# Executive Session and Regular Session (52nd Voting Session)
# Mayor and City Council
# November 24, 2026
# Agenda

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

**7:00 PM - November 24, 2026 - REGULAR SESSION -***Council Chambers, 2nd floor, City Hall*

## I. CALL TO ORDER

## II. INVOCATION

Rabbi Mark Perman, Congregation B'Nai Abraham

## 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, December 1, 2026 – Work Session at 4:00 p.m.
2. Tuesday, December 8, 2026 – Work Session at 4:00 p.m.
3. Tuesday, December 15, 2026 – Regular Session at 7:00 p.m.
4. Tuesday, December 22, 2026 – No Meeting Scheduled
5. Tuesday, December 29, 2026 – No Meeting Scheduled

## V. APPOINTMENTS

A. Board of Zoning Appeals:
Janice Kelsh – Term Expires November 30, 2029

## VI. PROCLAMATION

A. Small Business Saturday

## VII. 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.

## VIII. MINUTES

October 6, 2026, October 13, 2026, October 20, 2026, October 27, 2026, and October 29, 2026

## IX. CONSENT

### B. Community and Economic Development

1. Goat Grazing Services at Antietam Creek/Eastern Blvd. - Nostra Farms (La Plata, MD) $ 18,337.00

### A. Finance

1. Armored Car Service – LOOMIS (Palatine, IL) $ 17,100.00

### B. Technology and Support Services

1. Fire RMS - Incident Management Annual Renewal – ESO Solutions, Inc. (Dallas, TX) $ 22,542.76
2. Barracuda Essential Compliance Edition – System Source (Hunt Valley, MD) $ 39,744.38

### C. Public Works

1. Dump Truck to Replace #18 – Mar-Eco, Inc. dba Keystone Ford (Chambersburg, PA) $ 147,185.00
2. Tank Wagon Deliveries - AC&T (Hagerstown, MD): Fuel Oil (Heating) (based on the OPIS price of 9/21/2026) $ 0.2295/unit – Total Cost $ 91,250.00
3. Transport Deliveries – Petroleum Traders Corporation: Fuel Oil (Heating) (based on the OPIS price of 9/21/2026) $ 0.0022/unit – Total Cost $ 91,250.00
4. Bulk Unleaded 87 Octane Gasoline and No. 2 Diesel Fuel Purchase (based on the OPIS price of -$0.0913/unit and -$0.0254/unit) – Petroleum Traders Corporation (Fort Wayne, IN) $ 648,425.00
5. Bulk Unleaded 87 Octane Gasoline and No. 2 Diesel Fuel Purchase (based on the OPIS price of $0.2575/unit and $0.2575/unit) – AC&T Co., Inc. (Hagerstown, MD) $648,425.00
6. Pool Chemicals – High Sierra Pools, Inc. (Arlington, VA) $ 31,228.40

### D. Utilities

1. Water - Purchase of Fire Domestic Meters for the Large Meter Program ~ Core and Main (Martinsburg, WV) $ 49,953.58
2. Water - Edgemont Reservoir Repairs to Sluice Gate on Intake Structure ~ Carl Belt, Inc (Cumberland, MD) $119,300.00
3. Water - Purchase Meters for the Residential Meter Replacement Program - LB Water Service, Inc. (Chambersburg, PA) $924,536.55
4. Wastewater - Pelletizer Cake Pump Replacement ~ Geiger Pump and Equipment Company (Baltimore, MD) $73,126.96
5. Wastewater - Pump Station 4 Upgrade - Engineering Services ~ Hazen and Sawyer (Baltimore, MD) $384,518.00

## X. UNFINISHED BUSINESS

A. Approval of Annexation Resolution - A-2025-02 Meritus Health, Inc.

## XI. NEW BUSINESS

A. Introduction of an Ordinance: Revised Drug-Free School Zone Map

B. Introduction of an Ordinance: Expansion of School Zones

C. Approval of a Resolution: Addendum To Hellane Park Youth Baseball Field Long-Term User Agreement Hagerstown Colt and Palomino Little League

D. Approval of a Resolution: Approval of Rescission of the Resolution approving Community Development Block Grant (CDBG) Subrecipient Agreements on August 11, 2026

E. Approval of a Resolution: Approval of City FY2027 Community Development Block Grant (CDBG) Subrecipient Agreements

F. Approval of a Resolution: National Settlement Agreement with Albertsons Companies, Inc.

G. Presentation of Petition for Annexation: Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

H. Introduction of an Annexation Resolution: A-2026-03 – Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

I. Approval of an Annexation Plan: A-2026-03 - Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

J. Approval of an Application for Program Open Space (POS) Grant Funding for Fiscal Year 2028

K. Approval of FY27 Revised Employee Stipend: Transition to Bi-Weekly Pay Cycle

L. Approval of Community Coalition Support

**XII. GENERAL CITIZEN COMMENTS**

**XIII. CITY ADMINISTRATOR'S COMMENTS**

**XIV. MAYOR AND COUNCIL COMMENTS**

**XV. ADJOURN**

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

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

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| November_24__2026_Executive_Session.pdf | Executive Session Agenda |

# MAYOR AND CITY COUNCIL
# EXECUTIVE SESSION
# NOVEMBER 24, 2026
# AGENDA

***Vision Statement:***

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

***Mission Statement:***

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

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

**********

**6:30 p.m. EXECUTIVE SESSION – Council Chamber, 2nd floor, City Hall**

1. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

   * *Business proposal*

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

*****Please note all times are approximate and subject to change. Portions of this meeting are televised and recorded.*****

*City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740*
*301.766.4183 • TDD 301.797.6617*

# CITY OF HAGERSTOWN, MARYLAND

**PUBLIC BODY:** ***Mayor & City Council*** **DATE:** ***November 24, 2026***

**PLACE:** ***Council Chamber, 2nd floor, City Hall*** **TIME:** ***6:30 p.m.***

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

1. To discuss:

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

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

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

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

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

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

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

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

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

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

[ ] 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
(i) the deployment of fire and police services and staff; and
(ii) the development and implementation of emergency plans;

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

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

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

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

[ ] 15. Administrative Function

***EXECUTIVE SESSION AGENDA***

*****Please note all times are approximate and subject to change. Portions of this meeting are televised and recorded.*****

*City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740*

*301.766.4183 • TDD 301.797.6617*

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

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**Topic:**

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**
Rabbi Mark Perman, Congregation B'Nai Abraham

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**

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.

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5. Tuesday, December 29, 2026 – No Meeting Scheduled

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

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**Topic:**
Board of Zoning Appeals:
Janice Kelsh – Term Expires November 30, 2029

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_-_Appointment_to_BZA.pdf | Motion - BZA Appointment - Janice Kelsh |

# REQUIRED MOTION

# MAYOR AND CITY COUNCIL
# HAGERSTOWN, MARYLAND

**Date:** November 24, 2026

**TOPIC:** **Appointment to the Board of Zoning Appeals**

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

## MOTION:

I hereby move to appoint Janice Kelsh to the Board of Zoning Appeals with a term to expire on November 30, 2029.

DATE OF PASSAGE: November 24, 2026

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

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**Topic:**
Small Business Saturday

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

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

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**

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.

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

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

---

**Topic:**
October 6, 2026, October 13, 2026, October 20, 2026, October 27, 2026, and October 29, 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:** November 24, 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 October 6, 2026, October 13, 2026, October 20, 2026, October 27, 2026, and October 29, 2026.

DATE OF PASSAGE: November 24, 2026

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

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**Topic:**
Goat Grazing Services at Antietam Creek/Eastern Blvd. - Nostra Farms (La Plata, MD) $ 18,337.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_-_Consent_Agenda.pdf | Motion - Consent Agenda |
| DHCD_Goat_Consent.pdf | Consent: Goat Grazing Nostra Farms |

# REQUIRED MOTION

# MAYOR AND CITY COUNCIL
# HAGERSTOWN, MARYLAND

**Date:** November 24, 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

_____ _____

Signature / Date Signature / Date

**(2) Purchasing Agent**

COMMENTS

_____

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

_____

Signature / Date

**(4) City Administrator**

COMMENTS

_____

Signature / Date

## Tyler French

**From:** Scott Nicewarner
**Sent:** Thursday, October 15, 2026 10:55 AM
**To:** Michelle Hepburn
**Cc:** Tyler French; Donna Spickler; Amanda Gregg; Brooke Garver
**Subject:** Re: Goats - Consent???

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

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**From:** Michelle Hepburn <mhepburn@hagerstownmd.org>
**Sent:** Thursday, October 15, 2026 10:38 AM
**To:** Scott Nicewarner <snicewarner@hagerstownmd.org>
**Cc:** Tyler French <tfrench@hagerstownmd.org>; Donna Spickler <dspickler@hagerstownmd.org>; Amanda Gregg <agregg@hagerstownmd.org>; Brooke Garver <bgrarver@hagerstownmd.org>
**Subject:** RE: Goats - Consent???

Scott – we need emergency approval to pay Nostra Farm for the goats with subsequent MC approval. Typically I would not approve as emergency simply because invoices were late. However I was present at a MC meeting and heard Paul ask permission to use this which was given a head nod. Evidently, Paul did not follow through and have a consent placed on in either August or September.

With your approval via email, we will complete an emergency PO and pay the invoice. Can you have this item added and I will have Amanda complete a Consent Form for a subsequent meeting since this preliminary was due yesterday?

Thanks,

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

Hagerstown, MD 21740

www.hagerstownmd.org

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

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**From:** Tyler French <tfrench@hagerstownmd.org>
**Sent:** Wednesday, October 14, 2026 2:55 PM
**To:** Donna Spickler <dspickler@hagerstownmd.org>; Amanda Gregg <agregg@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>
**Subject:** Re: Goats - Consent???

Nostra Farm. They have been set up as a vendor but I have not seen a consent for them. Brooke and I actually talked about this last week because she hasn't seen anything either.

Get Outlook for iOS

---

**From:** Donna Spickler <dspickler@hagerstownmd.org>
**Sent:** Wednesday, 14 October 2026 14:53:11
**To:** Amanda Gregg <agregg@hagerstownmd.org>; Michelle Hepburn <mhepburn@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>
**Subject:** Re: Goats - Consent???

What is the company name?

Get Outlook for iOS

---

**From:** Amanda Gregg <agregg@hagerstownmd.org>
**Sent:** Wednesday, 14 October 2026 14:52:15
**To:** Michelle Hepburn <mhepburn@hagerstownmd.org>; Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>
**Subject:** RE: Goats - Consent???

Was it approved by MCC??

Hagerstown HOUSING & COMMUNITY DEVELOPMENT

**Amanda L Gregg**
**Director of Housing & Community Development**
**Phone: 301-739-8577 Ext 131**
**Direct: 301-797-6291**
**Cell: 240-675-1337**
**Email:agregg@hagerstownmd.org**
**14 N. Potomac Street, Suite 200A**
**Hagerstown, MD 21740**

**https://hagerstownmd.org/dhcd**

*Strong neighborhoods. Great service. Real solutions.*
*A Hagerstown people are proud to call home.*

**From:** Michelle Hepburn <mhepburn@hagerstownmd.org>
**Sent:** Wednesday, October 14, 2026 2:49 PM
**To:** Amanda Gregg <agregg@hagerstownmd.org>; Donna Spickler <dspickler@hagerstownmd.org>; Tyler French <tfrench@hagerstownmd.org>
**Subject:** Goats - Consent???

Hello,

I know that this was approved by MC but was a consent form ever approved formally? We need to get them paid and I need to know next steps so that I can get this pushed through and completed.

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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# Goat Grazing Services Contract

This contract is made between [City of Hagerstown] ("Client") and [Nostra Farm LLC] ("Provider") as of the signed date below.

## 1. Scope of Work

- Provider will supply and manage a herd of goats to graze vegetation and invasive overgrowth on publicly owned property managed by the Client.
- Services include site preparation, delivery, appropriate containment, and supervised grazing.
    - Post grazing site cleanup is not included unless otherwise negotiated.
- Provider supplies all necessary animals, staff, fencing, equipment, and transportation.

## 2. Term and Schedule

- The contract will commence on or around 11 August and conclude on or around 4 September, 2026 unless scheduling constraints force an alternate project start date. Regardless of scheduling limitations, Client is guaranteed 24 days of on-site grazing at a time suitable to their availability.
- Clearing progress will be evaluated on or around 25 August, and an estimate for any additional time needed to finish clearing will be provided to the Client.
- If an extension is required and agreed upon while the goats are still on-site, the setup and maintenance fee will be waived for the additional service periods. The Livestock supervisor on-site fee ($320, as needed) and Electric Fencing Reset fee ($150, as needed) will apply.
- Any agreed upon extension will be billed at $400 per day for targeted grazing services.

## 3. Responsibilities

- Provider will care for, supervise, and maintain the health and safety of all animals used in the service.
- Provider will be responsible for site access, setup, and removal of equipment, and will report any hazards or debris present at the site.

- Client will provide access to grazing site and any necessary permissions or access keys.
- Client will ensure that site has been fully cleared of hazards prior to the beginning of contract period.

## 4. Compensation

- Client will compensate Provider at agreed rate specified in Attachment A.
- A final invoice will be provided to the Client no later than 7 days prior to the end of the contract period.
- Invoice balance is due net 30 days.

## 5. Performance Standards

- Targeted grazing will be performed to reduce specified vegetation as required, typically to a target height or percent removal.
- Provider cannot guarantee 100% removal of vegetation; clearing is influenced by a variety of factors including vegetation types, weather, terrain, etc.
- Areas may be subject to inspection by Client; Provider agrees to re-graze unsatisfactory work at no additional cost.

## 6. Compliance and Liability

- Provider will maintain all required permits, licenses, and insurance.
- Each party is responsible for their own employees and equipment; liability for property damage or animal health will be defined here:
    - Animal injury or fatality as a result of client interference, negligence, crime, or undisclosed or unmitigated site conditions will result in reimbursement of any veterinary expenses as well as compensation for the lost animal if applicable, in an amount no less than $500 per animal.
    - Provider retains and demonstrates liability insurance and will provide reasonable compensation to repair damages resulting from animals escaping designated grazing areas and/or damages to property by staff.
    - Reasonable loss or damage to non-target vegetation or property within fenced grazing areas is an expected side effect of grazing animal operations and will not be eligible for reimbursement or replacement.
- The animals located on the premises and contained within designated electric fencing are classified as working livestock engaged in authorized land management grazing activities. Access, interference, or interaction with said animals by non-authorized personnel is strictly prohibited. Provider cannot

guarantee efficiency or efficacy of working livestock when experiencing attempts at interference or overly solicitous observers.
- Provider will display signage warning bystanders to risks associated with grazing animals, livestock guardian dog, and electric fencing.
- Provider will emplace cameras to facilitate 24/7 monitoring of clearing operation. Cameras will be focused on clearing operation and Provider property and will avoid monitoring of Client property to the greatest extent possible. Client may opt out of camera use but will incur additional fees for greater on-site staff presence.
- Provider agrees to mitigate risk of introducing noxious weeds or diseases.

## 7. Termination

- Either party may terminate the contract with 5 days written notice before work start date.
- Grounds for immediate termination may include breach of terms, safety violations, or failure to perform contracted services.

**Signatures**

Paul Fulk
Paul Fulk (Aug 5, 2026 08:53:07 EDT)

**Client:** Paul Fulk, City of Hagerstown, Maryland

Jason Davis

**Provider:** Jason Davis, Nostra Farm LLC - Owner

Date: _____

**Attachment A**

nostra farm

La Plata, MD 20646 | nostrafarmmd@gmail.com | (509) 850-6737

# QUOTATION

**Quotation for:**
**Paul Fulk**
City of Hagerstown, MD

**Date:** 1 Aug 2026
**Quotation #:** Q-HMAC86A
**Valid until** 1 Sep 2026

**Description of Service:** Animal-driven management of steep creekside terrain.

| Description | Units | Unit Price | Total |
|---|---|---|---|
| Site Supplies | 1 | $491 | $491 |
| Site Setup and Maintenance | 1 | $1500 | $1500 |
| Electric Fencing Resets (estimated) | 6 | $150 | $900 |
| Goat grazing days (1 Crew, 14-16 goats) | 24 | $400 | $9,600 |
| Remote Site Staffing Expense | 24 | $200 | $4800 |
| Risk Mitigation (Veterinary Services, PPE) | 1 | $600 | $600 |
| | | **Total Quoted Amount** | **$17,891** |

**Terms & Conditions:** Invoice balance payable upon completion, net 30 payment terms apply. Work is quoted for 24 days of work, additional work periods may be negotiated on or after day 12 of contracted period.

# Goat Grazing Contract for Q-HMAC86A

Final Audit Report 2026-08-05

| | |
|---|---|
| Created: | 2026-08-05 |
| By: | Abigail Bonner (abigailbonner@yahoo.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA9mYST-PJ-dFQ4JEwogK2hDH5kS1dgIEd |

## "Goat Grazing Contract for Q-HMAC86A" History

Document created by Abigail Bonner (abigailbonner@yahoo.com)
2026-08-05 - 2:24:59 AM GMT- IP address: 72.83.122.79

Document emailed to Paul Fulk (pfulk@hagerstownmd.org) for signature
2026-08-05 - 2:25:29 AM GMT

Email viewed by Paul Fulk (pfulk@hagerstownmd.org)
2026-08-05 - 2:26:06 AM GMT- IP address: 51.54.38.112

Document e-signed by Paul Fulk (pfulk@hagerstownmd.org)
Signature Date: 2026-08-05 - 12:53:07 PM GMT - Time Source: server- IP address: 64.26.81.101 - Signature Appearance Selected: TYPE

Document emailed to Jason Davis (nostrafarmmd@gmail.com) for signature
2026-08-05 - 12:53:09 PM GMT

Email viewed by Jason Davis (nostrafarmmd@gmail.com)
2026-08-05 - 12:53:13 PM GMT- IP address: 66.102.8.162

Document e-signed by Jason Davis (nostrafarmmd@gmail.com)
Signature Date: 2026-08-05 - 1:40:40 PM GMT - Time Source: server- IP address: 72.83.122.79 - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-05 - 1:40:40 PM GMT

# INVOICE

**Nostra Farm LLC**
nostrafarmmd@gmail.com
7528 Glen Albin Rd
La Plata, MD, US
20646

**BILL TO**
Paul Fulk
pfulk@hagerstownmd.org

**INVOICE NO.**
2026-0016

**ISSUED AT**
September 4, 2026

**DUE DATE**
October 4, 2026

| LINE ITEM | QTY | UNIT PRICE | AMOUNT |
|---|---|---|---|
| Site Supplies<br>Hay, Minerals, site specific supplies | 1 | $491.00 | $491.00 |
| Site Set-up and Maintenance<br>Initial set-up and daily maintenance | 1 | $1,500.00 | $1,500.00 |
| Electric Fencing Resets | 6 | $150.00 | $900.00 |
| Goat Grazing Days | 24 | $400.00 | $9,600.00 |
| Remote Site Staffing Expense | 24 | $200.00 | $4,800.00 |
| Risk Mitigation<br>Veterinary Services, PPE | 1 | $646.00 | $646.00 |
| Emergency Staff Calls | 2 | $200.00 | $400.00 |

Subtotal $18,337.00

**Total $18,337.00**

2.9% surcharge may apply on credit card payments $531.77

Pay online
relay.cash/pay/ERXkVY9SlKTw9w97

**Memo**
If paying by check, please make out checks to: Nostra Farm LLC

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

---

**Topic:**
Armored Car Service – LOOMIS (Palatine, IL) $ 17,100.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Binder1.pdf | Consent for Armored Car Service |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

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

Fiscal Year: _____ Source of Funds: _____

| Quantity | Description | Value |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL VALUE OF PROJECT** | $ |

ABOVE TO BE USED FOR: _____

_____

_____

_____

**RECOMMENDED VENDOR:** Business Name: _____

Business Address: _____

City/State/Zip: _____

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

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

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

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS

_____ _____

Signature / Date Signature / Date

**(2) Purchasing Agent**

COMMENTS

_____

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

_____

Signature / Date

**(4) City Administrator**

COMMENTS

_____

Signature / Date

## Tyler French

**From:** McMillian, Rodney <Rodney.McMillian@us.loomis.com>
**Sent:** Wednesday, September 30, 2026 3:54 PM
**To:** Tyler French
**Subject:** RE: Armored Car renewal

Your welcome Tyler. Because the current contract auto renews, there will not be a new contract sent.

**Rodney McMillian**
Branch Account Manager

**Loomis Armored US, LLC**
8015 Corporate Court
Springfield, Virginia 22153

Cell: 301-256-1467

www.loomis.us




**From:** Tyler French <tfrench@hagerstownmd.org>
**Sent:** Wednesday, September 30, 2026 3:52 PM
**To:** McMillian, Rodney <Rodney.McMillian@us.loomis.com>
**Subject:** RE: Armored Car renewal

You don't often get email from tfrench@hagerstownmd.org. Learn why this is important

[SECURITY ADVISORY]: External Sender - Use caution when clicking links and opening attachments

Hi Rodney,

Thanks for the quick response and yes, it does help. Will we automatically be sent a new contract then?

Tyler Ann French (she/her)
Procurement Administrator
Direct: 301-797-6345
Internal : ext 188
tfrench@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740
www.hagerstownmd.org

To view our current bid listings, please visit: https://www.hagerstownmd.org/bids.aspx. You can now sign up to receive email and text alerts when new bids are posted!

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.

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**From:** McMillian, Rodney <Rodney.McMillian@us.loomis.com>
**Sent:** Wednesday, September 30, 2026 3:51 PM
**To:** Tyler French <tfrench@hagerstownmd.org>
**Subject:** RE: Armored Car renewal

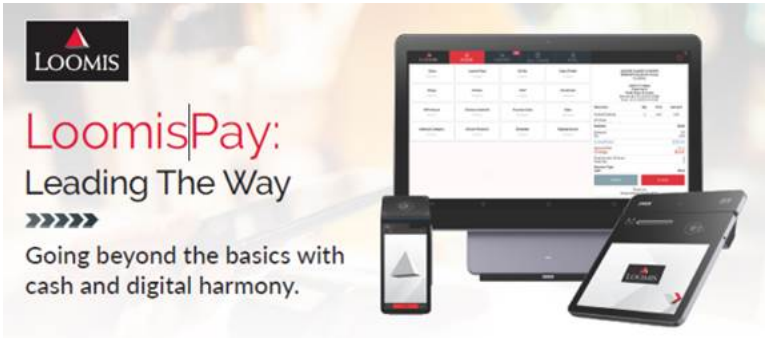
Hi Tyler,
As per the contract, this agreement will auto renew in February of 2027 unless you guys send a written letter of non-renewal by December 1st, 2026. Hope that helps.

**Rodney McMillian**
Branch Account Manager

**Loomis Armored US, LLC**
8015 Corporate Court
Springfield, Virginia 22153

Cell: 301-256-1467

www.loomis.us

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**From:** Tyler French <tfrench@hagerstownmd.org>
**Sent:** Wednesday, September 30, 2026 3:31 PM
**To:** McMillian, Rodney <Rodney.McMillian@us.loomis.com>
**Subject:** Armored Car renewal

You don't often get email from tfrench@hagerstownmd.org. Learn why this is important

[SECURITY ADVISORY]: External Sender - Use caution when clicking links and opening attachments

Hi Rodney,

I apologize if you aren't the correct person for this question. Our 5 year contract with Loomis will expire in April of 2027. I have to take this to Mayor and Council in November to get their approval for the 2027 PO. When would be the earliest that we could expect a new contract? I know it's also still early but are you aware of any price increases for 2027 so that we can decide if we need to get a higher amount approved?

Thank you,

Tyler Ann French (she/her)
Procurement Administrator
Direct: 301-797-6345
Internal : ext 188
tfrench@hagerstownmd.org
1 East Franklin Street
Hagerstown, MD 21740
www.hagerstownmd.org

To view our current bid listings, please visit: https://www.hagerstownmd.org/bids.aspx. You can now sign up to receive email and text alerts when new bids are posted!

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"This e-mail message and any attached files transmitted with it, from Loomis is intended solely for the use of named recipient(s) to whom this email message is addressed. It may be privileged and confidential, is provided without warranty, and does not offer to or create a contract or amendment to any existing contract. If you are not an intended recipient, you are notified that reviewing, disclosing, copying, distributing or taking any action in reliance on the contents of this information is strictly prohibited. If you received this communication in error, please notify us by telephone or e-mail and delete the original message.

E-mail is susceptible to data corruption, interception, unauthorized amendment, tampering and viruses, and we only send and receive e-mails on the basis that we are not liable for any such corruption, interception, amendment, tampering or viruses or any consequences thereof."




**SERVICE AGREEMENT**

The following paragraphs of this Service Agreement (the "Agreement") outline the agreements and understandings by and between

**LOOMIS ARMORED US, LLC**
**("LOOMIS")**
a Texas Limited Liability Company
with offices at:
2500 CityWest Blvd. Ste. 2300,
Houston, TX 77042.

and

**City of Hagerstown**
**("CUSTOMER")**
a MD corporation, located at,
1 Franklin Street,
Hagerstown, MD., 21740.

This Agreement expresses and outlines the services, roles, and responsibilities of the parties. If additional locations are added to the scope of this Agreement, consistent terms and services will be maintained. These promises for such services and their related payments form the basis of this Agreement, made this 1st day of February, 2022 (the "Effective Date").

**Term:** Service will begin on the 5th day of April, 2022 and shall continue for a period of five (5) year(s). At the expiration of the initial term, this Agreement shall automatically be extended for successive like term periods unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then current term. CUSTOMER agrees that LOOMIS is the exclusive provider for these services for the facilities contained herein. Except as expressly stated herein, CUSTOMER understands and agrees that this Agreement contains no provision for early termination in whole or part. Either party may terminate this Agreement with five (5) days written notice in the event of bankruptcy, or insolvency of the other party. LOOMIS may terminate this Agreement with thirty (30) days written notice in the event of a material reduction or cancellation of LOOMIS' insurance.

**CUSTOMER and LOOMIS agree to the following:**

Schedule for Services: Conjunctive, sequential, on route pickup and delivery of items at the following location(s) to/from CUSTOMER's designated, mutually agreed-upon location(s):

| LOOMIS BRANCH | UNIT # / LOCATION | MAXIMUM LIABILITY AMOUNT | SERVICE FREQUENCY | FEE for SERVICE |
|---|---|---|---|---|
| *5760-Springfield* | *City of Hagerstown<br>1 E Franklin Street<br>Hagerstown, MD 21740* | *$100,000 per shipment* | *2x per week<br>(Tues & Fri)* | *$606.20 per month* |
| ____ | ____ | ____ *per shipment* | ____ *per week*<br>(____) | ____ *per month* |
| ____ | ____ | ____ *per shipment* | ____ *per week*<br>(____) | ____ *per month* |
| ____ | ____ | ____ *per shipment* | ____ *per week*<br>(____) | ____ *per month* |

**Premises Time**: Each service location under this Agreement (regardless of the pickup/delivery points) is allotted seven (7) minutes of service time. Over seven (7) minutes, a fee of $2.50 per one (1) minute shall be assessed. Over fifteen (15) minutes, LOOMIS may elect to depart from the CUSTOMER'S location. Should LOOMIS be requested to return, the pick-up will be rescheduled as a Special Pick-up and will be charged at an agreed upon fee prior to rendering service.

**Research and Supply Fee**: A fee of $65.00 per hour plus supplies will be charged for research of LOOMIS' documents or receipts that have aged over sixty (60) days, unless it is determined to be solely an error of LOOMIS.

Excess Item Handling: A fee of $1.50 per Item is assessed when the number of items or containers exceeds ten (10) items per shipment. An "Item" refers to the number of containers, sealed bags or other vessels LOOMIS is required to transport.

Non-Scheduled/Off-Day Service: $45.00 per trip, per location in Urban areas. Additional fees apply for off-route and remote locations.

Holiday Service Fee: A fee of $100.00 will be charged for the service provided on those Holidays as listed in Section 11.

Excess Liability: A fee of $0.40 per $1,000 or fraction thereof for any amounts which exceed the Liability Coverage per Shipment Amount.

Insurance Fee: A fee of 8% will be assessed to all services provided within this Agreement.

**CUSTOMER does not desire this Excess Liability Coverage, CUSTOMER must decline Excess Liability Coverage by initialing the box below:**

☐ **Decline**

**Reconstruction Obligations:**
As explained in Section 7(c), of the Terms and Conditions, CUSTOMER has certain obligations regarding reconstruction of lost, damaged, destroyed checks or items that provide an audit trail. If CUSTOMER prefers to opt-out of these reconstruction obligations, CUSTOMER must decline by initialing the box below.

☐ **Decline**

If CUSTOMER does NOT agree to reconstruction obligations or cannot meet its reconstruction obligations contained within Section 7(c), LOOMIS' liability for all checks contained within the shipment is limited to Ten Thousand Dollars ($10,000.00) regardless of the face value of the checks in shipment.

## TERMS AND CONDITIONS

1. **Service(s)**: LOOMIS agrees to pick up, receive from, and/or deliver to CUSTOMER, or any designated agent, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. If the shipment container(s) does not appear to be securely locked or sealed, LOOMIS has the right to refuse to accept such container(s) and will not receive said container(s) from the CUSTOMER or its designated agent. If LOOMIS accepts the sealed container(s), LOOMIS will give CUSTOMER a receipt for said sealed container(s), and transport and deliver such sealed container(s) to the consignee designated by the CUSTOMER. CUSTOMER agrees that it will not conceal or misrepresent any material fact or circumstances concerning the property delivered to LOOMIS pursuant to this Agreement. The fee payable by CUSTOMER to LOOMIS is based upon the Maximum Liability Amount(s) and level(s) of service provided by LOOMIS as stated in this Agreement. All additional or special services must be evidenced and agreed to in a signed amendment to this Agreement.

2. **Billing and Payment**: CUSTOMER agrees to pay LOOMIS within fifteen (15) days of receipt of invoices which shall include any applicable federal, state or local taxes. In addition, LOOMIS may, at its discretion, impose a service charge of one and one-half percent (1.5%) per month or eighteen percent (18%) per annum or such lesser rate as may be required by law, of the amount unpaid by CUSTOMER, as is due and payable to LOOMIS on all invoices not paid in full by invoice due date. CUSTOMER further agrees that undisputed portions of any invoice shall be remitted to LOOMIS in accordance with normal payment terms. However, should CUSTOMER fail to pay any undisputed amounts within thirty (30) days of the invoice date, LOOMIS may, in its sole discretion, suspend the account and/or terminate this Agreement upon ten (10) days written notice to CUSTOMER. CUSTOMER agrees to notify LOOMIS of dispute(s) arising from any invoice within thirty (30) days after such invoice has been presented to CUSTOMER, or else such claim shall be deemed waived. All amounts due hereunder shall be paid by cash, check or ACH unless otherwise agreed on the signature page of this Agreement.

3. **Rate Adjustment**: LOOMIS shall annually increase the service fee(s) based upon the year to year changes in the Consumer Price Index (CPI) or other applicable economic factor(s).

To account for future movements in the price of diesel fuel LOOMIS will henceforth adjust the monthly fuel fee based on U.S. average diesel prices as measured and published by the Department of Energy (WWW.EIA.DOE.GOV). The monthly fuel fee shall equal the product of the applicable percentage (based on the chart below) multiplied by the aggregate monthly service fee (including any applicable Ancillary Item). LOOMIS' established baseline is $1.31. Any cost above the $1.31 baseline cost will be adjusted on a monthly basis by 0.5% on price movements of 10 cents per gallon (i.e. if diesel prices rise to $1.41, the corresponding fuel fee is increased by 0.5%). The applicable fuel fee percentage will be based on the national average of diesel fuel prices published on the Department of Energy Website averaged over the first four Mondays of the month rounded to the next cent. The table is for reference only and does not reflect the maximum rate which may be assessed.

| Minimum | Maximum | Per Gallon | Fee (%) |
|---|---|---|---|
| $4.91 | $5.00 | $ .10 | 18.00% |
| $4.81 | $4.90 | $ .10 | 17.50% |
| $4.71 | $4.80 | $ .10 | 17.00% |
| $4.61 | $4.70 | $ .10 | 16.50% |
| $4.51 | $4.60 | $ .10 | 16.00% |
| $4.41 | $4.50 | $ .10 | 15.50% |
| $4.31 | $4.40 | $ .10 | 15.00% |
| $4.21 | $4.30 | $ .10 | 14.50% |
| $4.11 | $4.20 | $ .10 | 14.00% |
| $4.01 | $4.10 | $ .10 | 13.50% |
| $3.91 | $4.00 | $ .10 | 13.00% |
| $3.81 | $3.90 | $ .10 | 12.50% |
| $3.71 | $3.80 | $ .10 | 12.00% |
| $3.61 | $3.70 | $ .10 | 11.50% |
| $3.51 | $3.60 | $ .10 | 11.00% |

| | | | |
|---|---|---|---|
| $3.41 | $3.50 | $ .10 | 10.50% |
| $3.31 | $3.40 | $ .10 | 10.00% |
| $3.21 | $3.30 | $ .10 | 9.50% |
| $3.11 | $3.20 | $ .10 | 9.00% |
| $3.01 | $3.10 | $ .10 | 8.50% |
| $2.91 | $3.00 | $ .10 | 8.00% |
| $2.81 | $2.90 | $ .10 | 7.50% |
| $2.71 | $2.80 | $ .10 | 7.00% |
| $2.61 | $2.70 | $ .10 | 6.50% |
| $2.51 | $2.60 | $ .10 | 6.00% |
| $2.41 | $2.50 | $ .10 | 5.50% |
| $2.31 | $2.40 | $ .10 | 5.00% |
| $2.21 | $2.30 | $ .10 | 4.50% |
| $2.11 | $2.20 | $ .10 | 4.00% |
| $2.01 | $2.10 | $ .10 | 3.50% |
| $1.91 | $2.00 | $ .10 | 3.00% |
| $1.81 | $1.90 | $ .10 | 2.50% |
| $1.71 | $1.80 | $ .10 | 2.00% |
| $1.61 | $1.70 | $ .10 | 1.50% |
| $1.51 | $1.60 | $ .10 | 1.00% |
| $1.41 | $1.50 | $ .10 | .50% |
| $1.31 | $1.40 | $ .10 | .00% |

a) LOOMIS reserves the right in times of global economic downturn or due to changes in regulatory obligations, including but not limited to changes in minimum wage, to renegotiate rates and fees in good faith with CUSTOMER. In the event that CUSTOMER refuses to consent to such adjustment(s) or fee(s), LOOMIS shall have the right to terminate this Agreement upon thirty (30) days written notice to CUSTOMER.

4. Liability: LOOMIS agrees to assume the liability for any Cargo Loss, according to the terms of this Agreement of the securely sealed container(s) from the time LOOMIS signs for and receives physical custody of the sealed container(s). The term "Cargo Loss" shall mean any loss or destruction of currency ("Cargo") that occurs while the Cargo is under Loomis' sole care, custody and control. LOOMIS' responsibility terminates when the CUSTOMER or its designated consignee takes physical possession of the sealed container(s) and signs LOOMIS' receipt. If it is impossible to complete the delivery, LOOMIS shall be responsible for any Cargo Loss until the sealed container(s) is returned to the CUSTOMER or its designated agent and a signed receipt obtained. While the sealed container(s) is stored in the CUSTOMER'S premises, LOOMIS does not assume the liability for any loss. If CUSTOMER conceals or misrepresents any material fact or circumstance concerning the property or container, or the contents thereof, LOOMIS will have no liability for any loss in any way related to such fact or circumstance. CUSTOMER agrees that LOOMIS does not undertake the obligation of an absolute insurer in the performance of this Agreement. LOOMIS reserves the right to take any and all action as may be reasonably necessary to prevent money laundering to the extent permitted under applicable law or regulation or as may be required by any regulatory body that may exert a right of control over LOOMIS.

UNDER NO CIRCUMSTANCES WILL LOOMIS BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING FROM THE SUBJECT MATTER OR SERVICES OF THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM AND EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; SUCH AS, BUT NOT LIMITED TO LOSS OF REVENUE, LOSS OF INTEREST, LOST DATA, DATA TRANSPORTATION OR TRANSMISSION ERROR OR ANTICIPATED PROFITS OR LOST BUSINESS. EXCEPT FOR ANY CARGO LOSS (WHICH SHALL BE SUBJECT TO THE MAXIMUM LIABILITY AMOUNT), IN NO EVENT SHALL LOOMIS' LIABILITY TO CUSTOMER EXCEED THE SERVICE FEE PAID BY CUSTOMER TO LOOMIS FOR THE SERVICE OUT OF WHICH THE ALLEGED LIABILITY AROSE.

