

Mayor and City Council
November 26, 2013
Agenda

7:00 PM - November 26, 2013 - REGULAR SESSION - *Council Chambers*

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. [A. Rules of Procedure - Adopted September 24, 2013](#)[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 3, 2013 - Work Session - 2:00 p.m. at HCC, 4:00 p.m. at City Hall](#)[2. Tuesday, December 10, 2013 - Work Session at 4:00 p.m.](#)[3. Tuesday, December 17, 2013 - Regular Session at 7:00 p.m.](#)[4. Tuesday, December 24, 2013 - No Meeting](#)

V. GUESTS

[Proclamation - Small Business Saturday](#)[Gridiron Classic MVP Recognition](#)[Austin Stone, North Hagerstown High School](#)[Isiah Smith, South Hagerstown High School](#)

VI. CITIZEN COMMENTS

VII. PUBLIC HEARINGS

[Community Development Block Grant Needs Hearing](#)

VIII. MINUTES

[\(September 17, 2013, October 1, 2013, October 8, 2013, October 15, 2013 and October 22, 2013\)](#)

IX. CONSENT

B. Parks and Engineering

1. [Approval of Pavement Preservation List for 2014 and 2015](#)

C. Community and Economic Development

1. [Western Maryland Blues Fest Budget - 2014](#)

D. Police

1. [PredPol - Predictive Policing Software](#)

E. Consent-Utilities

1. [Water Division Consent Item Repair Request for the Geiger Pump High Service 5](#)

X. UNFINISHED BUSINESS

- A. [Approval of Ordinance: Amendment to Property Maintenance Code for Smoke Detectors](#)

B. [Approval of Ordinance: Amendment to Chapter 176, Peddlers and Transient Merchants](#)

XI. NEW BUSINESS

A. [Approval of a Resolution: University System of Maryland at Hagerstown - Police Services Memorandum of Understanding for University Plaza](#)

B. [Approval of a Resolution: Main Street Designation](#)

C. [Approval of Legal Services Contract Extension](#)

D. [Approval of Bulk Diesel Fuel Purchase - Cato, Inc. \(Salisbury, MD\) \\$313,110.00](#)

E. [Approval of Bulk Gasoline Purchase Petroleum Traders \(Fort Wayne, IN\) \\$315,997.00](#)

F. [Approval of Water and Wastewater Chemical Purchases \(Various Vendors\) Water \\$577,451.00, Wastewater \\$250,095.00](#)

G. [Approval of Funding for City Park Sculpture](#)

H. [Acceptance of Bike Grant Award](#)

I. [Approval of Application for FY 2015 Program Open Space \(POS\) Projects](#)

J. [Approval of an Amendment for "Greens and Grains" Cafe License](#)

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

- A. Rules of Procedure - Adopted September 24, 2013
- 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 3, 2013 - Work Session - 2:00 p.m. at HCC, 4:00 p.m. at City Hall
 - 2. Tuesday, December 10, 2013 - Work Session at 4:00 p.m.
 - 3. Tuesday, December 17, 2013 - Regular Session at 7:00 p.m.
 - 4. Tuesday, December 24, 2013 - No Meeting

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation - Small Business Saturday
Gridiron Classic MVP Recognition
Austin Stone, North Hagerstown High School
Isiaha Smith, South Hagerstown High School

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Community Development Block Grant Needs Hearing

Mayor and City Council Action Requested:

Discussion:

Community Development Block Grant (CDBG) program regulations require an annual public hearing to obtain the views and comments of individuals and organizations concerning the City's housing and community development needs. All views, comments, and project recommendations are taken into consideration when establishing the City's CDBG Annual Action Plan for the upcoming fiscal year. In addition to testimony received at the public hearing, written comments, including project recommendations, will be received until December 31, 2013.

Advertisement for this public hearing will appear in the Herald Mail newspaper on November 15th. Notice of the hearing will also appear on Hub City Channel 25, the City of Hagerstown Facebook site, and the City of Hagerstown website.

Local public service organizations and housing providers will receive electronic notifications regarding the hearing.

Financial Impact:

Recommendation:

Motion:

Action Dates:

Advertisement for this public hearing will appear in the Herald Mail newspaper on November 15th.

In addition to testimony received at the public hearing, written comments, including project recommendations, will be received until December 31, 2013.

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

(September 17, 2013, October 1, 2013, October 8, 2013, October 15, 2013 and October 22, 2013)

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ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Pavement Preservation List for 2014 and 2015

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

📎 [Pavement Preservation List for 2014 and 2015.pdf](#)

Description:

Approval of Pavement Preservation List for 2014 and 2015

City of Hagerstown Pavement Preservation Program Summer 2014

FINAL – Mill and Overlay Streets

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
1989	Church Street	Bryan Place to Nottingham Road	12,099 sy
1999	View Street	Mulberry Avenue to Pangborn Blvd	5,375 sy
1969	Linden Avenue	Irvin Avenue to Calvert Terrace	2,210 sy
1999	E. Baltimore Street	Cannon Avenue to Mulberry Street	6,060 sy
1980	S. Mulberry Street	Elm Street to Dead End	1,240 sy
1990	Hamilton Boulevard	East Irvin Avenue to Park Avenue	<u>5,022 sy</u>
TOTAL			32,897 sy

FINAL – Slurry Seal Streets

<u>Street</u>	<u>Location</u>	<u>Area</u>
East Wilson Boulevard	CSX Rail line to Frederick Street	13,450 sy
Eastern Boulevard North	Potomac Avenue to City Limits	8,961 sy
Forest Drive	Jonathan Street to Prospect Avenue	4,300 sy
West Irvin Avenue	The Terrace to Woodland Way	2,000 sy
King Street	Entire Street	2,075 sy
South Burhans Boulevard	Chase Street to Bridge WHO21	<u>10,831 sy</u>
TOTAL		41,617 sy

Note: Other streets that will receive crack filling treatment and isolated patching.

Last revised 11/13/13

City of Hagerstown Pavement Preservation Program Summer 2015

DRAFT – Mill and Overlay Streets

<u>Year Last Resurfaced</u>	<u>Street</u>	<u>Location</u>	<u>Area</u>
1990	Glenwood Avenue	Sunnyside Drive to Haven Road	5,940 sy
1994	South Burhans Boulevard	Bridge WHO21 to Sherman Avenue	7,300 sy
1994	Mulberry Avenue	Pangborn Boulevard to Irvin Avenue	5,180 sy
1991	Mealey Parkway	Irvin Ave. to & including Magnolia Circle	4,870 sy
1963	Wise Street	Franklin Street south to alley	620 sy
1992	West Hillcrest Avenue	Oak Hill Avenue to The Terrace	1,630 sy
1981	West Washington Street	Elgin Boulevard to Washington Square	4,920 sy
1980	South Mulberry Street	Washington Street to Baltimore Street	<u>3,660 sy</u>
TOTAL			34,120 sy

DRAFT – Slurry Seal Streets

<u>Street</u>	<u>Location</u>	
West Washington Street	Elgin Boulevard to City Limit	12,770 sy
Pangborn Boulevard	Hamilton Run bridge to Security Road	8,430 sy
Mill Street	Cannon Avenue to Frederick Street	4,830 sy
East Avenue	Potomac Street to Cannon Avenue	4,650 sy
West Antietam Street	Potomac Street to Walnut Street	4,340 sy
Jonathan Street	Washington Street to south of Church Street	<u>8,020 sy</u>
TOTAL		43,040 SY

Note: Other streets that will receive crack filling treatment and isolated patching.

Last revised 11/13/13

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Western Maryland Blues Fest Budget - 2014

Mayor and City Council Action Requested:

City staff is seeking approval by the Mayor and City Council for authorization of the 2014 Western Maryland Blues Fest budget.

Discussion:

City staff is seeking approval by the Mayor and City Council for authorization of the 2014 Western Maryland Blues Fest budget. As per the special events policy approved

March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2014 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2014 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

The festival will be held on May 29, May 30, May 31 and June 1, 2014. This is the 19th year for the event.

We look forward to discussing this request with the Mayor and Council at the November 19, 2014 work session.

Financial Impact:

City staff is seeking approval by the Mayor and City

Council for authorization of the 2014 Western Maryland Blues Fest budget. As per the special events policy approved

March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2014 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2014 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

The festival will be held on May 29, May 30, May 31 and June 1, 2014. This is the 19th year for the event.

We look forward to discussing this request with the Mayor and Council at the November 19, 2014 work session.

Recommendation:

Approval by the Mayor and City Council for authorization of the 2014 Western Maryland Blues Fest budget

Motion:

On consent agenda - Nov. 26

Action Dates:

On consent agenda - Nov. 26
, immediate approval

ATTACHMENTS:

Name:

 [2014 blues budget M.C.pdf](#)

Description:

Western Maryland Blues Fest Budget - 2014



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
Business & Community Relations Division
Karen M. Giffin ~ Community Affairs Manager
301.766.4188

November 15, 2013

TO: Bruce Zimmerman, City Administrator
FROM: Karen Giffin, Community Affairs Manager
RE: **WESTERN MARYLAND BLUES FEST - 2014**

City staff is seeking approval by the Mayor and City Council for authorization of the 2014 Western Maryland Blues Fest budget. As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2014 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2014 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

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We look forward to discussing this request with the Mayor and Council at the November 19, 2014 work session.

□ □ □ □

Attachment

cc: John Lestitian, Director of Community and Economic Development
Carl Disque, Western Maryland Blues Fest
Julie Donat, Western Maryland Blues Fest
David Leather, Western Maryland Blues Fest

BLUESFEST 2014
PROPOSED BUDGET

11/14/2013

Revenues	2014 Proposed
Admissions	\$65,000.00
Other Revenue - Beer, Vendors, Merch	\$44,300.00
Corporate	\$95,000.00
Local Arts Council	\$1,700.00
State Arts Council	\$14,105.00
Rain Insurance	\$0.00
Total Revenues	\$220,105.00
Expenses	
Artist	\$56,000.00
Technical	\$40,000.00
Educational	\$6,000.00
Outside Services - Merch.	\$12,000.00
Outside Services - Tent, Fencing, etc.	\$13,000.00
Artist Lodging/Hospitality	\$8,000.00
Other - Hospitality, Insurance, Supplies	\$38,000.00
Marketing	\$44,000.00
Total Expenses	\$217,000.00
Revenues Minus Expenses	\$3,105.00
Projected Budget Income	
* Please note this does not include \$52,000 of City Services.	

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

PredPol - Predictive Policing Software

Mayor and City Council Action Requested:

Approval of sole-source software purchase.

