirements of Opioid Relief Funding;

WHEREAS, the City may, in its discretion, amend the attached Memorandum of Understanding to conform with State or Local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, such modifications will be incorporated only by written amendment signed by both the City and Washington County Health Department; and

WHEREAS, this Resolution is intended to authorize the Mayor and City Council of the City of Hagerstown to enter into a Memorandum of Understanding for the expenditure of Opioid Relief Funds – Local Direct 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 aforegoing recitals be and are hereby incorporated herein by reference; and

Section 2. The City hereby authorizes and approves the entry into the attached Memorandum of Understanding with the Washington County Health Department for the purpose of spending Opioid Relief Funding (Local Direct Funds).

Section 3. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. That the Mayor be and is hereby authorized to execute and deliver any additional documentation and take any additional steps 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:

_____

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL

_____

William B. McIntire

Date of Introduction: October 27, 2026
Date of Passage: October 27, 2026
Effective Date: October 27, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

MEMORANDUM OF UNDERSTANDING – LOCAL DIRECT FUNDS

This Memorandum of Understanding ("MOU") is made by and between the WASHINGTON COUNTY HEALTH DEPARTMENT and The CITY OF HAGERSTOWN, MARYLAND on this _____ day of _____, 2026.

RECITALS

WHEREAS, the Washington County Health Department provides public safety, public health and behavioral health care support within the corporate limits of the City of Hagerstown, located in Washington County, Maryland; and

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation, will receive Opioid Relief Funding (Local Direct Funds) and desires to allocate this funding to the Washington County Health Department to provide services throughout the City's corporate limits, in Hagerstown, Washington County, Maryland; and

WHEREAS, there sometimes arises a need for opioid-related programs, including post-overdose response and peer recovery engagement in the City of Hagerstown, for which Washington County Health Department is able to effectively provide assistance in a timely manner.

WHEREAS, the Washington County Health Department will be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include compiling data and preparing reports while overseeing the program.

WHEREAS, the services provided by the Washington County Health Department are consistent with the Opioid Relief Funding; and,

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review the program(s) provided under this agreement and both parties must mutually agree to the implementation of said program(s) and to any changes or revisions thereto before such changes are implemented.

WHEREAS, the Washington County Health Department agrees to develop and retain sufficient documentation, to clearly support the Opioid Relief Fund eligible programs provided by the recipient on a quarterly basis; and,

WHEREAS, the Washington County Health Department will fund the program while the City of Hagerstown shall submit reporting through the Opioid Relief Fund Funding portal and disburse funds to the Washington County Health Department on a quarterly reimbursement bases, consistent with the requirements of Opioid Relief Funding.

WHEREAS, the parties hereto have duly executed this MOU for the expenditure of Opioid Relief Funds.

WHEREAS, the Recitals set forth above are hereby adopted and shall be a substantive part of this Memorandum of Understanding.

NOW THEREFORE, the parties to the Memorandum of Understanding agree to above by the terms set forth herein.

The parties may amend this **Memorandum of Understanding** at any time provided that such amendments make specific reference to this **Memorandum of Understanding**, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments will not invalidate this **Memorandum of Understanding**, nor relieve or release the City or Recipient from its obligations under this **Memorandum of Understanding**.

The City may, in its discretion, amend this **Memorandum of Understanding** to conform with State or Local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, such modifications will be incorporated only by written amendment signed by both the City and Recipient.

Entire Agreement / Amendments. This **Memorandum of Understanding** constitutes the entire agreement between the parties and supersedes any prior understandings. Any amendments to this MOU shall be in writing and signed by the parties.

WHEREFORE, the parties hereto have affixed their signature hereto as of the date first above written.

WITNESS/ ATTEST:

WASHINGTON COUNTY HEALTH DEPARTMENT

[Name and title]

BY:

Earl Stoner, Program Director

CITY OF HAGERSTOWN

Donna K. Spickler
City Clerk

BY:

William B. McIntire,
Mayor

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Resolution: Memorandum of Understanding (MOU) with the Washington County Health Department Targeted Abatement Grant (TAG) 5-Year Plan – Opioid Restitution Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_on_Resolution_MOU-TAG_10.27.26.pdf	Motion: Restitution Opioid MOU TAG
Resolution_for_MOU_TAG_Funds.pdf	Resolution: MOU TAG
CITY-WCHD_MOU-TAG_FUNDS.pdf	City/WCHD MOU TAG

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 27, 2026**

TOPIC: **Approval of a Resolution: Authorizing and Approving a Memorandum of Understanding with the Washington County Health Department to spend Opioid Relief Funding.**

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

MOTION: I hereby move for Mayor and City Council approval of a resolution to enter into a Memorandum of Understanding with the Washington County Health Department to spend Opioid Relief Funding Targeted Abatement Grant ("TAG") Funds which are received in connection with litigation against contributors of opioid addiction crisis to provide permitted and appropriate abatement services within the City limits.

The Washington County Health Department has agreed to be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include development of a five (5) year plan; compiling data and preparing reports while overseeing the program.

DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 10/27/2026

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION OF THE CITY OF HAGERSTOWN, MARYLAND ("CITY") AUTHORIZING, APPROVING AND DIRECTING THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING WITH THE WASHINGTON COUNTY HEALTH DEPARTMENT FOR THE PURPOSE OF SPENDING OPIOID RELIEF FUNDING (TARGETED ABATEMENT GRANT ("TAG") FUNDS WHICH ARE RECEIVED IN CONNECTION WITH LITIGATION AGAINST CONTRIBUTORS OF OPIOID ADDICTION CRISIS TO PROVIDE PERMITTED AND APPROPRIATE ABATEMENT SERVICES WITHIN THE CITY LIMITS

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;

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

WHEREAS, the City has retained various Law Firms to advise and represent the City regarding litigation and the award of damages from the contributors of opioids within the City;

WHEREAS, as a result of said litigation, the City has entered into a State Subdivision Agreement, effective January 21, 2022, whereby the Subdivision Plaintiffs and the State of Maryland ("State-Subdivision Agreement") have agreed to effect the allocation of Opioid Relief Funding to the City;