5. **Excess Liability**: The following terms will apply if CUSTOMER did not decline excess liability coverage. If LOOMIS accepts tender of a shipment in excess of the Maximum Liability Amount, CUSTOMER agrees to pay LOOMIS the excess liability fee set forth herein. **CUSTOMER, by paying this additional fee, will obtain full dollar coverage of any or all losses, subject to the other provisions of this Agreement. If CUSTOMER declines Excess Liability Coverage, liabilities covered under this Agreement are limited to the Maximum Liability Amount.**

6. **Indemnity**: To the maximum extent permitted by applicable law, CUSTOMER shall release, indemnify, defend and hold harmless LOOMIS from all claims, costs or expenses arising out of any third party's or government's threatened or actual claim, suit, demand, garnishment or seizure of any funds or property provided by CUSTOMER hereunder that is in LOOMIS' custody. LOOMIS agrees to give CUSTOMER prompt notice of any such claim, suit, demand or seizure and to provide CUSTOMER reasonable cooperation on the defense.

7. **Claim Procedures**: The following provisions shall control in the event of any Cargo Loss, notwithstanding anything to the contrary contained in this Agreement:

a) In the event of a Cargo Loss, CUSTOMER agrees to notify LOOMIS in writing within four (4) calendar days after the loss is discovered or should have been discovered in the exercise of due care, and in no event later than forty-five (45) days after the pick-up by LOOMIS of the securely sealed container in connection with which the Cargo Loss is asserted. If notice of the Cargo Loss is not received by LOOMIS within this forty-five (45) day period, the claim for the Cargo Loss shall be deemed waived and released by the CUSTOMER. All claim notices must be signed and received on company letterhead and contain a brief description of the loss to include: date of service/date of loss, claim amount, Loomis branch performing service, ATM number if applicable, customer contact information with payment instructions and supporting documentation if available at the time of notice. **All claims must be sent to the Loomis Centralized Claim Unit via email at claims2@us.loomis.com.** It is agreed that both parties will work together to determine the extent of the Cargo Loss, and if possible, the cause of Cargo Loss.

b) Notwithstanding anything set forth in this Agreement to the contrary, the sole liability of LOOMIS in the event of a Cargo Loss, from whatever cause, shall be subject to the Maximum Liability Amount or the Excess Liability Coverage, if not declined by CUSTOMER.

c) CUSTOMER shall retain sufficient information to allow reconstruction of item(s) in the event of a Cargo Loss. CUSTOMER agrees it will cooperate and assist in reconstructing lost, damaged, or destroyed items constituting a part of any loss. In no event shall LOOMIS' liability for any Cargo Loss, irrespective of the Maximum Liability Coverage amount, include the face value of any lost or destroyed check. LOOMIS' liability, unless otherwise stated in this Agreement, shall be limited to the payment to the CUSTOMER for the reasonable costs necessary to reconstruct the checks, but never to exceed ten thousand dollars ($10,000.00) per shipment "Reconstruction" shall mean the identification of the face amount, the identity of the maker or endorser of the check, identification of the payee and identification of the financial institution upon which the check is drawn. CUSTOMER agrees in the event of a loss, that any liability of LOOMIS shall be reduced by the face value of reconstructed or recovered item(s).

d) Upon the request of LOOMIS, CUSTOMER will furnish a proof of loss to LOOMIS or its insurance carrier. Once reimbursement has been made to CUSTOMER, LOOMIS and its insurer shall receive any and all of the CUSTOMER'S rights and remedies of recovery.

8. **Limitations & Force Majeure**:

a) The CUSTOMER agrees that LOOMIS will not be liable for any loss caused by or resulting from Shortages claimed in the contents of the sealed or locked shipment(s), for non-performance or delays, or for the breakage of statuary, marble, glassware, bric-a-brac, porcelains and similar fragile articles. A "Shortage" shall mean any difference between the stated value on the Deposit Ticket and the actual value of the contents of any sealed shipment container. Likewise, LOOMIS shall not be liable to CUSTOMER for failure to render service if LOOMIS in its sole discretion, determines the same may endanger the safety of CUSTOMER'S property or personnel or LOOMIS' vehicles or employees.

b) It is further agreed that LOOMIS shall not be held accountable or liable for any damages or losses, caused by or resulting from illegal or fraudulent acts of CUSTOMER's employees, agents, representatives, or third-party contractors.

c) CUSTOMER agrees that LOOMIS shall not have any liability for losses of any documentation carried by LOOMIS at CUSTOMER's request without compensation.

d) CUSTOMER expressly understands and accepts that ownership (title) to cash transported or stored by LOOMIS shall never transfer to LOOMIS.

e) It is further agreed LOOMIS shall not be held accountable or liable for any damages or losses, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by the peril(s) for which liability is assumed by LOOMIS, resulting from:

(i) Hostile or warlike action in time of peace or war, including action hindering, combating or defending against an actual, impending or expected attack; (1) by any government or sovereign power (de jure or de facto) or

by any authority maintaining or using military, naval or air forces; or (2) by military, naval or air forces; or (3) by any agent of any such government, power authority or forces.

(ii) Nuclear reaction, nuclear radiation, radioactive contamination or any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

(iii) Insurrection, rebellion, revolution, terrorist act, civil war, usurped power, or action taken by governmental authority in hindering, combating or defending against such an occurrence; seizure or destruction under quarantine or customs regulations; confiscation by order of any governmental or public authority; or risks of contraband or illegal transportation or trade.

(iv) Acts of God, strikes, labor disturbances, impostor pick-up or deliveries, or other conditions or circumstances beyond LOOMIS' reasonable control.

9. **Disputes**: CUSTOMER and LOOMIS agree that except for disputes regarding over-payment or non-payment of fees for services under this Agreement, any controversy or claim, including any claim of misrepresentation, arising out of or related to this Agreement, or the furnishing of any service by LOOMIS to CUSTOMER, shall be settled by arbitration under the then current rules of the American Arbitration Association. The arbitrator shall be chosen from a panel of persons knowledgeable in the fields of financial institution security operations and armored car services. CUSTOMER and LOOMIS agree to equally share in the cost and fees of this resolution process. The decision and award of the arbitrator shall be final and binding. Judgment upon the award so rendered may be entered in any court having jurisdiction thereof. Any arbitration hereunder shall be held in Houston, Texas.

10. **Container Value Limitation**: CUSTOMER acknowledges and agrees that the maximum value which LOOMIS will transport in any individual container will not exceed two hundred & fifty thousand dollars ($250,000). If the total value of a shipment which CUSTOMER seeks to tender to LOOMIS exceeds two hundred & fifty thousand dollars ($250,000), such shipment must be broken down into separate shipment containers of two hundred & fifty thousand dollars ($250,000) or less.

11. **Holiday Service**: LOOMIS agrees to provide service as stated in the Agreement with the following holiday exceptions: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Columbus Day, Thanksgiving Day, Christmas Day, federal banking and any local applicable observed holiday. Charges for service on such days will be as stated upon page 2 of this Agreement, excluding Christmas Day. LOOMIS will not provide Christmas Day service.

12. **Specials:** Unscheduled pickups or deliveries are available under the same conditions and provisions of this Agreement. Prices are quoted upon request.

13. **Excess Liability Coverage**: LOOMIS reserves the right to refuse tender of any shipment in excess of the Maximum Liability Amount.

14. **Confidentiality**: Each party receiving information (each being a "Receiving Party" and a "Disclosing Party") undertakes to retain in confidence the terms of this Agreement and all other non-public information, technology, materials and know-how of the other party disclosed or acquired by the Receiving Party pursuant to or in connection with this Agreement which is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential ("Confidential Information"). Neither party shall use any Confidential Information for any purpose other than to carry out the activities contemplated by this Agreement. Each party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those taken to protect its own confidential information of a similar nature. Each party shall also notify the other promptly in writing in the event such party learns of any unauthorized use or disclosure of any Confidential Information that it has received from the other party, and will cooperate in good faith to remedy such occurrence to the extent reasonably possible. Confidential Information shall not include:

(1) information which was already known by, or already in the possession of, Receiving Party prior to receipt from Disclosing Party;

(2) information which is obtained by Receiving Party from a third person who, to the actual knowledge of Receiving Party is not in violation of any agreement to a third party not to disclose such information

(3) information which is or becomes publically available other than through breach by the Receiving Party of this Agreement; and,

(4) information which is independently developed by or on behalf of Receiving Party.

15. **Entire Agreement**: This Agreement: (a) shall be governed by and construed in accordance with the laws of the State of Texas without reference to conflict of laws principles; (b) constitutes the entire agreement and understanding of the parties with respect to its subject matter, and supersedes all prior agreements and understandings, except that the terms of any agreement regarding confidential information of the parties shall be deemed to be a part of this Agreement and each party hereto acknowledges that in entering this Agreement it has not relied on any representation or warranty not contained herein; (c) and the terms and conditions including fees set forth in it shall be treated as confidential information; (d) is not for the benefit of any third party; (e) may not be amended except by a written instrument signed by both CUSTOMER and LOOMIS; (f) may not be assigned by CUSTOMER without LOOMIS prior written consent; (g) may be assigned by LOOMIS, provided that LOOMIS shall furnish written notice of such assignment to CUSTOMER; (h) shall be binding upon any assignees, and defined terms used in this Agreement to apply to either party shall be construed to refer to such party's assignee; (i) is the product of negotiation; (j) is subject to a contractually agreed one (1) year statute of limitations on all claims or the minimum allowable by applicable law; (k)shall not be deemed to have been drafted by either party; (l) contains article and section headings which are for convenience of reference only and which shall not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement; (m) does not make either party the agent, fiduciary or partner of the other; (n) does not grant either party any authority to bind the other to any legal obligation; (o) does not intend to nor grant any rights to any third party and (p) shall remain valid and enforceable despite the holding of any specific provision to be invalid or unenforceable, except for such specific provision. The waiver by either party of any rights arising out of this Agreement shall not cause a waiver of any other rights under this Agreement, at law or in equity. Any and all correspondence regarding this Agreement shall be delivered via certified mail (return receipt requested) or verifiable third-party courier (return receipt requested).

This Agreement may be executed in two or more identical counterparts, each of which shall be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement when a duly authorized representative of each party has signed a counterpart. The parties may sign and deliver this Agreement by facsimile or electronic (i.e., .pdf) transmission. Each party acknowledges that the delivery hereof by facsimile or electronic transmission will have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

**CUSTOMER**

By Michelle Hepburn
Printed Name Michelle Hepburn
Title CFO
Date 2/2/22

**LOOMIS**

By Michael S Mabry
Printed Name Michael Mabry
Title Board Member
Date 2/22/22

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

---

**Topic:**
Fire RMS - Incident Management Annual Renewal – ESO Solutions, Inc. (Dallas, TX) $ 22,542.76

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| IT_Consent_-_ESO_Fire_RMS_Software_Renewal.pdf | Consent: Fire RMS Annual Renewal |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/24/2026 Special Session Date: _____

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

Department Director or Manager: Oren Reed

Account/Project Name: ESO Fire RMS - Incident Management Annual Software Renewal

Account No: 01-150002 (0107200-537702) CIP Control No. _____

Budget Amount: $1,065,470.00 Account Balance: $617,865.73 Unbudgeted Amount: $_____

Fiscal Year: FY27 Source of Funds: General Fund - IT Operating Budget

| Quantity | Description | Value |
|---|---|---|
| 1 | ESO Fire RMS - Incident Management Annual Software Renewal | $ 22,542.76 |
| | (1/6/2027 - 1/5/2028) | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | **TOTAL VALUE OF PROJECT** | $ $ 22,542.76 |

ABOVE TO BE USED FOR: Software bundle used by HFD. All of the software modules (incidents, inspections, properties, personnel, assets, hydrants and CAD integrations) are included in this annual renewal.

**RECOMMENDED VENDOR:**

Business Name: ESO Solutions

Business Address: PO Box 738310

City/State/Zip: Dallas, TX 75373-8310

Bid/Proposal/Quote No.: ESO - 236316 Sole Source? Y Yes _____ No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| SOLE SOURCE | This is the current software vendor | |
| | and/or provider of this product. | |
| | | |
| | | |
| | | |
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| | | |

| 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. |
| 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 Annual renewal of ESO Fire Records Management System (RMS) and incident software used by HFD.

Signature / Date



Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

# Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

| | |
|---|---|
| **Date** | 09/24/2026 |
| **Invoice#** | ESO-236316 |
| **Terms** | Due on Subscription Start |
| **Due Date** | 01/06/2027 |
| **PO#** | |

**Invoice Message:**

| | | |
|---|---|---|
| **Total (Without Tax):** | USD | $22,542.76 |
| **Tax:** | USD | $0.00 |
| **Grand Total:** | USD | $22,542.76 |
| **Amount/Paid/Credit:** | USD | $0.00 |
| **Total Recurring:** | USD | $22,542.76 |
| **Total One-Time:** | | |
| **Total Due (Check/ACH):** | USD | $22,542.76 |
| **3% Credit Card/P-Card Fee:** | USD | $676.28 |
| **Total Due (Credit Card/P-Card):** | USD | $23,219.04 |

**ACH/EFT bank information:**
JP Morgan Chase
Routing: 111000614
Account Number: 577211926

**Check Remittance lockbox address:**
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

Please submit payment remittances to accountsreceivable@eso.com to ensure correct invoice application.

Amounts invoiced are per your agreement(s) which may include annual uplift and an increase in quantities based on usage overages. Your payment of this invoice serves as acceptance of such increases.

Questions? Contact: AccountsReceivable@eso.com 866-766-9471 option 8

**Tax ID:** 36-4566209

**ESO will never e-mail you soliciting payment information. Please call us or e-mail AccountsReceivable@eso.com if you have any questions or wish to make a change.**

**This invoice presents the total net price of the product(s) and/or service(s) which is inclusive (net) of any discount. As the buyer of such product(s)/service(s), you may have additional reporting obligations to federal or state health care programs (including pursuant to 42 CFR 1001.952(h)) and/or upon inquiry by the HHS Secretary or other state or federal agencies. As the buyer, you must adhere to any other relevant federal or third-party payer requirements.**

**Pay Online**

For a 3% fee, Pay via Card

Direct Card Payment Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/9955863/?amount=2321904.28

Pay via Online Bank Transfer

Direct Bank Transfer Link: https://app.suitesync.io/payments/acct_1FelgtGvY2g6ha8S/custinvc/9955863/?card=false

# Invoice

Please send payments to:
ESO Solutions, Inc.
PO Box 738310
Dallas, TX 75373-8310

| | |
|---|---|
| Date | 09/24/2026 |
| Invoice# | ESO-236316 |
| Terms | Due on Subscription Start |
| Due Date | 01/06/2027 |
| PO# | |

## Hagerstown Fire Department

**Customer Address**

Hagerstown Fire Department
Attn: Accounts Payable
Hagerstown MD 21740
United States

**Bill To Address**

Hagerstown Fire Department
Attn: Accounts Payable
Hagerstown MD 21740
United States
jstatler@hagerstownmd.org

| Item | From | To | Qty | UOM | List Amount | Discount | Total |
|---|---|---|---|---|---|---|---|
| **Hagerstown Fire Department 201712-14403** | | | | | | | |
| **RMS Bundle - Personnel Management** | 01/06/2027 | 01/05/2028 | 110 | Employees | 3,996.13 | 0.00 | $3,996.13 |
| Includes tracking of Training classes, certifications, credentials, immunization records. Discounted as a part of the RMS Bundle. | | | | | | | |
| **RMS Bundle - ESO Properties** | 01/06/2027 | 01/05/2028 | 6 | Stations | 2,358.16 | 0.00 | $2,358.16 |
| Includes CAMEO integration, Pre-Plan view. Stores property and occupant history (presence of chemicals and tanks, Incidents, and previous inspections). | | | | | | | |
| **RMS Bundle - ESO Inspections** | 01/06/2027 | 01/05/2028 | 6 | Stations | 2,617.49 | 0.00 | $2,617.49 |
| Includes the ability to manage multiple code sets, using those to developed customized Check-lists for inspections. The application allows you to schedule, manage, execute and finalize inspections as well as reschedule any required follow up inspections. | | | | | | | |
| **RMS Bundle - ESO Hydrants** | 01/06/2027 | 01/05/2028 | 6 | Stations | 1,823.33 | 0.00 | $1,823.33 |
| Inventory and document testing and status of hydrants. | | | | | | | |
| **RMS Bundle - ESO Fire Incidents** | 01/06/2027 | 01/05/2028 | 6 | Stations | 5,937.96 | 0.00 | $5,937.96 |
| Includes Auto EHR-import or Auto-CAD import, federal NFIRS data reporting, software updates and upgrades. | | | | | | | |
| **RMS Bundle - ESO Activities - Fire and Fire/EMS Agencies** | 01/06/2027 | 01/05/2028 | 6 | Stations | 1,245.94 | 0.00 | $1,245.94 |
| Application for tracking non-response activities, including Operations and Community Risk Reduction and Daily Log. | | | | | | | |
| **Fire Incidents CAD Integration** | 01/06/2027 | 01/05/2028 | 3,700 | Incidents | 2,441.60 | 0.00 | $2,441.60 |
| Allows for integration of CAD data into the FIRE application. Ongoing maintenance included. Additional fees from your CAD vendor may apply. | | | | | | | |
| **Assets-Checklist Bundle** | 01/06/2027 | 01/05/2028 | 10 | Vehicles | 2,122.15 | 0.00 | $2,122.15 |
| Web-based asset management and apparatus checklist for Fire and EMS. | | | | | | | |

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

---

**Topic:**
Barracuda Essential Compliance Edition – System Source (Hunt Valley, MD) $ 39,744.38

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| IT_Consent_-_Barracduda_Compliance_Software_Renewal.pdf | Consent: Barracuda Essential Compliance Edition |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 11/24/2026 Special Session Date: _____

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

Department Director or Manager: Oren Reed

Account/Project Name: Barracuda Essentials Compliance Edition Annual Software Renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $39,744.38 Account Balance: $617,512.93 Unbudgeted Amount: $_____

Fiscal Year: FY27 Source of Funds: General Fund

| Quantity | Description | Value |
|---|---|---|
| 1 | Barracuda Essentials Compliance Edition | $ 39,744.38 |
| | - One (1) year subscription renewal for 664 seats/users | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | $ 39,744.38 |
| | **TOTAL VALUE OF PROJECT** | $ |

ABOVE TO BE USED FOR: This renewal is for the Barracuda Essentials security software package, which covers the city's email security gateway for @ 664 users. This renewal also covers the city's email archiver as well as additional features.

**RECOMMENDED VENDOR:**

Business Name: System Source

Business Address: 338 Clubhouse Road

City/State/Zip: Hunt Valley, MD 21031

Bid/Proposal/Quote No.: 97204 Sole Source? X Yes _____ No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| SOLE SOURCE | Final year of 3-year agreement. | |
| | | |
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| 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 The PO was already completed.

Signature / Date

Signature / Date 11/10/2020

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

**System Source**
338 Clubhouse Road
Hunt Valley, Maryland 21031
United States
www.syssrc.com
(P) 410-771-5544
(F) 410-771-9507

## Quotation (Open)

**Date**
Sep 23, 2026 01:43 PM EDT

**Modified Date**
Oct 20, 2026 01:30 PM EDT

**Quote #**
97204 - rev 1 of 1

**Description**
Barracuda Essentials Compliance renewal - 2026

**SalesRep**
Dean, Kirby
(P) 410-771-5544 ext. 4332

**Customer Contact**
McCarty, Tim
(P) 301-797-4570
tmccarty@hagerstownmd.org

**Customer**
City of Hagerstown (3017398577)
McCarty, Tim
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-739-8577

**Bill To**
City of Hagerstown
Payable, Accounts
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-739-8577

**Ship To**
City of Hagerstown
McCarty, Tim
1 E. Franklin St.
Hagerstown, MD 21740
United States
(P) 301-797-4570
tmccarty@hagerstownmd.org

| Customer PO: | Terms: | Ship Via: |
|---|---|---|
| | Purchase Order (Net 20 Days) | FedEx Ground |
| **Special Instructions:** PO number must appear on all invoices, packages and shipping papers. | | **Carrier Account #:** |

| # | Description | Qty | Total |
|---|---|---|---|
| 1 | Barracuda Essentials Compliance Edition<br>Subscription license [1 year] - 1 user - hosted | 1 | $39,744.38 |
| 2 | See notes for dates<br>Note: YEAR 3 OF 3 - 11/30/2026 to 11/29/2027 - for serial #1484463, 664 users | 1 | $0.00 |

Pricing is compliant with MEEC Contract UMD-972016

| | |
|---|---|
| **Subtotal:** | **$39,744.38** |
| *Product Subtotal:* | *$39,744.38* |
| Tax (.0000%): | $0.00 |
| Shipping: | $0.00 |
| Misc: | $0.00 |
| Fees: | $0.00 |
| **Total:** | **$39,744.38** |

- Thank you for selecting System Source for your IT and audio visual needs.
- This quote is an estimate. Due to recent tariff changes, prices will be modified as costs are passed on to System Source by our vendors. Since the current situation is highly fluid and price changes cannot be predicted, price increases will take effect on affected products at time of purchase. Clients are advised to request an updated estimated quote immediately prior to placing their order with System Source. Final pricing may vary and is subject to change without notice.
- FOB Destination, Freight Prepaid & Add. Seller pays freight and adds freight charges to the buyer's invoice. Seller reserves the right to invoice freight charges separately to appropriately bill freight.
- Logical Ventures, Inc. t/a System Source accepts Visa, MC and AMEX payments for training courses, cloud and field repair services only. Quotes for consulting, hardware and software are priced with an ACH/check payment discount and cannot be paid by credit card if the amount is greater than $1,000. If you choose to receive your quotes without the discount included, please contact your salesperson.
- For terms and conditions of sale, please visit: http://www.syssrc.com/html/company_info/purchaseagreement.shtml

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

---

**Topic:**
Dump Truck to Replace #18 – Mar-Eco, Inc. dba Keystone Ford (Chambersburg, PA) $ 147,185.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_-_Stormwater_Vehicles.pdf | Consent PW Dump Truck to Replace #18 |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Stormwater

Department Director or Manager: Eric B. Deike

Account/Project Name: Stormwater Vehicles

Account No: 5985001-5843 CIP Control No. 59-C0064

Budget Amount: $165,000 Account Balance: $165,000 Unbudgeted Amount: $0

Fiscal Year: 26/27 Source of Funds: Stormwater Fee

| Quantity | Description | Value |
|---|---|---|
| 1 | 2027 F-550 Chassis 4x4, Gasoline Engine | $ 67,250.00 |
| 1 | Dump body, salt spreader, plow | $ 85,683.00 |
| 1 | Discount | -$ 5,748.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL VALUE OF PROJECT | $ $ 147,185.00 |

ABOVE TO BE USED FOR: General hauling operations related to stormwater issues. Snow plowing operations during winter weather events.

**RECOMMENDED VENDOR:** Business Name: Mar-Eco, Inc. dba Keystone Ford
Business Address: 301 Walker Road
City/State/Zip: Chambersburg, PA 17201-3507

Bid/Proposal/Quote No.: CityofHag 11/02/2026 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Note:Preferred vendor as Keystone Ford provides pricing from a Pennsylvania state cooperative agreement. | | |
| | | |
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| | | |

| 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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| | COMMUNITY PROMOTION/PRIDE | The City of Hagerstown will improve our community image. |
| | ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM | The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means. |
| | MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES | The City of Hagerstown takes a creative approach at finding solutions. |

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS Funding is sufficient for the purchase of this truck and accessories.

ERD 11/6/2024
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 Plan

City of Hagerstown, Maryland



| | | | |
|---|---|---|---|
| **Project #** | 59-C0064 | | |
| **Project Name** | Stormwater Vehicles | | |
| **Contact** | Deike and Bender | **Department** | Stormwater |
| **Type** | Replacement | **Category** | Automobiles and Trucks |
| **Status** | Active | **Useful Life** | 10 years |
| **Location:** | Public Works | **Year Submitted:** | 2018 |

## Description

Per Vehicle & Equipment Replacement Schedule:

This CIP funds three vehicles: two sweepers and one dump truck.

FY27: 2014 Ford F550 Dump Truck #018 ($165,000).

FY28: 2018 Elgin Sweeper #093 ($300,000).

## Justification

Vehicle repair costs and maintenance increase with the age of a vehicle. On average, vehicles should be replaced every 10 years. Some equipment and vehicles should be replaced sooner than 10 years while others can go longer. Street sweepers generally do not last as long due to constant use and required maintenance.

The Comprehensive Plan supports the cumulative reduction of greenhouse gases that can be achieved by replacing dated fleet vehicles.

| Expenditures | FY 27 | FY 28 | FY 29 | FY 30 | FY 31 | Total |
|---|---|---|---|---|---|---|
| Equip/Vehicles/Furnishings | 165,000 | 300,000 | 0 | 0 | 0 | 465,000 |
| **Total** | **165,000** | **300,000** | **0** | **0** | **0** | **465,000** |

| Funding Sources | FY 27 | FY 28 | FY 29 | FY 30 | FY 31 | Total |
|---|---|---|---|---|---|---|
| Stormwater Fee | 165,000 | 300,000 | 0 | 0 | 0 | 465,000 |
| **Total** | **165,000** | **300,000** | **0** | **0** | **0** | **465,000** |

## Budget Impact

Newer vehicles will have better fuel economy, less labor and material costs for maintenance.



Produced Using Plan-It CIP Software

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

**Department** Public Works **Division** Stormwater/Streets

Vehicle Call # 18 Model Yr. 2014 Serial # 1FDUF5HT1EEB27700

Make Ford Model F550

Vehicle Description Dump Truck/Snowplow/Salt Spreader

Mileage 89,794 # of Service Repair Orders 131 Repair Costs to Date $21,931.37

Condition Fair

**Reason(s) for Replacement:**

Deteriorating Condition X Undersized for Type of Work ___ Hours / Age ___ Age X

Other (please explain)

Is Purchase an Addition to Fleet? No Reason:

**Disposition:**

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

Other:

**Notes:**

**Date:** 11/04/2026 **Report Prepared By:** **Todd Shaffer, Fleet Maintenance Supervisor**

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

## 2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag



**Client Proposal**

Prepared by:
Chad M Sites
Office: 717-709-6263
Email: csites@keystoneford.com
Quote ID: CityofHag
Date: 11/06/2026

2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs

## Dimensions

- Conventional Capacity: 18,500 lbs.
- Fifth-wheel towing capacity: 21,700 lbs.
- Front brake diameter: 15.4"
- Vehicle body length: 230.7"
- Vehicle body height: 82.6"
- Vehicle turning radius: 21.2'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- GCWR: 30,000 lbs.
- * **Gooseneck towing capacity: 21,800 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 145.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

## Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 310 HP@3800 RPM
- * **Engine block heater**
- Auxiliary power take-off
- Part-time 4WD
- Two-Speed Transfer Case
- Driveline managed traction control
- * **Mechanical limited slip differential**
- 7.3L V-8 DEVCT variable valve control, engine with 310HP
- Injection Type: sequential MPI
- Torque: 441 lb.-ft.@3500 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- Recommended fuel: regular gasoline
- Electronic transfer case shift
- Auto locking hub control

## Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

## Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

## Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Electronic parking brake
- Hill Start Assist
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Brake assist system
- Mono-beam rigid axle front suspension

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system

## Body Exterior

- Trailer wiring harness
- 2 doors
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- LT225/70RS19.5 AS BSW front and rear tires
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6-inch front and dual rear silver steel wheels

## Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Driver and passenger door bins
- Dashboard storage
- Trip computer
- Over the air updates

## Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel
- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

## Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Manual reclining passenger seat
- Manual driver seat lumbar

### Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Fixed audio antenna
- 8 inch primary display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume

### Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights

### Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- SYNC 4 Apple CarPlay/Android Auto smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

### Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package vehicle tracker
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- * **Back-up alarm**
- 6 airbags
- SecuriLock immobilizer
- Ford Security Package security system
- Lane Departure Warning
- * **Rear mounted camera**

## Dimensions

### *General Weights*

| | | | |
|---|---|---|---|
| * **Curb weight** | **6,920 lbs.** | * **Rear curb weight** | **3,018 lbs.** |
| * **GVWR** | **19,000 lbs.** | * **Payload** | **12,010 lbs.** |

### *Trailering Weights*

| | | | |
|---|---|---|---|
| Fifth-wheel towing capacity | 21,700 lbs. | * **Gooseneck towing capacity** | **21,800 lbs.** |
| Conventional capacity | 18,500 lbs. | GCWR | 30,000 lbs. |

### *Front Weights*

| | | | |
|---|---|---|---|
| * **Front curb weight** | **3,902 lbs.** | * **GAWR front** | **6,500 lbs.** |
| Axle capacity front | 7,000 lbs. | * **Spring rating front** | **6,500 lbs.** |
| Tire/wheel capacity front | 7,500 lbs. | | |

### *Rear Weights*

| | | | |
|---|---|---|---|
| GAWR rear | 13,660 lbs. | Axle capacity rear | 13,660 lbs. |
| Spring rating rear | 13,660 lbs. | Tire/wheel capacity rear | 15,000 lbs. |

### *Off Road*

| | |
|---|---|
| Min ground clearance | 8.5" |

### *Exterior Measurements*

| | | | |
|---|---|---|---|
| Vehicle body length | 230.7" | Vehicle body width | 80.0" |
| Vehicle body height | 82.6" | Wheelbase | 145.0" |
| Front brake diameter | 15.4" | Rear brake diameter | 15.8" |
| Rear frame height loaded | 29.9" | Rear frame height unloaded | 35.4" |
| Front track | 74.8" | Rear track | 74.0" |
| Vehicle turning radius | 21.2' | Cab to axle | 60.0" |
| Rear tire outside width | 93.9" | Axle to end of frame | 47.2" |
| Frame section modulus | 12.7 cu.in. | Frame yield strength (psi) | 50000.0 |
| Frame rail width | 34.2" | Front bumper to front axle | 38.3" |
| Front bumper to back of cab | 123.7" | | |

### *Interior Measurements*

| | | | |
|---|---|---|---|
| Interior rear cargo volume | 11.6 cu.ft. | Max interior rear cargo volume | 11.6 cu.ft. |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

### *Interior Volume*

| | |
|---|---|
| Total passenger volume | 64.6 cu.ft. |

### *Headroom*

| | |
|---|---|
| Headroom first-row | 40.8" |

### *Legroom*

| | |
|---|---|
| Leg room first-row | 43.9" |

### *Shoulder Room*

| | |
|---|---|
| Shoulder room first-row | 66.7" |

### *Hip Room*

| | |
|---|---|
| Hip room first-row | 62.5" |

## Powertrain

### *Engine*

| | | | |
|---|---|---|---|
| Engine | 7.3L V-8 DEVCT variable valve control, engine with 310HP | Valves per cylinder | 2 |
| Engine cylinders | V-8 | Injection type | sequential MPI |
| Engine location | Front mounted engine | Ignition | Spark ignition system |
| Engine mounting direction | Longitudinal mounted engine | Engine block material | Iron engine block |
| Cylinder head material | Aluminum cylinder head | | |

### *Engine Specs*

| | | | |
|---|---|---|---|
| Displacement | 7.3L | cc | 445 cu.in. |
| Bore | 4.21" | Stroke | 3.98" |
| Compression ratio | 10.5 | | |

### *Engine Power*

| | | | |
|---|---|---|---|
| Horsepower | 310 HP@3800 RPM | Torque | 441 lb.-ft.@3500 RPM |

### *Alternator*

| | | | |
|---|---|---|---|
| * **Alternator amps** | **250A** | * **Alternator type** | **Dual alternator** |
| * **Alternator rating** | **160A** | | |

### *Battery*

| | | | |
|---|---|---|---|
| Battery amps | 68Ah | * **Battery type** | **Dual lead acid battery** |
| Battery rating | 750CCA | Battery run down protection | Battery run down protection |

### *Engine Extras*

| | | | |
|---|---|---|---|
| * **Block heater** | **Engine block heater** | Radiator | Radiator |
| Auxiliary power take-off | Auxiliary power take-off | | |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

### *Transmission*

| | | | |
|---|---|---|---|
| Transmission | 10-speed automatic | Overdrive transmission | Overdrive transmission |
| Lock-up transmission | Lock-up transmission | First gear ratio | 4.615 |
| Second gear ratio | 2.919 | Third gear ratio | 2.132 |
| Fourth gear ratio | 1.773 | Fifth gear ratio | 1.519 |
| Sixth gear ratio | 1.277 | Reverse gear ratio | 4.695 |
| Seventh gear ratio | 1 | Eighth gear ratio | 0.851 |
| Ninth gear ratio | 0.687 | Tenth gear ratio | 0.632 |
| Stall ratio | 1.97 | Selectable mode transmission transmission | Selectable mode |
| Sequential shift control control | SelectShift Sequential shift | Transmission oil cooler | Transmission oil cooler |
| PTO transmission provision provision | PTO transmission | | |

### *Drive Type*

| | | | |
|---|---|---|---|
| 4WD type | Part-time 4WD | Drive type | Four-wheel drive |

### *Drivetrain*

| | |
|---|---|
| Axle ratio | 4.88 |

### *Exhaust*

| | |
|---|---|
| Tailpipe | Stainless steel single exhaust |

### *Fuel*

| | |
|---|---|
| Fuel type | regular gasoline |

### *Fuel Tank*

| | |
|---|---|
| Fuel tank capacity | 40.00 gal. |

### *Drive Feature*

| | | | |
|---|---|---|---|
| * **Limited slip differential differential** | **Mechanical limited slip** | Traction control | Driveline managed traction control |
| Locking hub control | Auto locking hub control | Transfer case | Electronic transfer case shift |

### *Provisions*

| | |
|---|---|
| * **Provisions** | **Snow plow provisions** |

## Fuel Economy and Emissions

### *Fuel Economy*

| | |
|---|---|
| Secondary fuel type | Gasoline secondary fuel type |

### *Emissions*

| | |
|---|---|
| Emissions | Federal emissions |

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# Selected Equip & Specs (cont'd)

## Suspension and Handling

### *Suspension*

| | | | |
|---|---|---|---|
| Suspension | Firm ride suspension | Front shock absorbers | Heavy-duty front shock absorbers |
| Rear shock absorbers | Heavy-duty rear shock absorbers | | |

## Driveability

### *Brakes*

| | | | |
|---|---|---|---|
| Brake type | 4-wheel disc brakes | Ventilated brakes | Front and rear ventilated disc brakes |
| ABS brakes | Four channel ABS brakes | Electronic parking brake | Electronic parking brake |
| ABS brakes | 4-wheel antilock (ABS) brakes | | |

### *Brake Assistance*

| | | | |
|---|---|---|---|
| Hill start assist | Hill Start Assist | Brake assist system | Brake assist system |

### *Front Suspension*

| | | | |
|---|---|---|---|
| Front anti-roll | Front anti-roll bar | Suspension ride type front | Mono-beam rigid axle front suspension |

### *Front Spring*

| | | | |
|---|---|---|---|
| * **HD front springs** | **Heavy-duty front springs** | Springs front | Front coil springs |

### *Rear Spring*

| | | | |
|---|---|---|---|
| Springs rear | Rear leaf springs | Rear springs | Heavy-duty rear springs |

### *Rear Suspension*

| | | | |
|---|---|---|---|
| Rear anti-roll | Rear anti-roll bar | Suspension type rear | Leaf spring rear suspension |
| * **Suspension ride type rear suspension** | **Rigid axle rear** | | |

### *Steering*

| | | | |
|---|---|---|---|
| Steering | Hydraulic power-assist steering system | Steering type | Re-circulating ball steering |
| Steering type number of wheels | 2-wheel steering system | | |

## Exterior

### *Front Wheels*

| | | | |
|---|---|---|---|
| Front wheels diameter | 19.5" | Front wheels width | 6" |

### *Rear Wheels*

| | | | |
|---|---|---|---|
| Rear wheels diameter | 19.5" | Rear wheels width | 6" |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

### *Front And Rear Wheels*

| | | | |
|---|---|---|---|
| Appearance | silver | Material | steel |

### *Front Tires*

| | | | |
|---|---|---|---|
| Aspect | 70 | Diameter | 19.5" |
| Sidewalls | BSW | Speed | S |
| Tread | AS | Type | LT |
| Width | 225mm | Front wheel - RPM | 647 |