Discussion:

PredPol is a computerized crime analysis tool that utilizes patent-pending technology to forecast the highest risk times and places for future crimes. It is a tool to increase the odds of stopping crime, and is a technology that can be utilized by jurisdictions of any size.

In contrast to technology that simply maps past crime data, PredPol applies advanced mathematics and adaptive computer learning to predict future crime. It complements officers' intuition by identifying target areas as small as 500' by 500'.

In 6 month randomized controlled trials, PredPol predicted twice as much crime as experienced crime analysts. When implemented by the Los Angeles Police Department Foothill Division, crimes were down 13% in the 4 months following the rollout compared to an increase of 0.4% in the rest of the city where the rollout had not happened. Over this time period Foothill Division was a leader in crime rate reduction among LAPD's divisions. Similar reductions have been seen in other cities that implemented the tool.

This program first came to the attention of Lt. Tom Alexander, PhD who, after realizing it's potential, presented it to the Police Department command staff. After additional discussion with the company and a demonstration using HPD crime data, staff unanimously agreed this would be an extremely valuable resource that will improve our management of available law enforcement resources while responding to public demand for crime prevention and reduction.

Financial Impact:

The initial cost of \$18,000 will be funded through the COPS Technology Grant (2010-CKWX-0503). The program is sold directly from one company which will make this a sole source purchase. Annual licensing, which includes all maintenance and software updates, will be \$15,000 and will be part of the Police Department's annual operating budget.

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

- 📎 [Hagerstown Predictive Policing Term Sheet Proposal \(2013-11-06\).pdf](#)
- 📎 [PredPol Agenda Form.pdf](#)

Description:

PredPol Price Quote
PredPol Agenda Form



PROPOSED TERMS for PREDICTIVE POLICING SOFTWARE HAGERSTOWN, MARYLAND

November 6, 2013

PredPol is glad to be talking with you on innovative and field-tested technologies to decrease crime in Hagerstown.

1. Financial Parameters:

- a. The annual software subscription price for Hagerstown is \$15,000 per year before discounts. There is also a one-time \$3,000 set up fee.
- b. There are no new hardware or hiring requirements, no ongoing training and support costs, and no limits on the number of users.
- c. The subscription price is good for three years, with the fee due annually and no re-subscription obligation implied.

2. Non-Financial Parameters: Hagerstown agrees to *reasonably* support PredPol's deployment and development by doing the following during the term of this Agreement:

- a. Deploy and utilize the PredPol tool and the intelligence it generates;
- b. Generally support the deployment of the PredPol tool and any new features/tools, including providing user feedback, as requested by PredPol;
- c. Provide access to relevant databases and shared databases to which the City has access, pursuant to all applicable laws and access agreements;

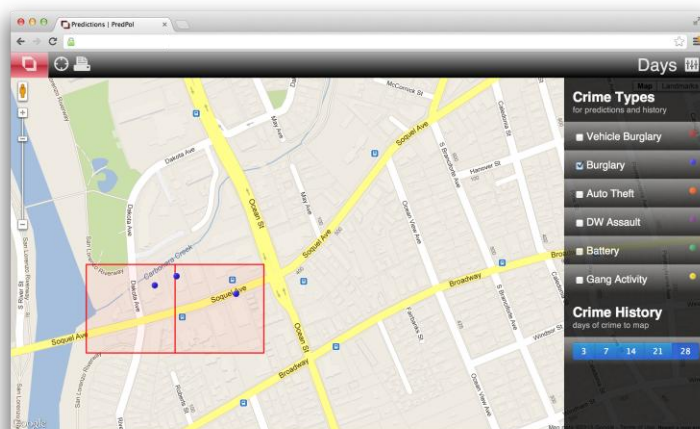
CONTACT:

Donnie Fowler / donnie@predpol.com / 415-902-4720 cell

SERVICES

The Company: PredPol, the predictive policing company, provides high-precision, micro-place predictions for where and when crime is most likely to occur. This includes property crime, gun violence, gang activity, and traffic accidents. PredPol's cloud based software-as-a-service (SaaS) has been deployed for several dozen U.S. and international law enforcement agencies, but also accurately predicts a variety of other incidents, including IED and terrorist activity in an active theater.

Problem Addressed: Law enforcement agencies face tight budgets and hiring limits. Over the last decade, they have been asked to do more with less, forcing them to allocate resources more efficiently. PredPol's proven patent-pending prediction technology, developed by cops for cops, provides automated predictions by time of day that command staff, analysts, and line level officers can use to focus their time and effort. PredPol's accuracy and crime reducing effects have both been proven in studies with the Los Angeles Police Department and with the Kent (England) Police and with deployments in dozens of agencies worldwide.



The Service: PredPol's product is its patent-pending crime prediction software that includes PredPol's cloud applications, PredPol's secure data pipe applications, and any other crime-related applications that may be provided by PredPol from time to time. Part of this technology is provided by PredPol under an exclusive license from Santa Clara University in Santa Clara, California, while other aspects of the technology were created by PredPol itself.

PredPol's predictive tool integrates seamlessly with police RMS/CAD crime data systems and updates automatically as an agency updates its records. It is accessible by printing results on paper and through any internet-connected device, whether desktop, laptop, tablet, smartphone, or in-car mobile data terminal. PredPol's API integrates with RMS/CAD systems, as well as any existing agency application, such as



data warehouse browser, mapping technology, or analytic dashboard. In other words, it is platform neutral.

Scope of Work: PredPol shall provide services, resources, and tools to support a successful implementation of a proprietary, patent pending SaaS application that supports Hagerstown's efforts to predict, deter, and reduce crime. The scope of work will include the following:

- Setup of and integration of the PredPol tool into Hagerstown's existing RMS/CAD/Data system. Timeline for setup dependent upon grant of access by Hagerstown to PredPol's technician for installation of the data pipeline.
- Installation of a data pipe from Hagerstown to the PredPol SaaS. Frequency of data update (daily, hourly, every few minutes) is dependent on the degree of access granted to PredPol to stream data provided by Hagerstown.
- Provide electronic transfer of 500' x 500' predictive locations (latitude and longitude data) identified by PredPol.com to Hagerstown for electronic consumption by Hagerstown's computer systems. The details of the data exchange will be determined through conversations with Hagerstown's information technology staff and depend on Hagerstown's existing RMS/CAD/Data system and its existing mapping technology, if any.
- Access to 3, 7, 14 and 28 day historical crime mapping for crime types that Hagerstown wishes the tool to predict.
- Provide Command, Analysts and Supervisors with best practices guidance
- Provide tools that track the effectiveness of predictive boxes and police patrols on crime levels in Hagerstown.
- Full access to the tool, including unlimited prediction views, refreshes, and report generation.
- Provide phone, online, and email support for technical and operational use.
- Inclusion of feature updates as added during the subscription.

- - -

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF 11/26/13

Do Not Complete This Section:

APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

Originating Department Police By Mark R. Holtzman

Account No. 161000- 5701-G0093 Account/Project Name PredPol - Predictive Policing Software

Budget Amount \$ 900,000 Account Balance \$ 100,521.93 Year FY14 C.I.P. Control No. N/A

Unbudgeted * \$ _____ Source of Funds COPS Technology Grant (2010-CKWX-0503)
*(See Department Manager's Comments)

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
1	PredPol Software - 1 st year license.	<u>\$18,000.00</u>
TOTAL VALUE		<u>\$18,000.00</u>

ABOVE TO BE USED FOR:

Predictive policing & crime analysis

RECOMMENDED VENDOR:

BUSINESS NAME: PredPol

ADDRESS: 331 Soquel Ave. Ste. 100

CITY, STATE: Santa Cruz, CA 95062

BID/PROPOSAL/QUOTE NO.: Quote dated November 6, 2013 (Circle one)

OTHER VENDORS:

<u>Firm</u>	<u>City/State</u>	<u>Total Amount</u>
<u>Sole source</u>		\$ _____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

COMMENTS

(1) DEPARTMENT MANAGER:

PredPol is a computerized crime analysis tool that utilizes patent-pending technology to forecast the highest risk times and places for future crimes. It is a tool to increase the odds of stopping crime, and is a technology that can be utilized by jurisdictions of any size.

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Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Water Division Consent Item Repair Request for the Geiger Pump High Service 5

Mayor and City Council Action Requested:

Requested approval of the Water Division Consent Item Repair Request for the Geiger Pump High Service 5 in the amount of \$22,400.

Discussion:

There are five high service pumps that pump finished water to the water distribution system. Each of these pumps are evaluated and when the actual pump rate falls below the specified/design pump rate, the pumps are re-built. This work will restore the current pump rate to the rated capacity of 5-million gallons per day. Sole Source - Compatible Equipment

Financial Impact:

Acct. # 52-85001-5892-C0166 has a current balance of \$155,000. \$22,400 is the requested expenditure.

Recommendation:

Recommended approval

Motion:

Consent Item

Action Dates:

Regular Session November 26, 2013

ATTACHMENTS:

Name:

Description:

☐ [Water Division Consent Item Geiger Pumps High Service 5 112613.pdf](#)

Water Division Consent Item Geiger Pumps High Service 5
112613

☐ [Water Divison HSP5 Goulds Turbine Column Replacement 112613.pdf](#)

Water Divison HSP5 Goulds Turbine Column Replacement
112613

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Goulds Model 18BHC/3 Vertical Pump Assembly	\$ 24,200.00
	Sole Source - Compatible Equipment	
	TOTAL	\$ 24,200.00

R.C. Willson WTP Improvements - Rehabilitation of the High Service Pump 5. Sole Source - Compatible Equipment

Recommended Vendor:

City, State: Baltimore, MD 21237

Other Vendors:

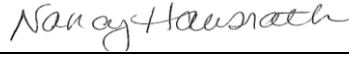
Amount

NONE Sole Source - Compatible Equipment

Comments

Department Manager (required on all unbudgeted items):

Necessary to ensure continued uninterrupted water service - work was identified in the FY14 Budget - CIP C0166. Sole Source - Compatible Equipment



Water Operations Manager

October 24, 2013

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



Geiger Pump & Equipment Co.
8924 Yellow Brick Road
Baltimore, MD 21237
Phone: (410) 682-2660
Fax: (410) 682-4750

Date: October 24, 2013
To: City of Hagerstown
Attention: Matt Carr
From: Tiffany G. Bain
tbain@geigerinc.com
Subject: Goulds Vertical Turbine
Size 18 BHC
No. of pages: 2

Mr. Carr,

We are pleased to provide the following quote for a replacement bowl assembly, per your request:

Qty (1)	<u>Goulds Water Technology-Replacement Bowl Assembly</u> Duplicate Replacement Bowl Assembly for 18BHC pump 3 stage vertical turbine bowl assembly, bronze impellers, bronze bowls and impeller, wear rings and exterior bowl coating. Includes performance testing and hydro testing. Price: \$24,200.00
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The lead time for the parts is 14-16 weeks after receipt of order. Prices are quoted FOB shipping point, Net 30 per the attached terms and conditions. Should you have any questions or need additional information, please contact our office.