WHEREAS, the Washington County Health Department provides public safety, public health and behavioral health care support within the corporate limits of the City of Hagerstown;

WHEREAS, there sometimes arises a need for opioid-related programs, including post-overdose response and peer recovery engagement in the City of Hagerstown, for which Washington County Health Department is able to effectively provide assistance in a timely manner;

WHEREAS, the Washington County Health Department has agreed to be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include development of a five (5) year plan; compiling data and preparing reports while overseeing the program.;

WHEREAS, the services provided by the Washington County Health Department are consistent with the purposes of the Opioid Relief Funding;

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review and provide approval/disapproval on program(s). This would include any changes/revisions to said program(s);

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review the program(s) provided, and both parties must mutually agree to the implementation of said program(s) and to any changes or revisions thereto before such changes are implemented;

WHEREAS, the Washington County Health Department has agreed to develop and retain sufficient documentation, to clearly support the Opioid Relief Fund eligible programs provided by the recipient on a quarterly basis;

WHEREAS, the Washington County Health Department will fund the program, and the City of Hagerstown shall submit reporting through the Opioid Relief Fund Funding portal and disburse funds to the Washington County Health Department on a quarterly reimbursement basis, consistent with the requirements of Opioid Relief Funding;

WHEREAS, the City may, in its discretion, amend the attached Memorandum of Understanding to conform with State or Local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, such modifications will be incorporated only by written amendment signed by both the City and Washington County Health Department; and

WHEREAS, this Resolution is intended to authorize the Mayor and City Council of the City of Hagerstown to enter into a Memorandum of Understanding for the expenditure of Opioid Relief Funds – Targeted Abatement Grant.

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

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

Section 2. The City hereby authorizes and approves the entry into the attached Memorandum of Understanding with the Washington County Health Department for the purpose of spending Opioid Relief Funding (Targeted Abatement Grant).

Section 3. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

Section 4. That the Mayor be and is hereby authorized to execute and deliver any additional documentation and take any additional steps 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: October 27, 2026
Date of Passage: October 27, 2026
Effective Date: October 27, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

MEMORANDUM OF UNDERSTANDING – TARGETED ABATEMENT GRANT (TAG)

This Memorandum of Understanding ("MOU") is made by and between the WASHINGTON COUNTY HEALTH DEPARTMENT and The CITY OF HAGERSTOWN, MARYLAND on this _____ day of _____, 2026.

RECITALS

WHEREAS, the Washington County Health Department provides public safety, public health and behavioral health care support within the corporate limits of the City of Hagerstown, located in Washington County, Maryland; and

WHEREAS, the City of Hagerstown, a Maryland Municipal Corporation, will receive Opioid Relief Funding (Targeted Abatement Grant (TAG)) and desires to allocate this funding to the Washington County Health Department to provide services throughout the City's corporate limits, in Hagerstown, Washington County, Maryland; and

WHEREAS, there sometimes arises a need for opioid-related programs, including post-overdose response and peer recovery engagement in the City of Hagerstown, for which Washington County Health Department is able to effectively provide assistance in a timely manner.

WHEREAS, the Washington County Health Department will be responsible for developing and maintaining an opioid response program within the corporate boundaries of the City of Hagerstown. These responsibilities will include development of a five (5) year plan; compiling data and preparing reports while overseeing the program.

WHEREAS, the services provided by the Washington County Health Department are consistent with the Opioid Relief Funding; and,

WHEREAS, the Washington County Health Department will allow the City of Hagerstown to review the program(s) provided under this agreement and both parties must mutually agree to the implementation of said program(s) and to any changes or revisions thereto before such changes are implemented.

WHEREAS, the Washington County Health Department agrees to develop and retain sufficient documentation, to clearly support the Opioid Relief Fund eligible programs provided by the recipient on a quarterly basis; and,

WHEREAS, the Washington County Health Department will fund the program while the City of Hagerstown shall submit reporting through the Opioid Relief Fund Funding portal and disburse funds to the Washington County Health Department on a quarterly

reimbursement bases, consistent with the requirements of Opioid Relief Funding.

WHEREAS, the parties hereto have duly executed this MOU for the expenditure of Opioid Relief Funds.

WHEREAS, the Recitals set forth above are hereby adopted and shall be a substantive part of this Memorandum of Understanding.

NOW THEREFORE, the parties to the Memorandum of Understanding agree to abide by the terms set forth herein.

The parties may amend this **Memorandum of Understanding** at any time provided that such amendments make specific reference to this **Memorandum of Understanding,** and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments will not invalidate this **Memorandum of Understanding**, nor relieve or release the City or Recipient from its obligations under this **Memorandum of Understanding.**

The City may, in its discretion, amend this **Memorandum of Understanding** to conform with State or Local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, such modifications will be incorporated only by written amendment signed by both the City and Recipient.

Entire Agreement / Amendments. This **Memorandum of Understanding** constitutes the entire agreement between the parties and supersedes any prior understandings. Any amendments to this MOU shall be in writing and signed by the parties.

WHEREFORE, the parties hereto have affixed their signature hereto as of the date first above written.

WITNESS/ ATTEST:

WASHINGTON COUNTY HEALTH DEPARTMENT

[Name and title]

BY:

Earl Stoner, Program Director

CITY OF HAGERSTOWN

Donna K. Spickler
City Clerk

BY:

William B. McIntire, Mayor

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval for De-obligation and Forfeiture of Unexpended CDBG-CV CARES Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
102726_RS_Packet_CARES_Act_Forfeiture.pdf	Motion, Memo

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: October 27, 2026

TOPIC: **Recommendation for De-Obligation and Forfeiture of Unexpended CDBG-CV CARES Funds**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	_X__

MOTION: I hereby move for the Mayor and City Council to approve the de-obligation and forfeiture of the remaining unexpended CDBG-CV CARES funds in the amount of $3,990.59, due to the absence of viable eligible activities to which the remaining funds can be allocated within the grant expenditure period, and to authorize staff to take the necessary actions with HUD to complete the grant closeout process.