### *Rear Tires*

| | | | |
|---|---|---|---|
| Aspect | 70 | Diameter | 19.5" |
| Sidewalls | BSW | Speed | S |
| * **Tread** | **AT** | Type | LT |
| Width | 225mm | * **Rear wheel - RPM** | **645** |

## Body Exterior

### *Trailering*

| | | | |
|---|---|---|---|
| Towing wiring harness | Trailer wiring harness | * **Towing brake controller** | **Trailer brake controller** |
| Towing trailer sway | Trailer sway control | | |

### *Exterior Features*

| | | | |
|---|---|---|---|
| Number of doors | 2 doors | * **Running boards** | **Running boards** |
| * **Skid plate** | **1 underbody skid plate** | Front splash guards | Front splash guards |
| * **License plate front bracket** | **Front license plate bracket** | | |

### *Body*

| | |
|---|---|
| Body panels | Aluminum body panels with side impact beams |

### *Mirrors*

| | | | |
|---|---|---|---|
| Convex spotter | Convex spotter in driver and passenger side door mirrors | Turn signal in door mirrors | Turn signal indicator in door mirrors |

### *Tires*

| | | | |
|---|---|---|---|
| Front tires LT load rating | G | Rear tires LT load rating | G |

### *Wheels*

| | |
|---|---|
| Dual rear wheels | Dual rear wheels |

## Convenience

### *Door Locks*

| | | | |
|---|---|---|---|
| Door locks | Power door locks with 2 stage unlocking | Keyfob door locks | Keyfob activated door locks |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

| | | | |
|---|---|---|---|
| All-in-one key | All-in-one remote fob and ignition key | Auto door locks | Auto-locking doors |

*Cruise Control*

| | | | |
|---|---|---|---|
| Cruise control | Cruise control with steering wheel mounted controls | | |

*Rear View Mirror*

| | | | |
|---|---|---|---|
| Day/Night rearview mirror | Day/Night rearview mirror | | |

*Exterior Mirrors*

| | | | |
|---|---|---|---|
| Door mirrors | Power door mirrors | Folding door mirrors | Manual folding door mirrors |
| Heated door mirrors | Heated driver and passenger side door mirrors | | |

*Front Side Windows*

| | | | |
|---|---|---|---|
| First-row windows | Power first-row windows | | |

*Overhead Console*

| | | | |
|---|---|---|---|
| Overhead console | Full overhead console | Overhead console storage | Overhead console storage |

*Passenger Visor*

| | | | |
|---|---|---|---|
| Visor passenger mirror | Passenger visor mirror | | |

*Power Outlets*

| | | | |
|---|---|---|---|
| 12V power outlets | 2 12V power outlets | * **120V AC power outlets** | **1 120V AC power outlet** |

*Rear Windshield*

| | | | |
|---|---|---|---|
| Rear windshield | Fixed rear windshield | | |

*Storage*

| | | | |
|---|---|---|---|
| Door bins front | Driver and passenger door bins | Number of beverage holders | 6 beverage holders |
| Beverage holders | Front beverage holders | Glove box | Locking glove box |
| Instrument panel storage bin | Instrument panel covered | Dashboard storage | Dashboard storage |

*Windows Feature*

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

*Miscellaneous*

| | | | |
|---|---|---|---|
| Trip computer | Trip computer | Upfitter switches | Upfitter switches |
| Accessory power | Retained accessory power | Over the air updates | Over the air updates |

**Comfort**

*Climate Control*

| | | | |
|---|---|---|---|
| Climate control | Manual climate control | Cabin air filter | Cabin air filter |

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# Selected Equip & Specs (cont'd)

### *Headliner*

| | | | |
|---|---|---|---|
| Headliner material | Cloth headliner material | Headliner coverage | Full headliner coverage |

### *Floor Trim*

| | | | |
|---|---|---|---|
| Floor covering | Full vinyl floor covering | Floor coverage | Full floor coverage |

### *Steering Wheel*

| | | | |
|---|---|---|---|
| Steering wheel material | Urethane steering wheel | Steering wheel telescopic | Manual telescopic steering wheel |
| Steering wheel tilt | Manual tilting steering wheel | | |

## Seats and Trim

### *Seat Capacity*

| | |
|---|---|
| Seating capacity | 3 |

### *Front Seats*

| | | | |
|---|---|---|---|
| Front seat type | Split-bench front seat | Driver seat direction | Driver seat with 4-way directional controls |
| Driver seat fore/aft control | Manual driver seat fore/aft control | Passenger seat direction | Front passenger seat with 4-way directional controls |
| Split front seats | 40-20-40 split-bench front seat | Reclining passenger seat | Manual reclining passenger seat |
| Passenger seat fore/aft control | Manual passenger seat fore/aft control | Front head restraints | Height adjustable front seat head restraints |
| Front head restraint control | Manual front seat head restraint control | Armrests front center | Front seat center armrest |
| Armrests front storage | Front seat armrest storage | Reclining driver seat | Manual reclining driver seat |

### *Lumbar Seats*

| | |
|---|---|
| Driver lumbar | Manual driver seat lumbar |

### *Front Seat Trim*

| | | | |
|---|---|---|---|
| Front seat upholstery | Vinyl front seat upholstery | Front seatback upholstery | Vinyl front seatback upholstery |

### *Interior Accents*

| | |
|---|---|
| Interior accents | Chrome interior accents |

### *Gearshifter Material*

| | |
|---|---|
| Gearshifter material | Urethane gear shifter material |

## Entertainment Features

### *Displays*

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

# Selected Equip & Specs (cont'd)

| | | | |
|---|---|---|---|
| Primary touchscreen display | Primary touchscreen display | Number of first-row displays | 2 total number of 1st row displays |
| Primary display size | 8 inch primary display | | |

### *Radio Features*

| | | | |
|---|---|---|---|
| External memory | SYNC 4 external memory control | Seek scan | Seek scan |

### *Speakers*

| | | | |
|---|---|---|---|
| Speakers | Standard grade speakers | Speakers number | 4 |

### *Audio Features*

| | | | |
|---|---|---|---|
| Steering mounted audio control | Steering wheel mounted audio controls | Speed sensitive volume | Speed sensitive volume |
| Voice activated audio controls | SYNC 4 voice activated audio controls | | |

## Lighting, Visibility and Instrumentation

### *Instrumentation*

| | | | |
|---|---|---|---|
| Trip odometer | Trip odometer | Instrumentation display | Digital/analog instrumentation display |
| Configurable instrumentation gauges | Configurable instrumentation gauges | | |

### *Instrumentation Displays*

| | | | |
|---|---|---|---|
| Temperature display | Exterior temperature display | Driver information center | Driver information center |
| Clock | Digital clock | Compass | Compass |

### *Instrumentation Gauges*

| | | | |
|---|---|---|---|
| Tachometer | Tachometer | Oil pressure gauge | Oil pressure gauge |
| Transmission temperature gauge | Transmission fluid temperature gauge | Engine/electric motor temperature gauge | Engine/electric motor temperature gauge |
| Gauge cluster display size (inches) | 4.20 | Engine hour meter | Engine hour meter |

### *Instrumentation Warnings*

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

### *Glass*

| | |
|---|---|
| Tinted windows | Light tinted windows |

### *Headlights*

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

Headlights Halogen headlights
Auto headlights Autolamp auto on/off headlight control
Delay off headlights Delay-off headlights
Headlight type Reflector headlights
Multiple headlights Multiple enclosed headlights
DRL preference setting DRL preference setting

### *Front Windshield*

Wipers Variable intermittent front windshield wipers

### *Interior Lighting*

Illuminated entry Illuminated entry
Front reading lights Front reading lights
Variable panel light Variable instrument panel light

### *Lights*

Running lights Daytime running lights
Perimeter approach lighting Remote activated perimeter approach lighting
Clearance lights Cab clearance lights

## Technology and Telematics

### *Connectivity*

Handsfree connectivity SYNC 4 handsfree wireless device
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device
Smart device integration SYNC 4 Apple CarPlay/Android Auto smart device wireless mirroring

### *Internet Access*

Internet access 5G Modem - Ford Connectivity Package mobile hotspot internet access

### *USB Ports*

USB ports 2 USB ports

## Safety and Security

### *Airbags*

Front impact airbag driver Driver front impact airbag
Front impact airbag passenger Cancellable front passenger air bag
Front side impact airbag passenger Seat mounted side impact front passenger airbag
Number of airbags 6 airbags
Front side impact airbag driver Seat mounted side impact driver airbag
Overhead airbags Safety Canopy System curtain first-row overhead airbags

### *Seatbelts*

Height adjustable seatbelts Front height adjustable seatbelts

### *Security System*

Immobilizer SecuriLock immobilizer
Remote panic alarm Remote panic alarm

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Selected Equip & Specs (cont'd)

| | | | |
|---|---|---|---|
| Vehicle tracker | Ford Security Package vehicle tracker | Security system | Ford Security Package security system |

*Active Driving Assistance*

| | | | |
|---|---|---|---|
| Lane departure | Lane Departure Warning | Forward collision warning | Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation |

*Cameras*

| | |
|---|---|
| * **Rear camera** | **Rear mounted camera** |

*Parking Sensors*

| | |
|---|---|
| * **Back up alarm** | **Back-up alarm** |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Warranty

## Standard Warranty

### *Basic Warranty*

| | |
|---|---|
| Basic warranty | 36 months/36,000 miles |

### *Powertrain Warranty*

| | |
|---|---|
| Powertrain warranty | 60 months/60,000 miles |

### *Corrosion Perforation*

| | |
|---|---|
| Corrosion perforation warranty | 60 months/unlimited |

### *Roadside Assistance Warranty*

| | |
|---|---|
| Roadside warranty | 60 months/60,000 miles |

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**Prepared for:**
City Of Hagerstown
Prepared by: Chad M Sites
11/06/2026

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

## 2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# As Configured Vehicle

| Code | WERS | Description | MSRP |
|---|---|---|---|
| F5H | | Base Vehicle Price (F5H) | $60,270.00 |
| 660A | | Order Code 660A<br>*Includes:*<br>*- Engine: 7.3L 2V DEVCT NA PFI V8 Gas*<br>*Includes CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats.*<br>*- Transmission: TorqShift 10-Speed Automatic*<br>*Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.*<br>*- Wheels: 19.5" X 6" Argent Painted Steel*<br>*Hub covers/center ornaments not included.*<br>*- HD Vinyl 40/20/40 Split Bench Seat*<br>*Includes center armrest, cupholder, storage and driver's side manual lumbar.*<br>*- Radio: AM/FM Stereo w/MP3 Player*<br>*Includes 4 speakers.*<br>*- SYNC 4 w/8" Center Display*<br>*Includes wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist.*<br>*- Ford Connectivity Package (1-Year Included)*<br>*Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* | N/C |
| 425 | | 50-State Emissions System | STD |
| 99N | | Engine: 7.3L 2V DEVCT NA PFI V8 Gas<br>*Includes CNG/propane gaseous engine prep package which includes hardened engine intake valves and valve seats.* | Included |
| 44G | | Transmission: TorqShift 10-Speed Automatic<br>*Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.* | Included |
| X8L | | Limited Slip w/4.88 Axle Ratio | $395.00 |
| 68U | | GVWR: 19,000 lbs Payload Upgrade Package<br>*Includes upgraded frame and upgraded rear-axle. Note: See Order Guide Supplemental Reference for further details on GVWR and payload ranges.* | $815.00 |
| TGM | | Tires: 225/70Rx19.5G BSW Traction<br>*Includes 4 traction tires on the rear and 2 A/P tires on the front.* | $190.00 |
| 64Z | | Wheels: 19.5" X 6" Argent Painted Steel<br>*Hub covers/center ornaments not included.* | Included |
| A | | HD Vinyl 40/20/40 Split Bench Seat<br>*Includes center armrest, cupholder, storage and driver's side manual lumbar.* | Included |
| PAINT | | Monotone Paint Application | STD |
| 145WB | | 145" Wheelbase | STD |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# As Configured Vehicle (cont'd)

| Code | WERS | Description | MSRP |
|---|---|---|---|
| STDRD | | Radio: AM/FM Stereo w/MP3 Player<br>*Includes 4 speakers.*<br><br>*Includes:*<br>*- SYNC 4 w/8" Center Display*<br>*Includes wireless Apple CarPlay and Android Auto compatibility, embedded apps, digital owner's manual and 911 Assist.*<br>*- Ford Connectivity Package (1-Year Included)*<br>*Includes unlimited Wi-Fi hotspot. Included for one-year from warranty start date. Requires activation via Ford app with credit card authorization; customer may cancel at any time. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Ford may temporarily slow data speeds if such data usage reaches or exceeds 50GB within a billing cycle or due to network limitations. If a customer uses more than 50% of their data usage in a roaming country during a 60-day period, Ford may remove or limit the customer's data plan.* | Included |
| 473 | | Snow Plow Prep Package<br>*Includes pre-selected springs (see order guide supplemental reference for springs/FGAWR of specific vehicle configurations). Note 1: Restrictions apply; see supplemental reference or body builders layout book for details. Note 2: Also allows for the attachment of a winch. Adding (67B) 410 amp dual alternators is highly recommended for max power output.* | $350.00 |
| 41H | | Engine Block Heater | $250.00 |
| 41P | | Transfer Case Skid Plates | $150.00 |
| 86M | | Dual 68 AH/65 AGM Battery | N/C |
| 67B | | 410 Amp Dual Alternators<br>*Includes 250 Amp + 160 Amp.* | $215.00 |
| 18B | | Platform Running Boards | $320.00 |
| 153 | | Front License Plate Bracket<br>Standard in states requiring 2 license plates and optional to all others. | N/C |
| 872 | | Rear View Camera & Prep Kit<br>*Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.* | $515.00 |
| 52B | | Trailer Brake Controller | $300.00 |
| 43C | | Pro Power Onboard - 400W<br>*Includes 1 in-dash mounted outlet.* | $225.00 |
| 76C | | Exterior Backup Alarm (Pre-Installed) | $280.00 |
| 61L | | Front Wheel Well Liner (Pre-Installed) | $180.00 |
| FLADCR | | Fleet Advertising Credit | $0.00 |
| WARANT | | Fleet Customer Powertrain Limited Warranty | N/C |

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2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# As Configured Vehicle (cont'd)

| Code | WERS | Description | MSRP |
|---|---|---|---|
| | | Requires valid FIN code. | |
| | | *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.* | |
| Z1_01 | | Oxford White | N/C |
| AS_03 | | Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat | N/C |
| SUBTOTAL | | | $64,455.00 |
| Destination Charge | | | $2,795.00 |
| TOTAL | | | $67,250.00 |

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**Prepared for:**
City Of Hagerstown
Prepared by: Chad M Sites
11/06/2026

Keystone Ford | 301 Walker Road Chambersburg Pennsylvania | 172013507

2027 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 720 | Quote ID: CityofHag

# Pricing Summary - Single Vehicle

| | MSRP |
|---|---|
| *Vehicle Pricing* | |
| Base Vehicle Price | $60,270.00 |
| Options | $4,185.00 |
| Colors | $0.00 |
| Upfitting | $0.00 |
| Fleet Discount | $0.00 |
| Fuel Charge | $0.00 |
| Destination Charge | $2,795.00 |
| **Subtotal** | $67,250.00 |

*Pre-Tax Adjustments*

| Code | Description | MSRP |
|---|---|---|
| 6 | Discount | -$5,748.00 |
| 20 | Intercon Truck Equipment | $85,683.00 |
| **Total** | | $147,185.00 |

Customer Signature

Acceptance Date

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# Quote

**INTERCON TRUCK of BALTIMORE, INC.**
1200 Pauls Lane
Joppa, MD. 21085
Tel (410) 679-4900 Fax (410) 679-3117
Intercontruck.com

**Quote Number:** 0044229
**Order Date:** 11/6/2026
**Terms:** NET 10 DAYS

**Quoted By:** CW
**Customer Number:** KEY100
**Work Order #:**

**Sold To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Ship To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Attention:** CHAD SITES 717-414-1332 **F.O.B.** JOPPA, MD

| QTY | DESCRIPTION | Unit Price | Amount |
|---|---|---|---|
| 1.00 | /*<br>CITY OF HAGERSTOWN F550 SNOW TRUCK EQUIPMENT PROJECT<br>---<br>CHASSIS OEM REQUIREMENTS: Ford F550, 60in CA, PTO Provision, Upfitter Switches, Back-Up Alarm, Gas, 4WD, Snow Plow Prep Package, Trailer Tow Package with Brake Controller, Transfer Case Skid Plate, 19,000 GVWR, Running Board, Front License Plate Bracket, Front Wheel Well Liners, ProPower Onboard 43C 120V/400W In-Dash/Interior Outlet, Factory BU Camera, White<br>---<br>FURNISH AND INSTALL THE FOLLOWING TRUCK EQUIPMENT PRODUCTS:<br>---<br>IN-CAB CONTROL TOWER<br>Aluminum Control Stand Forward of Cab Middle Seat<br>Control Stand Designed to Mount (left to right):<br>* Tarp Lever Control<br>* Plow Joystick<br>* Hoist Joystick<br>***Stand to Use Existing Bolt Holes that Mount the Middle Seat<br>***Must Allow Room Forward of Control Tower for City Installation of Motorola Radio<br>***Must Allor Room to Left of Control Tower for City Installation of Motorola Handheld Push-To-Talk Microphone/Speaker<br>***SEE PICTURES for Custom Control StandFabrication - Customer May Have Additional Pictures with Force Joystick Controller<br>---<br>DUMP BODY<br>Galion 9' Stainless Steel Dump Body<br>Model: 133U<br>Cross-Memberless Design<br>7" Longsills 7 Ga Mild Steel<br>Floor: 7 Ga Mild Steel<br>Front: 10 Ga Stainless Steel<br>18" Smooth Sides (no vertical uprights), 10 Ga Stainless Steel<br>12" Sideboard Gussets at Front and Rear, Each Side<br>30" Three (3) Panel Tailgate, 10 Ga Stainless Steel<br>***One (1) Stainless Steel Coal Chute at Center Bottom of Tailgate<br>Manual Release Tailgate<br>Tailgate Chains<br>Chain Holders at Rear Posts<br>Two (2) Oval Cut Out in Each Rear Post (total: 4)<br>Body Marker Lights Wiring Harness Kit<br>Body in Natural Stainless Steel Finish<br>Underside Coated with Hard Shell Undercoating (black)<br>-<br>Four (4) D-Rings on Floor for Spreader Mounting<br>-<br>12" Nom. Oak Sideboard Each Side<br>Sideboards Painted Black<br>- | 85,683.00 | 85,683.00 |

Continued

# Quote

**INTERCON TRUCK of BALTIMORE, INC.**
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**Quote Number:** 0044229
**Order Date:** 11/6/2026
**Terms:** NET 10 DAYS

**Quoted By:** CW
**Customer Number:** KEY100
**Work Order #:**

**Sold To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Ship To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Attention:** CHAD SITES 717-414-1332 **F.O.B.** JOPPA, MD

| QTY | DESCRIPTION | Unit Price | Amount |
|---|---|---|---|
| | Stainless Steel Slide Ladder Assembly at Driver Side Front<br>Stainless Steel Grab Handle at Driver Side Front<br>-<br>Stainless Steel Shovel Holder at Passenger Side Front<br>-<br>24" Stainless Steel Cab Shield with 6" Lip, 10ga<br>Four (4) Oval Light Holes in Cab Shield (two forward and one per side)<br>Cab Shield in Natural Stainless Steel Finish<br>- - - - -<br>HOIST<br>Champion Sub-Frame Type Dump Hoist<br>Model: CS615T-09 FF<br>Double-Acting Hoist: Power-Up / Power-Down<br>- - - - -<br>HYDRAULICS<br>Chelsea Heavy Duty Power-Take-Off<br>Parker Direct-Mount Pump<br>Force America Central Hydraulic System<br>Stainless Steel Valve/Tank Enclosure<br>Capacity: 19.6 Gallon<br>Filler Breather<br>3/4" NPT Magnetic Drain Plug<br>Sight Gauge<br>Suction Strainer<br>Aluminum Valve manifold to control:<br>* Main Relief Set at 2800 PSI<br>* Double-Acting Hoist Up/Down<br>* Auger<br>* Spinner<br>Integrated Return Filter<br>5100EX Spreader Control<br>Hoist Joystick Control<br>-<br>Body-Up Warning Light<br>-<br>All Necessary Hoses and Stainless Steel Fittings<br>Filled with Hydraulic Oil to Proper Operating Level<br>- - - - -<br>TARP<br>Roll-Rite Aluminum Electric Arm-Type Tarp System<br>Model: TM400<br>Asphalt Tarp (not vinyl) to Withstand Asphalt Temperatures<br>***Lever-Type In-Cab Controller (Shurco 11479) in lieu of Standard Rocker Swtich<br>- - - - - | | |

Continued

# Quote

INTERCON TRUCK EQUIPMENT

**INTERCON TRUCK of BALTIMORE, INC.**
1200 Pauls Lane
Joppa, MD. 21085
Tel (410) 679-4900 Fax (410) 679-3117
Intercontruck.com

**Quote Number:** 0044229
**Order Date:** 11/6/2026
**Terms:** NET 10 DAYS

**Quoted By:** CW
**Customer Number:** KEY100
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**Sold To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Ship To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Attention:** CHAD SITES 717-414-1332 **F.O.B.** JOPPA, MD

| QTY | DESCRIPTION | Unit Price | Amount |
|---|---|---|---|
| 0.00 | /* | 0.00 | 0.00 |
| | PLOW<br>Western 9'0" Pro-Plus Series Straight Plow<br>***Joystick Blade Control<br>Drive Into Hook-Up<br>31-1/2" High Straight Moldboard<br>Power Angle Cylinders<br>Enclosed Hydraulic Power Unit<br>Two (2) Blade Shock Absorbers<br>Full Blade Trip<br>Blade Marker Guides<br>Steel Cutting Edge<br>Two (2) Self-Positioned Feet<br>LED Headlights and Turn Signals<br>Plow Powder-Coated Western Red<br>-<br>Rubber Snow Deflector<br>-<br>Standard Rubber Cutting Edge for Western 9.0ft Plow<br>Dimensions: 1-1/2in T x 8in H x 9ft L<br>Includes Extended Length Bolt Kit<br>-<br>Western Curb Guard Kit<br>Includes Extended Length Bolt Kit<br>-<br>- - - - -<br>SPREADER<br>SaltDogg Stainless Hopper Spreader<br>Model: 14709F523211<br>Fabricated from 304 Stainless Steel<br>Hopper Length: 9'<br>Overall Length:: 128"<br>Overall Height: 52"<br>Overall Width (at top): 70"<br>Independent Hydraulic Motor for Auger<br>Independent Hydraulic Motor for Spinner<br>5-1/4" Variable Pitch Auger<br>18" Poly Spinner with Six (6) Fins<br>12" Adjustable Height Swing-A-Way Spinner Chute<br>Spinner Chute has Three (3) Adjustable Internal Baffles and Quick Detach Pins<br>304 Stainless Steel Adjustable Inverted V<br>Two (2) Top Screens with 1/4" Diameter Bars<br>Four (4) Lift Hooks - One on Each Side at Front and Rear<br>Spreadable Material: Bulk Salt or 50/50 Sand/Salt Mix<br>***NOTE: No Vibrator (this is an optional product)<br>Spreader in Natural Stainless Steel Finish<br>6" Stainless Steel Extentions, Sides, Front and Rear<br>Four (4) SaltDogg Lift Hooks on Spreader STANDARD ITEM | | |

Continued

# Quote

INTERCON TRUCK of BALTIMORE, INC.
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Joppa, MD. 21085
Tel (410) 679-4900 Fax (410) 679-3117
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GREENCASTLE, PA 17225-1117

**Attention:** CHAD SITES 717-414-1332 **F.O.B.** JOPPA, MD

| QTY | DESCRIPTION | Unit Price | Amount |
|---|---|---|---|
| | - - - - -<br>SPREADER STAND<br>SaltDogg Stainless Hopper Spreader Stand<br>Model: 3046442<br>Fabricated from 1/4: 304 Stainless Steel Tubing<br>Designed to Accomodate 8' to 10' Spreaders<br>Adjustable Legs<br>Built-In Rollers<br>Spreader Stand in Natural Stainless Steel Finish<br>- - - - -<br>LIGHTING<br>One (1) BP LED Spreader Light Mounted at Street Side Under Body at Rear<br>Color: White<br>Wire to Chassis OEM Upfitter Switch<br>***SPECIFY Constant Hot or Key Hot<br>-<br>BP LED Stop/Tail/Turn/Reverse at Each Rear Post - Lower Position (total: 2)<br>Colors: Red/White<br>-<br>Six (6) Whelen Oval LED Strobe Lights at Following Locations:<br>* Two (2) in Front Lip of Cab Shield<br>* Each Side of Cab Shield (total: 2)<br>* Each Rear Post - Upper Position (total: 2)<br>Model: 5GP<br>Color: Amber/Green<br>Wire to Chassis OEM Upfitter Switch<br>***SPECIFY Constant Hot or Key Hot<br>- - - - -<br>HITCH<br>5/8" Pull Plate with Hitch Mounting Holes<br>Two (2) Lashing Rings<br>Bolt-On Receiver Tube<br>Chain Link Loop for Trailer Break-A-Way Cable<br>Pull Plate and Above Accessories Primered and Painted Black<br>-<br>Seven (7) Blade "RV" Type Trailer Plug<br>- - - - -<br>SIDEBOARDS<br>12" Oak Sideboard on Each Side of Body (total: 2)<br>Sideboards Painted Black<br>- - - - -<br>SAFETY<br>Stainless Steel Splash Guards Forward of Rear Axle<br>Splash Guards in Natural Stainless Steel Finish<br>-<br>Plain Rear Rubber Mud Flaps Aft of Rear Axle<br>- - - - -

# Quote

INTERCON TRUCK of BALTIMORE, INC.
1200 Pauls Lane
Joppa, MD. 21085
Tel (410) 679-4900 Fax (410) 679-3117
Intercontruck.com

**Quote Number:** 0044229
**Order Date:** 11/6/2026
**Terms:** NET 10 DAYS

**Quoted By:** CW
**Customer Number:** KEY100
**Work Order #:**

**Sold To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Ship To:**
KEYSTONE FORD
301 S ANTRIM WAY
GREENCASTLE, PA 17225-1117

**Attention:** CHAD SITES 717-414-1332 **F.O.B.** JOPPA, MD

| QTY | DESCRIPTION | Unit Price | Amount |
|---|---|---|---|
| | INSTALL THE FOLLOWING VEHICLE OEM CHASSIS PRODUCTS:<br>-<br>Rear View Camera<br>- - - - -<br>**-- 44229 --** | | |

**Please Circle Any Desired Options.**

***Prices good for 15 days.*** ***Federal or state taxes apply unless tax exempt .***

***All equipment requiring computer reprograming at vehicle dealership is customers responsibility.***

A 20% Restocking Fee will be applied to returns of ALL special order merchandise and parts .

**ELECTRICAL COMPONENTS CAN NOT BE RETURNED**

| | |
|---|---|
| Net Order: | 85,683.00 |
| Freight: | 0.00 |
| Sales Tax: | 0.00 |
| **Order Total:** | 85,683.00 |

**Order Confirmation - Email all signed orders to MDORDERS@INTERCONTRUCK.COM**

Signature _____ Date _____

Stock/VIN #: _____ PO #: _____

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

---

**Topic:**
Tank Wagon Deliveries - AC&T (Hagerstown, MD): Fuel Oil (Heating) (based on the OPIS price of 9/21/2026) $ 0.2295/unit – Total Cost $ 91,250.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_Fuel_Oil_-_AC_T.pdf | Consent Tank Wagon AC&T |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Oil

Account No: xxxxxxx-5581 CIP Control No. _____

Budget Amount: $91,250 Account Balance: $88,929 Unbudgeted Amount: $_____

Fiscal Year: 26/27 Source of Funds: General Fund, Light, Water, Wastewater, Golf

| Quantity | Description | Value |
|---|---|---|
| 1 | Fuel Oil (Heating): Tank Wagon Deliveries | $0.2295 |
| | | |
| | | |
| | Note: Bidders provide pricing based on the OPIS (Oil Price Information | |
| | Service) price of 9/21/2026. The bid price represents the vendors bid | |
| | above or below the given "per gallon" price on that specific date. | |
| | The cost of gasoline and diesel fuel will fluctuate weekly over the | |
| | course of the 12 month contract beginning on December 1, 2026. | |
| | Note: Account balance as of 11/3/2026. | |
| | TOTAL VALUE OF PROJECT | $ $ 91,250.00 |

ABOVE TO BE USED FOR: Fuel oil used for heating of city buildings for General Fund departments (Public Works, Parks), Utilities (Water, Wastewater, Light) and Golf.

**RECOMMENDED VENDOR:**

Business Name: AC&T Company, Inc.

Business Address: P.O. Box 4217

City/State/Zip: Hagerstown, MD 21741

Bid/Proposal/Quote No.: Washington County PUR-1839 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Colonial Oil Industries | Savannah, GA | $0.475 |
| Gresham Petroleum Company | Indianola, MS | $0.50 |
| Pinnacle Petroleum, Inc. | Huntington Beach, CA | $0.7214 |
| Campbell Oil Company | Elizabethtown, NC | No bid |
| Mansfield Oil Company | Gainesville, GA | No bid |
| Petroleum Traders Corporation | Fort Wayne, IN | No bid |
| | | |
| | | |

| 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. |
| X | 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 contract is a Washington County bid that includes the City of Hagerstown. The contract is for a one (1) year term beginning on December 1, 2026. There is no renewal option.

EBD 11/4/2026

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

**SUBJECT:** Contract Award (PUR-1839) for Gasoline, Diesel Fuel, and Heating Oil Deliveries

**PRESENTATION DATE:** November 17, 2026

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Office of Procurement; Zane Rowe, Deputy Director, Washington County Highway Department

**RECOMMENDED MOTION:** Move to award the bids for gasoline, diesel fuel, and heating oil transport and tank-wagon deliveries under six (6) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 9 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices as stated in its bid dated October 26, 2026.

3. Contract for **diesel tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices stated in its bid dated October 28, 2026.

5. Contract for **heating oil tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 27, 2026.

6. Contract for **heating oil transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN**, at the unit bidder factor prices as stated in its bid dated October 26, 2026.

**REPORT-IN-BRIEF:** The following tabulations attached were made from the bids received on October 28, 2026, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2026, and end on November 30, 2027. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA *"eMaryland Marketplace Advantage"* website and the County's online bidding website (Ionwave/Euna). Eleven (11) persons/companies accessed the bid document online, and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor, with Mansfield Oil Company of Gainesville deemed non-responsive due to the proposed Winter Additive not meeting the specifications as listed in the bid document. Tanker Transport deliveries have a minimum order quantity of 5,000 gallons. Tank-Wagon deliveries will be any order under 5,000 gallons.

**DISCUSSION:** The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

**FISCAL IMPACT:** Funds are available in various departmental operating budgets for this service.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Bid Tabulation

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Petroleum Traders Corporation Fort Wayne, IN | Mansfield Oil Company of Gainesville Gainesville, GA | Campbell Oil Company Elizabethtown, NC |
|---|---|---|---|---|---|---|
| | | | | Unit | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0913 | -$0.0511 | -$0.0205 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.1253 | -$0.047 | -$0.0296 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | -$0.0254 | -$0.0265 | $0.0188 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | -$0.0022 | $0.0821 | $0.0418 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.04 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | | |

**Supplier Notes**

| Line # | Supplier |
|---|---|
| 9 | **Petroleum Traders Corporation** - Product Name: 137ULSWManufacturer Name: Schaeffer |
| 9 | **Mansfield Oil Company of Gainesville** - Arsenal Coldpro |
| 3 | **Campbell Oil Company** - Bid differential is a minus (discount) of .0205. OPIS 3.3755+ (.0205) is a 3.3550 |
| 4 | Bid differential is a minus (discount) of .0296. OPIS 3.6065 + .0296 is a 5.4295 |
| 6 | Bid differential is a plus .0188. OPIS 5.4107 + .0188 is a 5.4295 |
| 8 | Bid differential is a plus .0418 OPIS 5.2590 + .0418 = 5.3008 |

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | AC&T Company, Inc. Hagerstown, MD | Colonial Oil Industries, Inc. Savannah, GA |
|---|---|---|---|---|---|
| | | | | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.2575 | $0.456 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.2575 | $0.485 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | $0.03 | -$0.075 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | $0.03 | -$0.0695 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.2575 | $0.475 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.049 | $0.0045 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.2295 | $0.475 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.1295 | $0.0143 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.0275 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

2 **AC&T Company, Inc.** - no 89 octane gas storage at bulk plant. HCCC was notified and has been receiving 87 octane gas delivreries

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Gresham Petroleum Company Indianola, MS Unit | Pinnacle Petroleum, Inc. Huntington Beach, CA Unit |
|---|---|---|---|---|---|
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.50 | $0.6834 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.50 | $0.5156 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0497 | -$0.004 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.0497 | $0.1766 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.50 | $0.7156 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.0313 | $0.083 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.50 | $0.7214 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.12 | $0.1273 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.03 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

9 **Gresham Petroleum Company** - Schaeffer Manufacturing - 137ULSWManufacturer Name: Schaeffer

9 **Pinnacle Petroleum, Inc.** - 137ULSW (#137B) Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manaufacturing Company

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

---

**Topic:**
Transport Deliveries – Petroleum Traders Corporation: Fuel Oil (Heating) (based on the OPIS price of 9/21/2026) $ 0.0022/unit – Total Cost $ 91,250.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_Fuel_Oil_-_Petroleum_Traders_Corp.pdf | Consent - Transport Petroleum Traders |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Oil

Account No: xxxxxxx-5581 CIP Control No. _____

Budget Amount: $91,250 Account Balance: $88,929 Unbudgeted Amount: $_____

Fiscal Year: 26/27 Source of Funds: General Fund, Light, Water, Wastewater, Golf

| Quantity | Description | Value |
|---|---|---|
| 1 | Fuel Oil (Heating): Transport Deliveries | -$0.0022 |
| | | |
| | | |
| | Note: Bidders provide pricing based on the OPIS (Oil Price Information | |
| | Service) price of 9/21/2026. The bid price represents the vendors bid | |
| | above or below the given "per gallon" price on that specific date. | |
| | The cost of gasoline and diesel fuel will fluctuate weekly over the | |
| | course of the 12 month contract beginning on December 1, 2026. | |
| | Note: Account balance as of 11/3/2026. | |
| | TOTAL VALUE OF PROJECT | $ $ 91,250.00 |

ABOVE TO BE USED FOR: Fuel oil used for heating of city buildings for General Fund departments (Public Works, Parks), Utilities (Water, Wastewater, Light) and Golf.

**RECOMMENDED VENDOR:**

Business Name: Petroleum Traders Corporation

Business Address: 7120 Points Inverness Way

City/State/Zip: Fort Wayne, IN 46804

Bid/Proposal/Quote No.: Washington County PUR-1839 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Colonial Oil Industries | Savannah, GA | $0.0143 |
| Campbell Oil Company | Elizabethtown, NC | $0.0418 |
| Mansfield Oil Company | Gainesville, GA | $0.0821 |
| Gresham Petroleum Company | Indianola, MS | $0.12 |
| Pinnacle Petroleum, Inc. | Huntington Beach, CA | $0.1273 |
| AC&T Company, Inc. | Hagerstown, MD | $0.1295 |
| | | |
| | | |

| 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. |
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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 The contract is a Washington County bid that includes the City of Hagerstown. The contract is for a one (1) year term beginning on December 1, 2026. There is no renewal option.

11/4/2026

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

**SUBJECT:** Contract Award (PUR-1839) for Gasoline, Diesel Fuel, and Heating Oil Deliveries

**PRESENTATION DATE:** November 17, 2026

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Office of Procurement; Zane Rowe, Deputy Director, Washington County Highway Department

**RECOMMENDED MOTION:** Move to award the bids for gasoline, diesel fuel, and heating oil transport and tank-wagon deliveries under six (6) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 9 of the bid will be contingent upon individual departmental requirements.