Take care,

Tiffany G. Bain
Sales Engineer

Check Out Geiger On-Line! www.geigerinc.com



TERMS AND CONDITIONS

PRICING: Quotations are valid for acceptance within 30 days from the date of the proposal. Prices quoted are net and will be held firm 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.

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. 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 month 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 reexport 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.

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Ordinance: Amendment to Property Maintenance Code for Smoke Detectors

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

📎 [Smoke Detector Adoption.pdf](#)

Description:

Adoption of Ordinance: Chapter 64 Building Construction, Article III

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Adoption of Ordinance: Chapter 64 Building Construction,
Article III

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

MOTION: I hereby move that the Mayor and City Council adopt an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III, Property Maintenance, to update the Smoke Alarm requirements to be compliant with State law. These updates will establish standards for power source in one- and two-family dwellings and a construction date for required interconnection. This amendment will improve the safety of residents and first responders.

DATE OF INTRODUCTION: 10/8/2013

DATE OF PASSAGE: 10/22/2013

EFFECTIVE DATE: 11/26/2013

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 64, ATTACHMENT 3 THEREOF, ENTITLED *PROPERTY MAINTENANCE CODE*, TO UPDATE THE PROPERTY MAINTENANCE CODE FOR CONSISTENCY WITH STATE STANDARDS

RECITALS

WHEREAS, the City of Hagerstown has previously adopted property maintenance standards in Chapter 64, Article III of the Code of the City of Hagerstown; and

WHEREAS, the property maintenance standards are delineated in Attachment 3 thereof;

WHEREAS, as a result of changes in State standards, industry standards, and other factors, it becomes necessary from time to time to update the property maintenance standards contained therein; and

WHEREAS, the Mayor and Council find it to be 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:

SECTION 1. The Code of the City of Hagerstown, Chapter 64, Attachment 3, *Property Maintenance Code* is hereby amended to insert the following new definitions in Section 202, *General Definitions*:

“Interconnection. Activation of any one smoke alarm causes alarm activation of all other required smoke alarms within the unit.

Smoke Alarm. A single or multiple station device that detects visible or invisible products of combustion and includes a built-in internal alarm signal.

Smoke Detector. A system-connected smoke sensing device tied to a fire alarm control panel or a household fire warning panel.”

SECTION 2. Chapter 64, Attachment 3, *Property Maintenance Code*, is hereby amended by deleting and repealing Section 804.1 thereof.

SECTION 3. The Code of the City of Hagerstown, Chapter 64, Attachment 3, *Property Maintenance Code*, is hereby amended by adding thereto a new Section 804.1 and a new Section 804.2, to replace Section 804.1 hereinabove repealed, to read as follows:

“804.1 Interconnection. Where structures are built on or after January 1, 1989, interconnection of smoke alarms and smoke detectors shall be required.

Exception – Interconnection on a structure constructed prior to January 1, 1989 may be required by the Code Official if certain substandard aspects of the building warrant such a measure to protect public health, safety and welfare.

804.2 Maintenance. Smoke alarms and smoke detectors shall maintain interconnection within the unit.”

SECTION 4. The Code of the City of Hagerstown, Chapter 64, Attachment 3, *Property Maintenance Code*, is hereby amended by deleting and repealing Section 805.1 and Section 805.2 thereof.

SECTION 5. The Code of the City of Hagerstown, Chapter 64, Attachment 3, *Property Maintenance Code*, is hereby amended by adding thereto new Sections 805.1, 805.1.1, 805.1.2, and 805.1.3 to replace Sections 805.1 and 805.2 hereinabove repealed, to read as follows:

“805.1 Power Source. All one and two family dwellings shall be required to comply with requirements in 805.1.1 through 805.1.3.

805.1.1 Before 1975. Where structures are built before July 1, 1975, ten (10) year lithium battery powered smoke alarms shall be required.

805.1.2. Between 1975 and 1990. Where structures are built between July 1, 1975 and June 30, 1990, AC primary smoke alarms shall be required.

805.1.3. After 1990. Where structures are built on or after July 1, 1990, AC primary with battery backup smoke alarms shall be required.”

SECTION 6. This Ordinance shall become effective immediately upon the effective date of this enacting ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Enacting Ordinance shall become effective at the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF
THE CITY OF HAGERSTOWN, MD

Donna K. Spickler, City Clerk

BY: _____
David S.Gysberts, Mayor

Date of Introduction: October 8, 2013
Date of Passage: October 22, 2013
Effective Date: November 26, 2013

PREPARED BY:
NAIRN & BOYER, LLC
City Attorneys

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Ordinance: Amendment to Chapter 176, Peddlers and Transient Merchants

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: University System of Maryland at Hagerstown - Police Services Memorandum of Understanding for University Plaza

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:


[MOU_USMH.pdf](#)

Approval of a Resolution: University System of Maryland at Hagerstown - Police Services Memorandum of Understanding for University Plaza



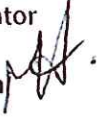
CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 301-739-6000
Fax 301-733-5513

November 14, 2013

To: Bruce Zimmerman
City Administrator

From: Mark Holtzman 
Chief of Police

Ref: Memorandum of Understanding - USMH

I am submitting for review and discussion with Mayor and Council, an updated Memorandum of Understanding with the University System of Maryland at Hagerstown.

This agreement states that Hagerstown Police Department will provide certain police services at the University System of Maryland at Hagerstown and its surrounding property in exchange for use of office space for the downtown patrol officers. The agreement includes changes regarding the shared responsibilities between the police and the University System of Maryland at Hagerstown to open and close the University Plaza Park in accordance with park hours.

Thank you.



CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF HAGERSTOWN AND
UNIVERSITY OF SYSTEM OF MARYLAND AT HAGERSTOWN
CONCERNING POLICE SERVICES AT THE UNIVERSITY**

RECITALS

WHEREAS, the University System of Maryland at Hagerstown (USMH) desires to have the Hagerstown Police Department continue to provide certain policing services at the University facility; and

WHEREAS, the City of Hagerstown, Maryland, currently maintains and desires to continue to maintain a substation at the University System of Maryland, Hagerstown facility; and

WHEREAS, the City and USMH desire to establish their mutual rights and obligations with respect to the policing services to be provided, the substation and other related issues at the University System of Maryland at Hagerstown facility; and

WHEREAS, the City and USMH previously entered into a Memorandum of Understanding for Police services at USMH, the term of which has expired; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it in the best interests of the citizens of the City to do so;

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

1. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Memoranda of Understanding between the City of Hagerstown and University System of Maryland at Hagerstown, copies of which are attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purposes of this resolution.

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

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

BY: _____
Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

Date of Introduction: November 26, 2013
Date of Passage: November 26, 2013
Effective Date: November 26, 2013

PREPARED BY:
NAIRN & BOYER, LLC
City Attorney

MEMORANDUM OF UNDERSTANDING
between the
CITY OF HAGERSTOWN
and the
UNIVERSITY SYSTEM OF MARYLAND AT HAGERSTOWN

This Memorandum of Understanding ("MOU") between the City of Hagerstown and the University System of Maryland at Hagerstown ("USMH") sets forth the principles, terms, and conditions under which the Hagerstown Police Department ("HPD") will provide certain police services at the University System of Maryland Hagerstown Education Center, Hagerstown, Maryland

Recitals

The University System of Maryland at Hagerstown (USMH) is a regional higher education center operating under the aegis of the University System of Maryland at facilities in Hagerstown, Maryland.

USMH desires to enter into this MOU to provide certain policing of USMH and its surrounding property and the City of Hagerstown agrees to provide those services through its police department pursuant to the following terms and conditions:

I. Term

- a. The term of this MOU shall be from July 1, 2013 through June 30, 2016. The term may be renewed or extended upon the mutual written agreement of both parties, under such additional terms and conditions as the parties mutually agree. The parties agree to discuss renewal terms at least (90) ninety days prior to June 30, 2016.

II. Rights and Responsibilities of the University System of Maryland at Hagerstown

- a. USMH shall provide a room on the ground floor of USMH's Main building, located at 32 W. Washington Street, to serve as a police substation for HPD. The substation shall be located in Room 105. Room 105 is equipped with an interview area, data ports and telephone lines. Currently, there is no charge for phones or copiers. Two desks, one table, and several chairs have been provided at no charge. Room 105 has an outside entrance that provides access to the Substation for police officers. USMH will provide access to the restrooms for use by the police officers. The bicycles used by the police officers are stored in an area by the back alley door on a bicycle rack.
- b. USMH shall provide HPD with a classroom for any in-service training when requested by HPD, at a rental rate of \$18.00 per square foot for the space utilized. Additionally, should HPD desire to again rent space for its Western Maryland Police Academy in the future, USMH will accommodate HPD's request.
- c. USMH has installed and maintains a "blue light" emergency telephone on the USMH grounds.
- d. USMH has no expectation of rental income or other compensation for HPD's continued use of this space. The only consideration due USMH is performance as outlined in this document under III, below.
- e. The primary contact for the implementation, modification or amendment of this MOU shall be the USMH Executive Director.

III. Rights and Responsibilities of the Hagerstown Police Department.

HPD will make every reasonable effort to fill the following responsibilities based on manpower availability.

- a. HPD agrees to conduct "walk-thrus" of USMH, the University Plaza and the property behind the Main building, and the adjacent parking garage each Monday thru Thursday evening, preferably after dark.

- b. HPD agrees to provide Monday thru Thursday evening coverage for the University District between 7:00 pm and 11:00 pm, ensuring coverage while evening USMH students are entering and exiting the buildings.
- c. HPD agrees to assist USMH with the enforcement of the "No Smoking" ordinance in University Plaza, and with vacating any individuals refusing to leave UP after 10:00 pm. A portion of the USMH property adjacent to the University Plaza is exclusively reserved for use for USMH activities and by USMH students. Said Reserved Area is depicted on the attached Exhibit 1. HPD shall assist USMH in the enforcement of this exclusive use in the Reserved Area.
- d. HPD shall respond to any and all "blue light" emergency phone calls on USMH grounds. All telephone calls from the "blue light" will be picked up at the Emergency Communications Center.
- e. University Plaza gates, which are locked by USMH on Monday – Thursday evenings when classes are in session, shall be unlocked by HPD (or others as directed by the Chief of Police) on Tuesday – Friday mornings at 6:00 am. This MOU does not require the City to lock the gates when not locked by USMH.
- f. In order to facilitate USMH's responsibilities for reporting crimes pursuant to the Cleary Act, HPD agrees to establish a special crime district consisting of the USMH grounds, adjacent public property, and the parking garage used for the USMH (the "University District"). Crime statistics in this special district shall be submitted to the USMH Executive Director at least annually at the request of USMH.
- g. HPD agrees not to use the Substation as a holding area for prisoners or suspects. If an arrest occurs at the Substation after an interview has taken place, HPD must immediately relocate the individual(s) to an appropriate detention facility or jail.
- h. HPD shall provide all other furnishings for the Substation not specified in this MOU.
- i. The primary contact from the City of Hagerstown for implementation, modification, or amendment of this MOU shall be the Chief of Police of the HPD.