DATE OF INTRODUCTION: 10/27/2026
DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 10/27/2026

CITY OF HAGERSTOWN, MARYLAND

Department of Housing & Community Development
One East Franklin Street • Hagerstown, MD 21740
E-mail: codecompliance@hagerstownmd.org
Telephone: 301-739-8577, ext. 103 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Margi Joe, Community Development Manager

Date: October 16, 2026

RE: Revised Recommendation for Disposition of Unexpended CDBG-CV CARES Funds (COVID-19 Response Funds)

Staff will attend the October 20, 2026, Work Session to present a revised recommendation regarding the disposition of the City's remaining CDBG-CV CARES funds. Staff recommends de-obligation and forfeiture of the remaining unexpended balance of $3,990.59 and seeks Mayor and City Council approval of this recommendation at the October 27, 2026, Regular Session.

Background

In 2020, the city was awarded a total of $747,210 through the CDBG-CV CARES program, which provided supplemental federal funding to address community needs resulting from the COVID-19 pandemic.

Funding was awarded to community partners through a competitive application process, with final program awards and allocations approved by the Mayor and City Council.

To date, more than 99% of the City's CDBG-CV CARES funding has been expended, leaving an uncommitted balance of $3,990.59. Under an agreement with the U.S. Department of Housing and Urban Development (HUD), the City was granted an extension until November 10, 2026, to fully expend the remaining funds.

HUD permits the reallocation of unexpended CDBG-CV funds provided that the proposed activity meets applicable program eligibility requirements and demonstrates the required connection to the prevention of, preparation for, or response to COVID-19.

Staff previously recommended reallocating the remaining balance to improvements at the Wheaton Park Tennis Courts. While staff sought additional HUD guidance regarding the proposed use of the funds, the project advanced to completion and was no longer available as a viable reallocation opportunity. Staff subsequently explored applying the remaining balance toward the Wheaton Park Enhancements Phase II bandshell project; however, continued HUD administrative delays similarly prevented the funds from being utilized in that project within the completion timeframe. Staff has sought other potential uses for the remaining balance; however, no additional eligible activities have been identified that could reasonably be undertaken and completed within the remaining expenditure period.

Recommended Action

Given the limited balance remaining, the approaching November 10, 2026 expenditure deadline, and the administrative requirements associated with establishing and completing a new CDBG-CV activity, staff recommend that the city de-obligate and forfeit the remaining $3,990.59 balance rather than pursue an additional reallocation.

This action would allow staff to proceed with the grant closeout process in coordination with HUD of its CDBG-CV CARES allocation, of which more than 99% has been successfully expended in support of eligible community needs.

Attachment: Draft Motion

c. Amanda Gregg, Director, Housing & Community Development
Michelle Hepburn, Chief Financial Officer
Jim Bender, City Engineer
Eric Deike, Director, Public Works

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Free Holiday Parking In The Parking Decks And Garage

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Free_Holiday_Parking_in_teh_Parking_Decks_and_Garage_Council_Packet.pdf	Free Holiday Parking In The Parking Decks And Garage

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: October 6, 2026

RE: Free Holiday Parking in the Parking Decks and Garage

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking Mayor and Council approval to provide free holiday parking in the three parking facilities (University Parking Deck, Arts & Entertainment District Parking Deck, and the Hub City Garage) during the holiday season. Parking will be free Friday evenings and weekends from the Thanksgiving holiday through the end of December.

DISCUSSION

Staff is proposing to provide free parking each Friday evening and weekends starting on Friday, November 27, 2026. Beginning at 5:00 pm on Fridays, the cost to park in the parking decks and garage will be Zero Dollars ($0) through the weekend. Paid parking would resume each Mondays at 6:00 am.

The program will begin on the Thanksgiving holiday weekend and continue through Sunday, December 27, 2026. Parking will continue to be free on the streets and parking lots after 5:00 pm weekdays and free on the weekends as always. Parking will be free on the streets, lots, and parking facilities on January 1, 2027, for the holiday.

Attached is the 206 Holiday Free Parking Dates.

FINANCIAL IMPACT

The estimated loss of revenue will be $60,000 to $65,000.

RECOMMENDATION

This program has been in place for over 15 years. Staff recommends to continue the program this year as well.

Att: 2026 Holiday Free Parking Dates, Motion Sheet
C: Parking Division
Finance Department

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

2026 HOLIDAY FREE PARKING DATES

Thursday, November 26, 2026:	Free All Day – City Holiday
Friday, November 27, 2026:	Free All Day - City Holiday
Saturday, November 28, 2026:	Free All Day
Sunday, November 29, 2026:	Free All Day
Monday, November 30, 2026 :	Paid Parking Resumes At 6 a.m.
Friday, December 4, 2026:	Free After 5 p.m.
Saturday, December 5, 2026:	Free All Day
Sunday, December 6, 2026:	Free All Day
Monday, December 7, 2026:	Paid Parking Resumes At 6 a.m.
Friday, December 11, 2026:	Free After 5 p.m.
Saturday, December 12, 2026:	Free All Day
Sunday, December 13, 2026:	Free All Day
Monday, December 14, 2026:	Paid Parking Resumes At 6 a.m.
Friday, December 18, 2026:	Free After 5 p.m.
Saturday, December 19, 2026:	Free All Day
Sunday, December 20, 2026:	Free All Day
Monday, December 21, 2026:	Paid Parking Resumes At 6 a.m.
Thursday, December 24, 2026:	Free Parking All Day – City Holiday
Friday, December 25, 2026:	Free Parking All Day – City Holiday
Saturday, December 26, 2026:	Free Parking All Day
Sunday, December 27, 2026:	Free All Day
Monday, December 28, 2026:	Paid Parking Resumes At 6 a.m.
Friday, January 1, 2027:	Free All Day – City Holiday

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: October 27, 2026

TOPIC: **APPROVAL OF FREE HOLIDAY PARKING IN THE PARKING DECKS AND GARAGE**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council to approve holiday parking that allows for free parking each weekend commencing at 5:00 p.m. Friday evenings and all day Saturday and Sunday in the University District Parking Deck, the Arts & Entertainment District Parking Deck, and the Hub City Garage beginning Friday, November 27, 2026, through Sunday, December 27, 2026. Paid parking would resume each Monday morning at 6:00 a.m. Exact dates and times are attached.