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**DISCUSSION:** The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

**FISCAL IMPACT:** Funds are available in various departmental operating budgets for this service.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Bid Tabulation

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Petroleum Traders Corporation Fort Wayne, IN | Mansfield Oil Company of Gainesville Gainesville, GA | Campbell Oil Company Elizabethtown, NC |
|---|---|---|---|---|---|---|
| | | | | Unit | Unit | Unit |
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**Supplier Notes**

| Line # | Supplier |
|---|---|
| 9 | **Petroleum Traders Corporation** - Product Name: 137ULSWManufacturer Name: Schaeffer |
| 9 | **Mansfield Oil Company of Gainesville** - Arsenal Coldpro |
| 3 | **Campbell Oil Company** - Bid differential is a minus (discount) of .0205. OPIS 3.3755+ (.0205) is a 3.3550 |
| 4 | Bid differential is a minus (discount) of .0296. OPIS 3.6065 + .0296 is a 5.4295 |
| 6 | Bid differential is a plus .0188. OPIS 5.4107 + .0188 is a 5.4295 |
| 8 | Bid differential is a plus .0418 OPIS 5.2590 + .0418 = 5.3008 |

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | AC&T Company, Inc. Hagerstown, MD | Colonial Oil Industries, Inc. Savannah, GA |
|---|---|---|---|---|---|
| | | | | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.2575 | $0.456 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.2575 | $0.485 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | $0.03 | -$0.075 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | $0.03 | -$0.0695 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.2575 | $0.475 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.049 | $0.0045 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.2295 | $0.475 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.1295 | $0.0143 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.0275 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

2 **AC&T Company, Inc.** - no 89 octane gas storage at bulk plant. HCCC was notified and has been receiving 87 octane gas delivreries

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Gresham Petroleum Company Indianola, MS Unit | Pinnacle Petroleum, Inc. Huntington Beach, CA Unit |
|---|---|---|---|---|---|
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.50 | $0.6834 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.50 | $0.5156 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0497 | -$0.004 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.0497 | $0.1766 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.50 | $0.7156 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.0313 | $0.083 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.50 | $0.7214 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.12 | $0.1273 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.03 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

9 **Gresham Petroleum Company** - Schaeffer Manufacturing - 137ULSWManufacturer Name: Schaeffer

9 **Pinnacle Petroleulm, Inc.** - 137ULSW (#137B) Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manaufacturing Company

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

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**Topic:**
Bulk Unleaded 87 Octane Gasoline and No. 2 Diesel Fuel Purchase (based on the OPIS price of -$0.0913/unit and -$0.0254/unit) – Petroleum Traders Corporation (Fort Wayne, IN) $ 648,425.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_-_Fuel_Inventory_Petroleum_Traders.pdf | Consent Fuel Bulk Unleaded & Diesel - Petroleum Traders |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: xxxxxxx-5431 CIP Control No. _____

Budget Amount: $648,425 Account Balance: $427,947 Unbudgeted Amount: $_____

Fiscal Year: 26/27 Source of Funds: General Fund, Light, Water, Wastewater, Golf

| Quantity | Description | Value |
|---|---|---|
| 1 | Bulk Unleaded 87 Octane Gasoline: Transport Deliveries | -$0.0913 |
| 1 | Bulk No. 2 Diesel Ultra Low Sulfur: Transport Deliveries | -$0.0254 |
| | | |
| | Note: Bidders provide pricing based on the OPIS (Oil Price Information | |
| | Service) price of 9/21/2026. The bid price represents the vendors bid | |
| | above or below the given "per gallon" price on that specific date. | |
| | The cost of gasoline and diesel fuel will fluctuate weekly over the | |
| | course of the 12 month contract beginning on December 1, 2026. | |
| | Note: Account balance as of 11/3/2026. | |
| | TOTAL VALUE OF PROJECT | $ $ 648,425.00 |

ABOVE TO BE USED FOR: Highway use of gasoline and diesel fuel for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light) and other enterprise funds such as Parking and Golf.

**RECOMMENDED VENDOR:**

Business Name: Petroleum Traders Corporation

Business Address: 7120 Points Inverness Way

City/State/Zip: Fort Wayne, IN 46804

Bid/Proposal/Quote No.: Washington County PUR-1839 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Colonial Oil Industries | Savannah, GA | -$0.075/-$0.0045 |
| Mansfield Oil Company | Gainesville, GA | -$0.0511/-$0.0265 |
| Gresham Petroleum Company | Indianola, MS | -$0.0497/$0.0313 |
| Campbell Oil Company | Elizabethtown, NC | -$0.0205/$0.0188 |
| Pinnacle Petroleum, Inc. | Huntington Beach, CA | -$0.004/$0.083 |
| AC&T Company, Inc. | Hagerstown, MD | $0.03/$0.049 |
| | | |
| | | |

| 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. |
| X | 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 contract is a Washington County bid that includes the City of Hagerstown. The contract is for a one (1) year term beginning on December 1, 2026. There is no renewal option.

EB 11/4/2026

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

**SUBJECT:** Contract Award (PUR-1839) for Gasoline, Diesel Fuel, and Heating Oil Deliveries

**PRESENTATION DATE:** November 17, 2026

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Office of Procurement; Zane Rowe, Deputy Director, Washington County Highway Department

**RECOMMENDED MOTION:** Move to award the bids for gasoline, diesel fuel, and heating oil transport and tank-wagon deliveries under six (6) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 9 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices as stated in its bid dated October 26, 2026.

3. Contract for **diesel tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices stated in its bid dated October 28, 2026.

5. Contract for **heating oil tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 27, 2026.

6. Contract for **heating oil transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN**, at the unit bidder factor prices as stated in its bid dated October 26, 2026.

**REPORT-IN-BRIEF:** The following tabulations attached were made from the bids received on October 28, 2026, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2026, and end on November 30, 2027. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA *"eMaryland Marketplace Advantage"* website and the County's online bidding website (Ionwave/Euna). Eleven (11) persons/companies accessed the bid document online, and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor, with Mansfield Oil Company of Gainesville deemed non-responsive due to the proposed Winter Additive not meeting the specifications as listed in the bid document. Tanker Transport deliveries have a minimum order quantity of 5,000 gallons. Tank-Wagon deliveries will be any order under 5,000 gallons.

**DISCUSSION:** The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

**FISCAL IMPACT:** Funds are available in various departmental operating budgets for this service.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Bid Tabulation

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Petroleum Traders Corporation Fort Wayne, IN | Mansfield Oil Company of Gainesville Gainesville, GA | Campbell Oil Company Elizabethtown, NC |
|---|---|---|---|---|---|---|
| | | | | Unit | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0913 | -$0.0511 | -$0.0205 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.1253 | -$0.047 | -$0.0296 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | -$0.0254 | -$0.0265 | $0.0188 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | -$0.0022 | $0.0821 | $0.0418 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.04 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | | |

**Supplier Notes**

| Line # | Supplier |
|---|---|
| 9 | **Petroleum Traders Corporation** - Product Name: 137ULSWManufacturer Name: Schaeffer |
| 9 | **Mansfield Oil Company of Gainesville** - Arsenal Coldpro |
| 3 | **Campbell Oil Company** - Bid differential is a minus (discount) of .0205. OPIS 3.3755+ (.0205) is a 3.3550 |
| 4 | Bid differential is a minus (discount) of .0296. OPIS 3.6065 + .0296 is a 5.4295 |
| 6 | Bid differential is a plus .0188. OPIS 5.4107 + .0188 is a 5.4295 |
| 8 | Bid differential is a plus .0418 OPIS 5.2590 + .0418 = 5.3008 |

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | AC&T Company, Inc. Hagerstown, MD | Colonial Oil Industries, Inc. Savannah, GA |
|---|---|---|---|---|---|
| | | | | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.2575 | $0.456 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.2575 | $0.485 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | $0.03 | -$0.075 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | $0.03 | -$0.0695 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.2575 | $0.475 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.049 | $0.0045 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.2295 | $0.475 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.1295 | $0.0143 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.0275 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

| Line # | Supplier |
|---|---|
| 2 | **AC&T Company, Inc.** - no 89 octane gas storage at bulk plant. HCCC was notified and has been receiving 87 octane gas delivreries |

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| | | | | Gresham Petroleum Company Indianola, MS | Pinnacle Petroleum, Inc. Huntington Beach, CA |
|---|---|---|---|---|---|
| Line # | Description | QTY | UOM | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.50 | $0.6834 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.50 | $0.5156 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0497 | -$0.004 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.0497 | $0.1766 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.50 | $0.7156 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.0313 | $0.083 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.50 | $0.7214 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.12 | $0.1273 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.03 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

9 **Gresham Petroleum Company** - Schaeffer Manufacturing - 137ULSWManufacturer Name: Schaeffer

9 **Pinnacle Petroleum, Inc.** - 137ULSW (#137B) Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manaufacturing Company

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

---

**Topic:**
Bulk Unleaded 87 Octane Gasoline and No. 2 Diesel Fuel Purchase (based on the OPIS price of $0.2575/unit and $0.2575/unit) – AC&T Co., Inc. (Hagerstown, MD) $648,425.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_Fuel_Inventory_-_AC_T.pdf | Consent Fuel Bulk Unleaded & Diesel - AC&T |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): _____

Department Director or Manager: Eric B. Deike

Account/Project Name: Fuel Inventory

Account No: xxxxxxx-5431 CIP Control No. _____

Budget Amount: $648,425 Account Balance: $427,947 Unbudgeted Amount: $_____

Fiscal Year: 26/27 Source of Funds: General Fund, Light, Water, Wastewater, Golf

| Quantity | Description | Value |
|---|---|---|
| 1 | Bulk Unleaded 87 Octane Gasoline: Tank Wagon Deliveries | $0.2575 |
| 1 | Bulk No. 2 Diesel Ultra Low Sulfur: Tank Wagon Deliveries | $0.2575 |
| | | |
| | Note: Bidders provide pricing based on the OPIS (Oil Price Information | |
| | Service) price of 9/21/2026. The bid price represents the vendors bid | |
| | above or below the given "per gallon" price on that specific date. | |
| | The cost of gasoline and diesel fuel will fluctuate weekly over the | |
| | course of the 12 month contract beginning on December 1, 2026. | |
| | Note: Account balance as of 11/3/2026. | |
| | TOTAL VALUE OF PROJECT | $ $ 648,425.00 |

ABOVE TO BE USED FOR: Highway use of gasoline and diesel fuel for General Fund departments (Public Works, Engineering, Fire, Police, etc.), Utilities (Water, Wastewater, Light) and other enterprise funds such as Parking and Golf.

**RECOMMENDED VENDOR:**

Business Name: AC&T Company, Inc.

Business Address: P.O. Box 4217

City/State/Zip: Hagerstown, MD 21741

Bid/Proposal/Quote No.: Washington County PUR-1839 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Colonial Oil Industries | Savannah, GA | $0.456 |
| Gresham Petroleum Company | Indianola, MS | $0.50 |
| Pinnacle Petroleum, Inc. | Huntington Beach, CA | $0.6834 |
| Petroleum Traders Corporation | Fort Wayne, IN | No bid |
| Mansfield Oil Company | Gainesville, GA | No bid |
| Campbell Oil Company | Elizabethtown, NC | No bid |
| | | |
| | | |

| 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. |
| X | 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 contract is a Washington County bid that includes the City of Hagerstown. The contract is for a one (1) year term beginning on December 1, 2026. There is no renewal option.

11/4/2026

Signature / Date

Signature / Date

**(2) Purchasing Agent**

COMMENTS

Signature / Date

**(3) Chief Financial Officer**

COMMENTS

Signature / Date

**(4) City Administrator**

COMMENTS

Signature / Date

Washington County MARYLAND

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

**SUBJECT:** Contract Award (PUR-1839) for Gasoline, Diesel Fuel, and Heating Oil Deliveries

**PRESENTATION DATE:** November 17, 2026

**PRESENTATION BY:** Carin Bakner, CPPB, Buyer, Office of Procurement; Zane Rowe, Deputy Director, Washington County Highway Department

**RECOMMENDED MOTION:** Move to award the bids for gasoline, diesel fuel, and heating oil transport and tank-wagon deliveries under six (6) separate contracts to the responsive, responsible bidders who submitted the lowest bids. Item No. 9 of the bid will be contingent upon individual departmental requirements.

1. Contract for **gasoline tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices as stated in its bid dated October 26, 2026.

3. Contract for **diesel tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD,** at the unit bidder factor prices as stated in its bid dated October 27, 2026.

4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN,** at the unit bidder factor prices stated in its bid dated October 28, 2026.

5. Contract for **heating oil tank-wagon deliveries** to **AC&T Company, Inc.** of **Hagerstown, MD**, at the unit bidder factor prices as stated in its bid dated October 27, 2026.

6. Contract for **heating oil transport deliveries** to **Petroleum Traders Corporation** of **Fort Wayne, IN**, at the unit bidder factor prices as stated in its bid dated October 26, 2026.

**REPORT-IN-BRIEF:** The following tabulations attached were made from the bids received on October 28, 2026, based on the bid factor submitted for the contract period that is tentatively to begin on December 1, 2026, and end on November 30, 2027. The contracts are for a one (1) year term with no option to renew. These are requirements contracts, and the County guarantees neither a maximum nor a minimum quantity.

The Invitation to Bid was advertised on the State of Maryland's eMMA *"eMaryland Marketplace Advantage"* website and the County's online bidding website (Ionwave/Euna). Eleven (11) persons/companies accessed the bid document online, and seven (7) bids were received. The bids were evaluated based on the bidder's bid factor, with Mansfield Oil Company of Gainesville deemed non-responsive due to the proposed Winter Additive not meeting the specifications as listed in the bid document. Tanker Transport deliveries have a minimum order quantity of 5,000 gallons. Tank-Wagon deliveries will be any order under 5,000 gallons.

**DISCUSSION:** The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

**FISCAL IMPACT:** Funds are available in various departmental operating budgets for this service.

**CONCURRENCES:** N/A

**ATTACHMENTS:** Bid Tabulation

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Petroleum Traders Corporation Fort Wayne, IN | Mansfield Oil Company of Gainesville Gainesville, GA | Campbell Oil Company Elizabethtown, NC |
|---|---|---|---|---|---|---|
| | | | | Unit | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0913 | -$0.0511 | -$0.0205 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.1253 | -$0.047 | -$0.0296 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | -$0.0254 | -$0.0265 | $0.0188 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | No Bid | No Bid | No Bid |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | -$0.0022 | $0.0821 | $0.0418 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.04 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | | |

**Supplier Notes**

Line # Supplier

9 **Petroleum Traders Corporation** - Product Name: 137ULSWManufacturer Name: Schaeffer

9 **Mansfield Oil Company of Gainesville** - Arsenal Coldpro

3 **Campbell Oil Company** - Bid differential is a minus (discount) of .0205. OPIS 3.3755+ (.0205) is a 3.3550

4 Bid differential is a minus (discount) of .0296. OPIS 3.6065 + .0296 is a 5.4295

6 Bid differential is a plus .0188. OPIS 5.4107 + .0188 is a 5.4295

8 Bid differential is a plus .0418 OPIS 5.2590 + .0418 = 5.3008

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | AC&T Company, Inc. Hagerstown, MD | Colonial Oil Industries, Inc. Savannah, GA |
|---|---|---|---|---|---|
| | | | | Unit | Unit |
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.2575 | $0.456 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.2575 | $0.485 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | $0.03 | -$0.075 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | $0.03 | -$0.0695 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.2575 | $0.475 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.049 | $0.0045 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.2295 | $0.475 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.1295 | $0.0143 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.05 | $0.0275 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

2 **AC&T Company, Inc.** - no 89 octane gas storage at bulk plant. HCCC was notified and has been receiving 87 octane gas delivreries

PUR-1839

Bulk Gasoline, Diesel Fuel and Heating Oil Deliveries

| Line # | Description | QTY | UOM | Gresham Petroleum Company Indianola, MS Unit | Pinnacle Petroleum, Inc. Huntington Beach, CA Unit |
|---|---|---|---|---|---|
| 1 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price As of9-21-26$3.3755Approximate Usage105,850 | 1 | BID FACTOR | $0.50 | $0.6834 |
| 2 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) Tank-wagonOpis Newsletter Price 9-21-26$3.6065Approximate Usage6,821 | 1 | BID FACTOR | $0.50 | $0.5156 |
| 3 | Gasoline Unleaded 87 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.3755Approximate Usage254,000 | 1 | BID FACTOR | -$0.0497 | -$0.004 |
| 4 | Gasoline Unleaded 89 Octane CBOB Ethanol (10%) TransportOpis Newsletter PriceAs of9-21-26$3.6065Approximate Usage145,000 | 1 | BID FACTOR | -$0.0497 | $0.1766 |
| 5 | No. 2-D Diesel Ultra Low SulfurTank-wagonOpis Newsletter Price As of9-21-26$5.4107Approximate Usage70,678 | 1 | BID FACTOR | $0.50 | $0.7156 |
| 6 | No. 2-D Diesel Ultra Low SulfurTransportOpis Newsletter Price As of 9-21-26$5.4107Approximate Usage717,000 | 1 | BID FACTOR | $0.0313 | $0.083 |
| 7 | Heating OilTank-WagonOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage120,750 | 1 | BID FACTOR | $0.50 | $0.7214 |
| 8 | Heating OilTransportOpis Newsletter PriceAs of9-21-26$5.2590Approximate Usage118,000 | 1 | BID FACTOR | $0.12 | $0.1273 |
| 9 | Please add a note containing the required information below:Winter Chemical Additive Protection (cost per gallon): $Winter Chemical Additive Protection Product Name:Manufacturer's Name: | 1 | EA | $0.03 | $0.035 |
| 10 | Bidder's Factor (Mark-Up) 1. This is the bidding basis and should include only profit, Labor, off-loading, overhead and transportation charges.2. This differential shall not include any taxes.3. Bidders may not change or add any other designations for tank wagon or transport deliveries4. The quantities listed are estimates based on past usage. Quantities may change throughout the contract period.5. Locations may be added or deleted by each entity during the life of the contract. | | | | |

**Supplier Notes**

Line # Supplier

9 **Gresham Petroleum Company** - Schaeffer Manufacturing - 137ULSWManufacturer Name: Schaeffer

9 **Pinnacle Petroleulm, Inc.** - 137ULSW (#137B) Diesel Treat 2000 Ultra Low Sulfur Winter Premium by Schaffer Manaufacturing Company

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

---

**Topic:**
Pool Chemicals – High Sierra Pools, Inc. (Arlington, VA) $ 31,228.40

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| PW_Consent_Pool_Chemicals.pdf | Consent: Pool Chemicals |

# PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: November 24, 2026 Special Session Date: _____

Originating Department: Public Works Division (if applicable): Parks

Department Director or Manager: Eric B. Deike

Account/Project Name: Potterfield Pool Improvements

Account No: 4545000-5594 CIP Control No. 45-C0822

Budget Amount: $50,250 Account Balance: $50,250 Unbudgeted Amount: $0

Fiscal Year: 26/27 Source of Funds: GF Fund Balance, CIP Fund Balance

| Quantity | Description | Value |
|---|---|---|
| 1 | Commercial Pool Filter Media Removal and Replacement | $ 31,228.40 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | TOTAL VALUE OF PROJECT | $ $ 31,228.40 |

ABOVE TO BE USED FOR: The filter media is a mixture of course and fine materials used to filter pool water of debris. Potterfield Pool uses (4) large filter tanks containing over 10 tons of filter media (sand, stone) that must be carefully removed and replaced.

**RECOMMENDED VENDOR:**

Business Name: High Sierra Pools, Inc.

Business Address: 2704 Columbia Pike

City/State/Zip: Arlington, VA 22204

Bid/Proposal/Quote No.: P1887.27 Sole Source? ____ Yes X No

| OTHER VENDORS | | |
|---|---|---|
| **Firm** | **City/State** | **Total Amount** |
| Mid Atlantic Fountain & Mfg. Co. | Baltimore, MD | $38,800.00 |
| The Pool People, Inc. | Sykesville, MD | $46,487.00 |
| Millennium Pool Renovations | Springfield, VA | $55,391.00 |
| Viva Pools, LLC | Springfield, VA | $69,981.76 |
| | | |
| | | |
| | | |
| | | |

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

**REVIEWED AND APPROVED AS FOLLOWS:**

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

COMMENTS Project was not anticipated for this fiscal year. However, funding is adequate in the CIP. Request use of an additional $3,200 as needed to cover any tank repairs not covered by the bid.

11/6/2024

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 Plan

City of Hagerstown, Maryland



| | |
|---|---|
| **Project #** | 45-C0822 |
| **Project Name** | Potterfield Pool Improvements |

| | | | |
|---|---|---|---|
| **Contact** | Deike | **Department** | Parks |
| **Type** | Improvement | **Category** | Buildings and Structures |
| **Status** | Active | **Useful Life** | 25 years |
| **Location:** | Potterfield Pool | **Year Submitted:** | 2011 |

## Description

Maintaining the pool and adding attractions periodically is essential to keeping this facility a vibrant recreation option for City residents.

FY27: Replace all door frames, doors and hardware ($37,000 - $7,000 Design, $30,000 Construction)
FY27: Patch White Coat as Needed ($10,000)
FY27: Replace Overhead Pool Lights ($32,500 - $29,250 Energy Grant, $3,250 GF Reserves). Project is dependent on Energy Grant Approval.

FY28: White coating of pool. Typical resurfacing is every 5-7 years. Resurfacing was last completed in FY20 ($125,000)

FY29: Construct Shade Structure ($40,000 - 90% POS, 10% City match GF)

FY30 - FY31: Miscellaneous Improvements ($10,000/year)

## Justification

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 | 72,500 | 125,000 | 40,000 | 10,000 | 10,000 | **257,500** |
| Planning/Design | 7,000 | 0 | 0 | 0 | 0 | **7,000** |
| **Total** | **79,500** | **125,000** | **40,000** | **10,000** | **10,000** | **264,500** |

| Funding Sources | FY 27 | FY 28 | FY 29 | FY 30 | FY 31 | Total |
|---|---|---|---|---|---|---|
| Transfers to CIP-General Fund | 0 | 125,000 | 4,000 | 10,000 | 10,000 | **149,000** |
| Grants-State Program Open Space | 0 | 0 | 36,000 | 0 | 0 | **36,000** |
| CIP Fund - GF Fund Balance | 30,250 | 0 | 0 | 0 | 0 | **30,250** |
| Grant-MEA | 29,250 | 0 | 0 | 0 | 0 | **29,250** |
| CIP Fund Balance | 20,000 | 0 | 0 | 0 | 0 | **20,000** |
| **Total** | **79,500** | **125,000** | **40,000** | **10,000** | **10,000** | **264,500** |

**City Of Hagerstown**
**Finance Department**
**Tabulation Report**

| | |
|---|---|
| **Title:** | Commercial Pool Filter Media Removal and Replacement |
| **No:** | P1887.27 |
| **Deadline Date/Time:** | 11/5/26 @ 2:00PM |
| **Contact Person:** | Tyler French |

| Company Name | Millennium Pool Renovations | Viva Pools LLC | The Pool People, Inc | High Sierra Pools, Inc | Mid Atlantic Fountain & Mfg Co Inc dba Fountain Craft |
|---|---|---|---|---|---|
| Total Cost | $ 55,391.00 | $ 69,981.76 | $ 46,487.00 | $ 31,228.40 | $ 38,800.00 |
| Vendor Forms | Yes | Yes | Yes | Yes | Yes |

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

---

**Topic:**
Water - Purchase of Fire Domestic Meters for the Large Meter Program ~ Core and Main (Martinsburg, WV) $ 49,953.58

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
|---|---|
| CONSENT_4_INCH_METERS_CORE_MAIN_11242026.pdf | CONSENT CORE&MAIN 4 INCH FD METERS |
| QUOTE_4_INCH_METERS_AND_SPOOLS_11242026.pdf | QUOTE LARGE METERS |

# 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

# Bid Proposal for Hagerstown Protectus Meter and Spools

CUSTOMER

**CITY OF HAGERSTOWN**
51 Memorial Blvd W
Hagerstown, MD 21740

**Job**
Hagerstown Protectus Meter and Spools
Hagerstown, MD
Bid Date: 10/28/2026
Bid #: 5240318

CONTACT

**Sales Representative**
Joel Shank
(T) 304-263-6986
(F) 304-263-7009
Joel.Shank@coreandmain.com

**Core & Main**
117 Industrial Circle
Martinsburg, WV 25403
(T) 3042636986

NOTES

# Bid Proposal for Hagerstown Protectus Meter and Spools

**CITY OF HAGERSTOWN**
**Job Location:** Hagerstown, MD
**Bid Date:** 10/28/2026
**Core & Main Bid #:** 5240318

**Core & Main**
117 Industrial Circle
Martinsburg, WV 25403
**Phone:** 3042636986
**Fax:** 3042637009

| Seq# | Qty | Part Number | Description | Units | Price | Ext Price |
|---|---|---|---|---|---|---|
| 10 | 4 | 43EP7C1RPHG21S221 | 4 HP PROTECTUS III S PROCODER FLG GAL POTTED TO 25' PIT W/8 | EA | 11,897.00 | 47,588.00 |
| | | | ID EP7C1RPHG21S221 | | | |
| | | | LEAD TIME | | | |
| 30 | 7 | NS | FORD SPOOL-4D-4D-IP7-L6-E | EA | 337.94 | 2,365.58 |
| | | | 3 WEEK LEAD TIME | | | |
| | | | | | **Sub Total** | **49,953.58** |
| | | | | | **Tax** | 0.00 |
| | | | | | **Total** | **49,953.58** |

**Branch Terms:**
This quotation represents Core & Main's interpretation of the plans and specifications as of the date of this document and is provided solely as an aid to bidding. Customers are responsible for verifying all materials and quantities prior to bidding or ordering. Prices are based on purchase of the quoted materials in their entirety and assume full truckload freight-paid releases; lesser quantities may incur additional shipping and handling charges. All quoted prices exclude applicable sales taxes. Prices are subject to change if scope, specifications, or quantities are altered, or due to factors such as government regulations, tariffs, transportation, fuel, and raw material costs.

PVC pipe pricing is based on availability at the time of shipping unless otherwise noted. HDPE pricing is valid for 10 days from the quote date and may be revised if quantities change. Quoted prices are firm for shipment within 30 days of the quote date unless otherwise noted. Special-order or non-stock item

**UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT:** https://coreandmain.com/terms-of-sale/

**THIS BID MAY INCLUDE GLOBALLY SOURCED (IMPORTED) MATERIALS THAT ARE SUBJECT TO CHANGING TARIFFS. PRICES ARE SUBJECT TO CHANGE DUE TO POTENTIAL ADDITIONAL TARIFFS IMPOSED BY THE U.S. GOVERNMENT. IF IMPOSED, PRICES WILL INCREASE BY THE SAME PERCENTAGE AND WILL BE EFFECTIVE ON THE DATE THAT THE NEW TARIFFS ARE IMPLEMENTED. THESE ITEMS SHOULD BE PURCHASED WITH HASTE TO AVOID ANY ADDITIONAL RISING TARIFF COSTS.**

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

---

**Topic:**
Water - Edgemont Reservoir Repairs to Sluice Gate on Intake Structure ~ Carl Belt, Inc (Cumberland, MD) $119,300.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
|---|---|
| CONSENT_BELT_SLUICE_GATE_REPAIR.pdf | CONSENT BELT SLUICE GATE |
| QUOTE_BELT_SLUICE_GATE_REPAIR_11242026.pdf | QUOTE SLUICE GATE |
| BUDGET_TRANSFER_WORKSHEET_FY2027.pdf | BUDGET TRANSFER WORKSHEET |

# 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 |
|---|---|---|
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| | | |
| | **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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| 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

# 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, MD 21501-1210


October 28, 2026

City Of Hagerstown
1 Clean Water Circle
Hagerstown, Md 21740

***RE: EDGEMONT RESERVOIR – REPLACE STEMS & GUIDES ON (2) 12" SLUICE GATES***

Dear Mr. Tyler Puffenberger,

Carl Belt, Incorporated is pleased to present our proposal for the project referenced above. Our scope of work is as follows:

**SCOPE OF WORK**

- Provide temporary access items to reach existing stems and guides
- Remove existing stems and stem guides for (2) 12" sluice gates
- Check and lubricate existing gates to ensure they are free working
- Furnish and install new stems, thrust nuts, and stem guides for (2) 12" sluice gates
- Adjust and test operation of existing gates and actuators
- Remove temporary access items

**PRICE . . . . . $99,300.00**

**EXCLUSIONS/CLARIFICATIONS**

- Price **excludes** relocating existing equipment, electric conduits, lighting, or items stored in the work area
- Price **excludes** disassembling or reassembling existing sluice gates if they are found to be seized up

If you should have any questions regarding this quote, please do not hesitate to contact me.

Sincerely,

**CARL BELT, INCORPORATED**

Jared Burkett
Vice President

CB-26-137

SHERWOOD LOGAN

| QUOTATION | | |
|---|---|---|
| DATE | NUMBER | PAGE |
| 10/27/2026 | 0004468 | 1 of 1 |

BILL TO
CBC004
CARL BELT CONSTRUCTION
PO BOX 1210
CUMBERLAND, MD 215011210
US

SHIP TO
CARL BELT CONSTRUCTION
SMITHSBURG RESERVOIR

PREPARED BY:SHERRY PLUMMER
SPLUMMER@SHERWOODLOGAN.COM

ATTENTION:

JARED BURKETT 301-729-8900 EWOODS@THEBELTGROUP.COM JBURKETT@THEBELTGROUP.COM

PROJECT NO:

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

TERMS: NET 30 DAYS

| CUSTOMER REF/PO# | JOB TITLE | SLP | SHIPPING TYPE |
|---|---|---|---|
| RFQ | HAGERSTOWN, MD, RODNEY HUNT SP26-282 | JAL/SAP | BEST WAY PP&ADD |

| QTY | PART | DESCRIPTION | UNIT PRICE | EXTENDED |
|---|---|---|---|---|
| 1 | E-42184 | SS316 Stem: 1.25", LH(3-Piece) With Coupling & Thrust Nut | $10,256.41 | $10,256.41 |
| 8 | E-15916-01 | Stem Guide Assembly, 1.25" | $2,307.69 | $18,461.52 |

LEAD TIME: 10/12 WEEKS

Material for 1 Gate

This quote is subject to and incorporates by reference Sherwood Logan Associates Standard Terms & Conditions and manufacturer's warranty, which will be provided upon request.

- Quote is valid for 30 days.
- Please include the quote number (listed at the top of this page) when placing your order.
- Credit card payments are subject to an additional 4% charge.
- No taxes of any kind are included in this proposal.

**TOTAL: $28,717.93**

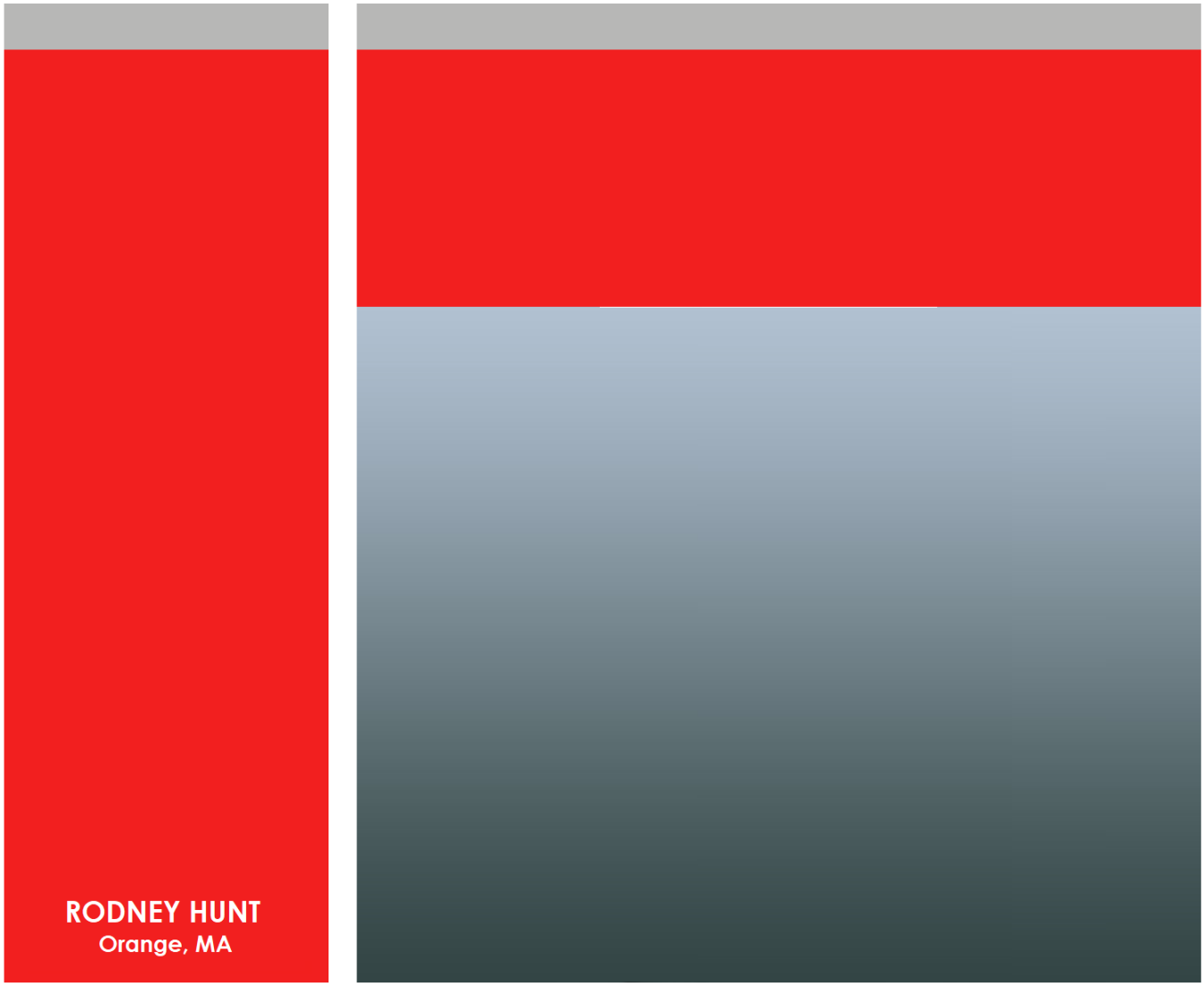
ESTABLISHED 1840

# SCOPE OF SUPPLY

**PRODUCT** : STEM, COUPLING, THRUST NUT & STEM GUIDES

**PROJECT** : HAGERSTOWN, MD

**DATE** : OCTOBER 27TH, 2026



| | |
|---|---|
| **Dated:** | **October 27th, 2026** |
| **To:** | **All Bidding Contractors** |
| **Project:** | **Hagerstown, MD** |
| **Rodney Hunt Representative:** | **John Logan, Sherwood Logan & Associates, (410) 980-8763** |

Rodney Hunt as OEM is pleased to offer the following proposal for stainless steel stem, coupling, thrust nut and stem guides for existing 12" dia Rodney Hunt made sluice gate.

**Item #1** **Stainless Steel Stem -**
**Qty: 1 Unit**

| | |
|---|---|
| Drawing Referred | **E-42184** |
| Location | **Control Tower** |
| Diameter | 1.25" |
| Top Stem | 18' 8" Long |
| Middle Stem | 16' 3" Long |
| Bottom Stem | 16' 8" Long |
| Hand Of Thread | Left Hand |

**Item #2** **Bronze Coupling -**
**Qty: 2 Units**

| | |
|---|---|
| Drawing Referred | **E-42184** |
| Location | **Control Tower** |
| Diameter | 1.25" |
| Hand Of Thread | Left Hand |

**Item #3** **Bronze Thrust Nut -**
**Qty: 1 Unit**

| | |
|---|---|
| Drawing Referred | **E-42184** |
| Location | **Control Tower** |
| Diameter | 1.25" |
| Hand Of Thread | Left Hand |

**Item #4** **Stem Guide Assembly -**
**Qty: 8 Units**

| | |
|---|---|
| Drawing Referred | **E-42184** |
| Location | **Control Tower** |
| Diameter | 1.25" |

**PRICE: $_____**

**MATERIAL OF CONSTRUCTION FOR VARIOUS COMPONENTS:**

| | |
|---|---|
| Stem | : Stainless Steel ASTM A276 Type 316 |
| Coupling | : Bronze |
| Thrust Nut | : Bronze |
| Stem Guide Bracket | : Cast Iron |
| Guide Halves | : Cast Iron |
| Bushings | : Bronze |

**EXCLUSIONS:**

- Taxes
- Offloading & Installation
- Concrete, Grout, Gasket/Sealants/Mastic, Epoxy capsules for anchors are not included
- Lubrication for stem, gear units and bearing
- Field Finish Painting
- Spare Parts & Special Tools
- Wall Thimble
- Electric Actuator & Portable Operator
- Pedestal
- 5001.5 Hoist Head
- Floor Mounted Stem Guide

**NOTES:**

- Prices are only valid if all line items on this scope are ordered.
- Customer to re-use existing anchor bolts for mounting stem guide bracket.