IV. Modification and Amendment

- a. This MOU may be modified or amended only in writing by mutual agreement of the parties.

IN WITNESS WHEREOF, the authorized representatives of the City of Hagerstown and the University System of Maryland at Hagerstown have signed this MOU on the date and year written below.

CITY OF HAGERSTOWN

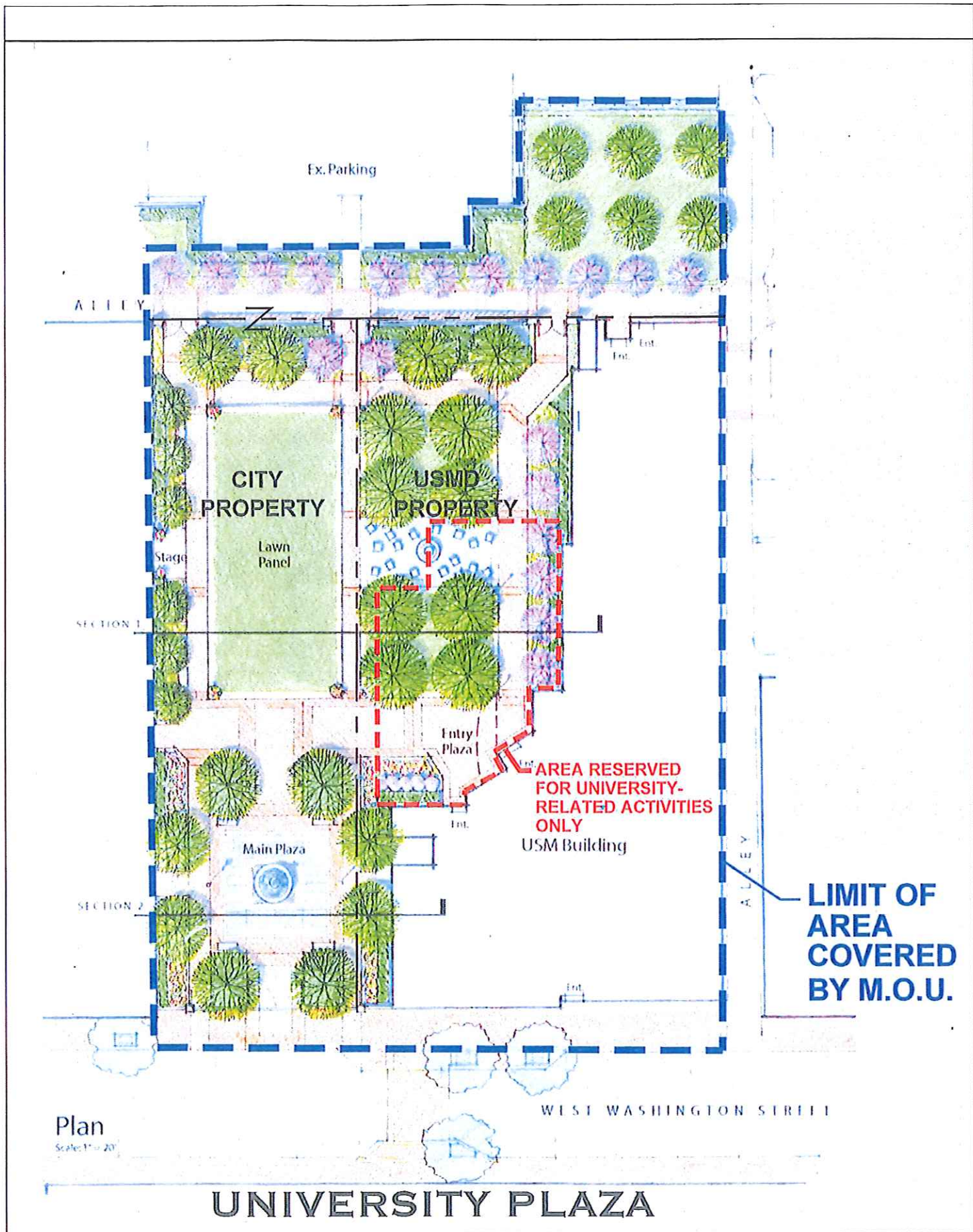
David S. Gysberts
Mayor

Date: _____

UNIVERSITY SYSTEM OF MARYLAND AT HAGERSTOWN

Mark C. Halsey
Executive Director

Date: _____



REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: Main Street Designation

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

📎 [Main Street Designation.pdf](#)

Description:

Approval of a Resolution: Main Street Designation

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: November 26, 2013

TOPIC: **MOTION:** Approval of a Resolution

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

MOTION: I hereby move for the Mayor and City Council to approve a Resolution, authorizing the City of Hagerstown to apply for a Main Street Maryland designation from the Department of Housing and Community Development of the State of Maryland and to support the administration of the program in downtown Hagerstown.

DATE OF INTRODUCTION:	November 26, 2013
DATE OF PASSAGE:	November 26, 2013
EFFECTIVE DATE:	November 26, 2013

CITY OF HAGERSTOWN RESOLUTION MAIN STREET MARYLAND PROGRAM

Resolution that The City of Hagerstown supports application for the Main Street Maryland designation by the Department of Housing and Community Development (the "Department") of the State of Maryland and supports the local administration of the Main Street Maryland program in downtown Hagerstown, Maryland.

WHEREAS, The City of Hagerstown recognizes that there is a significant need for continued reinvestment and revitalization of our downtown in the City of Hagerstown; and,

WHEREAS, The City of Hagerstown has made a commitment to improve the economy, appearance and image of our traditional downtown business district; and,

WHEREAS, The City of Hagerstown Department of Community and Economic Development, has been designated to implement a comprehensive revitalization strategy, based on the Department's Main Street Maryland program which utilizes the National Main Street Center's Four-Point Approach®, and Maryland's Fifth-Point, Clean, Safe and Green, to strengthen the economic potential of the historic downtown and neighborhood business district.

NOW, THEREFORE BE IT RESOLVED THAT, The City of Hagerstown hereby endorses and supports The City of Hagerstown's Department of Community and Economic Development in administering the local Main Street Maryland program for The City of Hagerstown; and

BE IT FURTHER RESOLVED THAT, the chief elected executive official be, and is hereby requested to endorse this Resolution, thereby indicating approval thereof; and,

BE IT FURTHER RESOLVED THAT, the Director of Community and Economic Development is hereby authorized to execute application and reporting documents and take actions necessary to carry out the intent of these resolutions, except such actions that require Mayor and City Council approval; and,

BE IT FURTHER RESOLVED THAT, copies of this Resolution be sent to the Department of Housing and Community Development of the State of Maryland Main Street Maryland Program.

READ AND PASSED THIS 26th day of November, 2013.

BY ORDER: I hereby certify that this Resolution is true and correct and duly adopted by the Mayor and City Council of Hagerstown, Maryland.

ATTEST/WITNESS:

The City of Hagerstown

By: _____
Name: David Gysberts
Title: Mayor

Approved By: _____
Name: _____
Title: _____
[Chief elected executive official]
Date: _____

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Legal Services Contract Extension

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

Description:

No Attachments Available

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Bulk Diesel Fuel Purchase - Cato, Inc. (Salisbury, MD) \$313,110.00

Mayor and City Council Action Requested:

Approval of the contract with Cato Inc.

Discussion:

Washington County Purchasing bids the purchase of bulk diesel fuel for themselves, the Board of Education and the City of Hagerstown. The contract is typically from Dec. 1 of the current year to Nov. 30 of the following year. Cato Inc. won the bid over six other bidders at a price of \$3.1311 per gallon. This price will fluctuate based on the weekly Oil Price Information Service (OPIS) numbers.

Financial Impact:

Estimated annual cost is \$313,110 based on an average annual use of 100,000 gallons of diesel fuel.

Recommendation:

Enter into a contract with Cato Inc.

Motion:

I hereby move for Mayor and Council approval of the bulk diesel fuel purchase for city operations from Cato Inc. The bid price is \$3.1311 per gallon. The estimated annual cost of diesel fuel is \$313,110 based on an estimated annual use of 100,000 gallons. the contract was competitively bid by Washington County Purchasing Department to obtain a better bulk rate for Washington County, the Board of Education and the City of Hagerstown.

Action Dates:

Approval by Nov. 30 which is the end date of the current contract.

ATTACHMENTS:

Name:

 [Bulk diesel fuel purchase 2013.2014.pdf](#)

Description:

Bulk diesel fuel consent agenda & motion sheet

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/13**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 01-131020 Account / Project Name: Fuel Inventory
Budget Amount: \$623,995 Account Balance: \$461,501 Year: 13/14 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase	\$3.1311/gal
	Price is per the OPIS (Oil Price Information Service) average on 9/12/13 of	
	\$3.1112 plus the bidder's plus factor of \$0.0199/gallon	

TOTAL VALUE OF PROJECT: \$313,110.00

ABOVE TO BE USED FOR:

Highway use of diesel fuel for General Fund Departments (Public Works, Parks, etc.), Utility Departments (Light, Water, Wastewater) and the Golf Course to operate equipment and heavy duty trucks.

Recommended Vendor:

Business Name: Cato, Inc.
Address: P.O. Box 1030
City, State: Salisbury, MD 21803
Bid/Proposal/Quote No.: Washington County Bid No. PUR-1234

OTHER VENDORS:

Firm	City/State	Total Amount
Petroleum Traders Corporation	Fort Wayne, IN	\$3.1320/gal.
Papco, Inc.	Aston, PA	\$3.1362/gal
Space Petroleum & Chemical	Columbia, MD	\$3.1363/gal
James River Solutions	Ashland, VA	\$3.1367/gal
Mansfield Oil Company	Gainesville, GA	\$3.1473/gal
East River Energy	Guilford, CT	\$3.1576/gal

(1) Department Manager: Washington County Government competitively bids out the diesel fuel for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor price of \$0.0199/gallon is good from December 1, 2013 through November 30, 2014. Total value of contract is based on an estimated amount of 100,000 gallons of diesel fuel to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

ERB Daily 10/31/13

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of Bulk Diesel Fuel Purchase

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk diesel fuel purchase for City operations from Cato, Inc. The bid price is \$3.1311 per gallon. The estimated annual cost of diesel fuel is \$313,110 based on an estimated annual use of 100,000 gallons. The contract was competitively bid by the Washington County Purchasing Department to obtain a better bulk rate for Washington County, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 26, 2013

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Bulk Gasoline Purchase Petroleum Traders (Fort Wayne, IN) \$315,997.00

Mayor and City Council Action Requested:

Approval of the contract with Petroleum Traders Corporation.