Full parking operations will resume on Monday, December 28, 2026.

Parking at the street meters and parking lot meters will continue to be free after 5:00 p.m. on weekdays; every Saturday and Sunday; and on City holidays.

DATE OF INTRODUCTION:	October 27, 2026
DATE OF PASSAGE:	October 27, 2026
EFFECTIVE DATE:	October 27, 2026

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Guideline Changes to the Invest Hagerstown Grant Programs.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
102726_Program_Guidelines_Update_RS.pdf	Approval of Guideline Changes to the Invest Hagerstown Grant Programs.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 27, 2026

TOPIC: **Approval of Guideline Changes to the Invest Hagerstown Grant Programs**

Charter Amendment	__
Code Amendment	__
Ordinance	__
Resolution	__
Other	X

MOTION:

I hereby move for the Mayor and City Council to approve the attached and revised guidelines and application forms for the following programs:

1- Invest Hagerstown City Center Redevelopment Grant
2- Invest Hagerstown City-Wide Redevelopment Grant
3- Invest Hagerstown Rental Rehabilitation Grant

The revision limits eligibility to "Planned" projects and makes "In Progress" projects ineligible.

Staff may make administrative edits with the approval of the City Administrator.

DATE OF INTRODUCTION: 10/27/2026
DATE OF PASSAGE: 10/27/2026
EFFECTIVE DATE: 10/27/2026

INVEST HAGERSTOWN

PROGRAM GOALS

In partnership with private developers, the City of Hagerstown wishes to:

1. Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties, in which there are significant market and/or physical condition barriers to development or redevelopment.
2. Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
3. Increase the value of Hagerstown's commercial and mixed use properties.
4. Strengthen and improve market rate rental properties and increase homeownership.

CITY CENTER Redevelopment Grant Program Guidelines

CITY CENTER Program Summary

1. Grants from a minimum $150,000 to maximum of $250,000.

City Center		Required Match (at Least)	Project Total (at least)
Grant Minimum	$150,000	$300,000	$450,000
Grant Maximum	$250,000	$500,000	$750,000

2. The grants require a 2:1 match from the developer. Example: a $200,000 grant would require a $400,000 investment from the developer, for a total project investment of $600,000.
3. A project must be classified as "Planned" and cannot start until approved. Projects that are already in progress or completed are ineligible. Projects must start within 6 months of approval. The City determines the required date of completion based on the project completion date shown on the application plus reasonable contingency.
4. Applications are reviewed first by a committee. Recommended applications are forwarded to the Mayor and Council for final consideration and approval.
5. Funding will be awarded upon completion of an approved project and development plan.

6. The first priority funding area shall be the one block radius from the Public Square (see attached map) although other applications for projects in the City Center will be considered.
7. Acquisition costs shall not be considered a part of the project cost.
8. All projects shall comply with federal, State and local codes, laws and ordinances.
9. All grants are subject to funding availability.

I. CITY CENTER Eligibility Criteria

1. Project is within the City-Center/Mixed Use Zoning District, although the first priority funding area shall be the block radius from the Public Square (see attached map).
2. Bricks and mortar renovation or new construction projects.
3. Commercial professional office, retail and mixed-use projects.
4. Total project cost, not including acquisition, must demonstrate a minimum 2 for 1 match. For example, a $200,000 grant application must show a $400,000 developer contribution.
5. If an applicant is not the owner of the property, a draft or signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.
6. The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The core systems include:
    a. Base lighting, emergency and exit lighting for each shell tenant space in accordance with the Building and Life Safety Codes.
    b. Central HVAC providing adequate heat and ventilation for each shell tenant space in accordance with the Mechanical Code. Any modifications or additions made at tenant fit-out must be done under a separate mechanical permit.
    c. Required fire separation between the tenant space and corridors and exit access in accordance with the Building Code. If building plans show individual tenant spaces at start of project, required fire separation between tenant spaces must be complete prior to time each space is presented to tenant for finishing/fit out.
    d. Accessible routes, accessible parking (if required), accessible toilet facilities, accessible drinking fountains, accessible entrances and exits are all required items for the building shell in accordance with the Maryland Accessibility Code and the Building Code.
    e. Phone/datacom wiring from the main point of service to each shell tenant space.
    f. Completed building thermal envelope in accordance with the Energy Conservation Code.
    g. Address identification for the building.
    h. Automatic sprinkler protection in accordance with the Existing Building Code.

i. Floors shall be flat and non-trip;

7. Any new residential units created must meet the following minimum square footages requirements:
    a. 400 Sq Ft for an efficiency unit.
    b. 500 Sq Ft for a one-bedroom unit.
    c. 650 Sq Ft for a two-bedroom unit
    d. 900 Sq Ft for a three-bedroom unit.
8. For a project with Artist Live-Work Spaces, any live-work unit created must meet the following minimum square footage requirements:
    a. 800 sq.ft. for an efficiency unit.
    b. 1,000 sq.ft. for a one-bedroom unit.
    c. 1,300 sq.ft. for a two-bedroom unit.
    d. 1,800 sq.ft. for a three-bedroom unit.
9. For a mixed-use (commercial/residential) project, the following amenities must be included in each residential unit:
    a. Fully sprinklered
    b. Central HVAC system
    c. Washer and dryer
    d. Dishwasher
    e. Fully wired for new technologies including phone/Datacom
    f. Wood veneer or solid wood kitchen and bathroom cabinets
    g. Approved solid surface counter tops in kitchen and bathrooms
    h. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms
    i. Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.)
10. For a project with Artist Live-Work Spaces, the following minimum amenities must be included in each live-work unit:
    a. All items listed in #8 above.
    b. Ability to vent odors to the outdoors in accordance with the Mechanical Code.
    c. Plumbed to allow for easy installation of slop sinks.
    d. Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
    e. Sound transmission rating between units of a minimum STC 60 for partition walls.
11. In mixed-use and commercial buildings, the ground floor storefront spaces shall be used for retail, restaurants, branch banks, personal service businesses (e.g., hair salons), arts and entertainment enterprises, educational facilities, and other similar

high intensity uses that attract pedestrian traffic which will support other downtown businesses and contribute to the vitality of the downtown. An office use may be located in a storefront space if the business owner is an owner- occupant of a residential unit on an upper floor of the same building. All other professional and non-profit office tenants shall not be located in storefront spaces. If the building has a common entrance for all tenants without display windows for tenants, offices may locate throughout the first floor.