**PAYMENT TERMS:**

- 100% upon delivery of equipment (Net 30 days)

All payment terms stated above are subject to credit approval prior to delivery.

**DELIVERY:**

- 10-12 weeks to job site after G.A drawing approval/ release for manufacturing.
- Our offer is based on a maximum of 1 shipment for gates and gate accessories. If your project schedule needs additional (partial) gate shipments on account of your project schedule, please contact us for a freight adder.

**FIELD SERVICES:**

- Site services for start-up & training are not included.

| ACCOUNT SUMMARY | | BUDGET TRANSFER | |
|---|---|---|---|
| | | EDGEMONT SLUICE GATE REPAIR | Nov-26 |
| ACCOUNT | | 5285001-5814-C0168 | 5285001-C0117 |
| BUDGET | | $ 5,100,000.00 | $ 580,000.00 |
| CASH FUNDED | | $ 100,000.00 | $ 580,000.00 |
| ACTUAL | | $ - | $ - |
| PREVIOUS TRANSFER | | $ - | $ (50,000.00) |
| ENCUMBRANCES | FY27 | $ - | $ (221,181.15) |
| | | $ - | |
| | | | |
| AVAILABLE | | $ 100,000.00 | $ 308,818.85 |
| | | | |
| BUDGET TRANSFER | | $ 25,000.00 | $ (25,000.00) |
| | | | |
| NEW ACCT BALANCE | | $ 125,000.00 | $ 283,818.85 |

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

---

**Topic:**
Water - Purchase Meters for the Residential Meter Replacement Program - LB Water Service, Inc. (Chambersburg, PA) $924,536.55

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
|---|---|
| CONSENT_RESIDENTIAL_METERS_LB_WATER_11242026.pdf | CONSENT LB WATER RESIDENTIAL METERS |
| QUOTE_05_METERS.pdf | QUOTE 5/8-INCH METERS |
| QUOTE_DUAL_PORT_MXUS.pdf | QUOTE DUAL PORT MXUS |
| QUOTE_RESIDENTIAL_METERS_06_AND_SINGLE_PORT_MXU.pdf | QUOTE 3/4-INCH METERS |

# 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 |
|---|---|---|
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| | **TOTAL VALUE OF PROJECT** | $ |

ABOVE TO BE USED FOR: _____

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_____

_____

**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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| 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

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267345 | |
| Quote Date | Page |
| 11/03/2026 | 1 of 2 |

Quote Expires On: 12/11/2026

**Proposal Submitted to:** 12865
CITY OF HAGERSTOWN
ATT: LAURIE MARTIN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

301-791-2690

**Ship To:**
CITY OF HAGERSTOWN
WATER DEPARTMENT
51 WEST MEMORIAL BOULEVARD
HAGERSTOWN, MD 21740
US
Requested By: Allan Largent

| PO/Job Name | Salesperson | Entered By |
|---|---|---|
| 5/8 METERS | Travis Shover | BOB_MORT |

| Quantity Quoted | Quantity UOM | Item ID / Item Description | Unit Price | Extended Price |
|---|---|---|---|---|
| 1,500.00 | EA | 2IPERL+TRPL5G<br>5/8IN IPERL+ METER TRPL 100 GAL 5 WHEEL<br>7-1/2IN LL 2-WIRE 6FT CABLE LESS HOUSING (IX1S1GGXXXXXXXD) | $203.66 | $305,490.00 |

***Delivery Instructions:*** WATER DEPT.
TAKE I-81 SOUTH TOWARD HAGERSTOWN. TAKE EXIT 6A TO MERGE ONTO US-40 E/NATIONAL PIKE TOWARD HAGERSTOWN. TURN RIGHT AT SOUTH POTOMAC STREET. TURN RIGHT AT MEMORIAL BLVD WEST.

This quotation may include pricing for products not in our inventory. Due to current supply chain and other market disruptions, pricing of materials not currently in our inventory is subject to change. In light of the foregoing, pricing and availability of such materials cannot be guaranteed until such time that the materials are in stock and shipped to you. This quotation is strictly for budgetary purposes and represents pricing and availability based on the current market conditions but is subject to change. This term supersedes all other contractual and terms of sale provisions. Thank you for your patience and understanding.

*Total Lines: 1*

| | |
|---|---|
| **SUB-TOTAL:** | 305,490.00 |
| **TAX:** | 0.00 |
| **EXTENDED QUOTE $$:** | **305,490.00** |

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267345 | |
| Quote Date | Page |
| 11/03/2026 | 2 of 2 |

Quote Expires On: 12/11/2026

| Quantity | | Item ID<br>Item Description | Unit Price | Extended Price |
|---|---|---|---|---|
| Quoted | UOM | | | |

**L/B Water Service, Inc.**
**TERMS AND CONDITIONS OF SALE**

**Please see full terms and conditions at www.lbh2o.com. These terms and conditions (these "Terms") apply to the purchase and sale of products ("Goods") from L/B Water Service, Inc. (the "Seller") and are subject to change by Seller without prior written notice at any time, at Seller's sole discretion. Any purchases by Purchaser after written notice by Seller of such changes either via its website or other writing will constitute Purchaser's acceptance of and agreement to the Terms.**

I/we, _____, hereby agree to purchase the goods presented on this quotation and to accept the terms and conditions listed above.

_____ _____ _____
Signature Title Date

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267493 | |
| Quote Date | Page |
| 11/04/2026 | 1 of 2 |

Quote Expires On: 11/11/2026

**Proposal Submitted to:** 12865
CITY OF HAGERSTOWN
ATT: LAURIE MARTIN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

301-791-2690

**Ship To:**
CITY OF HAGERSTOWN
WATER DEPARTMENT
51 WEST MEMORIAL BOULEVARD
HAGERSTOWN, MD 21740
US
Requested By: Allen Largent
Cell Phone: 301-331-0428

| PO/Job Name | Salesperson | Entered By |
|---|---|---|
| VERBAL ALLAN | Travis Shover | TRAVIS_SHOVER |

| Quantity Quoted | UOM | Item ID / Item Description | Unit Price | Extended Price |
|---|---|---|---|---|

***Delivery Instructions:*** WATER DEPT.
TAKE I-81 SOUTH TOWARD HAGERSTOWN. TAKE EXIT 6A TO MERGE ONTO US-40 E/NATIONAL PIKE TOWARD HAGERSTOWN. TURN RIGHT AT SOUTH POTOMAC STREET. TURN RIGHT AT MEMORIAL BLVD WEST.

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| | | | | |
|---|---|---|---|---|
| 405.00 | EA | MXU520M-W-2<br>FLEXNET MIGRATEABLE MXU - PIT VERSION<br>WIRED DUAL PORT | $296.51 | $120,086.55 |

*Total Lines: 1*

| | |
|---|---|
| **SUB-TOTAL:** | 120,086.55 |
| **TAX:** | 0.00 |
| **EXTENDED QUOTE $$:** | **120,086.55** |

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267493 | |
| Quote Date | Page |
| 11/04/2026 | 2 of 2 |

Quote Expires On: 11/11/2026

| Quantity | | Item ID<br>Item Description | Unit Price | Extended Price |
|---|---|---|---|---|
| Quoted | UOM | | | |

**L/B Water Service, Inc.**
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_____ _____ _____
Signature Title Date

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267309 | |
| Quote Date | Page |
| 11/03/2026 | 1 of 2 |

Quote Expires On: 12/11/2026

**Proposal Submitted to:** 12865
CITY OF HAGERSTOWN
ATT: LAURIE MARTIN
51 WEST MEMORIAL BLVD.
HAGERSTOWN, MD 21740

301-791-2690

**Ship To:**
CITY OF HAGERSTOWN
WATER DEPARTMENT
51 WEST MEMORIAL BOULEVARD
HAGERSTOWN, MD 21740
US
Requested By: Allan Largent

| PO/Job Name | Salesperson | Entered By |
|---|---|---|
| METERS AND MXUS | Travis Shover | BOB_MORT |

| Quantity Quoted | UOM | Item ID / Item Description | Unit Price | Extended Price |
|---|---|---|---|---|
| 1,200.00 | EA | 3IPERL+TRPL5G<br>3/4IN IPERL+ METER TRPL 100 GAL 5 WHEEL<br>9IN LL 2-WIRE 6FT CABLE LESS HOUSING (IX3S1GGXXXXXXXD) | $220.30 | $264,360.00 |
| 1,200.00 | EA | MXU520M-TC-1<br>FLEXNET MIGRATEABLE MXU - PIT VERSION<br>TOUCHCOUPLER SINGLE PORT | $195.50 | $234,600.00 |

***Delivery Instructions:*** WATER DEPT.
TAKE I-81 SOUTH TOWARD HAGERSTOWN. TAKE EXIT 6A TO MERGE ONTO US-40 E/NATIONAL PIKE TOWARD HAGERSTOWN. TURN RIGHT AT SOUTH POTOMAC STREET. TURN RIGHT AT MEMORIAL BLVD WEST.

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*Total Lines: 2*

| | |
|---|---|
| **SUB-TOTAL:** | 498,960.00 |
| **TAX:** | 0.00 |
| **EXTENDED QUOTE $$:** | **498,960.00** |

# QUOTATION

L/B Water Service, Inc.
427 SKELLY ROAD
CHAMBERSBURG, PA 17202
717-264-8445

| Quote Number | |
|---|---|
| 2267309 | |
| Quote Date | Page |
| 11/03/2026 | 2 of 2 |

Quote Expires On: 12/11/2026

| Quantity | | Item ID<br>Item Description | Unit Price | Extended Price |
|---|---|---|---|---|
| Quoted | UOM | | | |

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_____ _____ _____
Signature Title Date

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

---

**Topic:**
Wastewater - Pelletizer Cake Pump Replacement ~ Geiger Pump and Equipment Company (Baltimore, MD) $73,126.96

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
|---|---|
| CONSENT_PELLETIZER_CAKE_PUMP_REPLACEMENT_11242026.pdf | CONSENT GEIGER PUMPS PELLETIZER CAKE PUMP |
| QUOTE_MOYNO_CAKE_PUMP_REPLACEMENT.pdf | QUOTE GEIGER CAKE PUMP |
| MOYNO_GEIGER_PUMP_AND_EQUIPMENT_SOLE_SOURCE_LETTER.pdf | SOLE SOURCE CORRESPONDENCE |

# 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 |
|---|---|---|
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| | | |
| | **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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| 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

Geiger Pump & Equipment Co.
8924 Yellow Brick Road
Baltimore, MD 21237
410.682.2660 *phone*
410.682.4750 *fax*

Date: November 5, 2026

To: Synagro - Hagerstown WWTP
Attention: Brett Newman

From: Irene Pais Email: IPais@geigerinc.com

Quote #: Q-261102-31919-P5 - 0
Reference: Moyno Cake Pump Replacement

Thank you for giving us the opportunity to provide you with this quotation.

Per your request, we are pleased to offer the following:

| | |
|---|---|
| **Description:** | Cake pump replacement pump, with heavy duty bridge breaker. Pump motor, baseplate and coupling to be reused. |
| **Price Per Unit:** | $73,126.96 |
| **Quantity:** | 1 |
| **Extended Price:** | $73,126.96 |
| **Lead Time:** | 18-20 weeks |

All prices are valid for 15 days and are quoted FOB shipping point and are offered per our standard terms and conditions included here. Freight will be Prepaid and Added.

Please let me know if you have any questions or require any additional information.

Best regards,

Irene Pais
Sales Engineer

Geiger Pump & Equipment Co.
8924 Yellow Brick Road
Baltimore, MD 21237
410.682.2660 *phone*
410.682.4750 *fax*

## TERMS AND CONDITIONS

PRICING: Quotations are valid for acceptance within 15 days from the date of the proposal. Prices quoted are net and will be held firm, except as noted in this document, for the delivery period quoted provided we have received an acceptable written purchase order, and all submittal data is approved and returned to us within 60 days from date submitted. We do not accept responsibility for typographical errors. Geiger will make efforts to avoid price changes due to government-imposed tariffs. We reserve the right to pass on unavoidable charges.

ESCALATION: In the event that the completion of the purchase order is materially delayed by the convenience of the Purchaser, the Purchaser agrees to additionally pay for the resulting documented price increases in the cost of the supplied items, including storage costs that may be incurred by the Seller.

SALES TAX: Geiger Pump & Equipment is required to charge applicable sales tax on all items for which a tax exemption certificate has not been provided. Tax exemption certification is the responsibility of the purchaser.

PAYMENT TERMS: Invoices rendered to the Purchaser are payable upon receipt of the invoice. For all purchases with established credit, terms are net 30 days from the date of shipment. A credit card surcharge of 3% will be applied to all transactions paid using a credit card. All payment must be in U.S. Dollars. All equipment is invoiced on date of shipment. Partial shipments and partial payment to be allowed unless otherwise noted.
A 1-1/2% per monthly carrying charge will apply to all amounts due which exceed 30 days.

NONCANCELLATION: Purchaser may not cancel or terminate for convenience, or direct suspension of manufacture, except on mutually acceptable terms.

FREIGHT POLICY: Unless otherwise stated in the quotation, all merchandise is F.O.B. manufacturer's plant.

WARRANTY: Any warranty given is the minimum required by law. Products sold by Geiger Pump & Equipment have a LIMITED WARRANTY for materials and workmanship only. This warranty is for a period not to exceed one year from shipment, and Geiger Pump & Equipment's liability in all events is limited to and shall not exceed the purchase price paid. Repair or replacement will be a Geiger Pump and Equipment Company, option. ANY LIABILITY FOR CONSEQUENTIAL AND INCIDENTAL DAMAGE IS EXPRESSLY DISCLAIMED. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY: OR FITNESS FOR A PARTICULAR USE OR PURPOSE, NOR ANY OTHER WARRANTY WHICH EXTENDS BEYOND THE DESCRIPTION ON THE FACE THEREOF. Most products sold by Geiger Pump & Equipment are covered by a manufacturer's warranty. When warranted by the manufacturer, Geiger Pump & Equipment will pass on such warranty to the customer and be limited to the terms of that warranty. The manufacturer's warranty is then given in lieu of any and all warranties, express or implied, by Geiger Pump & Equipment. Copies of the manufacturer's warranties are available through Geiger Pump & Equipment at no charge when requested by the customer.

DESTINATION: All products sold are for domestic use only, unless specifically documented otherwise by purchaser. Export and re-export sales must comply in all respects with the laws and regulations of the United States, the intended use and destination must be documented and approved by Geiger Pump & Equipment, and minimum billing is two hundred and fifty (250) dollars net.

ADDITIONAL TERMS AND CONDITIONS: Geiger Pump & Equipment shall not be liable for any damages suffered by the buyer for any delays in delivery of goods. Purchase Orders made out directly to the equipment manufacturer may be subject to the terms and conditions of that manufacturer in addition to those stated herein. Return of goods is within the discretion of Geiger Pump & Equipment. A copy of Geiger Pump & Equipment's written return policy will be provided upon request.

October 23, 2026

Click here to enter text.

To Whom it May Concern,

Please be advised that NOV is the only OEM manufacturer of **Moyno® and Chemineer®** equipment worldwide. All other named parts are considered replicated and do not meet Moyno and Chemineer's standards for materials or fitment.

NOV has contracted Geiger Pump and Equipment Company as the sole authorized distributor and factory authorized Certified Service Facility (CSF) for Moyno® and Chemineer® products in **Maryland**. Accordingly, all Moyno® and Chemineer® pumps, pipeliners, ginders, mixers, gearboxes, parts, and service are available through Geiger Pump and Equipment Company.

We appreciate the opportunity to be of service to you. If you have any questions, please do not hesitate to contact me.

Respectfully yours,

David Brewer

David Brewer
Regional Sales Manager – Moyno/Chemineer
**NOV Fluid Motion Solutions**
Process and Flow Technologies | Industrial Solutions

T 937-454-3314
F 937-4544674
nov.com/PFT

5870 Poe Ave
Dayton, OH 45414

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

---

**Topic:**
Wastewater - Pump Station 4 Upgrade - Engineering Services ~ Hazen and Sawyer (Baltimore, MD) $384,518.00

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
|---|---|
| CONSENT_HAZEN_PUMP_STATION_4_DESIGN_11242026.pdf | CONSENT HAZEN PS4 UPGRADE ENGINEERING |
| PROPOSAL_HAZEN_WW_PS4_UPGRADES_11242026.pdf | PROPOSAL HAZEN AND SAWYER PS4 |

# 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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**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

Hazen

# CITY OF HAGERSTOWN UTILITIES DEPARTMENT

# ENGINEERING SERVICES FOR WATER AND WASTEWATER INFRASTRUCTURE PROJECTS

## HAZEN AND SAWYER (HAZEN)

## SEWAGE PUMP STATION NO. 4 UPGRADES

## September 9, 2026

## PROJECT UNDERSTANDING/BACKGROUND

The City is requesting assistance from Hazen and Sawyer (Hazen) to provide engineering design associated with upgrades to the City-owned and operated Sewage Pump Station No. 4, located immediately upstream of the City's wastewater treatment plant. A separate evaluation has identified multiple developments in the vicinity that are tying into the City's wastewater collection system, resulting in the need for upgrades to the existing Sewage Pump Station No. 4.

## SCOPE OF SERVICES

The project consists of providing engineering design, development of Contract Drawings and Specifications, bid and award services, and permitting. This proposal includes project administration, engineering design and permitting, development of Contract Documents outlining pump station improvements, and bid/award support services. All work will be completed in accordance with the following standards:

- Federal, State, and County laws, regulations, and codes
- Maryland Department of Environment (MDE) guidelines
- ANSI (American National Standards Institute) Standards

Hazen

### *TASK A: Project Management and Meetings*

Hazen will provide general oversight and direction for the project over the course of its execution. Specific project management related activities will consist of the following:

1. Project Management

- Provide overall management of the project team and ensure that the project is being performed on schedule and key milestones are being met.
- Provide internal QA/QC review at key milestones over the duration of project execution.

2. Kick-Off Meeting

- Hazen will prepare and distribute an agenda prior to each scheduled meeting and prepare and distribute meeting minutes. A kick-off meeting will be held approximately two (2) weeks after receipt of the Notice to Proceed.

3. Task Schedule and Progress Reports

- Hazen will prepare a schedule for the performance of the work under this Task. The schedule will outline the major tasks to be completed under this Task. The schedule will identify projected submittal dates for key work deliverables as outlined within this proposal. Project updates, submitted at the invoicing interval, will include adjustments to the schedule, as needed.

4. Progress Meetings

- Additional meetings will be scheduled throughout the course of the project as needed, at the request of the City or Hazen, to meet Task objectives. A total of ten (10) project meetings are assumed for this scope.
- Hazen will submit an electronic format agenda in advance of each meeting, prepare the meeting minutes, and submit the minutes to all attendees in electronic format within five (5) business days after the meeting.

5. QA/QC

- Quality assurance/quality control procedures will be employed to maintain quality of all deliverables. These procedures include the use of quality assurance audits of the workflow processes, and other measures necessary to provide a deliverable of a quality meeting industry standards. A quality control review will be conducted

on each submittal prior to delivery to the City. These reviews apply to all technical memoranda and field gathered data developed for this Task. Members of in-house staff, including subject matter experts and staff not associated with the day-to-day activities of the Task, will be selected to perform these reviews.

### *TASK B: Data Collection and Analysis*

1. Review of Existing Documentation
    - Under this task, Hazen will review the City's as-built drawings associated with the existing Pump Station No. 4 and force main, and the operation of that facility. From the available data, Hazen will identify the pertinent sheets required for the detailed design services.
    - Pump curves, O&M manuals, and available SCADA data will also be reviewed and utilized in supporting the design services included herein.
    - Hazen will also leverage the sewer hydraulic model that was constructed for this project to assess the final hydraulic conditions.
2. Site Visits
    - Hazen will perform a site visit to confirm and supplement City provided as-built information, as needed for the design, bid, and award of the upgrades to the existing Pump Station No. 4. Construction Phase Services will be a separate Amendment, at a later date.

### *TASK C: Detailed Design Services (Design Memo, 60%, 100%, Bid Ready)*

1. Design Memorandum
    - Design criteria and equipment sizing assumptions shall be included as part of the Design Memorandum.
    - The Design Memorandum will also address evaluation of alternative upgrades at Pump Station No. 4. Alternatives to be evaluated include adding pumps, upgrading impellers, upgrading all existing pumps, and adding a third pump, as needed to meet proposed future capacities.
2. Survey
    - Hazen will perform a topographic survey of the project site to support the planning and design of the proposed improvements. The survey will include the collection of horizontal and vertical location data for existing site features, including visible utilities and structures, roadways, sidewalks, curbs, drainage features, buildings, fences, and other relevant

improvements within the designated project limits. An allowance of $15,000 has been included.

3. Sub-surface Investigations
    - Geotechnical evaluations including soil borings, laboratory, and field testing will be performed to gather location and depth specific information based on the potential station upgrades. An allowance of $15,000 has been included.

4. Contract Drawings (60%, 90%, 100%, Bid Ready)
    - Hazen will prepare Contract Drawings for the proposed pump station upgrades based on the Final Design Memorandum.

5. Contract Specifications (60%, 90%, 100%, Bid Ready)
    - Hazen will prepare Front End Documents and Technical Specifications associated with the pump station upgrades.

6. Engineers Estimate of Probable Construction Cost (60%, 90%, 100%, Bid Ready)
    - Hazen shall develop and maintain a detailed cost estimate for construction of the work. Construction cost estimates shall be provided with the 60%, 90%, 100%, and Bid-ready submittals.

7. Construction Schedule
    - Hazen will prepare a suggested construction schedule for the recommended work. This shall include a suggested sequence of construction and identification of key maintenance of plant operation (MOPO) considerations.

***TASK D: Bid Phase Services***

1. Bid Document Administration
    - Hazen shall assist the City with preparing an advertisement for bid and coordinating distribution of Contract Documents for bidding to all qualified bidders.

2. Pre-Bid Conference
    - Hazen shall make a formal presentation of the project at the pre-bid conference and be available to answer Contractor questions/comments regarding the work.

3. Prepare Addenda
    - Hazen shall receive Contractor questions regarding the work and investigate/prepare appropriate answers in up to two (2) addendums

to the Contract Documents. Responses shall include modifications to the Contract Documents, such as supplemental specifications and/or drawings, as required to clearly communicate the intent of the work.

4. Evaluate Bids
    - Hazen shall assist in the review and evaluation of the bids. Hazen shall prepare a letter of recommendation.

Construction phase services will be a separate Amendment at a later date.

## DELIVERABLES

Deliverables will be a draft and final Design Memorandum, as well as 60%, 90%, 100%, and Bid Ready Contract Documents.

## COMPENSATION

Hazen is proposing an initial budget of **$344,518.00** for engineering support services and direct expenses associated with the *Sewage Pump Station No. 4 Upgrades* project, as described above. This assumes Hazen's staff will assist the City in the above engineering areas, as requested by the City.

If additional support is needed, over and above the amount included herein, an amendment will be agreed upon with the City and Hazen.

## CITY OF HAGERSTOWN RESPONSIBILITIES

City responsibilities will be defined as agreed upon with the City and prior to work beginning. A preliminary list of City responsibilities is included below.

- Provide all as-builts for Pump Station No. 4.
- Provide all other available data to complete the proposed work.

Hazen

## MILESTONE DELIVERY

| Milestone | Duration | Date |
|---|---|---|
| Design Memorandum | 2 months | From NTP |
| City Review Period | 2 weeks | From Design Submittal |
| 60% Design Documents | 4 months | From Design Memo Comments |
| City Review Period | 2 weeks | From Design Submittal |
| 90% Design Documents | 3 month | Following Comment Receipt |
| City Review Period | 2 weeks | From Design Submittal |
| 100% Design Documents | 1.5 month | Following Comment Receipt |
| Bid Ready Documents | 2 weeks | Following 100% Submittal |

**CITY OF HAGERSTOWN UTILITIES DEPARTMENT**

**Engineering Services for Water and Wastewater Infrastructure Projects**

**Sewage Pump Station No. 4 Upgrades**

**Attachment A - Engineering Fee Estimate**

| LABOR COSTS | STAFFING HOURS | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| TASK DESCRIPTION / *Employee Classification* | Principal | Senior Associate | Associate | Senior Principal Engineer | Principal Engineer | Principal Designer | Technical Administrator/Senior Administrator | Subtotal Hours |
| *Average Hourly Rate* | $100.00 | $90.00 | $70.00 | $60.00 | $55.00 | $40.00 | $30.00 | |
| A Project Administration | 20 | 76 | 80 | 0 | 16 | 0 | 0 | 192 |
| Part A Total | $2,000 | $6,840 | $5,600 | $0 | $880 | $0 | $0 | $15,320 |
| 1 Project Management | 6 | 24 | | | | | | 30 |
| 2 Kick-Off Meeting | 2 | 4 | 4 | | 4 | | | 14 |
| 3 Task Schedule and Progress Reports | | 12 | | | | | | 12 |
| 4 Progress Meetings | | 12 | 12 | | 12 | | | 36 |
| 5 QA/QC | 12 | 24 | 64 | | | | | 100 |
| B Data Collection and Analysis | 0 | 16 | 16 | 0 | 16 | 0 | 0 | 48 |
| Part B Total | $0 | $1,440 | $1,120 | $0 | $880 | $0 | $0 | $3,440 |
| 1 Review of Existing Documentation | | 8 | 8 | | 8 | | | 24 |
| 2 Site Visits | | 8 | 8 | | 8 | | | 24 |
| | | | | | | | | |
| C Detailed Design Services (Design Memo, 60%, 90%, 100%, and Bid Ready) | 40 | 248 | 340 | 236 | 40 | 362 | 0 | 1266 |
| Part C Total | $4,000 | $22,320 | $23,800 | $14,160 | $2,200 | $14,480 | $0 | $80,960 |
| 1 Design Memorandum | 4 | 80 | 80 | 16 | 24 | 80 | | 284 |
| 2 Survey | | 8 | | | | 12 | | 20 |
| 3 Subsurface Investigations | | 8 | | | | | | 8 |
| 4 Pump Station No.4 Upgrades Contract Drawings (60%, 90%, 100%, and Bid Ready) | 16 | 64 | 120 | 140 | | 240 | | 580 |
| 5 Contract Specifications (60%, 90%, 100%, and Bid Ready) | 16 | 64 | 80 | 80 | | | | 240 |
| 6 Engineers Estimate (60%, 90%, 100%, and Bid Ready) | 4 | 8 | 24 | | 16 | 16 | | 68 |
| 7 Design and Construction Schedule | | 16 | 36 | | | 14 | | 66 |
| D Bid Phase Services | 4 | 22 | 38 | 0 | 0 | 32 | 0 | 96 |
| Part D Total | $400 | $1,980 | $2,660 | $0 | $0 | $1,280 | $0 | $6,320 |
| 1 Bid Documentation Administration | | 6 | 8 | | | | | 14 |
| 2 Pre-Bid Conference | | 4 | 8 | | | | | 12 |
| 3 Prepare Addenda | | 8 | 14 | | | 24 | | 46 |
| 4 Evaluate Bids | 4 | 4 | 8 | | | 8 | | 24 |
| | | | | | | | | |
| **Subtotal Hours** | 64 | 362 | 474 | 236 | 72 | 394 | 0 | 1602 |
| **Direct Labor Costs ($)** | $ 6,400 | $ 32,580 | $ 33,180 | $ 14,160 | $ 3,960 | $ 15,760 | $ - | $ 106,040.00 |
| **Labor Cost @ 2.95 multiplier ($)** | $ 18,880 | $ 96,111 | $ 97,881 | $ 41,772 | $ 11,682 | $ 46,492 | $ - | $ 312,818.00 |

| OTHER DIRECT COSTS | Qty | Unit | Unit Cost | Cost |
|---|---|---|---|---|
| Other Direct Costs (Travel, etc.) | 1 | LS | $ 1,000 | $ 1,000.00 |
| Survey | 1 | LS | $ 15,000 | $ 15,000.00 |
| Sub-surface Investations | 1 | LS | $ 15,000 | $ 15,000.00 |
| Mileage | 1000 | Miles | $ 0.70 | $ 700.00 |
| | | **Total Direct Cost** | | $ 31,700.00 |

| SUMMARY OF COSTS | |
|---|---|
| **Total for Labor** | $ 312,818.00 |
| **Other Direct Costs** | $ 31,700.00 |
| **Total Estimated Project Cost** | $ 344,518.00 |

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

---

**Topic:**
Approval of Annexation Resolution - A-2025-02 Meritus Health, Inc.

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 2026_1124_RS_Approval_of_Annexation_Resolution_Meritus_Health__Inc._(Doey_s_House).pdf | Approval of Annexation Resolution: Meritus Health, Inc. |

# REQUIRED MOTION

## MAYOR AND CITY COUNCIL

## HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC: Approval of Annexation Resolution –**

**A-2025-02: Meritus Health, Inc.**

| | |
|---|---|
| Charter Amendment | |
| Code Amendment | |
| Ordinance | |
| Resolution | X |
| Other | |

**MOTION:** I hereby move that the Mayor and Council approve an Annexation Resolution for Annexation Case No. A-2025-02: Meritus Health, Inc. The portion of property to be annexed is approximately 4.39 acres in size and is intended to be added to and made part of the adjacent municipal lands with I-MU (Industrial Mixed-Use) zoning. The resolution package includes the preannexation agreement, annexation plat, zoning exhibit, and annexation plan.

DATE OF INTRODUCTION: 08/25/26

HEARING DATE: 10/27/26

DATE OF PASSAGE: 11/24/26

EFFECTIVE DATE: 01/08/27

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 27th, 2026 |
| Date of Passage: | November 24th, 2026 |
| Effective Date: | January 8th, 2027 |

***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

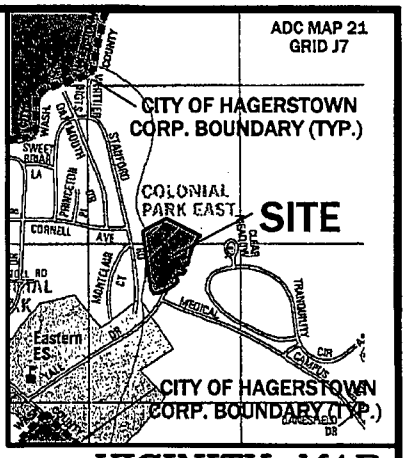
| CURVE | DELTA ANGLE | RADIUS | ARC LENGTH | TANGENT | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|---|
| C1 | 32°09'15" | 670.00' | 376.00' | 193.09' | S 25°11'51" W | 371.09' |
| C2 | 6°52'08" | 530.00' | 63.52' | 31.80' | S 12°33'13" W | 63.48' |
| C3 | 3°18'57" | 530.00' | 30.67' | 15.34' | 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<br>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

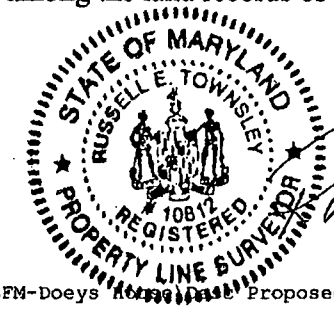
4) N 08° 18' 18" W 230.74' to a point, thence continuing with Colonial Heights

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

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**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<br>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 |

Beginning at a Hagerstown Corporate Boundary monument with Maryland State Plane coordinates NAD ’83 of N  714921.87’, E  1119021.05’, said monument also being at the end of line L677h in the Hagerstown Corporate Boundary description of 2-14-2025,

Thence with the existing Corporate Boundary the following two courses (corrected) : N63° 18' 55"W a distance of 516.93’ to a Corporate Boundary monument,

Thence S 60° 48’ 15” W  a distance of 220.50’ to a planted stone,

Thence, S 58° 47’ 01” W a distance of 149.03’ to a point,

Thence following lots S-71, S-73, S-75 and S-77of Colonial Park East recorded on plat 6683 at the Washington County Land Records S 08° 18’ 18” E a distance of 230.74 to a point,

Thence following the lease line (not a property line) described as N 81° 41’ 42 “ E (reversed) a distance of 702.34’ in L-F 5171 -392 of the Washington County Land Records to a point on the western Right of Way of Yale Drive

Thence with a curve to the right with a radius of 670’, and a Chord bearing and distance of N 33° 56’ 09” E a distance of 95.85’ to the point of beginning

***Exhibit C***

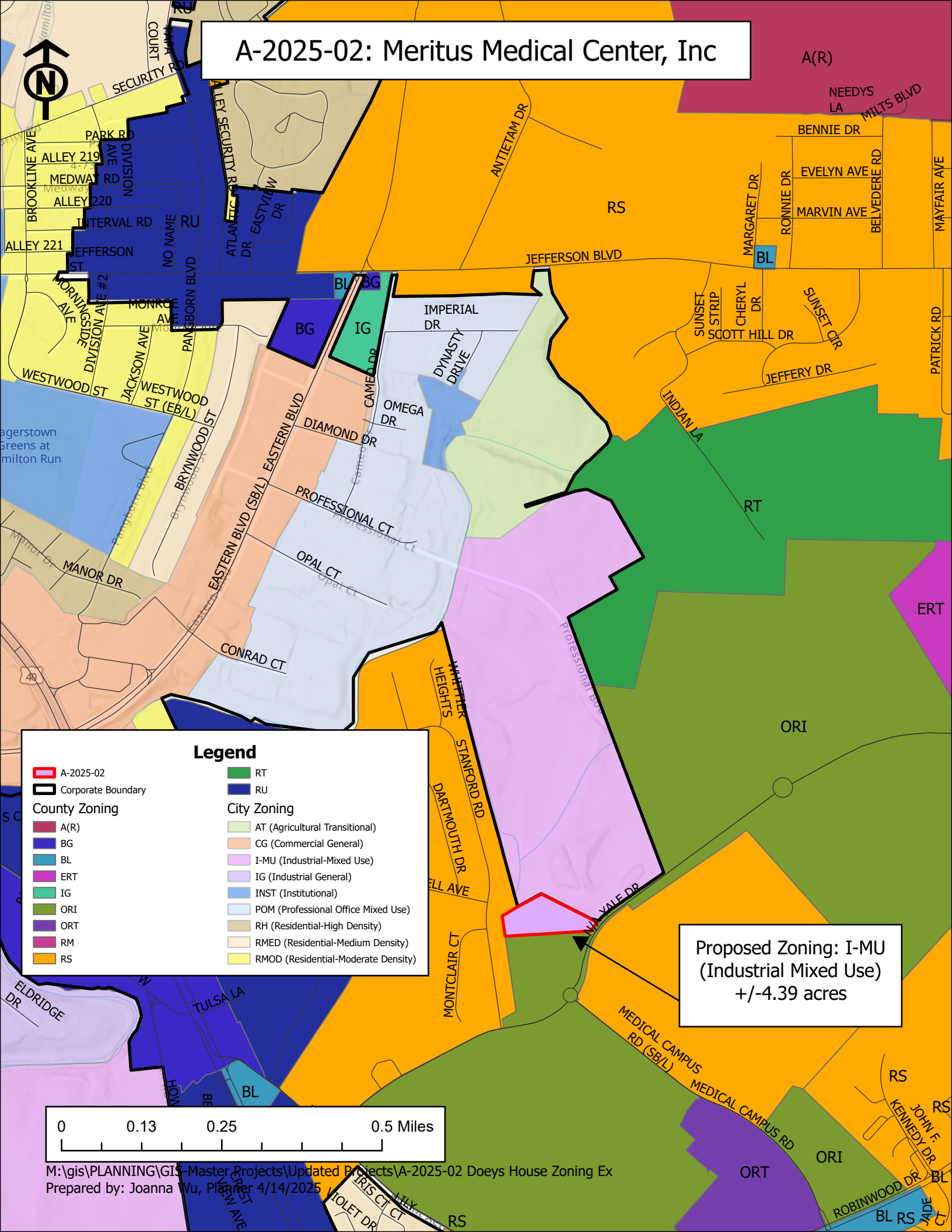

A-2025-02: Meritus Medical Center, Inc
Legend
A-2025-02
Corporate Boundary
County Zoning
A(R)
BG
BL
ERT
IG
ORI
ORT
RM
RS
RT
RU
City Zoning
AT (Agricultural Transitional)
CG (Commercial General)
I-MU (Industrial-Mixed Use)
IG (Industrial General)
INST (Institutional)
POM (Professional Office Mixed Use)
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.