Discussion:

Washington County Purchasing bids the purchase of bulk gasoline for themselves, the Board of Education and the City of Hagerstown. The contract is typically from Dec. 1 of the current year to Nov. 30 of the following year. Petroleum Traders Corp. won the bid over 5 other bidders at a price of \$2.7478 per gallon. This price will fluctuate based on the weekly Oil Price Information Service (OPIS) numbers.

Financial Impact:

Estimated annual cost is \$315,997 based on the average annual use of 115,000 gallons of gasoline.

Recommendation:

Enter into a contract with Petroleum Traders Corporation.

Motion:

I hereby move for the Mayor and Council approval of the bulk gasoline purchase for city operations from Petroleum Traders Corporation. The bid price is \$2.7478 per gallon. The estimated annual cost of gasoline is \$315,997 based on an estimated annual use of 115,000 gallons. The contract was competitively bid by the Washington County Purchasing Department to obtain a better bulk rate for Washington County, the Board of Education and the City of Hagerstown.

Action Dates:

Approval by Nov. 30 which is the end date of the current contract.

ATTACHMENTS:

Name:

📎 [Bulk_gasoline_purchase_2013.2014.pdf](#)

Description:

Bulk gasoline consent agenda & motion sheet

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/13**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 01-131020 Account / Project Name: Fuel Inventory
Budget Amount: \$623,995 Account Balance: \$461,501 Year: 13/14 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund, Light, Water, Wastewater, Golf, Parking

Quantity	Description	Value
1 each	Bulk Gasoline Purchase 87 Octane	\$2.7478/gal
	Price is per the OPIS (Oil Price Information Service) average on 09/12/13 of	
	\$2.7381/gal plus the bidder's plus factor of \$0.0097/gallon	

ESTIMATED TOTAL VALUE OF PROJECT: \$315,997.00

ABOVE TO BE USED FOR:

Highway and off-road use of gasoline for General Fund Departments (Public Works, Parks, etc.), Utility (Light, Water, Wastewater), Golf Course, CDBG and Parking to operate equipment and vehicles.

Recommended Vendor:

Business Name: Petroleum Traders
Address: 7120 Pointe Inverness Way
City, State: Fort Wayne, IN 46804
Bid/Proposal/Quote No.: Washington County PUR-1234

OTHER VENDORS:		
Firm	City/State	Total Amount
Mansfield Oil Company	Gainesville, GA	\$2.7528/gallon
Cato Gas & Oil	Salisbury, MD	\$2.7580/gallon
Papco, Inc.	Aston, PA	\$2.7612/gallon
James River	Ashland, VA	\$2.7630/gallon
Space Petroleum & Chemical	Columbia, MD	\$2.8010/gallon

(1) Department Manager: Washington County Government competitively bids out the gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary from the bid price depending upon the current OPIS rate over the length of the contract. The bidder's Plus Factor price of \$0.0097/gallon is good from December 1, 2013 to November 30, 2014. Total value of contract is based on an estimated amount of 115,000 gallons of gasoline to be used in one calendar year. Budget amount based on gasoline and diesel fuel purchases since gas and diesel are not separated in the inventory system.

EB Deley 10/31/13

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of Bulk Gasoline Purchase

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council approval of the bulk gasoline purchase for City operations from Petroleum Traders Corporation. The bid price is \$2.7478 per gallon. The estimated annual cost of gasoline is \$315,997 based on an estimated annual use of 115,000 gallons. The contract was competitively bid by the Washington County Purchasing Department to obtain a better bulk rate for Washington County, the Board of Education and the City of Hagerstown.

DATE OF PASSAGE: November 26, 2013

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Water and Wastewater Chemical Purchases (Various Vendors) Water \$577,451.00, Wastewater \$250, 095.00

Mayor and City Council Action Requested:

Requested approval of the Utilities Department Chemical Purchases for FY14/15 in the amount of \$250,095 for the Wastewater Division and \$577,451 for the Water Division

Discussion:

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provides a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2013

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2013.

Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less that dollar amount contained herein. Bid total are based on historical actual usage average for each chemical.

Financial Impact:

The Water Division currently has \$511,450 in various chemical accounts in FY14.

The Wastewater Division currently has \$261,986 in various chemical accounts in FY14.

These funding sources are adequate since the purchases will be spread of two fiscal years.

Recommendation:

Recommended approval

Motion:

DATE: November 26, 2013

**TOPIC: Approval
of the Utilities Department Bulk Chemical purchases for the remainder
of Fiscal
Year 14 and the first half of Fiscal Year 15**

Charter Amendment ?

Code
Amendment ?

Ordinance ?

Resolution ?

Other :

MOTION : I hereby
move that the Mayor and City Council approve the expenditure of \$250,095.00 (two hundred fifty thousand ninety five dollars) of Wastewater Division funds and the expenditure of \$577,451.00 (five hundred seventy seven thousand four hundred fifty one dollars) of Water Division funds for the purchase of bulk chemicals. The purchases will occur in the second half of Fiscal Year 14 and the first half of Fiscal Year 15. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1235.

DATE
OF INTRODUCTION: 11/26/13

DATE
OF PASSAGE: 11/26/13

EFFECTIVE
DATE: 11/26/13

Action Dates:
Regular Session November 26, 2013

ATTACHMENTS:

Name:

Description:



[Motion for Utilities Department Chemical Purchase FY14 112613.doc](#)

Motion for Utilities Department Chemical Purchase FY14 112613



[Utilities Department Chemical Bids FY 14 FY15 112613.pdf](#)

Utilities Department Chemical Bids Consent and Bid Documents
FY 14 FY15 112613

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: **Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 14 and the first half of Fiscal Year 15**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☐
Other	☒

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$250,095.00 (two hundred fifty thousand ninety five dollars) of Wastewater Division funds and the expenditure of \$577,451.00 (five hundred seventy seven thousand four hundred fifty one dollars) of Water Division funds for the purchase of bulk chemicals. The purchases will occur in the second half of Fiscal Year 14 and the first half of Fiscal Year 15. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1235.

DATE OF INTRODUCTION: 11/26/13
DATE OF PASSAGE: 11/26/13
EFFECTIVE DATE: 11/26/13

Approval For: _____
Consent Agenda: _____
New Business: X

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS Technologies Inc.)	\$ 31,320.00
12,000 Gallons	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Univar USA)	\$ 16,680.00
5,000 Pounds	Wastewater - Chemicals - 3" Tablet Chlorine (Brenntag Northeast)	\$ 5,840.00
3,500 Gallons	Wastewater - Chemicals - Defoamer Suppressor MB012 SF (MD Biochemical Co.)	\$ 25,165.00
10,000 Pounds	Wastewater - Chemicals - Polymer Zetag 7563 (Coyne Chemical)	\$ 23,890.00
50,000 Pounds	Wastewater - Chemicals - Methanol (Brenntag Northeast)	\$ 147,200.00
	TOTAL	\$ 250,095.00

Bid spans 2-fiscal years and balance will be budgeted in the FY15 Budget.

Bid/Proposal/Quote No.: County Bid: PUR-1235

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provides a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2013.



Director of Utilities

November 7, 2013

Date



Water Operations Manager

November 7, 2013

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Approval For: _____
Consent Agenda: _____
New Business: X _____

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 25,140.00
100 Tons	Water - Chemicals - Hydrated Lime (Carmeuse Lime, Inc.)	\$ 25,581.00
16 Tons	Water - Chemicals - Powered Activated Carbon (Coyne)	\$ 35,200.00
44,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (Univar USA)	\$ 23,760.00
13,000 Gallons	Water - Chemicals - Sodium Hypo Chlorite (Univar USA)	\$ 20,670.00
100 Dry Tons	Water - Chemicals - DelPac (USALCO)	\$ 219,300.00
50,000 Pounds	Water - Chemicals - Potassium Permanganate (Brenntag Northeast)	\$ 154,300.00
70,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 73,500.00
	TOTAL	\$ 577,451.00

Bid spans 2-fiscal years and balance will be budgeted in the FY15 Budget.

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2013.

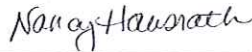
Note that the award is based on the unit cost of each chemical and the actual expense will be based on the quantity of chemical required to meet all mandated treatment requirements and may be more or less that dollar amount contained herein. Bid total are based on historical actual usage average for each chemical.



Director of Utilities

November 7, 2013

Date



Water Operations Manager

November 7, 2013

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Water and Wastewater Chemical Bid Recommendation for FY14 & FY15

Operation and Account Number	FY14 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY14 Unit Cost	FY14/15 Projected Annual Cost
R.C. WILLSON WATER PLANT - 52-70501									
559103	\$ 25,000.00	2	Liquid Chlorine	Water	60	Ton	UNIVAR USA	\$ 419.00	\$ 25,140.00
559107	\$ 25,000.00	3	Hydrated Lime	Water	100	Ton	CARMUSE NATURAL CHEMICALS	\$ 255.81	\$ 25,581.00
559113	\$ 15,000.00	6	Powdered Activated Carbon	Water	16	Ton	UNIVAR USA	\$ 2,200.00	\$ 35,200.00
559110	\$ 375,000.00	7	Polyaluminum Chloride	Water	100	Dry Ton	USALCO, LLC	\$ 2,193.00	\$ 219,300.00
559101	* See Note	10	25% Liquid Caustic Soda	Water	70,000	Gallon	UNIVAR USA	\$ 1.05	\$ 73,500.00
559112	\$ 180,000.00	14	Potassium Permanganate	Water	50,000	Pound	BRENTAG NORTHEAST	Non-Spec	\$ 154,300.00
559106	\$ 25,000.00	29	Sodium Fluorosilicate	Water	44,000	Pound	UNIVAR USA	\$ 0.540	\$ 23,760.00
WATER PRODUCTION - PUMP STATIONS - 52-70502									
559103	\$ 12,000.00	5C	Sodium Hypochlorite (bulk)	Water	13,000	Gallon	UNIVAR USA	\$ 1.59	\$ 20,670.00

* 25% Liquid Caustic Soda is a new chemical and will be included in the FY15 Budget.