12. Application must be aligned with the City of Hagerstown's vision for the City Center.

II. CITY CENTER Ineligible Applications

1. Entirely residential projects.
2. Projects that do not meet the minimum investment threshold.
3. Applicants who are not in good standing with the City, County, State or Federal Governments.
4. Non-profit development applicants.

III. CITY CENTER Funding Guidelines

1. Funding may be secured by multiple sources.
2. Applicants may apply and utilize other grant and incentive programs.
3. More than one grant application may be accepted for the same property when being used for separate businesses and separate projects with separate scopes of work. Only one City-Center Redevelopment Grant will be awarded per property. Examples:
   A property owner may use a grant to renovate a building to improved shell condition and a tenant within the same building may use a grant for tenant space improvements and fit out.

   Two separate tenants may each use a grant for tenant space improvements and fit out in a multi-tenant building for two separate businesses.

   Two grants may not be used for the same business and same project within the same property.
4. The applicant should be the party responsible for the costs of the improvements.
5. No City loans, grants or pass through funding may be used as a part of the applicant's match.

IV. CITY CENTER Program Process

1. A development plan, which outlines the renovation schedule and major components of the project, shall accompany the application form.

2. Applications shall be reviewed by a committee called the Invest Hagerstown Committee, consisting of:
    a. Planning & Economic Development Director
    b. Housing & Community Development Director
    c. Chief Financial Officer
    d. Economic Development Specialist
3. Applications are accepted on a continual basis and the Invest Hagerstown Committee will review applications received monthly.
4. The Invest Hagerstown Committee will evaluate the application against the following criteria:
    a. Adherence to the Eligibility Criteria for City-Center Grants outlined in Section I.
    b. Consistency with goals of the Invest Hagerstown City Center program
    c. Aesthetic impact on immediate neighborhood
    d. Financial feasibility of proposed funding sources
    e. Potential for job creation
    f. Development experience of applicant
    g. Proposed timeline and completion date
    h. Investment impact
5. The applications and development plans that the Invest Hagerstown Committee recommends will be sent to the Mayor and Council in a Regular Session for consideration and final approval.
6. The approved applicants will receive a Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
7. The project will be regulated through the Permits and Inspections Department.
8. Monthly status updates shall be supplied by the developer to the Invest Hagerstown Committee through the City of Hagerstown Department of Planning and Economic Development – dped@hagerstownmd.org .
9. As-Built Drawings shall be provided to the Department of Planning and Economic Development upon project completion.
10. When the project is complete according to the approved application and development plan, the City shall award the grant money.

[vs.10.27.2026]

INVEST HAGERSTOWN

CITY-WIDE Redevelopment Grant Program Guidelines

CITY-WIDE Program Summary

1. Grants from a minimum of $5,000 to a maximum of $25,000

City-Wide		Required Match (at Least)	Project Total (at least)
Grant Minimum	$5,000	$10,000	$15,000
Grant Maximum	$25,000	$50,000	$75,000

2. The grants require a 2:1 match from the developer. Example: a $20,000 grant would require a
$40,000 investment from the developer, for a total project investment of $60,000.
3. A project must be classified as "Planned" and cannot start until approved. Projects that are already in progress or completed are ineligible. Projects must start within 6 months of approval. The City determines the required date of completion based on the project completion date shown on the application plus reasonable contingency.
4. Applications are reviewed and approved by a committee.
5. Funding shall be awarded upon completion of project as described by the applicant in the Application and Development Plan.
6. Acquisition costs shall not be considered a part of the project cost.
7. All projects shall comply with federal, State and local codes, laws and ordinances.
8. All grants are subject to funding availability and final use restrictions.

I. CITY-WIDE Eligibility Criteria

1. Commercial professional office, retail and mixed-use projects.
2. Projects are within the Corporate Limits of the City of Hagerstown, including City Center.
3. Applicants shall be in good standing with the City of Hagerstown.
4. Total project cost, not including acquisition, must demonstrate a minimum 2 for 1 match. For example, a $20,000 grant application must show a $40,000 developer

contribution.

5. If an applicant is not the owner of the property, a draft or signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.
6. Bricks and mortar renovation or new construction projects.
7. Application must be aligned with the City of Hagerstown's overall vision for the city.

II. CITY-WIDE Ineligible Applications

1. Entirely residential projects.
2. Projects that do not meet the minimum investment threshold.
3. Applicants who are not in good standing with the City, County, State or Federal Governments.
4. Non-profit development applicants.

III. CITY-WIDE Funding Guidelines

1. Funding may be secured by multiple sources.
2. Applicants may apply and utilize other grant and incentive programs.
3. More than one grant application may be accepted for the same property when being used for separate businesses and separate projects with separate scopes of work. Only one City-Center Redevelopment Grant will be awarded per property.

   Examples:

   A property owner may use a grant to renovate a building to improved shell condition and a tenant within the same building may use a grant for tenant space improvements and fit out.

   Two separate tenants may each use a grant for tenant space improvements and fit out in a multi-tenant building for two separate businesses.

   Two grants may not be used for the same business and same project within the same property.

4. The applicant should be the party responsible for the costs of the improvements.
5. No City loans, grants or pass through funding may be used as a part of the applicant's match.