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.

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.

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

---

**Topic:**
Introduction of an Ordinance: Revised Drug-Free School Zone Map

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Revised_Drug-Free_School_Zone_Map.pdf | Introduction of an Ordinance-Revised Drug-Free School Zone Map |

# REQUIRED MOTION

## MAYOR & CITY COUNCIL
## HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC:** Introduction of an Ordinance – Revised Drug-Free School Zone Map

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

**MOTION:** I hereby move for the introduction of an ordinance to amend Chapter 25 of the City Code to add Jonathan Hager Elementary School to the list of established Drug-Free School Zones. The official map identifying the Drug-Free School Zones will be revised to reflect this change, and a copy of the map will be distributed to the City Clerk.

DATE OF INTRODUTION: 11/24/2026
DATE OF APPROVAL: 12/22/2026
EFFECTIVE DATE: 1/22/2026

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE AUTHORIZING THE ADOPTION OF A REVISED DRUG FREE SCHOOL ZONE MAP PER THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 25 THEREOF, ENTITLED DRUG FREE SCHOOL ZONES, TO ADD JONATHAN HAGER ELEMENTARY SCHOOL AND TO RECOGNIZE THE REVISED MAP**

**RECITALS**

WHEREAS, the City of Hagerstown has previously adopted legislation, set forth in Chapter 25, establishing Drug Free School Zones within the corporate boundaries of the City of Hagerstown; and

WHEREAS, §25-2 contemplates that Chapter 25 may be amended to reflect any additions or deletions with respect to the location and boundaries of school property and drug-free school zones;

WHEREAS, the Mayor and Council desire to amend the Drug Free School Zones to add the Jonathan Hager Elementary School, located at 12615 Sedgwick Way, Hagerstown, Washington County, Maryland, but not to amend the existing Drug Free School Zones in any other manner; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens of the City of Hagerstown to do so;

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

1. That the revised Drug Free School Zone Map produced on or about the 19th day of October, 2026, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto, incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," be and is hereby approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

2. That Chapter 25 of the Code of the City of Hagerstown, Maryland, Section 25-1, is hereby amended to read as follows:

**§ 25-1. Legislative authority; adoption of map.**

Pursuant to the provisions of the Annotated Code of Maryland, the Charter of the City of Hagerstown and in particular, but not limited thereto, the provisions of §5-627 of the Criminal Law Article and the provisions of §4-124 of the Education Article of the Annotated Code of Maryland, the Mayor and Council of the City of Hagerstown, Maryland, do hereby declare that the Drug Free School Zone Map produced on or about the 19th day of October, 2026, by the Engineering Department for the City of Hagerstown, Maryland, a copy of which is attached hereto, incorporated herein and made a part hereof and is designated as "City of Hagerstown Engineering Department Drawing No. 73-045," is hereby[1] approved and adopted as an official finding and record of the location and areas within the municipality of property which is used for school purposes and which is owned by or leased to any private or public elementary or secondary school or school board and of the areas on or within one thousand (1,000) feet of such school property.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall become effective at the expiration of 30 calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

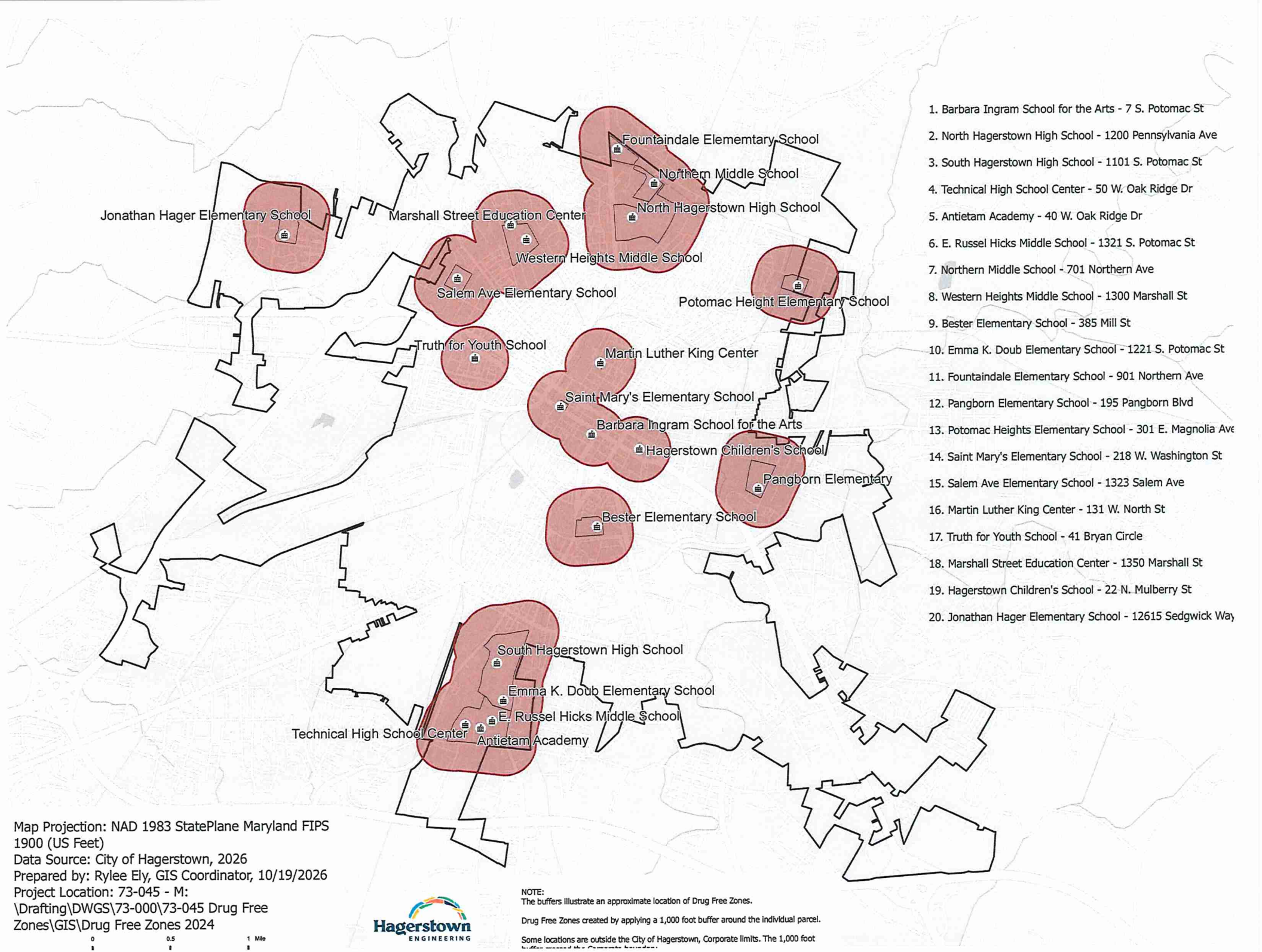
_____
Donna K. Spickler,
City Clerk

_____
William B. McIntire, Mayor

Date of Introduction: November 24, 2026
Date of Passage: December 22, 2026
Effective Date: January 22 , 2027

PREPARED BY:
SALVATORE & MORTON, LLC,
CITY ATTORNEY

[1] Editor's Note: The Drug-Free School Zone Map is on file in the City Clerk's Office.




1. Barbara Ingram School for the Arts - 7 S. Potomac St
2. North Hagerstown High School - 1200 Pennsylvania Ave
3. South Hagerstown High School - 1101 S. Potomac St
4. Technical High School Center - 50 W. Oak Ridge Dr
5. Antietam Academy - 40 W. Oak Ridge Dr
6. E. Russel Hicks Middle School - 1321 S. Potomac St
7. Northern Middle School - 701 Northern Ave
8. Western Heights Middle School - 1300 Marshall St
9. Bester Elementary School - 385 Mill St
10. Emma K. Doub Elementary School - 1221 S. Potomac St
11. Fountaindale Elementary School - 901 Northern Ave
12. Pangborn Elementary School - 195 Pangborn Blvd
13. Potomac Heights Elementary School - 301 E. Magnolia Ave
14. Saint Mary's Elementary School - 218 W. Washington St
15. Salem Ave Elementary School - 1323 Salem Ave
16. Martin Luther King Center - 131 W. North St
17. Truth for Youth School - 41 Bryan Circle
18. Marshall Street Education Center - 1350 Marshall St
19. Hagerstown Children's School - 22 N. Mulberry St
20. Jonathan Hager Elementary School - 12615 Sedgwick Way

Map Projection: NAD 1983 StatePlane Maryland FIPS 1900 (US Feet)
Data Source: City of Hagerstown, 2026
Prepared by: Rylee Ely, GIS Coordinator, 10/19/2026
Project Location: 73-045 - M:\Drafting\DWGS\73-000\73-045 Drug Free Zones\GIS\Drug Free Zones 2024

0 0.5 1 Mile

Hagerstown ENGINEERING

NOTE:
The buffers illustrate an approximate location of Drug Free Zones.

Drug Free Zones created by applying a 1,000 foot buffer around the individual parcel.

Some locations are outside the City of Hagerstown, Corporate limits. The 1,000 foot

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

---

**Topic:**
Introduction of an Ordinance: Expansion of School Zones

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Expansion_of_School_Zones.pdf | Introduction of an Ordinance-Expansion of School Zones |

# REQUIRED MOTION

## MAYOR & CITY COUNCIL
## HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC:** Introduction of an Ordinance – Expansion of School Zones

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

**MOTION:** I hereby move for the introduction of an ordinance to amend Chapter 60-18 of the City Code to expand the existing school zones at the Barbara Ingram School for the Arts and the Marshall Street School. The City will relocate the School Zone and Speed Limit signs to reflect the new boundaries of the school zones.

DATE OF INTRODUTION: 11/24/2026
DATE OF APPROVAL: 12/22/2026
EFFECTIVE DATE: 1/22/2026

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE AUTHORIZING**
**AMENDMENTS TO**
**THE CODE OF THE CITY OF HAGERSTOWN,**
**CHAPTER 60-18 THEREOF, ENTITLED**
***SCHOOL ZONES*, TO**
**AND TO EXPAND THE SCHOOL ZONES FOR**
**(1) THE MARSHALL STREET SCHOOL; and**
**(2) THE BARBARA INGRAM SCHOOL FOR THE ARTS**

**RECITALS**

WHEREAS, the City of Hagerstown has previously adopted legislation, set forth in Chapter 60-18, establishing School Zones within the corporate boundaries of the City of Hagerstown; and

WHEREAS, Chapter 60-18 provides that the City may establish School Zones for the purpose of regulating maximum speed limits in such areas and may provide enhanced penalties for violations occurring in such areas;

WHEREAS, the Mayor and Council desire to amend the School Zones to expand the zone for (1) the Marshall Street, School, located at 1350 Marshall Street, Hagerstown, Washington County, Maryland, and (2 the Barbara Ingram School for the Arts, located at 7 South Potomac Street, Hagerstown, Washington County, Maryland), but not to amend the existing School Zones in any other manner; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens of the City of Hagerstown to do so;

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

1. That the above recitals are adopted as though repeated herein verbatim.

2. That the Code of the City of Hagerstown, Maryland, Section 60-18, is hereby amended to read as follows [*revisions appear in redline*]

§ 60-18. **School Zones.**

A. The City of Hagerstown pursuant to § 21-803.1(a)(2)(ii) may establish school zones for the purpose of regulating maximum speed limits in such areas.

B. The City of Hagerstown does hereby designate the following school zones within the City:
The City of Hagerstown does hereby designate the following school zones within the City:
(1) Northern Avenue within 200 yards of Fountaindale Elementary (901 Northern Avenue) and Northern Middle (701 Northern Avenue), 200 yards each direction.
(2) Pennsylvania Avenue within 200 yards of Fountaindale Elementary or North Hagerstown High (1200 Pennsylvania Avenue), 200 yards each direction.
(3) South Potomac Street within 200 yards of Bester Elementary (30 East Memorial Boulevard).
(4) Memorial Boulevard for 200 yards east of Potomac Street.
(5) South Potomac Street within 200 yards each direction of Emma K Daub Elementary (1121 South Potomac Street).
(6) Salem Avenue within 200 yards of Delaware Lane.
(7) Washington Avenue within 200 yards of Alexander Street.
(8) Franklin Street within 200 yards of Winter Street.
(9) Marshall Street within 200 yards each direction of Western Heights (1300 Marshall Street) or the Marshall Street School 200 yards east and 700 yards west (1350 Marshall Street).
(10) Pangborn Boulevard within 200 yards of Pangborn Elementary (195 Pangborn Boulevard).
(11) Washington Street 200 yards west from Potomac Street.

(12) South Potomac Street 250 yards north and 200 yards south of Barbara Ingram School for the Arts (7 South Potomac Street).
(13) Oak Ridge Drive within 200 yards each direction of the Washington County Technical School (50 West Oak Ridge Drive) or the Antietam Academy.
(14) Hagers Crossing Drive within 200 yards of Jonathan Hager Elementary School (12615 Sedgwick Way).

3. Except as set forth in Paragraph 2, above, the Code of the City of Hagerstown, Maryland, Section 60-18, shall remain as currently written

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Ordinance shall become effective at the expiration of 30 calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

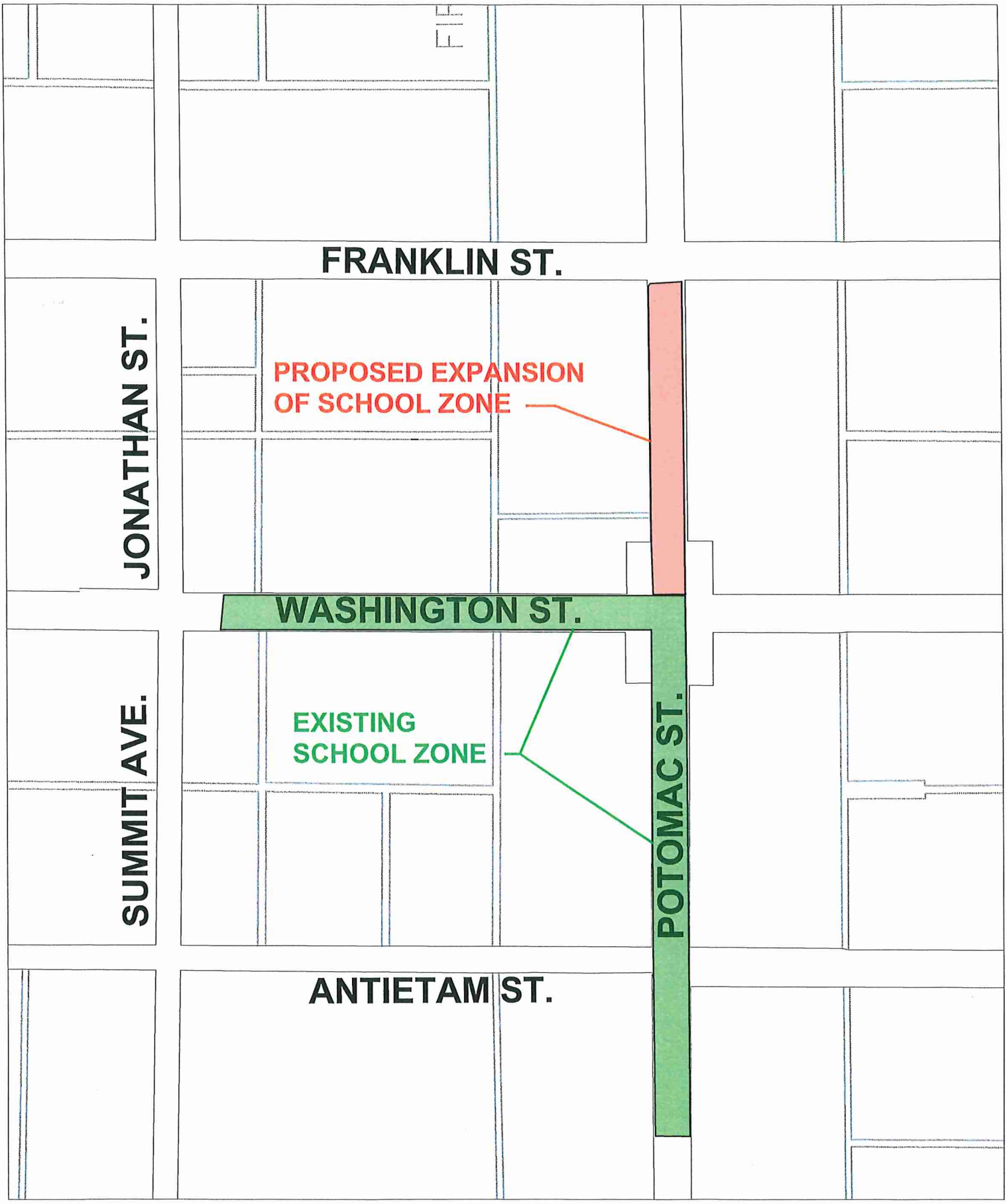
MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

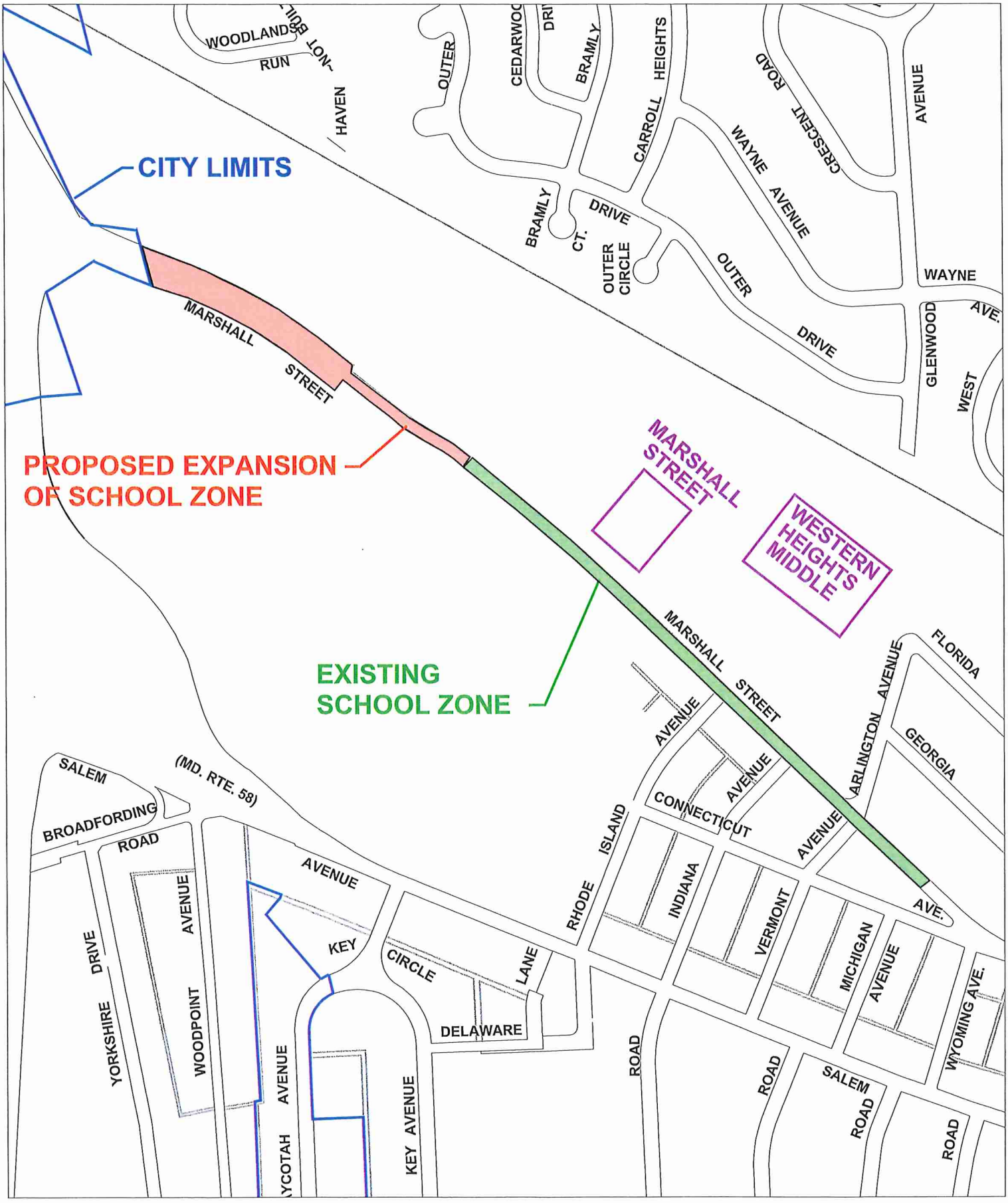
William B. McIntire, Mayor

Date of Introduction: November 24, 2026
Date of Passage: December 22, 2026
Effective Date: January 22 , 2027

PREPARED BY:
SALVATORE & MORTON, LLC,
CITY ATTORNEY




# BARBARA INGRAM SCHOOL FOR THE ARTS
# SCHOOL SPEED ZONE




# MARSHALL STREET SCHOOL
# SCHOOL SPEED ZONE

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

---

**Topic:**
Approval of a Resolution: Addendum To Hellane Park Youth Baseball Field Long-Term User Agreement Hagerstown Colt and Palomino Little League

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Addendum_To_Hellane_Park_Youth_Baseball_Field_Council_Packet.pdf | Addendum To Hellane Park Youth Baseball Field Long-Term User Agreement Hagerstown Colt and Palomino Little League |

# 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 30, 2026

RE: Addendum To Hellane Park Youth Baseball Field
Long-term User Agreement
Hagerstown Colt and Palomino Little League

**MAYOR AND COUNCIL ACTION REQUESTED**

Staff is requesting the Mayor and Council approve an addendum to the Hellane Park Youth Baseball Field Long-term User Agreement with the Hagerstown Colt and Palomino Little League ("League"). The League wishes to sublease the premises to the Hagerstown Tigers Baseball Club.

**DISCUSSION**

The City entered into a long-term agreement with the League for use of the Hellane Park baseball premises located in the west end of the city. The agreement was signed on December 23, 2022, for an initial two (2) years with two (2) additional two (2) year terms. The agreement will enter its final 2-year renewal on January 1, 2027 (good through December 31, 2028).

Per Paragraph 20 of the agreement, the League was allowed to sublease the premises to the Heritage Academy and Broadfording Academy for baseball games. The League has informed the City that neither party has used the field in the previous 2 years.

The League is now requesting to add the Hagerstown Tigers Baseball Club ("Tigers") to the agreement. The Tigers are a college level team/organization. They are listed as a 501(c)3 non-profit.

**FINANCIAL IMPACT**

No financial impact is expected at this time.

**RECOMMENDATION**

Staff recommends approving the sublease to the Hagerstown Tigers Baseball Club.

Att: Motion, Resolution, Addendum
Cc: Parks & Recreation

**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:** November 24, 2026

**TOPIC:** **APPROVAL OF A RESOLUTION: APPROVAL OF AN ADDENDUM TO HELLANE PARK YOUTH BASEBALL FIELD LONG-TERM USER AGREEMENT**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

**MOTION:** I hereby move for Mayor and Council to approve an addendum to the Hellane Park Youth Baseball Field Long-Term User Agreement allowing the Hagerstown Colt and Palomino League to sublease the premises to the Hagerstown Tigers Baseball Club, hereafter called "Tigers."

The Tigers shall (1) perform all obligations required of the User under the agreement, including but not limited to providing a Certificate of Insurance as required by Paragraph 16.B; and (2) have use of the premises for no longer than the term of the User Agreement, including any valid extension thereof.

| | |
|---|---|
| DATE OF INTRODUCTION: | November 24, 2026 |
| DATE OF PASSAGE: | November 24, 2026 |
| EFFECTIVE DATE: | November 24, 2026 |

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO AN ADDENDUM TO THE HELLANE PARK YOUTH BASEBALL LONG-TERM USER AGREEMENT WITH HAGERSTOWN COLT AND PALAMINO LEAGUE FOR A PORTION OF THE PROPERTY KNOWN AS HELLANE PARK, HAGERSTOWN, MARYLAND**

## RECITALS

**WHEREAS,** the City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "City;" and Hagerstown Colt and Palamino League, a non-profit organization, hereinafter called "User;" are parties to a certain pursuant to Hellane Park Youth Baseball Field Long-Term User Agreement which was signed on December 23, 2022, whereby the City leased to the User, and the User hereby leased from the City, the Hellane Park baseball field, together with all improvements thereon "("the Premises")'

**WHEREAS**, the Hagerstown Tigers Baseball Club, a 501(c)(3) baseball organization, hereinafter called "Tigers" wishes to sublease the Premises from the User;

**WHEREAS**, the City, the User and the Tigers wish to enter into an Addendum to permit the Tigers to sublease the Premises from the User, in accordance with the terms set forth in the attached Addendum to Hellane Park Youth Baseball Field Long-Term User Agreement signed on December 23, 2022;

**WHEREAS**, all of the terms of the Hellane Park Youth Baseball Field Long-Term User Agreement shall remain in full force and effect, except as modified in the attached Addendum; and

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

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

2. That the City of Hagerstown be and is hereby authorized to enter into an Addendum to Hellane Park Youth Baseball Field Long-Term User Agreement to be signed contemporaneously with the issuance of this Resolution, pursuant to the terms of the Addendum attached hereto and incorporated herein by reference.

3. That except as otherwise modified, the terms of the Youth Baseball Field Long-Term User Agreement, shall remain in full force and effect.

4. That the City of Hagerstown be and is hereby authorized to execute and deliver the Addendum to Hellane Park Youth Baseball Field Long-Term User Agreement, attached hereto, and to execute any additional documentation required to effectuate the purposes 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 K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

Date of Introduction: November 24, 2026
Date of Passage: November 24, 2026
Effective Date: November 24, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**ADDENDUM TO HELLANE PARK YOUTH BASEBALL FIELD LONG-TERM USER AGREEMENT**

THIS ADDENDUM TO HELLANE PARK YOUTH BASEBALL FIELD LONG-TERM USER AGREEMENT ("Addendum") entered into on this _____ day of _____, 2026, by and among the City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "City;" Hagerstown Colt and Palamino League, a non-profit organization, hereinafter called "User;" and the Hagerstown Tigers Baseball Club, a 501(c)(3) youth baseball organization, hereinafter called "Tigers:"

**WITNESSETH**, that pursuant to User Agreement signed on December 23, 2022, the City hereby leased to the User, and the User hereby leased from the City, the Hellane Park baseball field, together with all improvements thereon "("the Premises").

**WITNESSETH**, that the parties desire to amend the User Agreement *only in the following respects*:

SECTION 20
**Assignment or Sublease**

Pursuant to this Addendum, the User shall sublease the Premises to the Hagerstown Tigers Baseball Club, a 501(c)(3) baseball organization ("the Tigers"), with a business address of:

Tigers Baseball Club
Attn: Mr. Matthew Vaughn, President
Phone number: 443-310-2418
rawlingstigersbaseballmd@gmail.com
18828 Wavy Hill Ave
Hagerstown, MD 21742

The Tigers shall (1) perform all obligations required of the User under the User Agreement, including but not limited to providing a Certificate of Insurance as required by Paragraph 16.B; and (2) have use of the Premises for no longer than the Term of the User Agreement, including any valid extension thereof.

The Tigers may not assign their lease rights or sublease the Premises to any third party.

The parties further agree that Heritage Academy and Broadfording Academy shall no longer have any rights to sublet the Premises, as set forth in the User Agreement.

**IN ALL OTHER RESPECTS**, the User Agreement shall remain in full force and effect.

**THIS THIS ADDENDUM TO HELLANE PARK YOUTH BASEBALL FIELD LONG-TERM USER AGREEMENT** contains the entire understanding between the parties hereto. There are no representations, warranties or agreements concerning the subject matter of this Addendum other than as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN

_____
Donna Spickler, City Clerk

BY:_____
William B. McIntire, Mayor

WITNESS:

USER: Hagerstown Colt and Palamino League

_____

BY:_____
Matthew Vaughn, President

WITNESS:

SUBLESEE: Hagerstown Tigers Baseball Club

_____

BY:_____
Matthew Vaughn, President
Phone number: 443-310-2418
rawlingstigersbaseballmd@gmail.com
18828 Wavy Hill Ave
Hagerstown, MD 21742

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

---

**Topic:**
Approval of a Resolution: Approval of Rescission of the Resolution approving Community Development Block Grant (CDBG) Subrecipient Agreements on August 11, 2026

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 11.24.26_RS_CDBG_Rescind.pdf | Motion and Resolution to rescind FY CDBG PS |

# REQUIRED MOTION

# MAYOR AND CITY COUNCIL
# HAGERSTOWN, MARYLAND

**Date:** November 24, 2026

**TOPIC:** **APPROVAL OF A RESOLUTION: Approval of Rescission of the Resolution approving Community Development Block Grant (CDBG) Subrecipient Agreements on August 11, 2026**

| | |
|---|---|
| Charter Amendment | ____ |
| Code Amendment | ____ |
| Ordinance | ____ |
| Resolution | __X_ |
| Other | ____ |

**MOTION:** I hereby move for adoption of a Resolution authorizing the rescission of the Resolution approving thirteen subrecipient agreements for the following nonprofit organizations: That the Mayor and City Council hereby *rescind* in its entirety the Resolution of August 11, 2026 which authorized the execution of certain Subrecipient Grant Agreements between the City and various non-profits, namely: (1) Hagerstown Area Religious Council (HARC); (2) Girls' Inc.; (3) Eliza's House; (4) Good News Hagerstown; (5) Religious Efforts to Assist and Care for the Homeless (REACH); (6) America's Hauling for Hope; (7) TruNorth Company; (8) United Way of Washington County; (9) Community Free Clinic; (10) Senior Living Alternatives/Holly Place; (11) Hagerstown Neighborhood Development Partnership; (12) Washington County Habitat for Humanity; (13) Doleman Black Heritage Museum.

The City and the Subrecipient Grantees desire to enter into *new* Subrecipient Grant Agreements which shall conform to the requirements of the City's Federal Award Agreement with HUD, and this Motion contemplates that the City shall, by separate Resolution enter into new Subrecipient Grant Agreements with the same subrecipients for the same subject matter and for the same grant amounts as outlined in the Agreements approved by the City on August 11, 2026

DATE OF INTRODUCTION: 11/24/2026
DATE OF PASSAGE: 11/24/2026
EFFECTIVE DATE: 11/24/2026

**CITY OF HAGERSTOWN, MARYLAND**

**A RESOLUTION *RESCINDING* THE PASSAGE OF A RESOLUTION APPROVING CERTAIN SUBRECIPIENT GRANT AGREEMENTS BETWEEN THE CITY OF HAGERSTOWN AND VARIOUS NON-PROFITS**

RECITALS

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

**WHEREAS**, on or about August 11, 2026, the City passed a Resolution authorizing the City to enter into Subrecipient Grant Agreements with the following non-profit entities: (1) Hagerstown Area Religious Council (HARC); (2) Girls' Inc.; (3) Eliza's House; (4) Good News Hagerstown; (5) Religious Efforts to Assist and Care for the Homeless (REACH); (6) America's Hauling for Hope; (7) TruNorth Company; (8) United Way of Washington County; (9) Community Free Clinic; (10) Senior Living Alternatives/Holly Place; (11) Hagerstown Neighborhood Development Partnership; (12) Washington County Habitat for Humanity; (13) Doleman Black Heritage Museum. Said Resolution was effective on August 11, 2026;

**WHEREAS**, the Subrecipient Grant Agreements were never signed by the City or the Subrecipients themselves;

**WHEREAS**, subsequent to the passage of the August 11, 2026 Resolution, the City learned that there were inconsistencies between the requirements of the City's Federal Award Agreement with the Department of Housing and Community Development (HUD) and the language of the Subrecipient Grant Agreements;

**WHEREAS**, the City and the Subrecipient Grantees desire to enter into new Subrecipient Grant Agreements which shall conform to the requirements of the City's Federal Award Agreement with HUD;

**WHEREAS**, the new Subrecipient Grant Agreements shall be with the same subrecipients for the same subject matter and for the same grant amounts as set forth in the Agreements approved by the City on August 11, 2026

**WHEREAS**, the Mayor and Council have determined that it is in the best interests of the City *to rescind* the August 11, 2026 Resolution as to the Subrecipients and thereafter, be separate Resolution, to enter into new Subrecipient Grant Agreements.

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

1. That the foregoing recitals be and are incorporated herein as if fully set forth.That the Mayor and City Council hereby *rescind* in its entirety the Resolution of August 11, 2026 which authorized the execution of certain Subrecipient Grant Agreements between the City and various non-profits, namely: (1) Hagerstown Area Religious Council (HARC); (2) Girls' Inc.; (3) Eliza's House; (4) Good News Hagerstown; (5) Religious Efforts to Assist and Care for the Homeless (REACH); (6) America's Hauling for Hope; (7) TruNorth Company; (8) United Way of Washington County; (9) Community Free Clinic; (10) Senior Living Alternatives/Holly Place; (11) Hagerstown Neighborhood Development Partnership; (12) Washington County Habitat for Humanity; (13) Doleman Black Heritage Museum.
2. Said August 11, 2026 Resolution shall be of no force and effect; and
3. That the Mayor be and is hereby authorized to take such additional documentation and take all necessary steps to carry out the purpose of this Resolution.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this resolution shall become effective immediately upon its approval.

| | |
|---|---|
| WITNESS AND ATTEST<br>AS TO CORPORATE SEAL | MAYOR AND COUNCIL OF THE<br>CITY OF HAGERSTOWN, MARYLAND |
| _____<br>Donna K. Spickler, City Clerk | _____<br>William B. McIntire, Mayor |

Date of Introduction: November 24, 2026
Date of Passage: November 24, 2026
Effective Date: November 24, 2026

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

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

---

**Topic:**
Approval of a Resolution: Approval of City FY2027 Community Development Block Grant (CDBG) Subrecipient Agreements

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 11.24.26_RS_CDBG_Approval.pdf | Motion and Resolution to approve FY CDBG PS |

# REQUIRED MOTION

## MAYOR AND CITY COUNCIL
## HAGERSTOWN, MARYLAND

**Date:** November 24, 2026

**TOPIC:** **APPROVAL OF A RESOLUTION: Approval of City FY2027 Community Development Block Grant (CDBG) Subrecipient Agreements**

| | |
|---|---|
| Charter Amendment | ____ |
| Code Amendment | ____ |
| Ordinance | ____ |
| Resolution | __X__ |
| Other | ____ |

**MOTION:** I hereby move for adoption of a Resolution authorizing the execution of thirteen subrecipient agreements for the following nonprofit organizations:

| | |
|---|---|
| *Public Service Grants:* | |
| Girls' Inc. | $ 12,500 |
| REACH | $ 19,500 |
| United Way | $ 10,000 |
| HARC | $ 14,000 |
| Eliza's House | $ 10,000 |
| Community Free Clinic | $ 20,000 |
| America's Hauling for Hope | $ 12,000 |
| Good News Hagerstown | $ 8,000 |
| TruNorth Company | $ 10,000 |
| Senior Living Alternatives | $ 10,000 |
| | |
| Total | $126,000 |
| | |
| *Subrecipients - Housing:* | |
| Habitat for Humanity | $ 20,000 |
| Hagerstown Neighborhood Development Partnership | $ 20,000 |
| Total | $ 40,000 |
| | |
| *Capital Project Grant - Demolition:* | |
| Doleman Black Heritage Museum | $ 25,000 |
| Total | $ 25,000 |

Adoption of the resolution includes $126,000 in public service grant funding; $40,000 in housing-based services; and $25,000 in capital project grant funding.
The time of performance for all subrecipients is through June 30, 2027 or the date that all approved funds have been reimbursed, whichever occurs sooner.