Operation and Account Number	FY14 Budgeted Amount	FY14 Expenses	Description
R.C. WILLSON WATER PLANT - 52-70501			
559103	\$ 25,000.00	\$ 9,936	Liquid Chlorine
559107	\$ 25,000.00	\$ 5,655	Hydrated Lime
559113	\$ 15,000.00	\$ 2,155	Powdered Activated Carbon
559110	\$ 375,000.00	\$ 83,612	Polyaluminum Chloride
559101			25% Liquid Caustic Soda
559112	\$ 180,000.00	\$ 36,885	Potassium Permanganate
559106	\$ 25,000.00	\$ -	Sodium Fluorosilicate
559103	\$ 12,000.00	\$ 7,307	Sodium Hypochlorite (bulk)
Total:	\$ 657,000	\$ 145,550	

FY14/15 Estimated Expense
 WILLSON \$556,781.00
 PUMP STATIONS \$20,670.00
TOTAL ESTIMATED WATER COST \$577,451.00

Water and Wastewater Chemical Bid Recommendation for FY14 & FY15

Operation and Account Number	FY14 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY14 Unit Cost	FY14/15 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
559105	\$ 55,000.00	4	38% Ferric Chloride	Wastewater	60	Dry Ton	PVS TECHNOLOGIES, INC.	\$ 522,000	\$ 31,320.00
559115		5B	12.5% Sodium Hypochlorite	Wastewater	12,000	Gallon	UNIVAR USA	\$ 1,390	\$ 16,680.00
559104		23	3" Tablet Chlorine	Wastewater	5,000	Pound	BRENNTAG NORTHEAST	\$ 1,168	\$ 5,840.00
559102		31	Defoamer (Suppressor 1155)	Wastewater	3,500	Gallon	MARYLAND BIOCHEMICAL CO. GEORGE S. COYNE CHEMICAL CO., INC	\$ 7,190	\$ 25,165.00
559116		33	Polymer (Zetag 7563)	Wastewater	10,000	Pound		\$ 2,389	\$ 23,890.00
559118		34	Methanol	Wastewater	80,000	Gallon	BRENNTAG NORTHEAST	\$ 1,840	\$ 147,200.00

Operation and Account Number	FY14 Budgeted Amount	FY14 Expenses	Description
Wastewater Treatment Plant 54-71501			
559105	\$ 55,000	\$ 15,103	38% Ferric Chloride
559115	\$ 21,000	\$ 4,085	12.5% Sodium Hypochlorite
559104	\$ 7,500	\$ -	3" Tablet Chlorine
559102	\$ 28,000	\$ 2,068	Defoamer (Suppressor 1155)
559116	\$ 75,000	\$ 14,520	Polymer (Zetag 7563)
559118	\$ 150,000	\$ 38,738	Methanol
Total:	\$ 336,500	\$ 74,514	

FY14/15 Estimated Expense

WASTEWATER TREATMENT \$250,095.00

TOTAL ESTIMATED WASTEWATER COST \$250,095.00

WATER DIVISION:		BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME							
BRENNTAG NORTHEAST		1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.897	2,750	\$ 7,965.38
GEORGE S. COYNE CHEMICAL CO., INC		1	50% LIQUID CAUSTIC SODA	GALLON	\$ 3.357	2,750	\$ 9,231.75
UNIVAR USA		1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.840	2,750	\$ 7,810.00
JCI JONES CHEMICALS, INC.		2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 600.000	60	\$ 36,000.00
UNIVAR USA		2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 419.000	60	\$ 25,140.00
CARMEUSE NATURAL CHEMICALS		3	HYDRATED LIME	TON	\$ 255.810	100	\$ 25,581.00
AMATO		5C	SODIUM HYPOCHLORITE - BULK	GALLON BULK	\$ 1.695	13,000	\$ 22,035.00
UNIVAR USA		5C	SODIUM HYPOCHLORITE - BULK	GALLON BULK	\$ 1.590	13,000	\$ 20,670.00
F2 INDUSTRIES, LLC		6	POWDERED ACTIVATED CARBON	TON	NON-SPEC	16	NON-SPEC
GEORGE S. COYNE CHEMICAL CO., INC		6	POWDERED ACTIVATED CARBON	TON	\$ 2,415.000	16	\$ 38,640.00
UNIVAR USA		6	POWDERED ACTIVATED CARBON	TON	\$ 2,200.000	16	\$ 35,200.00
USALCO, LLC		7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 2,193.000	100	\$ 219,300.00
GEO SPECIALITY CHEMICALS		7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 3,607.840	100	\$ 360,784.00
BRENNTAG NORTHEAST		10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON BULK	\$ 1.080	70,000	\$ 75,600.00
UNIVAR USA		10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON BULK	\$ 1.050	70,000	\$ 73,500.00
BRENNTAG NORTHEAST		14	POTASSIUM PERMANGANATE	POUND	\$ 3.0860	50,000	\$ 154,300.00
F2 INDUSTRIES, LLC		14	POTASSIUM PERMANGANATE	POUND	Non-Spec	50,000	Non-Spec
GEORGE S. COYNE CHEMICAL CO., INC		14	POTASSIUM PERMANGANATE	POUND	Non-Spec	50,000	Non-Spec
UNIVAR USA		14	POTASSIUM PERMANGANATE	POUND	\$ 3.2000	50,000	\$ 160,000.00
UNIVAR USA		28	SODIUM FLUOROSILICATE	POUND	\$ 0.540	44,000	\$ 23,760.00

WASTEWATER DIVISION:		BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME							
KEMIRA WATER SOLUTIONS, INC		4	Ferric Chloride	DRY TON	\$ 559.590	60	\$ 33,575.40
PVS TECHNOLOGIES, INC.		4	Ferric Chloride	DRY TON	\$ 522.000	60	\$ 31,320.00
AMATO INDUSTRIES, INC.		5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.495	12,000	\$ 17,940.00
UNIVAR USA		5B	SODIUM HYPOCHLORITE - BULK	GALLONS BULK	\$ 1.390	12,000	\$ 16,680.00
AMATO INDUSTRIES, INC.		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.980	10,000	\$ 19,800.00
BRENNTAG NORTHEAST		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.168	10,000	\$ 11,680.00
CHEMRITE INC.		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.740	10,000	\$ 17,400.00
F2 INDUSTRIES, LLC		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.900	10,000	\$ 19,000.00
GEORGE S. COYNE CHEMICAL CO., INC		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.756	10,000	\$ 17,561.00
JCI JONES CHEMICALS, INC.		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.930	10,000	\$ 19,300.00
MARYLAND CHEMICAL CO. INC.		23 3"	CHLORINE TABLETS	POUNDS	\$ 2.100	10,000	\$ 21,000.00
UNIVAR USA		23 3"	CHLORINE TABLETS	POUNDS	\$ 1.990	10,000	\$ 19,900.00
DO NOT AWARD IN FY14		30	SODIUM BISULFATE SOLUTION (38%)	POUNDS	\$ 2.970	44,000	\$ 130,680.00
BRENNTAG NORTHEAST		31	DEFOAMER - ANTI FOAM FF-410	GALLONS	NON SPEC	3,500	NON SPEC
GEORGE S. COYNE CHEMICAL CO., INC		31	DEFOAMER - ANTI FOAM FF-410	GALLONS	\$ 9.051	3,500	\$ 31,678.50
MARYLAND BIOCHEMICAL CO.		31	DEFOAMER - ANTI FOAM FF-410	GALLONS	\$ 7.190	3,500	\$ 25,165.00
		32	THIOGUARD	TON		16	NO BID
GEORGE S. COYNE CHEMICAL CO., INC		33	POLYMER - ZETAG 7563	POUNDS	\$ 2.389	8,000	\$ 19,112.00
BRENNTAG NORTHEAST		34	METHANOL	GALLONS	\$ 1.8400	80,000	\$ 147,200.00
MARYLAND CHEMICAL CO. INC.		34	METHANOL	GALLONS	\$ 1.8700	80,000	\$ 149,600.00

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Funding for City Park Sculpture

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

📎 [Sculpture in City Park.pdf](#)

Description:

Approval of Funding for City Park Sculpture

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of a Sculpture for City Park

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

MOTION: I hereby move for the approval of a life sized black bear sculpture called "*The Fishing Lesson*" to be located along the shore of the City Park lake. City funding for the project shall be \$5,000 toward the \$22,000 sculpture and an additional \$2,000 toward initial printing of the associated children's book. Funding shall be from the CIP contingency. I further authorize staff to assist with fundraising to cover the balance of the sculpture costs and to utilize staff time and operating funds to install the sculpture.

DATE OF PASSAGE: 11/26/2013

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Acceptance of Bike Grant Award

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

 [Bike_grant.pdf](#)

Description:

Acceptance of Bike Grant Award

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of a Grant Agreement with the Maryland Department of Transportation (MDOT)

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

MOTION: I hereby move to authorize the City to enter into an Agreement with the Maryland Department of Transportation to receive a grant in the amount of \$70,000 for continuing bicycling-related improvements in the City. This approval is conditioned on the approval of the agreement by the City Attorney.

DATE OF PASSAGE: 11/26/2013



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 15, 2013

TO: Bruce Zimmerman, City Administrator
FROM: Rodney Tissue, City Engineer *Roo*
RE: Maryland Bikeways Grant

We are pleased to report that we received a \$70,000 grant from the Maryland Department of Transportation (MDOT) for continued bicycling-related improvements in the City. The grant has no financial match.

Staff is recommending the Mayor & Council approve the attached draft grant agreement, and authorize staff to proceed with the work.

The attached "project plan" was compiled by the Bicycle Advisory Committee and approved by MDOT. We will do as much of this work as possible within the \$70,000 grant.

Staff will be present on Tuesday to answer any questions.

Attachments: * Draft Agreement
* Work Plan

RAT:jj

c: Bicycle Advisory Committee

Parks and Recreation Division

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division

1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 16, 2013

Maryland Department of Transportation
Office of Planning and Capital Programming
Attn Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

RE: Maryland Bikeways Grant

Dear Ms. Sylvester:

Thank you very much for the grant. We are very excited to have this opportunity to make bicycling in our community safer. Attached you will find our project work plan. Please review it and offer any comments you may have.