IV. CITY-WIDE Program Process

1. A development plan, which outlines the renovation schedule and major components of the project, shall accompany the application form.
2. Applications shall be reviewed by a staff committee called the Invest

Hagerstown Committee, consisting of:

a. Planning & Economic Development Director
b. Housing & Community Development Director
c. Chief Financial Officer
d. Economic Development Specialist

3. Applications are accepted on a continual basis and the Invest Hagerstown Committee will review applications received monthly.
4. The Invest Hagerstown Committee will evaluate the application against the following criteria:
    a. Adherence to the Eligibility Criteria for City Wide Grants, outlined in Section I
    b. Consistency with goals of the Invest Hagerstown City Wide program
    c. Aesthetic impact on immediate neighborhood
    d. Financial feasibility of proposed funding sources
    e. Potential for job creation
    f. Development experience of applicant
    a. Proposed timeline and completion date
    b. Investment impact
5. Applications approved by the Invest Hagerstown Committee will receive a Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
6. The project will be regulated through the Permits and Inspections Department.
7. Monthly status updates shall be supplied by the developer to the Invest Hagerstown Committee through the City of Hagerstown Department of Planning and Economic Development – dped@hagerstownmd.org .
8. When the project is complete according to the approved application and development plan, the City shall award the grant money.

Click here for the **Invest Hagerstown Grant Application. Return application 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**

[vs.10.27.2026]

INVEST HAGERSTOWN

CITY CENTER & CITY-WIDE Redevelopment Grant Program Application

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Check One: ☐ City Center Grant ☐ City Wide Grant

Check One: ☐ Commercial Building ☐ Mixed-Use Building

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

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

Project Information

Is this project utilizing the Opportunity Zone? [ ] Yes [ ] No

Click HERE to look up an address on the Opportunity Zone map.

If yes, the following criteria for Qualified Opportunity Zone (QOZ) property is required:

1. **Was the property purchased by a QOZ Fund or QOZ business after December 31, 2017?**
   [ ] Yes [ ] No
2. **Comes into original use with the QOF or QOZ Business or is substantially improved?**
   [ ] Yes [ ] No

3. **Substantial improvement is 100% of the value of the assets, excluding land value for real estate?**
   [ ] Yes [ ] No

Time frame for project completion (excluding tenant fit-out): _____

Please describe your project status:
[ ] Planned
(Eligible)

[ ] In Progress [ ] Completed
(Ineligible)
If your project is "In Progress" or "Completed," you are ineligible for this grant program. Please contact us to explore how we can alternatively help your project's vision.

Expected Start Date: _____

Expected Completion Date: _____
Note: Any schedule beyond two years shall require Mayor and City Council approval.

Do tenant spaces have Use and Occupancy Permits yet? [ ] Yes [ ] No

Are new residential units proposed? [ ] Yes [ ] No

If yes, provide number of units and square footage calculations for each unit:

_____

_____

_____

How many new jobs will be created within 2 years of the project completion?___
new jobs
How many jobs will be retained as a result of this project?____jobs

How long has the property been 100% vacant? Since_____(month/year)

If partially vacant,_____% Vacant Since_____(month/year)

Describe the investment impact and the aesthetic impact on the immediate commercial area/neighborhood:

A financing plan is a required attachment. Describe the financial feasibility of the proposed funding sources, and describe the development experience of the applicant:

Provide any additional description of how the proposed project supports the following program goals:

- Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties.
- Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
- Increase the value of Hagerstown's commercial and mixed use properties.

Required Attachments:

☐ Description of proposed renovation and construction work.
☐ Design plans and occupancy plan.
☐ Project budget/construction cost estimates.
☐ Construction timeline.
☐ Financing plan showing proposed funding sources and indicating any other grants or incentives for the project.
☐ Draft/Signed Lease (If applicant is not the owner of the property).

Grant Request Amount: **$**_____

Total Project Cost: **$**_____

Applicants must comply with all conditions indicated on their application form and in the published Program Guidelines and subsequent information provided in support of this application and eligibility criteria of the program, particularly including receipt of buildings permits for proposed work and implementation of approved development plan and schedule. Any changes to the approved development plan and schedule must be resubmitted for review and approval of the Invest Hagerstown Committee to determine continued eligibility of the project. If a project is disqualified, any financial incentives received to date will be required to be repaid to the City. There may be additional project information requested from the developer at any time during the process.

If approved, the developer shall be responsible to report the following to the City of Hagerstown Department of Planning and Economic Development – dped@hagerstownmd.org :

1. Progress reports every month on status of project milestones and any anticipated changes to the project plans;
2. Reporting to the City, at completion of construction, the square footage per use type of the renovated space (e.g., office, retail, restaurant);

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 Invest Hagerstown Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

_____ _____

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**

[vs 10.27.2026]

INVEST HAGERSTOWN – RENTAL PROPERTY REHABILITATION GRANT PROGRAM

PROGRAM GOALS

In partnership with private developers, the City of Hagerstown wishes to:

1. Inspire and enable significant redevelopment, both city-wide and in the urban core, reusing and repurposing existing vacant and under-utilized properties, in which there are significant market and/or physical condition barriers to development or redevelopment.
2. Create the opportunity for new jobs throughout the City of Hagerstown and Washington County.
3. Increase the value of Hagerstown's commercial and mixed-use properties.
4. Strengthen and improve market rate rental properties and increase homeownership.

Summary

The goal of the Rental Property Rehabilitation Program is to provide an incentive to landlords and property owners to revitalize existing rental and mixed-used buildings and units, and encourage the construction of new elements that will contribute to the overall enhancement of the City Center. This program is subject to funding availability and is on a first come, first served bases. All projects must pertain to rental properties, and landlord occupied units are applicable.

Guidelines

Program Summary

1. Grants range from a minimum of $7,500, to a maximum of $20,000 for rental property rehabilitation to market rate rental.
2. The grants require a 2:1 match from the developer. Example: A $7,500 grant would require a $15,000 investment from the developer, for a total project investment of $22,500.

Rental Rehabilitation Grant		Required Match (at least)	Project Total (at least)
Grant Minimum	$7,500	$15,000	$22,500
Grant Maximum*	$20,000	$40,000	$60,000

** Projects receiving grants greater than $7,500 require rehabilitation of two (2) or more units within a single property/parcel.*

3. A project must be classified as "Planned" and cannot start until approved. Projects that are in progress or completed are ineligible. Projects must start within 6 months of approval. The City determines the required date of completion based on the project completion date shown on the application plus reasonable contingency.
4. Applications are reviewed and approved by the Invest Hagerstown Review Committee on a first come, first served basis.
5. Funding shall be disbursed upon completion of project as described by the applicant in the Application and Development Plan.
6. Acquisition and permit costs shall not be considered a part of the project costs.
7. All projects shall comply with federal, State and local codes, laws and ordinances.
8. All grants are subject to funding availability and final use restrictions.