DATE OF INTRODUCTION: 11/24/2026
DATE OF PASSAGE: 11/24/2026
EFFECTIVE DATE: 11/24/2026

# RESOLUTION OF THE CITY COUNCIL
# OF THE
# CITY OF HAGERSTOWN

## AUTHORIZING THE EXECUTION AND DELIVERY OF SUBRECIPIENT GRANT AGREEMENTS FOR THE SUPPORT OF ELIGIBLE PROGRAMS BETWEEN THE CITY OF HAGERSTOWN AND VARIOUS NON-PROFIT ENTITIES ENUMERATED WITHIN

**WHEREAS,** the City of Hagerstown is an Entitlement Community under the U.S. Department of Housing and Urban Development's (HUD) Community Development Block Grant (CDBG) Program; and

**WHEREAS,** the City receives annual CDBG funding to support eligible community development activities the benefit low- and moderate-income residents; and

**WHEREAS,** the Mayor and City Council approved the Fiscal Year 2027 CDBG Annual Action Plan on June 9, 2026, which was subsequently approved by HUD on July 27, 2026;

**WHEREAS,** the Mayor and City Council and HUD entered into a Federal Award Agreement on September 17, 2026; and

**WHEREAS,** each of the below enumerated Subrecipients has been recommended to carry out eligible public service and housing activities consistent with the Federal Award Agreement and federal CDBG regulations and local community development priorities:

1. **Hagerstown Area Religious Council (HARC);**
2. **Girls' Inc.;**
3. **Eliza's House;**
4. **Good News Hagerstown;**
5. **Religious Efforts to Assist and Care for the Homeless (REACH);**
6. **America's Hauling for Hope;**
7. **TruNorth Company;**
8. **United Way of Washington County;**
9. **Community Free Clinic;**
10. **Senior Living Alternatives/Holly Place;**
11. **Hagerstown Neighborhood Development Partnership;**
12. **Washington County Habitat for Humanity;**
13. **Doleman Black Heritage Museum**

**WHEREAS,** it is necessary for the City to execute and deliver grant agreements with these Subrecipient organizations in order to implement the approved programs; and

**WHEREAS,** each Subrecipient shall be responsible for operating Program activities in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of CDBG funds; and

**WHEREAS,** the CDBG Grant Agreement funds may be passed through to each Subrecipient, which is located in Hagerstown, Maryland or in the immediate vicinity, and which serves citizens in Hagerstown,

Maryland, and which is eligible for CDBG grant funds; and

**WHEREAS,** the City shall pass through grant funds to Subrecipient subject to the terms and conditions of the City's receipt of CDBG funding and all other applicable federal law and regulations; and

**WHEREAS,** as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for Program activities by Subrecipient; and

**WHEREAS,** the Mayor and City Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Program.

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

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

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements (as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Program) with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City staff be an are hereby authorized to execute such other documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: November 24, 2026
Date of Passage: November 24, 2026
Effective Date: November 24, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

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

---

**Topic:**
Approval of a Resolution: National Settlement Agreement with Albertsons Companies, Inc.

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_and_Resolution_-_Settlement_Agreement_with_Albertsons_Companies__Inc.pdf | Motion and Resolution - National Settlement Agreement with Albertsons Companies, Inc. |

# REQUIRED MOTION

# MAYOR & CITY COUNCIL
# HAGERSTOWN, MARYLAND

**DATE:** **November 24, 2026**

**TOPIC:** **Approval of a Resolution: National Settlement Agreement with Albertsons Companies, Inc.**

Charter Amendment
Code Amendment
Ordinance
Resolution X
Other

**MOTION:** I hereby move for Mayor and Council approval of a resolution authorizing, approving and directing the Mayor to enter into a National Settlement Agreement with Albertsons Companies, Inc. to benefit the City in connection with litigation against contributors of the opioid addiction crisis. The Mayor is further authorized to execute and deliver any additional documentation, including but not limited to signing the Participation Form and submitting documents necessary to effectuate the purpose of this resolution.

DATE OF PASSAGE: 11/24/2026
EFFECTIVE DATE: 11/24/2026

CITY OF HAGERSTOWN, MARYLAND

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

**RECITALS**

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

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

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

**WHEREAS**, as a result of said litigation, and upon the recommendation of the National Consortium, the City has the opportunity to enter into national Settlement Agreement with defendants the Albertsons Companies, Inc. ( collectively "Albertsons").

**WHEREAS**, the total value of this Settlement Agreement is $770,000,000.00 over nine (9) years, including approximately $655,000,000.00 for participating states and subdivisions to address the impacts of the opioid crisis;

**WHEREAS**, the Settlement Agreement also requires changes to Albertsons' opioid dispensing practices and requires safeguards intended to prevent the diversion of prescription opioids;

**WHEREAS**, greater subdivision participation increases funding available to States and subdivisions;

**WHEREAS**, a subdivision that does not participate in the Settlement Agreement cannot directly share in the settlement funds, even if its State participates;

**WHEREAS**, the opt in deadline for the Settlement Agreement is December 30, 2026;

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

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

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

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 Settlement Agreement with Defendants Albertsons Companies, Inc.

Section 3. The City further authorizes and approves the entry into any State Subdivision Agreements required to receive its share from said Defendant.

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

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

ATTEST:

MAYOR AND COUNCIL

_____

Donna K. Spickler, City Clerk

_____

William B. McIntire

Date of Introduction: November 24, 2026
Date of Passage: November 24, 2026
Effective Date: November 24, 2026

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

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

---

**Topic:**
Presentation of Petition for Annexation: Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 2026_1124_RS_Petition_for_Annexation_Groh_Estate.pdf | Presentation of Petition for Annexation: Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America |

**ANNEXATION BY:**

**BILTRITE HOMES CORPORATION, VINCENT R. GROH ESTATE AND TCA TRUST CORP AMERICA**

**PROPERTY ADJACENT TO:**

**HAGERSTOWN, MARYLAND**

**a Municipal Corporation**

**existing under and by virtue of the laws of the State of Maryland**

**SUBJECT PROPERTY:**

**21.56 Acres and 1.24 Acres and 0.11 Acres of City Pump Station situate along the West Side of I-81 and North Side of the National Pike, Hagerstown, Maryland 21740**
**ADJACENT TO THE WESTERN CORPORATE LIMITS OF THE CITY OF HAGERSTOWN**

# TABLE OF CONTENTS

## ANNEXATION BY BILTRITE HOMES CORPORATION, THE VINCENT R. GROH ESTATE AND TCA TRUST CORP AMERICA


- Petition for Annexation
  - Attachments to Petition
    - Exhibit #1: Plat showing proposed Annexation
    - Exhibit #2: Metes and Bounds Legal Description of Proposed Annexation.
    - Exhibit #3: State Department of Assessments and Taxation

      Assessed Valuation of Property Information Sheet
    - Exhibit #4: City of Hagerstown Zoning Map- Existing
    - Exhibit #5: Text of Current Zoning of Parcel (RS Zoning)
    - Exhibit #6: Copy of Tax Map

# PETITION FOR ANNEXATION OF
# 21.56 Acres, 1.24 Acres and 0.11 Acres (22.91 Acres total), East Side of I-81 and north of National Pike, Hagerstown, Maryland 21740
# INTO THE CITY OF HAGERSTOWN

PURSUANT to §4-402 and §4-404 of the Local Government Article of the Annotated Code of Maryland as amended, the undersigned, **Biltrite Homes Corporation**, **The Vincent R. Groh Estate and Trust Corp America** (the "Petitioner") does hereby petition and request, subject to the terms and conditions stated herein, that the City of Hagerstown, Maryland, a Maryland municipal corporation (the "City") through its governing body, the Mayor and City Council, enlarge the corporate boundaries of the City of Hagerstown by annexing and including therein +/- 22.91 acres of real property located on the east side of Interstate 81 and North side of the National Pike and shown as Parcels: 52, 439 and 468 on Tax Map 37 (the "Property"), together with all of the improvements, rights-of-ways, privileges and appurtenances thereunto belonging.

The Property is shown and described as the "Lands of Biltrite Homes Corporation, Et. Al." on the plat entitled "Annexation Plat – Lands of Biltrite Homes Corporation Et. Al." prepared by Frederick, Seibert & Associates, Inc. dated June 16, 2026, which is attached hereto and incorporated herein as **Exhibit #1**, and more particularly described by the metes and bounds legal description attached hereto and incorporated herein as **Exhibit #2**, which shall be appended to the current legal description of the City of Hagerstown.

The Property is contiguous and adjoining to the existing corporate limits of the City of Hagerstown (MD Code, Local Govt. §4-401(b)(1); and this annexation will not create any unincorporated area which is bounded on all sides by (i) real property presently within the corporate limits of the City, (ii) real property proposed to be within the corporate limits of the City as a result of the proposed annexation, or (iii) any combination of such properties. (MD Code, Local Govt. §4-401(b)(2)(i-iii).

There are no residents living in the area to be annexed; and the Petitioner is the owner of at least twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed. (MD Code, Local Govt. §4-404(a).

The specific conditions upon which this Petition is submitted are as follows:

1. Petitioner shall pay the costs of all public notices and advertisements, all survey costs, and engineering costs necessary to effectuate the purpose of this Petition.

2. The Property shall be added to the corporate boundaries of the City of Hagerstown and the Property and any persons now or hereafter residing on the Property shall be generally subject to the provisions of the Charter of the City, the Code of the City of Hagerstown, including those related to the installation and connection to existing utilities, facilities and municipal services, except as may be set forth to the contrary in this Petition.

3. 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 property, shall be at the expense of the then owner(s) or developer(s) of the Property requesting same and shall be at no cost to the City.

4. The Property shall be zoned by the City, as of the effective date of the Annexation Resolution, RMOD-(Residential Moderate-Density).

5. Pursuant to Maryland Code, Local Govt. §4-416, express approval of the zoning Classification by the Washington County Board of County Commissioners shall not be required because RMOD does not permit development of the Property for land-uses substantially different or at a substantially higher density than could be granted in accordance with the current RU (Residential Urban) Washington County zoning classification.

6. Upon verifying that the requirements of Maryland Code, Local Govt. §4-104 have been compiled with, the presiding officer of the City's legislative body shall promptly cause to be introduced a resolution proposing to enlarge the City of Hagerstown's corporate boundaries and to establish the zoning classification of the Property pursuant to the terms and conditions of this Petition.

7. In addition to, but not as part of the resolution proposing to enlarge the City of Hagerstown's corporate boundaries, an annexation plan shall be prepared by City staff and presented to the City and at least thirty (30) days before the public hearing on this annexation, a copy of the annexation plan shall be provided to (i) the Board of County Commissioners for Washington County, Maryland, (ii) the Department of Planning; and (iii) any regional or State planning agency with jurisdiction in Washington County, as Required under Local Govt. §4-415.

8. Petitioners agree that neither the receipt of this Petition nor the presentment of a Resolution to the Mayor and Council by the City is to be considered a waiver of any provisions of the Annotated Code of Maryland, or the common law thereof.

9. Petitioners further agree that the final determination as to whether or not the City shall enlarge its corporate boundaries as requested herein lies exclusively within the discretion of the legislative body.

10. All conditions of annexation shall be either specifically provided for herein or shall be Mutually agreed upon in the Resolution adopting this annexation.

11. The Petitioner reserves the right to withdraw this Petition and to terminate any agreement contained herein, if the conditions of annexation specified herein are materially changed to the Petitioner's detriment, as determined in the sole and absolute discretion of the Petitioner.

The assessed valuation of the property requested to be annexed is as shown on the Maryland Department of Assessments and Taxation information sheet(s) attached hereto as Exhibit #3.

WITNESS

PETITIONER
Biltrite Homes Corp

By: _____ (SEAL)
Kathryn Groh
President of Biltrite Homes Corp

## VERIFICATION

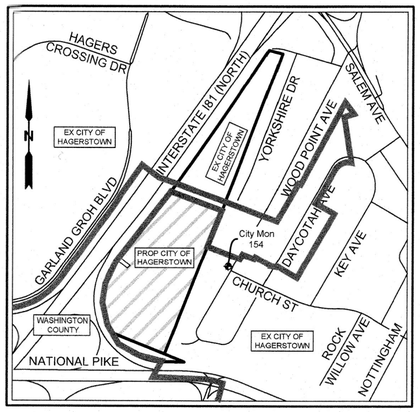
I HEREBY CERTIFY that I have verified the signatures contained on the Petition for Annexation dated the _____ day of _____, 20_____, for the property described and shown in said Petition for Annexation which is attached hereto; and I do hereby certify that they are true and correct signatures of said persons and I further certify, pursuant to Maryland Code, Local Government §4-404 that the Petition in fact is signed by the owners of not less than twenty-five percent (25%) of the assessed valuation of the real property located in the area to be annexed and that there are fewer than twenty (20) persons who reside in the area proposed to be annexed and who are registered voters in the Washington County Election District in which the area to be annexed is located.

The assessed valuation of the real property referred to herein, as of this date, is _____DOLLARS ($_____).

WITNESS my hand and seal this _____ day of _____, 20____.

_____
, City Clerk

_____
, Mayor




= LANDS TO BE ANNEXED

ANNEXATION AREA TABLE

| | |
|---|---|
| 21.56 AC. | P/O L.286 F.407 |
| 1.24 AC. | L.3514 F.1 TRACT 5 |
| +0.11 AC. | L.531 F.45 |
| 22.91 AC. | TOTAL |

MD STATE PLANE
NAD 83 NAVD 88




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 74°57'47" E | 129.18' |
| L2 | S 21°13'19" W | 131.78' |
| L3 | N 38°48'02" E | 13.23' |
| L4 | S 53°53'05" E | 125.00' |
| L5 | N 47°21'55" E | 34.38' |
| L6 | N 51°08'05" W | 130.00' |
| L7 | N 38°46'55" E | 109.40' |
| L8 | S 21°46'53" W | 80.40' |
| L9 | S 21°52'20" W | 59.84' |
| L10 | S 21°46'45" W | 119.37' |
| L11 | S 69°31'25" E | 3.57' |
| L12 | S 21°57'00" W | 85.91' |
| L13 | S 67°28'32" E | 198.73' |
| L14 | N 38°46'34" E | 40.00' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 23024.13' | 1004.72' | 1004.64' | N 35°31'34" E | 2°30'01" |
| C2 | 571.11' | 699.33' | 656.45' | N 03°34'17" E | 70°09'34" |
| C3 | 23024.13' | 668.58' | 668.56' | N 37°49'53" E | 1°39'50" |
| C4 | 23024.13' | 89.77' | 89.77' | N 36°53'17" E | 0°13'24" |
| C5 | 571.11' | 582.17' | 557.29' | N 60°42'40" W | 58°24'20" |

SCALE: 1" = 200'

200 0 100 200 400

MISC PLAT NO _____
DATE _____
WASHINGTON COUNTY

## Land Surveyor's Certification

I hereby certify that the plat shown hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications of the Hagerstown Subdivision Ordinance. This plat was prepared by and supported by field surveys done by me or by my responsible charge all with requirements set forth by COMAR 09.13.06.12.

Date: June 24, 2026

Professional Land Surveyor

## Mayor's Certificate

"I hereby certify that the intent of this annexation plat is to incorporate these parcel into the corporate limits of the City of Hagerstown. The legal owners of record is Vincent R. Groh and TCA Trustcorp America. The undersigned adopted Resolution No._____ on _____. Vincent R. Groh and TCA Trustcorp America consented to the Annexation of it's parcel, which consent is evidenced in Exhibit ___ attached to the Resolution"

Date:_____

_____
William B McIntire
Mayor, City of Hagerstown

## General Notes

1. Coordinates and rotation based on FSA Control Point #6 (An iron pin & cap located at the end of Church Street and on the South Line of the Existing 30' Waterline Easement shown hereon) having horizontal coordinates X:1102974.31, Y:725544.34.
2. The current owners of record are Biltrite Homes Corporation, The Vincent R. Groh Estate and TCA Trustcorp America.
3. The current County Zoning Classification for this parcel is RU - Residential, Urban District
4. The proposed City Zoning Classification for this parcel is RMOD - Residential, Moderate Density.
5. This plat does not represent any property line subdivision at this time.
6. Annexation Case Number xxxxx.
7. Annexation Resolution was adopted by the Mayor & Council on xxxxx. Annexation became effective on xxxx Per Resolution Number xx-xx-xx.

## ADJOINERS

1. N/F Edawrd & Tammi Harne (L.4938 F.451)
2. N/F Mary J. Harshman (L.3531 F.01)
3. N/F BJC LLC (L.6721 F.447)
4. N/F Coastal Properties Renovators LLC (.5911 F.58)
5. N/F Kristine E. Bell (L.4307 F.480)
6. N/F Gary M. Lloyd (L.1230 F.1040)
7. N/F Terry & Karen Stanley (L.1813 F.730)
8. N/F Carolyn R. Strawsburg (L.1725 F.536)
9. N/F Holly A Kauffman (L.1545 F.771)
10. N/F Rhonda J. Hall (L.1605 F.1023)
11. N/F Dale & Dolores Carver (L.1166 F.580)
12. N/F Jeremy & Tara Kessel (L.6400 F.378)
13. N/F Ronald & Rose Shatzer (L.6037 F.154)
14. N/F Anna K. Railing (L.5904 F.165)
15. N/F Joanna Hart (L.3962 F.479)
16. N/F Katie & Kevin Churchey Jr (L.4639 F.327)
17. N/F Wei Shao & Kui Gong (L.2043 F.523)
18. N/F Brandon Kinzer (L.6001 F.243)
19. N/F John & Mildred Smith (L.6767 F.184)
20. N/F Stephen M. Radtke (L.2648 F.136)
21. N/F Tasha Walls (L.6637 F.274)
22. N/F Scott & Michele Johnston (L.919 F.687)
23. N/F Cosner Buisness First LLC (L.5622 F.09)
24. N/F Caleb & Jessika Wilt (L.3709 F.38)
25. N/F Stephen & Beth Bechtel (L.1267 F.874)
26. N/F Michael & Kathryn Randall (L.5101 F.152)
27. N/F The Redeemed Christian Church of God Throne of Grace Parish (L.4488 F.29)
28. N/F Alison & Scott Hoffman Jr. (L.5619 F.351)
29. N/F Juan Castellanos & Leticia Cisneros (L.6141 F.320)
30. N/F Cosner Buisness First LLC (L.6278 F.116)
31. N/F Howard & Khadija Afam (L.2591 F.417)
32. N/F Eugene & Lisa Commer (L.2670 F.40)
33. N/F Terry L. Moss (L.343 F.569)
34. N/F Kyle S. Collins (L.5004 F.276)
35. N/F Jo Ann & Daniel Litten Jr. (L.4137 F.191)
36. N/F Nathanael Barnard (L.5544 F.76)
37. N/F Caitlin Lambert & Gabriel Reynolds (L.4490 F.189)
38. N/F Andrew W. Donaldson (L.4536 F.141)
39. N/F Wayne & Stefan Bockstanz (L.6500 F.458)
40. N/F Vincent R. Groh (L.404 F.223)
41. N/F Vincent R. Groh (L.404 F.223)
42. N/F Vincent R. Groh (L.404 F.223)

STATE OF MARYLAND
FREDERIC MARK FREDERICK
LS 10731
REGISTERED
PROFESSIONAL LAND SURVEYOR

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.
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11142 WILLIAMSPORT PIKE GREENCASTLE, PA 17225 717.597.1007
505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111
15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531

**Annexation Plat-Lands of Biltrite Homes Corporation Et. al.**
**Washington County - L.3514, F.01, L.286, F.407 & L.531 F.45**

TAX MAP: 37 - PARCELS: 45, 52 & 439
HAGERSTOWN MARYLAND, 21740
WASHINGTON COUNTY

PROJECT NO.
2024-0367

| DWN BY | DATE |
|---|---|
| MTJ | 06-16-2026 |

PROJECT MANAGER: FFrederick
EMAIL: FFrederick@fsa-inc.com
PROPERTY INFORMATION
37-14-52
SCALE
1" = 200'

SHEET TITLE

ANNEXATION PLAT

LANDS OF BILTRITE HOMES CORPORATION ET. AL. TO BE ANNEXED INTO THE CITY OF HAGERSTOWN, MD

SHEET 01 OF 01

SP-__-___

SP-__-___

P:\SHARED FOLDERS\PROJECTS\2024\0367\DWG\2024-0367 - ANNEXATION PLAT (UPDATED - 2026).DWG 2026-06-24

July 14, 2026

**ANNEXATION DESCRIPTION**

Proposed Annexation of the lands of the City of Hagerstown (Pumping Station), Vincent R. Groh Trustee c/o TCA Trust Corp America and a portion of the lands of Biltrite Homes Corp

Situate along the east side of Interstate 81 and along the north side of the National Pike (a.k.a. Route 40, West Franklin Street) and along the west side of the Residential Lots fronting on Woodpoint Avenue in Election District No. 13 and 24 and being more particularly described as follows:

Beginning at the most southwestern corner of lands of Kathryn Ketner Costa-Randall (Liber 7680, folio 212), thence running in a clockwise direction and with Maryland State Plane North and running along the western boundary of lots fronting on Woodpoint Avenue, S 21°57'00" W 365.12 feet to a point, thence S 21°46'53" W 80.40 feet to a point on the northern right-of-way line of Church Street, thence running across Church Street, S 21°52'20" W 59.84 feet to a point, thence continuing along the rear of lots fronting on Woodpoint Avenue, S 21°46'45' W 119.37 feet to a point, thence S 21°46'28" W 808.64 feet to a point on the boundary of other lands of Vincent R. Groh Estate c/o TCA Trust Corp America (Liber 3514, folio 1), thence running with the northern boundary thereof, S 67°28'32" E 198.73 feet to a point on the northern right-of-way line of the National Pike at its intersection with the north bound on ramp to Interstate 81, thence running with said on ramp, S 11°31'28" W 0.49 feet to a point, thence with a curve to the left having a radius of 2059.86 feet, an arc length of 92.61 feet and a chord bearing and distance of N 88°36'49" W 92.61 feet to a point, thence N 89°43'13" W 102.44 feet to a point, thence with a curve to the right having a radius of 571.11 feet, an arc length of 582.17 feet and a chord bearing and distance of N 60°42'40" W 557.29 feet to a point, thence continuing with a curve to the right having a radius of 571.11 feet, an arc length of 699.33 feet and a chord bearing and distance of N 3°34'17" E 656.45 feet to a point, thence N 38°48'02" E 13.23 feet to a point on the eastern right-of-way line of Interstate 81 and also being the most southwestern corner of lands now or formerly of the City of Hagerstown (Pump Station) as recorded at Liber 531, folio 45, thence continuing with the western boundary thereof and along the eastern right-of-way line of Interstate 81, N 38°46'34" E 40.00 feet to a point, thence N 38°46'55" E 109.40 feet to a point, thence with a curve to the left having a radius of 23024.13 feet, an arc length of 668.58 feet and a chord bearing and distance of N 37°49'53" E 668.56 feet to a point, thence leaving the eastern right-of-way line of Interstate 81 and running across said property and along the southern boundary as

hereby established for lands remaining in Washington County and being other lands of Biltrite Homes Corporation (Liber 286, 407), S 69°33'00" E 509.79 feet to the place of beginning;

Containing 22.91 acres of land more or less;

Said lands being that portion of lands of Biltrite Homes Corporation as recorded at Liber 286, folio 407 together with that portion of the lands of Vincent R. Groh Estate, c/o TCA Trust Corp America, Liber 3514, folio 1; together with all the lands of the City of Hagerstown per Liber 531, folio 45 all among the land records of Washington County, Maryland.

FMF/vab.2024-0367 annexation desc

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:** None

**Account Number:** **District - 13 Account Identifier -** 026319

## Owner Information

| | | | |
|---|---|---|---|
| **Owner Name:** | HAGERSTOWN CITY OF | **Use:** | EXEMPT |
| | | **Principal Residence:** | NO |
| **Mailing Address:** | CITY HALL<br>HAGERSTOWN MD 21740 | **Deed Reference:** | /00531/ 00045 |

## Location & Structure Information

| | | | |
|---|---|---|---|
| **Premises Address:** | BROADFORDING RD<br>HAGERSTOWN 0-0000 | **Legal Description:** | LOT .11 ACRE<br>BROADFORDING ROAD |

| Map: | Grid: | Parcel: | Neighborhood: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: |
|---|---|---|---|---|---|---|---|---|---|
| 0037 | 0014 | 0468 | 13010330.22 | 0000 | | | | 2026 | Plat Ref: |

**Town:** None

| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
|---|---|---|---|---|
| | | | 0.1100 AC | |

| Stories | Basement | Type | Exterior | Quality | Full/Half Bath | Garage | Last Notice of Major Improvements | Pending Permit |
|---|---|---|---|---|---|---|---|---|
| / | | | | | | | | None |

## Value Information

| | Base Value | Value As of 01/01/2026 | Phase-in Assessments As of 07/01/2025 | Phase-in Assessments As of 07/01/2026 |
|---|---|---|---|---|
| **Land:** | 1,100 | 1,100 | | |
| **Improvements** | 0 | 0 | | |
| **Total:** | 1,100 | 1,100 | 1,100 | 1,100 |
| **Preferential Land:** | 0 | 0 | | |

## Transfer Information

| | | |
|---|---|---|
| **Seller:** | **Date:** | **Price:** |
| **Type:** | **Deed1:** /00531/ 00045 | **Deed2:** |
| **Seller:** | **Date:** | **Price:** |
| **Type:** | **Deed1:** | **Deed2:** |
| **Seller:** | **Date:** | **Price:** |
| **Type:** | **Deed1:** | **Deed2:** |

## Exemption Information

| | | | |
|---|---|---|---|
| **Partial Exempt Assessments:** | **Class** | 07/01/2025 | 07/01/2026 |
| **County:** | 650 | 1,100.00 | 1,100.00 |
| **State:** | 650 | 1,100.00 | 1,100.00 |
| **Municipal:** | 650 | 0.0010.00 | 0.0010.00 |

**Special Tax Recapture:** None

## Homestead Application Information

**Homestead Application Status:** No Application

## Homeowners' Tax Credit Application Information

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

Exhibit 3-3

Real Property Data Search ( )
Search Result for WASHINGTON COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

**Account Identifier:** District - 24 Account Number - 001296

## Owner Information

**Owner Name:** GROH VINCENT R TRUSTEE
**Use:** AGRICULTURAL
**Principal Residence:** NO

**Mailing Address:** C/O TCA TRUST CORP AMERICA
18702 CRESTWOOD DR
HAGERSTOWN MD 21742-2832
**Deed Reference:** /03514/ 00001

## Location & Structure Information

**Premises Address:** NATIONAL PIKE
HAGERSTOWN 21740-0000

**Legal Description:** 1.18 ACRES REM
NATIONAL PIKE
E/S I-81

Actually 1.24

| Map | Grid | Parcel | Neighborhood | Subdivision | Section | Block | Lot | Assessment Year | Plat No | Plat Ref |
|---|---|---|---|---|---|---|---|---|---|---|
| 0037 | 0014 | 0052 | 24010450.22 | 0000 | | | | 2023 | 5922 | |

**Town:** None

| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
|---|---|---|---|---|
| | | | 1.1800 AC | |

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

## Value Information

| | Base Value | Value | Phase-in Assessments | |
|---|---|---|---|---|
| | | As of 01/01/2023 | As of 07/01/2024 | As of 07/01/2025 |
| Land: | 500 | 500 | | |
| Improvements | 0 | 0 | | |
| Total: | 500 | 500 | 500 | 500 |
| Preferential Land: | 500 | 500 | | |

## Transfer Information

| | | |
|---|---|---|
| **Seller:** GROH CHARLES G ET AL | **Date:** 06/17/2008 | **Price:** $0 |
| **Type:** NON-ARMS LENGTH OTHER | **Deed1:** /03514/ 00001 | **Deed2:** |
| **Seller:** GROH GARLAND E | **Date:** 12/19/1995 | **Price:** $0 |
| **Type:** NON-ARMS LENGTH OTHER | **Deed1:** /02615/ 00006 | **Deed2:** |
| **Seller:** | **Date:** | **Price:** |
| **Type:** | **Deed1:** | **Deed2:** |

## Exemption Information

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

Special Tax Recapture: AGRICULTURAL TRANSFER TAX

## Homestead Application Information

**Homestead Application Status:** No Application

## Homeowners' Tax Credit Application Information

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

Exhibit 3-2

Real Property Data Search ( )
Search Result for WASHINGTON COUNTY

View Map | View GroundRent Redemption | View GroundRent Registration

Special Tax Recapture: None

**Account Identifier:** District - 13 Account Number - 001111

## Owner Information

**Owner Name:** BILTRITE HOMES CORP
**Use:** RESIDENTIAL
**Principal Residence:** NO
**Mailing Address:** C/O TCA TRUSTCORP AMERICA
18702 CRESTWOOD DR
HAGERSTOWN MD 21742-2832
**Deed Reference:** /00286/ 00407

## Location & Structure Information

**Premises Address:** 18001 HOLLYHOCK RD
HAGERSTOWN 21740-0000
**Legal Description:** 5.948 ACRES
18001 HOLLYHOCK ROAD
HAGERSTOWN

incorrect actually 22.54 in total

| Map: | Grid: | Parcel: | Neighborhood: | Subdivision: | Section: | Block: | Lot: | Assessment Year: | Plat No: |
|---|---|---|---|---|---|---|---|---|---|
| 0037 | 0014 | 0439 | 13010330.22 | 0000 | | | | 2023 | Plat Ref: 5922 |

**Town:** None

| Primary Structure Built | Above Grade Living Area | Finished Basement Area | Property Land Area | County Use |
|---|---|---|---|---|
| | | | 5.9400 AC | |

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

## Value Information

| | Base Value | Value | Phase-in Assessments | |
|---|---|---|---|---|
| | | As of 01/01/2023 | As of 07/01/2024 | As of 07/01/2025 |
| Land: | 94,700 | 99,700 | | |
| Improvements | 0 | 0 | | |
| Total: | 94,700 | 99,700 | 98,033 | 99,700 |
| Preferential Land: | 0 | 0 | | |

## Transfer Information

| | | |
|---|---|---|
| Seller: | Date: | Price: |
| Type: | Deed1: /00286/ 00407 | Deed2: |
| Seller: | Date: | Price: |
| Type: | Deed1: | Deed2: |
| Seller: | Date: | Price: |
| Type: | Deed1: | Deed2: |

## Exemption Information

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

Special Tax Recapture: None

## Homestead Application Information

**Homestead Application Status:** No Application

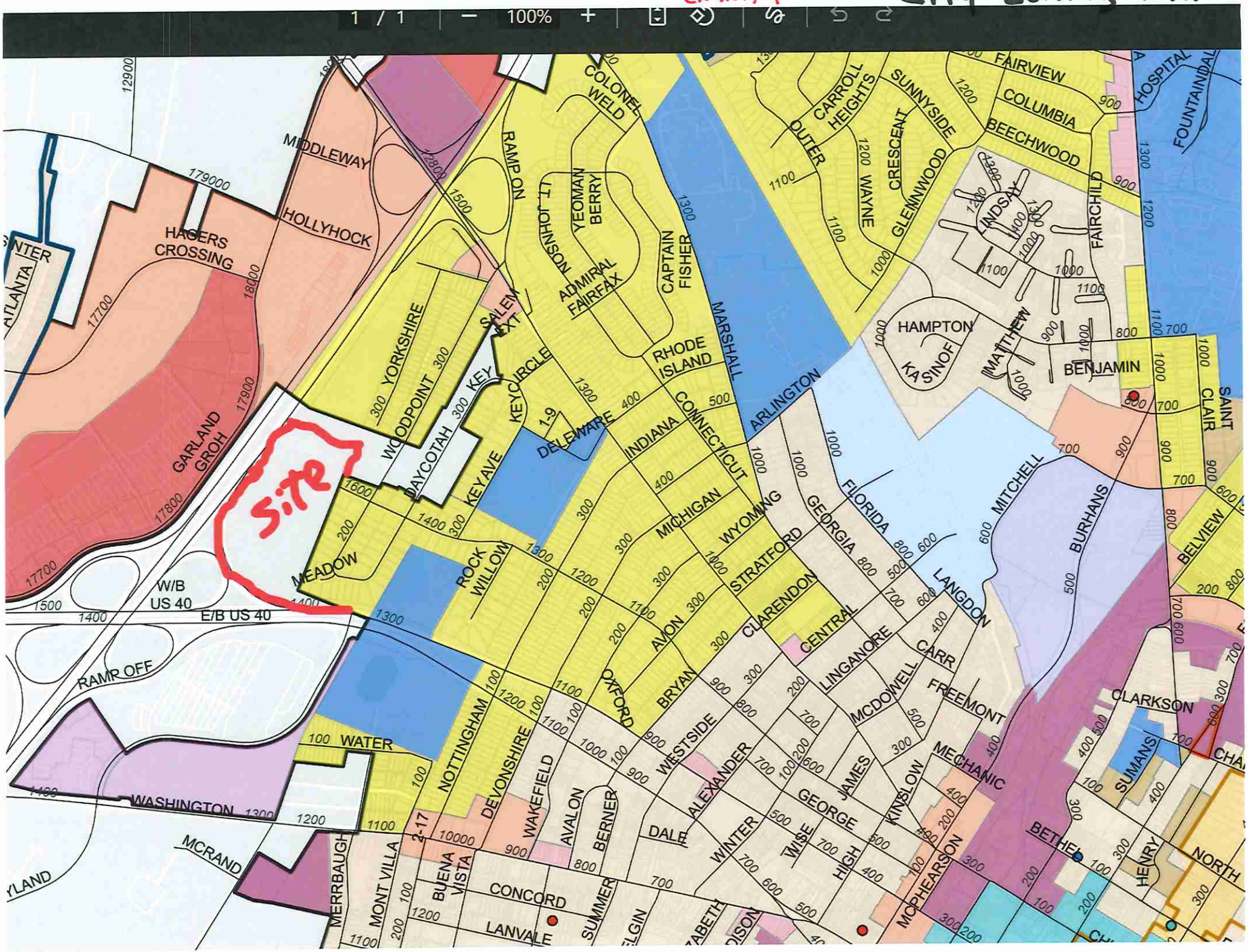
## Homeowners' Tax Credit Application Information

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

Exhibit 3-1

Exhibit 4

# City Zoning MAP



## ARTICLE 9 "RU" RESIDENTIAL, URBAN DISTRICT[85]

Section 9.0 Purpose

The purpose of the Residential, Urban District is to provide appropriate locations in the Urban and Town Growth Areas for residential development at greater densities and limited community service type uses.

All new development in the Residential, Urban District should be served by public water and sewerage facilities approved by the Washington County Health Department.

The following regulations and the applicable regulations contained in other articles shall apply in the "RU" Residential, Urban District.

Section 9.1 Principal Permitted Uses

(a) Dwellings, single-family, two-family, and semi-detached.

(b) Agriculture, as defined in Article 28A, including animal husbandry facilities as defined in Article 28A, which shall be subject to the requirements set forth in Article 22, Division IX.

(c) Places of worship, schools, and colleges. (See Section 23.1(g))

(d) Buildings and properties of a cultural, civic, educational, social or community service-type, libraries, ponds, playgrounds, and community centers and their associated swimming pools.[86]

(e) Conversion and alteration of a building existing at the time of the enactment of this Ordinance to accommodate not more than two (2) families; provided that the requirements of Section 23.1 as well as the requirements of the Health Department are complied with.

(f) Mixed use developments subject to the provisions of Article 16.

Section 9.2 Special Exception Uses (Requiring Board Authorization After Public Hearing)[87] [88]

(a) Nursing/convalescent homes, assisted living, or comprehensive care facilities.

(b) Boarding or rooming houses.

---

85 Revision 17, Article 9 deleted and replaced, 4/17/12, eff. 7/1/12 (RZ-10-005) (ORD-2012-07)

86 Revision 17, Section 9.1(d) amended and eff. 2/26/13 (RZ-12-004) (ORD)-2013-03)

87 Revision 17, Section 9.2 amended and eff. 2/26/13 (RZ-12-004) (ORD-2013-03)

88 Revision 18, Section 9.2 amended 1/16/18 (RZ-17-007/ORD-2018-03)



Exhibit 5

(c) Clubs, fraternities, lodges, or similar organizations, not conducted as a gainful business, provided any buildings or structures are located subject to the distance requirements specified in Section 4.9.

(d) Professional offices, beauty parlors, or barbershops (in residence).

(e) Medical or dental clinics and hospitals.

(f) Golf courses, country clubs, private clubs, and similar recreational uses.

(g) Nursery schools or child care centers.

(h) Public utility buildings, structures, or uses not considered Essential Utility Equipment, as defined in Article 28A.