Our *Bicycle Advisory Committee* recommended spending the grant funds on the following:

- 1) \$57,000 - Striping/sign of bike lanes and sharrows. We would design these improvements and send them to you for review. We propose the following streets (refer also to the attached map):
 - Pennsylvania Avenue (Bike lanes), from Prospect Avenue to Northern Avenue
 - View Street (Sharrows), from Pangborn Boulevard to East Irvin Avenue
 - South Walnut Street (Bike lanes) from Park Circle to Antietam Street
 - Maryland Avenue (Bike lanes) from Wilson Boulevard to Memorial Boulevard
 - Virginia Avenue (Sharrows), from Park Circle to City line
 - Bicycle signage on Wesel Boulevard
- 2) \$5,000 - Bicycle-friendly storm drain grates;
- 3) \$4,000 - Installation of additional bike racks at BIFSA, Discovery Station, Miller House, and the two post offices within the City limits;
- 4) \$1,000 - Decimating information containing the City's educational and promotional videos on bicycling;
- 5) \$1,000 - May Bike Month promotions;
- 6) \$2,000 - Helmet distribution at bicycling events

Please advise if this is an acceptable work plan. If you have any questions, please contact me at 301-739-8577 ext 128.

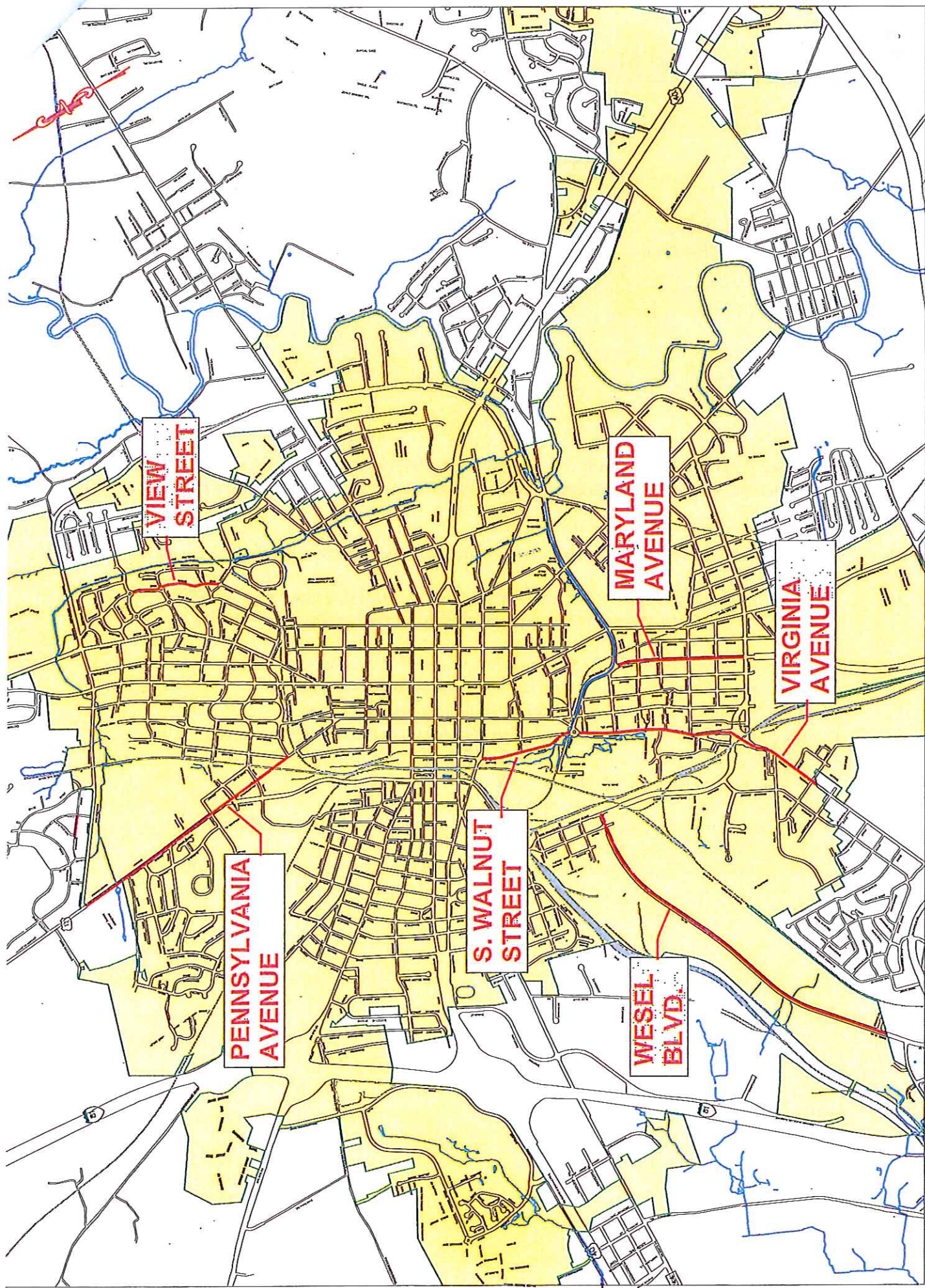
Sincerely,
CITY OF HAGERSTOWN

Rodney Tissue
City Engineer

c: Bicycle Advisory Committee

Parks and Recreation Division
351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division
1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214



SCALE: 1"= 3,000'±

PROJECT LOCATION MAP

GRANT AGREEMENT

BY AND BETWEEN

THE MARYLAND DEPARTMENT OF TRANSPORTATION

AND

CITY OF HAGERSTOWN, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 2013, by and between the Maryland Department of Transportation ("Department") and the City of Hagerstown ("Grantee"), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2013-2018 Consolidated Transportation Program-2012 State Report on Transportation a total of Ten Million Dollars (\$10,000,000) for the Maryland Bikeways Program ("Program");

WHEREAS, the Department budgeted within the Program Seventy Thousand Dollars (\$70,000) to install bicycle pavement markings, replace storm grates, and distribute educational materials that promote the use of bicycle facilities in Hagerstown, Maryland;

WHEREAS, pursuant to Section 2-602 of the Transportation Article of the Annotated Code of Maryland, it is in the public interest for the State of Maryland to include enhanced transportation facilities for pedestrians and bicycle riders as an essential component of the State's transportation system;

WHEREAS, the Maryland Bikeways Program was established and approved by the General Assembly to provide state transportation funding to support and expedite projects that improve bicycle transportation in the State;

WHEREAS, the Project will enhance bicycle safety and access in Hagerstown and improve circulation to a designated Main Street area and to the central business district;

WHEREAS, the Project is consistent with the City's Bike Plan and includes opportunities for public input;

WHEREAS, the Grantee will assume all maintenance and operating costs associated with the Project when it is completed;

WHEREAS, the Project is a valuable component of Maryland's transportation system;

WHEREAS, the Department has supported similar projects in various locations in the State;

WHEREAS, the Department and the Grantee agree that the Project will benefit the parties to this Agreement and will promote the safety, health, and general welfare of the citizens of the State of Maryland;

WHEREAS, Section 2-103(i) of the Transportation Article of the Annotated Code of Maryland (2008 Replacement Volume, 2011 Cum. Supp.) authorizes the Secretary of Transportation, to the extent permitted by the State budget, to make grants-in-aid to any person, including political subdivisions of the State of Maryland, for any transportation related purpose;

WHEREAS, the Secretary of Transportation has delegated to the Deputy Secretary of Transportation authority to execute this Agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Seventy Thousand Dollars (\$70,000) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Finalization of sign and pavement marking plan;
 - b. Purchase or fabrication of materials for sign and pavement markings;
 - c. Installation of sign and pavement markings;
 - d. Purchase and installation of bicycle racks;
 - e. Purchase and installation of bicycle-friendly storm drain grates;
 - f. Purchase and distribution of educational and promotional material for May Bike Month pending pre-approval from the Department;
 - g. Purchase and distribution of bicycle helmets pending pre-approval from the Department;
 - h. Preparation of quarterly status reports and final reports, as requested by the Department; and
 - i. Monitor and supervise the compliance of all provisions in this Agreement.
3. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO)

Bicycle Design Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

4. The Grantee shall engage a professional engineer, registered in the State of Maryland, for design services on the Project. The Grantee shall provide to the Department draft deliverables for review and comment and final deliverables for the Project record. Notwithstanding anything to the contrary herein, the Grantee shall have final rights of approval.

5. The Grantee shall require all contractors and subcontractors, prior to commencement of work on the Project, to secure and keep in force during the term of this Agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in Maryland, the following insurance coverages:

- a. commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- b. automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence;
- c. workers compensation coverage meeting all statutory requirements.

This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. The Grantee shall evidence limits of insurability for general liability coverage in an amount of \$500,000 aggregate and \$200,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. The Grantee shall have the right to self-insure.

The Department and its agencies, officers, and employees shall be endorsed on the commercial general liability policies, including any excess policies (to the extent applicable), as an additional insured. Coverage will be primary and noncontributory with any other insurance and self-insurance. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice to the Department. Certificates of insurance shall be provided to the Department upon request. All endorsements shall be provided as soon as practicable. Failure to provide insurance as required in this Agreement is a material breach of contract entitling the Department to terminate this Agreement.

6. The Grant represents the maximum financial liability of the Department under this Agreement subject to, limited by and contingent upon the appropriation and availability of funds, as well as the types of liabilities, damage caps, and notice requirements stated in the Maryland Torts Claims Act, currently found at Maryland Annotated Code, State Government, Section 12-101 ("MTCA"). The parties agree that the Grantee will utilize the Grant for the

Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project, provided that no federal funds or state general funds may be used as Cash Match.

7. The Grantee may use funds only for costs incurred in connection with the Project. Payment of the Grant by the Department shall be made on a reimbursable basis upon the Grantee's submission of invoices for such payment, subject to the following conditions.

All invoices for payment shall include:

- (a) actual expenditures incurred by the Grantee in connection with the Project;
- (b) a certification by the Grantee that all costs charged to the Project are in connection therewith and supported by properly executed records, vouchers, invoices or contracts evidencing the nature and propriety of the charges.

Invoices/requests for reimbursement will be submitted not more frequently than once per month (30 days). Invoices/requests for reimbursement will be reviewed by MDOT to determine (a) that the indicated costs are allowable hereunder and (b) that the invoiced work contributes directly to the accomplishment of the Project. Failure to meet these conditions will result in disallowed costs that will be deducted from the authorized appropriated amount. Payment shall be made by the Department to the Grantee within thirty (30) days of the Department's receipt and approval of the invoice and accompanying certifications. The final invoice must be submitted with a Final Report as stipulated by the Department. The final invoice will not be paid until the Final Report is submitted. No Project costs incurred prior to the execution of this Agreement will be reimbursed.

8. The Grantee shall comply with all applicable Federal, State and local laws in expending Grant funds and in carrying out the Project, including compliance with the Americans with Disabilities Act of 1990, particularly as it relates to public meetings held in connection with the Project.

9. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or in 24 months, whichever is sooner.