I. Eligibility Criteria

1. Project must be an existing rental property within the City of Hagerstown, and registered through the City's Rental Facilities Program (Rental License Program).
2. Project may be mixed-use properties where all upper floors are residential and only the first floor is commercial.
3. A developer with multiple properties in the City, is only eligible for one grant per fiscal year for one selected property. Only one grant will be awarded per property. Additional work or phases of a project for the same property are ineligible for additional, future applications. Exceptions may be made for a developer rehabilitating up to 3 contiguous properties on separate parcels in a single fiscal year.
4. <u>The applicant must be the party responsible for the costs of the improvements.</u>
5. Total project funds, including awarded Grant funding, must be applied to project costs directly related to meeting eligibility requirements of minimum square footages, amenities and core systems for the property.
6. Total project cost, not including acquisition, must demonstrate a minimum 2:1 match. For example, the $7,500 grant application must show at least a $15,000 developer contribution.
7. Residential units *created* must meet the following minimum square footages requirements:
    a. 400 Sq Ft for an efficiency unit.
    b. 500 Sq Ft for a one-bedroom unit.
    c. 650 Sq Ft for a two-bedroom unit
    d. 900 Sq Ft for a three-bedroom unit.
8. For a project with Artist Live-Work Spaces, any live-work unit *created* must meet the following minimum square footage requirements:
    a. 800 Sq Ft for an efficiency unit.
    b. 1,000 Sq Ft for a one-bedroom unit.
    c. 1,300 Sq Ft for a two-bedroom unit.
    d. 1,800 Sq Ft for a three-bedroom unit.

9. The application will be evaluated on the following list of desired amenities:
    a. Fully sprinklered (requirement determined by the Fire Marshal);
    b. Central or split-system HVAC system;
    c. Washer and Dryer;
    d. Dishwasher;
    e. Fully wired for new technologies including phone/Datacom;
    f. Wood veneer or solid wood kitchen and bathroom cabinets;
    g. Approved solid surface counter tops in kitchen and bathrooms;
    h. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms; and
    i. Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).
10. For a project with Artist Live-Work Spaces, the application will be evaluated on the following list of desired amenities:
    a. All items listed in #8 above;
    b. Ability to vent odors to the outdoors in accordance with the Mechanical Code;
    c. Plumbed to allow for easy installation of slop sinks;
    d. Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater; and
    e. Sound transmission rating between units of a minimum STC 60 for partition walls.
11. The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The core systems include:
    a. Residential unit, commercial shell tenant space and common use area base lighting, emergency lighting, and exit signage, as applicable, is to be provided and maintained in accordance with the current Building, Electrical, and Life Safety Codes.
    b. HVAC systems are to provide heating, cooling, and ventilation in each residential unit and commercial shell tenant space in accordance with the current Mechanical Code. A separate mechanical permit is required for any modification or addition made to a system at tenant fit-out.
    c. Required fire separation between the residential units, commercial shell tenant spaces, and common use areas must be provided and maintained in accordance with the current Building Code.
    d. Phone/Datacom wiring from the main point of service into each residential unit and commercial shell tenant spaces is to be provided with all penetrations of fire resistant assemblies properly sealed in accordance with the current Building Code.
    e. Where fuel-fired heating systems are removed and replaced with all electric heating systems (baseboard or others), appropriate replacement windows and sufficient building thermal insulation is to be provided in accordance with the

current Building and Entergy Conservation Code to ensure each tenant is subject to reasonable electric utility costs.

12. In mixed-use buildings, the ground floor storefront spaces shall be used for retail, restaurants, branch banks, personal service businesses (e.g., hair salons), arts and entertainment enterprises, educational facilities, and other similar high intensity uses that attract pedestrian traffic which will support other downtown businesses and contribute to the vitality of the downtown. An office use may be located in a storefront space if the business owner is an owner-occupant of a residential unit on an upper floor of the same building. All other professional and non-profit office tenants shall not be located in storefront spaces. If the building has a common entrance for all tenants without display windows for tenants, offices may locate throughout the first floor.
13. Application must be aligned with the City of Hagerstown's vision for the City Center.

II. Ineligible Applications

1. Projects that convert owner-occupied homes to rental properties.
2. Projects that do not meet the minimum investment threshold.
3. Applicants who are not in good standing with the City, County, State or Federal Governments.
4. Non-profit development applicants.

III. Funding Guidelines

1. Funding may be secured by multiple sources.
2. Applicants may apply and utilize other grant and incentive programs.
3. No City loans, grants or pass through funding may be used as part of the applicant's match.

IV. Program Process

1. A development plan, which outlines the renovation schedule and major components of the project, shall accompany the application form.
2. Applications shall be reviewed by a committee called the Invest Hagerstown Review Committee, consisting of:
    a. Planning & Economic Development Director
    b. Housing & Community Development Director
    c. Chief Financial Officer
    d. Economic Development Specialist
3. Applications are accepted on a continual basis, and the Invest Hagerstown Review Committee will meet monthly to review submissions.
4. The Invest Hagerstown Review Committee will evaluate the application against the following criteria:
    a. Adherence to the Eligibility Criteria for Rental Rehabilitation Grants outlined in Section I, Paragraphs 1 through 13;
    b. Consistency with goals of the Invest Hagerstown program;

c. Aesthetic impact on immediate neighborhood;
d. Financial feasibility of proposed funding sources;
e. Potential for increase and/or stabilization of rent;
f. Potential for unit reduction;
g. Development experience of applicant;
h. Proposed timeline and completion date; and
i. Investment impact.