(i) Bed and Breakfast; up to five (5) guest rooms.

(j) Banquet/Reception Facilities.

Section 9.3 Accessory Uses

(a) Accessory buildings and uses customarily incidental to any principal permitted use or authorized special exception use.

(b) Incidental home occupations.

(c) Swimming pools, tennis, and other similar courts when accessory to a residence.

Section 9.4 Height Regulations

No principal permitted structure shall exceed forty (40) feet in height and no accessory structure shall exceed twenty-five (25) feet, except as provided in Section 23.4.

Section 9.5 Lot Area, Lot Width, and Yard Setback Requirements[89]

(a) The following minimum requirements shall be observed where public water and sewer facilities will be used, subject to the modified requirements in Article 23.[90]

---

89 Revision 18, Section 9.5 amended, 1/16/18 (RZ-17-007/ORD-2018-03)

90 Revision 17, Section 9.5(a) amended and eff. 2/26/13 (RZ-12-004/ORD-2013-03)

| | Lot Area | Lot Width | Lot Area Per Family | Front Yard Depth | Side Yard (Width Each Side Yard) | Rear Yard Depth |
|---|---|---|---|---|---|---|
| Dwelling, Single-Family* | 6,500 sq. ft. | 60 ft. | 6,500 sq. ft. | 20 ft. | 8 ft. | 25 ft. |
| Dwelling, Two-Family* | 10,000 sq. ft. | 70 ft. | 5,000 sq. ft. | 25 ft. | 10 ft. | 40 ft. |
| Dwelling, Semi-Detached* | 5,000 sq. ft. | 35 ft. | 5,000 sq. ft. | 25 ft. | 10 ft.(exterior side only) | 40 ft. |
| Clubs, Fraternities, etc. | 1 acre | 150 ft. | | 25 ft. | 25 ft. | 40 ft. |
| Nursing/Convalescent Homes | 1 acre | 150 ft. | | 25 ft. | 25 ft. | 40 ft. |
| Other Permitted or Special Exception Uses | 20,000 sq. ft. | 100 ft. | | 25 ft. | 20 ft. | 40 ft. |
| Banquet/Reception Facilities | 5 acres | 300 ft. | | 50 ft. | 100 ft. | 50 ft. |

*A corner lot shall maintain the specified front yard setback along both street frontages. Setbacks from the remaining property lines shall be measured as if they were side yard setbacks.

(b) The following minimum requirements shall apply where the Planning Commission has determined that the use of a public water and sewer system is not required according to the guidelines contained in Section 9.6.

| Use | Lot Area | Lot Width | Lot Area Per Family | Front Yard Depth | Side Yard (Width Each Side Yard) | Rear Yard Depth |
|---|---|---|---|---|---|---|
| Single-family and semi-detached dwellings* | 20,000 sq. ft. | 100 ft. | 20,000 sq. ft. | 40 ft. | 12 ft. | 50 ft. |
| Two Family* | 20,000 sq. ft. | 100 ft. | 10,000 sq. ft. | 40 ft. | 12 ft. | 50 ft. |

*A corner lot shall maintain the specified front yard setback along both street frontages. Setbacks from the remaining property lines shall be measured as if they were side yard setbacks.

Section 9.6 Public Facilities

(a) All new development in the Residential, Urban District shall be served by public water and sewer facilities that have been approved by the Health Department.

1. The Planning Commission may waive this requirement after consultation and advice from the Health Department.

2. Prior to a decision to grant or not grant a waiver of this requirement, the Planning Commission shall consider the following:

i. The need to protect environmental resources from potential pollution from failing septic systems.

ii. The availability and proximity of existing public water and sewer facilities.

iii. The status of any available plans for utility extensions in the future that may serve the area.

iv. The existence and operation of private, on-site health facilities in the vicinity.

v. Recommendations of the Washington County Health Department.

vi. The adopted Washington County Water and Sewerage Plan.

vii. Recommendations of the potential service provider.

viii. Any grant of a waiver to allow the use of a private, on-site well or septic system is conditional upon the agreement to abandon the private system and connect to the public utility when it becomes available.

ix. When the Planning Commission has determined that a waiver from the required use of public water and sewer facilities is appropriate the minimum lot size shall be as specified in Section 9.5(b). Lot dimensions shall also conform to any applicable minimum requirements affecting lot size, width or separations imposed by the Washington County Health Department.

x. Any private on-site well or septic system shall meet all Health Department requirements.

(b) All new development in the Residential, Urban District shall comply with the requirements of the Washington County Adequate Public Facilities Ordinance.

Section 9.7 Parking Requirements

Parking shall be provided or prohibited according to the requirements of Article 22, Division I, and where applicable, in compliance with Washington County's adopted Road and Street Design Standards.

The parking of tractor-trailers, either separately or in tandem, shall be prohibited on public or private streets in this District.

Section 9.8 Site Plans

Uses that require site plans according to the requirements of Section 4.11 shall comply with and provide all information necessary to determine compliance with the design guidelines contained in Article 22, Division I (Parking), Division II (Signs), Division X (Lighting) and Division XI (Landscaping, Screening and Buffering).

GIS Maps | FSAwebMap | SDAT: Real Property Data Searc | FINDER Online

TAX MAP

experience.arcgis.com/experience/88b7210e32394eb6b9c605e7add9edd8/page/Page?org=maryland&views=Share#widget_12=search_status:%7B"searchText"%3A"2224001296"%7D&...

GS | FSAwebMap | MDLANDREC: Hom... | Hagerstown, MD -... | Washington County,... | Middletown Valley... | Washington County... | Downloads | MD DFIRM Outreach

Exhibit 6

# INDER Online

Maryland Department of Planning

Find address or Tax Account ID

P.681 P.551 P.736 P/O P.2664 P.440 Hagers Crossing Dr P.2664-1 Hallbrook Rd Salem Ave 7A 81 7B

P.2664 P.2672 P.2672-1 P.2672-2 P.2672-3 P.2672-4 P.2671-1 P.2671-2 Walmart Supercenter P.2671 The Home Depot P.2669 Ulta Beauty P.2668 Panera Bread P.2670 GARLAND GROH BOULEVARD 6A 6B 6E 6F 6G 6R

City of Hagerstown

Washington County

P.439 P.462 Site P.52 A.D. 24 P.707 P.721 P.723 P.521 P.660 P.661 P.662 P.663 P.664 P.665 P.666 P.667 P.668 P.669 P.670 P.671 P.672 P.673 P.674 P.675 P.676 P.677 P.678 P.679 P.680 P.681 P.682 P.683 P.684 P.685 P.686 P.687 P.688 P.689 P.690 P.691 P.692 P.693 P.694 P.695 P.696 P.697 P.698 P.699 P.700 P.701 P.702 P.703 P.704 P.705 P.706 P.708 P.709 P.710 P.711 P.712 P.713 P.714 P.715 P.716 P.717 P.718 P.719 P.720 P.722 P.724 P.725 P.726 P.727 P.728 P.729 P.730 P.731 P.732 P.733 P.734 P.735 P.736 P.737 P.738 P.739 P.740 P.741 P.742 P.743 P.744 P.745 P.746 P.747 P.748 P.749 P.750 P.751 P.752 P.753 P.754 P.755 P.756 P.757 P.758 P.759 P.760 P.761 P.762 P.763 P.764 P.765 P.766 P.767 P.768 P.769 P.770 P.771 P.772 P.773 P.774 P.775 P.776 P.777 P.778 P.779 P.780 P.781 P.782 P.783 P.784 P.785 P.786 P.787 P.788 P.789 P.790 P.791 P.792 P.793 P.794 P.795 P.796 P.797 P.798 P.799 P.800 P.801 P.802 P.803 P.804 P.805 P.806 P.807 P.808 P.809 P.810 P.811 P.812 P.813 P.814 P.815 P.816 P.817 P.818 P.819 P.820 P.821 P.822 P.823 P.824 P.825 P.826 P.827 P.828 P.829 P.830 P.831 P.832 P.833 P.834 P.835 P.836 P.837 P.838 P.839 P.840 P.841 P.842 P.843 P.844 P.845 P.846 P.847 P.848 P.849 P.850 P.851 P.852 P.853 P.854 P.855 P.856 P.857 P.858 P.859 P.860 P.861 P.862 P.863 P.864 P.865 P.866 P.867 P.868 P.869 P.870 P.871 P.872 P.873 P.874 P.875 P.876 P.877 P.878 P.879 P.880 P.881 P.882 P.883 P.884 P.885 P.886 P.887 P.888 P.889 P.890 P.891 P.892 P.893 P.894 P.895 P.896 P.897 P.898 P.899 P.900 P.901 P.902 P.903 P.904 P.905 P.906 P.907 P.908 P.909 P.910 P.911 P.912 P.913 P.914 P.915 P.916 P.917 P.918 P.919 P.920 P.921 P.922 P.923 P.924 P.925 P.926 P.927 P.928 P.929 P.930 P.931 P.932 P.933 P.934 P.935 P.936 P.937 P.938 P.939 P.940 P.941 P.942 P.943 P.944 P.945 P.946 P.947 P.948 P.949 P.950 P.951 P.952 P.953 P.954 P.955 P.956 P.957 P.958 P.959 P.960 P.961 P.962 P.963 P.964 P.965 P.966 P.967 P.968 P.969 P.970 P.971 P.972 P.973 P.974 P.975 P.976 P.977 P.978 P.979 P.980 P.981 P.982 P.983 P.984 P.985 P.986 P.987 P.988 P.989 P.990 P.991 P.992 P.993 P.994 P.995 P.996 P.997 P.998 P.999 P.1000

National Pike NATIONAL PIKE 910 W Franklin St

-77.7407 39.6632 Degrees

Selected f

Esri Community

utors, WashCo MD, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnolo...

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Search

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

---

**Topic:**
Introduction of an Annexation Resolution: A-2026-03 – Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 2026_1124_RS_Introduction_of_an_Annexation_Resolution_A-2026-03_Groh_Estate.pdf | Introduction of an Annexation Resolution: A-2026-03 – Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America |

# REQUIRED MOTION

## MAYOR AND CITY COUNCIL

## HAGERSTOWN, MARYLAND

**DATE:** November 24th, 2026

**TOPIC: Introduction of Annexation Resolution – A-2026-03: Groh Estate - East side of Interstate 81 and North of Route 40.**

| | |
|---|---|
| Charter Amendment | |
| Code Amendment | |
| Ordinance | |
| Resolution | X |
| Other | |

**MOTION:** I hereby move that the Mayor and Council introduce an Annexation Resolution for Annexation Case No. A-2026-03: Groh Estate located on the east side of Interstate 81 and north side of Route 40. The portion of property to be annexed is approximately 22.91 acres in size and is intended to be added to and made part of the adjacent municipal lands with R-MOD zoning. The resolution package includes the annexation plat and zoning exhibit.

DATE OF INTRODUCTION: 11/24/26

HEARING DATE: 01/26/27

DATE OF PASSAGE: TBD

EFFECTIVE DATE: TBD

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 "*Groh Estate Annexation*, Case No. A-2026-03."

**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 into the City additional lands in accordance with the requirements set forth therein; and

**WHEREAS**, the proposal to enlarge the corporate boundaries of the City of Hagerstown by adding or annexing thereto the below described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, as contained in the Petition for Annexation of +/- 22.91 acres on Church Street into the City of Hagerstown, submitted to this legislative body on October 27th, 2026 by Vincent Groh Estate and TCA Trust Corp, America and signed by the requisite number of persons as prescribed and set forth in MD Code, Local Government §4-404(a), as residents registered voters, and/or owners of the realty contained within the area to be annexed; the Petition being incorporated herein by reference as if set forth herein and made a part hereof; and

**WHEREAS**, all other necessary documents have been introduced, and will be made available for public viewing, and made available for discussion at the public hearing held on December 15th, 2026; and

**WHEREAS**, the Mayor, who is the presiding officer of the legislative body, has caused to be made a verification of the signatures on the Petition, 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 the 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 to the corporate limits was referred to the Planning Commission for the City of Hagerstown, which said Commission has studied the proposed zoning of the tracts described herein in relation to the Comprehensive Plan, the Zoning Ordinance and all other applicable ordinance, the needs of the City and County, and the needs of the particular

neighborhoods and vicinities of the area, and have approved the same and that the rezoning of said tract of land 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, that the boundaries of the City, pursuant to the provisions of MD Code, Local Government §4-401, et seq., be and the same are hereby amended and enlarged 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 shown and described as the "Groh Estate" on the survey plat entitled "Annexation Plat- for the lands of Biltrite Homes Corporation et al. to be annexed into the City of Hagerstown, MD" prepared by Frederick, Seibert & Associates dated July 16, 2026, which is attached hereto and incorporated herein as Exhibit 1, and more particularly described by the metes and bounds description attached hereto and incorporated herein as Exhibit 2.

**AND BE IT FURTHER RESOLVED**, that the subject property to be annexed shall have zoning classification of R-MOD (Residential Moderate Density) upon annexation, as more depicted on the Zoning Exhibit attached hereto and incorporated herein as Exhibit 3.

**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 are 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.

**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 hereon shall be filed.

WITNESS AND ATTEST AS TO CORPORATE SEAL

BY THE MAYOR AND CITY COUNCIL OF HAGERSTOWN, MARYLAND.

_____

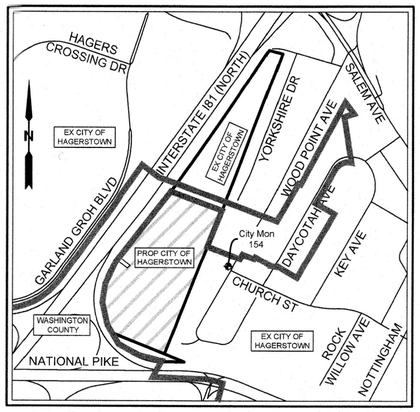
Donna K. Spickler
City Clerk

_____

William McIntire
Mayor

Date Introduced: November 24, 2026
Public Hearing Date: January 26, 2027
Date of Passage: To Be Determined
Effective Date: To Be Determined

*Exhibit 1*




= LANDS TO BE ANNEXED

ANNEXATION AREA TABLE

| | |
|---|---|
| 21.56 AC. | P/O L.286 F.407 |
| 1.24 AC. | L.3514 F.1 TRACT 5 |
| +0.11 AC. | L.531 F.45 |
| 22.91 AC. | TOTAL |

MD STATE PLANE
NAD 83 NAVD 88




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | S 74°57'47" E | 129.18' |
| L2 | S 21°13'19" W | 131.78' |
| L3 | N 38°48'02" E | 13.23' |
| L4 | S 53°53'05" E | 125.00' |
| L5 | N 47°21'55" E | 34.38' |
| L6 | N 51°08'05" W | 130.00' |
| L7 | N 38°46'55" E | 109.40' |
| L8 | S 21°46'53" W | 80.40' |
| L9 | S 21°52'20" W | 59.84' |
| L10 | S 21°46'45" W | 119.37' |
| L11 | S 69°31'25" E | 3.57' |
| L12 | S 21°57'00" W | 85.91' |
| L13 | S 67°28'32" E | 198.73' |
| L14 | N 38°46'34" E | 40.00' |

| CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE |
|---|---|---|---|---|---|
| C1 | 23024.13' | 1004.72' | 1004.64' | N 35°31'34" E | 2°30'01" |
| C2 | 571.11' | 699.33' | 656.45' | N 03°34'17" E | 70°09'34" |
| C3 | 23024.13' | 668.58' | 668.56' | N 37°49'53" E | 1°39'50" |
| C4 | 23024.13' | 89.77' | 89.77' | N 36°53'17" E | 0°13'24" |
| C5 | 571.11' | 582.17' | 557.29' | N 60°42'40" W | 58°24'20" |

SCALE: 1" = 200'

200 0 100 200 400

MISC PLAT NO _____
DATE _____
WASHINGTON COUNTY

## Land Surveyor's Certification

I hereby certify that the plat shown hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and that the monuments have been placed as shown hereon to the specifications of the Hagerstown Subdivision Ordinance. This plat was prepared by and supported by field surveys done by me or by my responsible charge all with requirements set forth by COMAR 09.13.06.12.

Date: June 24, 2026

Professional Land Surveyor

## Mayor's Certificate

"I hereby certify that the intent of this annexation plat is to incorporate these parcel into the corporate limits of the City of Hagerstown. The legal owners of record is Vincent R. Groh and TCA Trustcorp America. The undersigned adopted Resolution No._____ on _____. Vincent R. Groh and TCA Trustcorp America consented to the Annexation of it's parcel, which consent is evidenced in Exhibit ___ attached to the Resolution"

Date:_____

_____
William B McIntire
Mayor, City of Hagerstown

## General Notes

1. Coordinates and rotation based on FSA Control Point #6 (An iron pin & cap located at the end of Church Street and on the South Line of the Existing 30' Waterline Easement shown hereon) having horizontal coordinates X:1102974.31, Y:725544.34.
2. The current owners of record are Biltrite Homes Corporation, The Vincent R. Groh Estate and TCA Trustcorp America.
3. The current County Zoning Classification for this parcel is RU - Residential, Urban District
4. The proposed City Zoning Classification for this parcel is RMOD - Residential, Moderate Density.
5. This plat does not represent any property line subdivision at this time.
6. Annexation Case Number xxxxx.
7. Annexation Resolution was adopted by the Mayor & Council on xxxxx. Annexation became effective on xxxx Per Resolution Number xx-xx-xx.

## ADJOINERS

1. N/F Edawrd & Tammi Harne (L.4938 F.451)
2. N/F Mary J. Harshman (L.3531 F.01)
3. N/F BJC LLC (L.6721 F.447)
4. N/F Coastal Properties Renovators LLC (.5911 F.58)
5. N/F Kristine E. Bell (L.4307 F.480)
6. N/F Gary M. Lloyd (L.1230 F.1040)
7. N/F Terry & Karen Stanley (L.1813 F.730)
8. N/F Carolyn R. Strawsburg (L.1725 F.536)
9. N/F Holly A Kauffman (L.1545 F.771)
10. N/F Rhonda J. Hall (L.1605 F.1023)
11. N/F Dale & Dolores Carver (L.1166 F.580)
12. N/F Jeremy & Tara Kessel (L.6400 F.378)
13. N/F Ronald & Rose Shatzer (L.6037 F.154)
14. N/F Anna K. Railing (L.5904 F.165)
15. N/F Joanna Hart (L.3962 F.479)
16. N/F Katie & Kevin Churchey Jr (L.4639 F.327)
17. N/F Wei Shao & Kui Gong (L.2043 F.523)
18. N/F Brandon Kinzer (L.6001 F.243)
19. N/F John & Mildred Smith (L.6767 F.184)
20. N/F Stephen M. Radtke (L.2648 F.136)
21. N/F Tasha Walls (L.6637 F.274)
22. N/F Scott & Michele Johnston (L.919 F.687)
23. N/F Cosner Buisness First LLC (L.5622 F.09)
24. N/F Caleb & Jessika Wilt (L.3709 F.38)
25. N/F Stephen & Beth Bechtel (L.1267 F.874)
26. N/F Michael & Kathryn Randall (L.5101 F.152)
27. N/F The Redeemed Christian Church of God Throne of Grace Parish (L.4488 F.29)
28. N/F Alison & Scott Hoffman Jr. (L.5619 F.351)
29. N/F Juan Castellanos & Leticia Cisneros (L.6141 F.320)
30. N/F Cosner Buisness First LLC (L.6278 F.116)
31. N/F Howard & Khadija Afam (L.2591 F.417)
32. N/F Eugene & Lisa Commer (L.2670 F.40)
33. N/F Terry L. Moss (L.343 F.569)
34. N/F Kyle S. Collins (L.5004 F.276)
35. N/F Jo Ann & Daniel Litten Jr. (L.4137 F.191)
36. N/F Nathanael Barnard (L.5544 F.76)
37. N/F Caitlin Lambert & Gabriel Reynolds (L.4490 F.189)
38. N/F Andrew W. Donaldson (L.4536 F.141)
39. N/F Wayne & Stefan Bockstanz (L.6500 F.458)
40. N/F Vincent R. Groh (L.404 F.223)
41. N/F Vincent R. Groh (L.404 F.223)
42. N/F Vincent R. Groh (L.404 F.223)

STATE OF MARYLAND
FREDERIC MARK FREDERICK
LS 10731
REGISTERED
PROFESSIONAL LAND SURVEYOR

FSA
FREDERICK, SEIBERT & ASSOCIATES, INC.
CIVIL ENGINEERS • SURVEYORS • LANDSCAPE ARCHITECTS • LAND PLANNERS
fsa-inc.com
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128 SOUTH POTOMAC STREET HAGERSTOWN, MD 21740 301.791.3650
11142 WILLIAMSPORT PIKE GREENCASTLE, PA 17225 717.597.1007
505 SOUTH HANOVER STREET CARLISLE, PA 17013 717.701.8111
15 EAST MAIN STREET NEW BLOOMFIELD, PA 17068 717.275.7531

**Annexation Plat-Lands of Biltrite Homes Corporation Et. al.**
**Washington County - L.3514, F.01, L.286, F.407 & L.531 F.45**

TAX MAP: 37 - PARCELS: 45, 52 & 439
HAGERSTOWN MARYLAND, 21740
WASHINGTON COUNTY

PROJECT NO.
2024-0367

| DWN BY | DATE |
|---|---|
| MTJ | 06-16-2026 |

PROJECT MANAGER: FFrederick
EMAIL: FFrederick@fsa-inc.com
PROPERTY INFORMATION
37-14-52
SCALE
1" = 200'

SHEET TITLE

ANNEXATION PLAT

LANDS OF BILTRITE HOMES CORPORATION ET. AL. TO BE ANNEXED INTO THE CITY OF HAGERSTOWN, MD

SHEET 01 OF 01

SP-__-___

SP-__-___

P:\SHARED FOLDERS\PROJECTS\2024\0367\DWG\2024-0367 - ANNEXATION PLAT (UPDATED - 2026).DWG 2026-06-24

*Exhibit 2*

July 14, 2026

**ANNEXATION DESCRIPTION**

Proposed Annexation of the lands of the City of Hagerstown (Pumping Station), Vincent R. Groh Trustee c/o TCA Trust Corp America and a portion of the lands of Biltrite Homes Corp

Situate along the east side of Interstate 81 and along the north side of the National Pike (a.k.a. Route 40, West Franklin Street) and along the west side of the Residential Lots fronting on Woodpoint Avenue in Election District No. 13 and 24 and being more particularly described as follows:

Beginning at the most southwestern corner of lands of Kathryn Ketner Costa-Randall (Liber 7680, folio 212), thence running in a clockwise direction and with Maryland State Plane North and running along the western boundary of lots fronting on Woodpoint Avenue, S 21°57'00" W 365.12 feet to a point, thence S 21°46'53" W 80.40 feet to a point on the northern right-of-way line of Church Street, thence running across Church Street, S 21°52'20" W 59.84 feet to a point, thence continuing along the rear of lots fronting on Woodpoint Avenue, S 21°46'45' W 119.37 feet to a point, thence S 21°46'28" W 808.64 feet to a point on the boundary of other lands of Vincent R. Groh Estate c/o TCA Trust Corp America (Liber 3514, folio 1), thence running with the northern boundary thereof, S 67°28'32" E 198.73 feet to a point on the northern right-of-way line of the National Pike at its intersection with the north bound on ramp to Interstate 81, thence running with said on ramp, S 11°31'28" W 0.49 feet to a point, thence with a curve to the left having a radius of 2059.86 feet, an arc length of 92.61 feet and a chord bearing and distance of N 88°36'49" W 92.61 feet to a point, thence N 89°43'13" W 102.44 feet to a point, thence with a curve to the right having a radius of 571.11 feet, an arc length of 582.17 feet and a chord bearing and distance of N 60°42'40" W 557.29 feet to a point, thence continuing with a curve to the right having a radius of 571.11 feet, an arc length of 699.33 feet and a chord bearing and distance of N 3°34'17" E 656.45 feet to a point, thence N 38°48'02" E 13.23 feet to a point on the eastern right-of-way line of Interstate 81 and also being the most southwestern corner of lands now or formerly of the City of Hagerstown (Pump Station) as recorded at Liber 531, folio 45, thence continuing with the western boundary thereof and along the eastern right-of-way line of Interstate 81, N 38°46'34" E 40.00 feet to a point, thence N 38°46'55" E 109.40 feet to a point, thence with a curve to the left having a radius of 23024.13 feet, an arc length of 668.58 feet and a chord bearing and distance of N 37°49'53" E 668.56 feet to a point, thence leaving the eastern right-of-way line of Interstate 81 and running across said property and along the southern boundary as

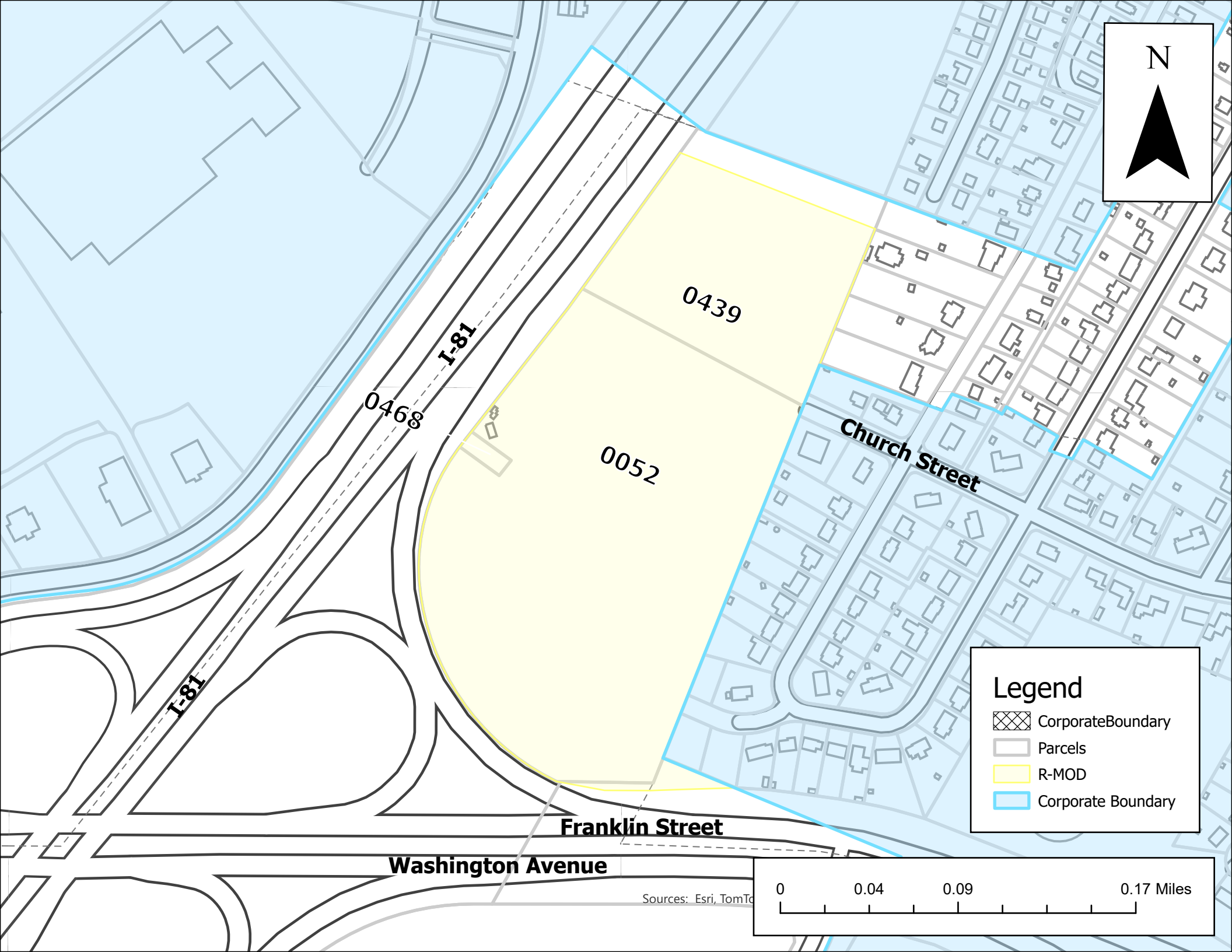
hereby established for lands remaining in Washington County and being other lands of Biltrite Homes Corporation (Liber 286, 407), S 69°33'00" E 509.79 feet to the place of beginning;

Containing 22.91 acres of land more or less;

Said lands being that portion of lands of Biltrite Homes Corporation as recorded at Liber 286, folio 407 together with that portion of the lands of Vincent R. Groh Estate, c/o TCA Trust Corp America, Liber 3514, folio 1; together with all the lands of the City of Hagerstown per Liber 531, folio 45 all among the land records of Washington County, Maryland.

FMF/vab.2024-0367 annexation desc

*Exhibit 3*


N
0439
0052
0468
I-81
I-81
Church Street
Franklin Street
Washington Avenue
Legend
CorporateBoundary
Parcels
R-MOD
Corporate Boundary
0
0.04
0.09
0.17 Miles
Sources: Esri, TomTo

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

---

**Topic:**
Approval of an Annexation Plan: A-2026-03 - Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| 2026_1124_RS_Approval_of_an_Annexation_Plan_A-2026-03_Groh_Estate_Motion_Packet.pdf | Approval of an Annexation Plan: A-2026-03 - Biltrite Homes Corporation, Vincent R. Groh Estate and TCA Trust Corp America |

# REQUIRED MOTION

## MAYOR AND CITY COUNCIL

## HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC: Approval of Annexation Plan – A-2026-03: Groh Estate - East side of Interstate 81 and North of Route 40.**

| | |
|---|---|
| Charter Amendment | |
| Code Amendment | |
| Ordinance | |
| Resolution | |
| Other | X |

**MOTION:** I hereby move that the Mayor and Council approve an Annexation Plan for Annexation Case No. A-2026-03: Groh Estate. The portion of the property to be annexed is approximately 22.91 acres in size and is intended to be added to and made part of the adjacent municipal lands with R-MOD zoning.

DATE OF PASSAGE: 11/24/26

EFFECTIVE DATE: 11/24/26

City of Hagerstown, Maryland

Annexation Case No. A-2026-03

Property Owner: Vincent Groh Estate and TCA Trust Corp. America

And

Biltrite Homes Corporation

Location of Property:

Tax Map: 0037, Grid: 0014, Parcel 0468, 0052 and part of Parcel 0439

**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 +/- 22.91 acres. The associated parcels are largely unimproved. This property is mostly forested land. Parcel 468 is improved with a city pump station. There is no proposed development at this time. An 85 foot wide area along the north edge of Parcel 439 will not be annexed so that the area along Daycotah Avenue is not enclaved in violation of state law.

B. The proposed zoning is R-MOD (Residential Moderate Density). The Residential, Moderate Density (R-MOD) district provides for neighborhoods consisting primarily of single-family and two-family homes at moderate densities.

C. All three parcels are designated Medium Density Residential on the Future Land Use map of the 2018 Comprehensive Plan, which identifies R-MOD, R-MED and RO as compatible zoning with this designation.

D. The area of annexation is designated Residential Medium Density on the recently approved Washington County Comprehensive Plan.

E. The annexation area 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*, as well as 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 will be predominantly residential in nature and the tract is within the Washington County Public Schools (WCPS) system's school attendance boundaries for Thomas J. Garner Elementary School (formerly Salem Avenue Elementary School), Western Heights Middle School, and Southern Hagerstown High School. Per the June 2026 enrollment report from WCPS, Thomas J. Garner Elementary and Western Heights Middle are both under capacity by 53 and 186 students respectively, and South Hagerstown High School is over capacity by 178 students. Per the WCPS FY 2025 Facilities Master Plan and the County's FY 2026 Capital Improvement Plan, there are plans for five major capital projects to address facility replacements and student seat capacity needs. These projects are the construction of three elementary schools including Downsville Pike Elementary School, an addition to Jonathan Hager Elementary School as well as funds for capital maintenance. Hagerstown does not have an adequate public facilities ordinance for schools at this time.

   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 APFO and Building Excise Tax ordinances in order for building within municipalities to participate more equally in capital development.

B. The uses of the annexation area will be predominantly residential in nature and residents resulting from development of the land would be served by 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. The property will be served by extension of City Water and Wastewater lines as part of development following annexation. Existing water and wastewater lines traverse the site. Sufficient capacity exists to serve the property.

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 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. The property abuts Church Street, Woodpoint Avenue and Broadfording Road. This annexation does not include annexation of any road right of way.

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, located at 526 Washington Avenue, is the designated first-call station for this

site. Fire protection services will also be provided through mutual aid agreements with neighboring jurisdictions, as applicable.

H. Maintenance (i.e. snow removal, mowing of right-of-way, litter removal) of Church Street, Woodpoint Avenue and Daycotah Avenue is performed by the City of Hagerstown. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.

I. All future residents and property owners 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 and property owners of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

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

---

**Topic:**
Approval of an Application for Program Open Space (POS) Grant Funding for Fiscal Year 2028

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_-_Program_Open_Space_FY28_Grant_Request.pdf | Motion: Application POS Grant Funding for FY'28 |

# REQUIRED MOTION

# MAYOR AND CITY COUNCIL

# HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC:** **APPROVAL OF AN APPLICATION FOR PROGRAM OPEN SPACE GRANT FUNDING FOR FISCAL YEAR 2028**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

**MOTION:** I hereby move for Mayor and Council to approve a grant application to the Maryland State Department of Natural Resources requesting Program Open Space development funding for improvements to the City's recreational facilities for Fiscal Year 2028. The requested Program Open Space share of the project is as follows:

1. Improvements to the Gravel Parking Lot in Fairgrounds Park: $300,000.

| | |
|---|---|
| Date of Introduction: | November 24, 2026 |
| Date of Passage: | November 24, 2026 |
| Effective Date: | November 24, 2026 |

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

---

**Topic:**
Approval of FY27 Revised Employee Stipend: Transition to Bi-Weekly Pay Cycle

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_-_FY27_Revised_Employee_Stipend_-_Bi-weekly_Pay_Cycle.pdf | Motion: Employee Stipend: Transition to Bi-Weekly Pay |

# REQUIRED MOTION

# MAYOR AND CITY COUNCIL
# HAGERSTOWN, MARYLAND

**DATE:** November 24, 2026

**TOPIC:** **Approval of FY27 Revised Employee Stipend: Transition to Bi-Weekly Pay Cycle**

| | |
|---|---|
| **Charter Amendment** | _____ |
| **Code Amendment** | _____ |
| **Ordinance** | _____ |
| **Resolution** | _____ |
| **Other** | ___X___ |

## MOTION:

I hereby move for Mayor and Council approval to revise the payment of a stipend to a lump sum based upon median weekly base salary pay upon the transition to a bi-weekly pay cycle. This approval will supersede the original approval on August 26, 2025. This payment will occur on January 15, 2027 and is a one-time payment that will not be impacted by any future hourly rate adjustments. The following conditions apply:

1. Must be a regular full-time, part-time or seasonal employee the week of January 4, 2027
2. Excludes any employee that tendered a resignation prior to the transition date (January 4, 2027)
3. The stipend amounts for those eligible will be $1,600 for full-time and $500 for part-time or seasonal staff
4. All applicable federal and state taxes will be deducted from this payment

The payment will be distributed to qualified employees on January 15, 2027. The funding source will be Fund Balance Reserves.

DATE OF PASSAGE: 11/24/2026
EFFECTIVE DATE: 11/24/2026

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

---

**Topic:**
Approval of Community Coalition Support

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

| File Name | Description |
| --- | --- |
| Motion_-_Community_Coalition_Lobbyist_-_November__2026.pdf | Motion: Community Coalition Lobbyist |

# REQUIRED MOTION

## MAYOR AND CITY COUNCIL
## HAGERSTOWN, MARYLAND

**Date:** November 24, 2026

**TOPIC:** **Approval of Funding for a Community Coalition Lobbyist**

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

**MOTION:** I hereby move for Mayor and Council authorization of the expenditure of $6,000.00 from the General Fund operating budget in order to contribute toward hiring John Favazza with the firm of Mannis, Canning & Associates, as the Community Coalition Lobbyist. Other committed partners include the Washington County Commissioners, Hagerstown Community College, CHIEF (Washington County Industrial Foundation), Washington County Chamber of Commerce, Greater Hagerstown Committee, Washington County Free Library, Town of Smithsburg, Town of Williamsport, and Visit Hagerstown.

DATE OF PASSAGE: November 24, 2026