5. The approved applicants will receive a Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
6. All work for the project must be performed by licensed, permitted contractors, and must comply with local, state, and federal codes and ordinances.
7. All code upgrades must be performed to City Code, and will be regulated through the City's Permits and inspections Department.
8. Following renovations, developer(s) will be required to submit a copy of the State of Maryland lead paint certificate to the City for each unit in properties constructed prior to 1978.
9. Monthly status updates shall be supplied by the developer to the Invest Hagerstown Review Committee through the City of Hagerstown Department of Planning and Economic Development – dped@hagerstownmd.org .
10. Funds will only be disbursed after staff have verified all work in the Application and Development Plan has been completed to the City's satisfaction, including all required site inspection approvals, and that the receipts requirement has been met.

Return application 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

[vs. 10.27.2026]

INVEST HAGERSTOWN
Rental Rehabilitation Grant Program Application

Property Information:

Property Address: _____, Hagerstown, MD Zip: _____

Check One: ❑ **100% Residential** ❑ **Mixed-Use Property**

Applicant Information (legal ownership of property):

Applicant's Name: _____

Applicant's Address: _____

Applicant's Phone: _____ Applicant's Email: _____

Business Name (if applicable): _____

Business Address (if applicable): _____

Business Phone Number: _____ Business Website: _____

Requested Grant Amount: **$**_____ ($7,500, max $20,000 with rehabilitation of two or more units within a single property/parcel))
Developer Match Amount: **$**_____ (2:1 required) (range $15,000 - $40,000+)
Total Project Cost: **$**_____ (range $22,500 - $80,000+)

Project Information:

Date Property was Purchased: _____

Date Property was first Rented: _____

If vacant, how long has the property been 100% vacant? Since _____ (month/year)

If partially vacant, _____% Vacant Since _____ (month/year)

Total Number of Units: _____

Is the property currently registered through the City's Rental Facilities Program (Rental License Program? ❑ **Yes, As Of** _____ ❑ **No**

Are new residential units proposed? ❑ **Yes** ❑ **No**

Please provide the following information about each of the units:

Current

Unit #	**Total Sq Ft**	**# Bedrooms**	**#Baths**	**Current Rent**

Proposed – Following Renovation

Unit #	**Total Sq Ft**	**# Bedrooms**	**#Baths**	**Expected Rent**

Please provide a separate breakdown for any/all additional Units being renovated.

Please describe your project status:
[ ] Planned
(Eligible)

[ ] In Progress [ ] Completed
(Ineligible)
If your project is “In Progress” or “Completed,” you are ineligible for this grant program. Please contact us to explore how we can alternatively help your project’s vision.

Expected Start Date: _____

Time frame for project completion: _____

Expected Completion Date: _____
Note: Any schedule beyond two years shall require Mayor and City Council approval.

1. Describe the proposed renovations, amenities and finishes. Include examples of product types proposed to be used. Attach current floor plans and photos of the unit(s). Attach proposed floor plans and design plans.

2. Describe the development experience of the applicant:

3. Describe the standard of living and aesthetical impact on the property, the rental units and the immediate neighborhood:

4. Provide any additional description of how the proposed project supports the program goal of strengthening and improving market rate rental properties by increasing and/or stabilizing rents:

Required Attachments:

- ❑ Description of proposed renovations, amenities and finishes.
- ❑ Examples of product types proposed to be used.
- ❑ Current and proposed floor plans of unit(s) and design plans.
- ❑ Project budget and construction cost estimates itemizing the scope of work for the project.
- ❑ Project timeline.
- ❑ Photo(s) including 1 front, street view of the property.
- ❑ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)

If approved, the developer shall be responsible to report the following to the City of Hagerstown Department of Community and Economic Development – :

1. Progress reports every month on status of project milestones and any anticipated changes to the project plans;
2. Reporting to the City, at completion of construction, the square footage of each residential unit and any tenant space.
3. Copy of the State of Maryland Lead Paint Certificate for each unit in properties constructed prior to 1978.

Applicants must comply with all conditions indicated on their application form and in the published Program Guidelines and subsequent information provided in support of this application and eligibility criteria of the program, particularly including receipt of buildings permits for proposed work and implementation of approved development plan and schedule. Any changes to the approved development plan and schedule must be resubmitted for review and approval of the Invest Hagerstown Review Committee to determine continued eligibility of the project. If a project is disqualified, any financial incentives received to date will be required to be repaid to the City. There may be additional project information requested from the developer at any time during the process.

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 Invest Hagerstown Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

_____ _____

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

[vs 10/27/2026]

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: October 9, 2026

RE: Proposed Guideline Changes to the Invest Hagerstown Programs

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At the October 13, 2026 Work Session, staff will review proposed guideline updates to current Invest Hagerstown Programs, and potential programs created in the future. These currently include:

- City Center Redevelopment Grant,
- City-Wide Redevelopment Grant,
- Rental Rehabilitation Grant.

The proposed changes limit eligibility to "Planned" projects and makes "In Progress" projects ineligible. Projects that are "Completed" are already considered ineligible.

This change will help align the City's incentive programs with the eligibility standards commonly used for our pass-through funded programs, including Community Legacy Fund, Strategic Demolition Fund, and one-time programs such as Project Restore.

Programs already limited to "Planned" projects and where "In Progress" and "Completed Projects" are ineligible include the following:

- Sign & Façade Grant
- Fire Suppression System Grant
- City Center Vacant Storefront Grant
- Bright Start Childcare Grant

Attachments:

1. Proposed Guideline Changes
2. Draft Motion

c: Review Committee
Jill Thompson, Director of Planning & Economic Development

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Meritus Park Fireworks Displays - Exemption from Noise Ordinance

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Meritus.Park.Fireworks.Oct_2026.pdf	Meritus Park Fireworks Displays - Exemption from Noise Ordinance

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 27, 2026

TOPIC: Meritus Park fireworks displays – exemption from Noise Ordinance

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	__X__

MOTION: I hereby move for the City to exempt upcoming fireworks displays at Meritus Park on December 5, 2026 and December 31, 2026 from Chapter 155 of the City Code (the "Noise Ordinance"). These events will be publicized in advance so that nearby residents are notified.

DATE OF INTRODUTION: 10/27/2026
DATE OF APPROVAL: 10/27/2026
EFFECTIVE DATE: 10/27/2026