10. The Department reserves the right to suspend or terminate all or part of the financial assistance herein provided and to terminate this Agreement, in whole or in part, if:

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;
- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

The Grantee acknowledges and agrees that funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the General Assembly and that, except as otherwise provided for herein, the Department shall not be liable

for any breach of this Agreement due to the absence of an appropriation. Termination of this Agreement will not invalidate obligations properly incurred by the Grantee prior to the date of termination if such obligations are unable to be canceled. The acceptance of a remittance from the Department of any or all funds, or the closing out of the Department's financial participation under this Agreement, shall not constitute a waiver of any claim which the Department may otherwise have against the Grantee arising out of this Agreement. If, upon termination of this Agreement, it is determined by the Department that funds are due to the Department, the Grantee shall promptly remit such amount to the Department within forty-five (45) days following written notification to the Grantee from the Department. The Grantee's agreement to remit any excess Grant funds to the Department shall survive the termination of this Agreement.

In addition to the Department's remedies under this Section, the Department may proceed to protect and enforce all rights available to it, by suit in equity, action in law or by any other appropriate proceedings, any or all of which may be exercised contemporaneously with each other and all of which rights and remedies shall survive the termination of this Agreement.

11. The Grantee shall maintain separate and complete accounting records which are consistent with generally accepted accounting procedures and accurately reflect all income and expenditures of Grant funds for the Project. Grantee accounting records shall be maintained for a period of three (3) years after the termination of this Agreement. The records of the Grantee must be in sufficient detail to determine the nature of the costs incurred and/or expenditures made by the Grantee for the Project.

12. The Department may perform interim and final audits of the Grant provided for under this Agreement. Any final audit shall commence within three (3) years of the expiration or earlier termination of this Agreement. In connection with any audit undertaken hereunder, the Grantee shall provide access to all records with respect to the Project. Following the completion of any audit undertaken hereunder, the Grantee shall refund to the Department within forty-five (45) days following notification by the Department any Grant payments that are found to be unsupported by acceptable accounting records or not expended in accordance with the terms of this Agreement. The Grantee's covenant to repay any excess Grant payments shall survive the expiration or earlier termination of this Agreement.

13. This Agreement may be modified only by written instrument, executed by the Department and the Grantee.

14. The Grantee shall, to the extent permitted by law, defend, indemnify, and hold harmless the Department, its officers, agents, and employees, from any and all claims, demands, suits, causes of action, liability, damages, losses, costs and expenses (including reasonable attorneys' fees) of whatsoever nature, including, without limitation, those arising on account of any injury or death of persons or damage to property, caused by, arising out of, or resulting from any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

15. It is understood and agreed that the sole obligation of the Department is the payment to the Grantee the sum of money specified in Section 2 of this Agreement.

16. All payments hereunder by the Department to the Grantee are subject to the budgetary and appropriation requirements of Section 3-216(d)(2) of the Transportation Article of the Annotated Code of Maryland, as amended and supplemented.

17. No right, benefit or advantage inuring to the Grantee under this Agreement may be assigned and no burden imposed on the Grantee hereunder may be delegated or assigned without the prior written approval of the Department.

18. The parties hereby agree that this Agreement shall be construed in accordance with the law of the State of Maryland.

19. As an inducement to the Department to make the Grant, the Grantee hereby certifies to the Department that:

- (a) any resolution, ordinance or other action which may be required by local law has been introduced and adopted, passed, enacted or taken as an official act of the Grantee's governing body, authorizing the execution and delivery of this Agreement by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Grantee;
- (b) no officer or employee of the Grantee, or its designees or agents, no consultants, no member of the Grantee's governing body, and no other public official of the Grantee, who exercises any functions or responsibilities over the Project or the Grant shall have or obtain a personal or financial interest or benefit from any activity in connection with the Project or Grant or have an interest in any contract, subcontract or agreement with respect therewith;
- (c) the Grantee is not in arrears with respect to the payment of any moneys due and owing the State of Maryland, or any department or unit thereof, including, but not limited to, the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

20. The Department and the Grantee certify that they prohibit, and covenant that they will continue to prohibit, discrimination on the basis of:

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;
- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age,

ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

21. The Department and the Grantee shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and must remain in compliance throughout the term of this Agreement.

22. It is specifically agreed between the Department and the Grantee that it is not intended by any of the provisions of this Agreement to create in any public entity, or any member thereof, or in any private entity third party beneficiary status in connection with the performance of the obligations herein.

23. If any provisions of this Agreement is held to be illegal, invalid or unenforceable by a court of competent jurisdiction:

- (a) such provision shall be fully severable;
- (b) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement; and
- (c) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.

24. This Agreement may be executed in a number of identical counterparts, each of which shall constitute an original and all of which shall constitute, collectively, one agreement.

25. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 14 of this Agreement, their assigns.

26. Each notice, invoice, demand, request, consent, approval, disapproval, designation or other communications between the parties, to the extent required to be in writing shall be made by United States Mail to the following addressees:

In the case of MDOT:

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548
Hanover, MD 21076

In the case of the Grantee:

Mr. Rodney Tissue
Department of Parks and
Engineering
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

The next page is the signature page.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the day and year first above written.

WITNESS:

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: _____

Wilson H. Parran
Deputy Secretary

FUNDS AVAILABLE:

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

David L. Fleming, Chief Financial Officer
Office of Finance

Assistant Attorney General
Maryland Department of Transportation

WITNESS:

CITY OF HAGERSTOWN, MARYLAND

By: _____

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Application for FY 2015 Program Open Space (POS) Projects

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

 [Program Open Space.pdf](#)

Description:

Approval of Application for FY 2015 Program Open Space (POS) Projects

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of Application for FY 2015 Program Open Space Projects

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

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2015 Program Open Space funding of improvements to the City's recreational facilities (by priority) as follows:

1. Kiwanis Park Creek Access and Paths (Flood plain work) - \$90,000
2. City Park Benches and Picnic Tables - \$27,000
3. Staley Park Pavilion - \$22,500
4. Community Garden (location TBD) - \$27,000

I further move to reallocate FY2014 Funds toward the City Park Bandshell for Additional fixed seating (\$22,500) and the Fairgrounds Park outdoor exercise equipment (\$22,500) so work on both these projects can occur in 2014.

DATE OF PASSAGE: 11/26/2013

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of an Amendment for "Greens and Grains" Cafe License

Mayor and City Council Action Requested:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

Name:

 [Greens and Grains.pdf](#)

Description:

Approval of an Amendment for "Greens and Grains" Cafe License

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2013

TOPIC: Approval of an Amendment for "Greens & Grains" Café License

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

MOTION: I hereby move for the approval of an Amendment to the "Greens & Grains" Café License at 2 West Washington Street, to place two 15' X 15' tents from December – March in the Public Square adjacent their business so they can continue outdoor dining throughout the winter. The approval is conditioned on the issuance of the appropriate building permit and electrical permit, and concurrence by the Board of License Commissioners for Washington County for the serving of beer or wine.

DATE OF PASSAGE: 11/26/2013

Amendment to License

WHEREAS, the CITY OF HAGERSTOWN, a municipal corporation, existing under and by virtue of the Laws of the State of Maryland, hereinafter referred to as "the CITY", and GREEN N' GRAINS, hereinafter referred to as "LICENSEE", executed a License on August 26, 2013 to permit operation of a sidewalk café in front of 2 W. Washington Street; and

WHEREAS, the Licensee has requested an expansion of his sidewalk café area, on adjacent property that the City either owns or has a right-of-way over, to create an outdoor dining area for use during the winter months; and

WHEREAS, the previously executed License allows the Mayor and Council to modify the License upon giving five (5) days notice thereof to the Licensee; and

WHEREAS, the Mayor and Council have reviewed the request from the Licensee and are willing to modify the License to allow an expansion of the Licensee's sidewalk café area.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS RECITED HEREIN, the City does hereby modify the previously executed License under the following conditions:

1. The terms and conditions of the previously executed License shall remain in full effect for the originally licensed sidewalk café area, and shall be extended to cover the proposed winter outdoor dining area.

2. The Licensee shall be permitted to install two 15' x 15' tents on the sidewalk area of the Public Square for use as a winter outdoor dining area from December 1st to March 31st, under the following conditions:

- a. The specific location for installation of the tents must be approved in advance by the City, and must provide sufficient clearance on the adjoining sidewalk area for pedestrians.
- b. Licensee shall obtain a City Building Permit, and any required Electrical, Mechanical, or Plumbing Permits prior to installation of the tents.
- c. Prior to issuance of a Building Permit, Licensee shall secure the approval of the Washington County Liquor Board for the proposed tent/café configuration. Any conditions imposed by the Liquor Board shall become conditions of the amended License.
- d. The City Fire Marshall must approve the tent installation and any related heating or electrical services.

- e. Any type of electric heat or lighting provided in the tents must be powered by the Licensee's electric service, not the City's existing electrical system in the Public Square. Any electric cords running to the tents or heaters must be installed in such a way as to not pose a tripping hazard.
- f. Licensee shall secure the tents to the ground in accordance with the conditions of the Building Permit. Licensee shall be fully responsible for any damage caused to existing underground utilities, service lines, etc. by the installation and anchoring of the tents.
- g. The public liability insurance provided by the Licensee under the previously executed License, naming the City of Hagerstown as an additional insured party, shall be amended to include the winter outdoor dining area. The insurance coverage amounts shall remain unchanged from the original License.



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 14, 2013

TO: Bruce Zimmerman, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Expansion of Café License for "Greens & Grains"

1. Background

The owner of Greens & Grains, Pietro Priola, currently has a staff-approved café license. He requests permission to place two 15' X 15' tents from December – March in the Public Square adjacent their business so they can continue outdoor dining throughout the winter. Since this request is in the public right-of-way (see attached drawings and photographs), to permit this café expansion, the Council would have to authorize a License for this proposed work.

2. Mayor & Council Action Requested

Review the proposed request, and determine whether or not to enter into an expanded Café License Agreement with Greens & Grains for the installation of the tent in the public right-of-way. If the Council agrees, a final License Agreement will be presented for consideration at the Regular Session meeting on November 26, 2013.

3. Discussion

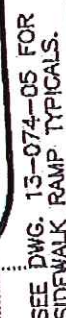
The Applicant is requesting permission to install this structure in order to provide an outdoor dining café for people patronizing his restaurant during the winter months. After March, the owner wishes to install "sails-style" canopy for outdoor dining.

The License Agreement includes clauses that will require the Applicant to remove the structure upon request, if it is found to interfere with future City operations. The license cannot be transferred to future owners without the approval of the City. The owner will be seeking permission to serve beer and wine in the café from the Board of License Commissioners for Washington County.

Staff and the owner will be present at the Council's work session to discuss.

Attachment: * Site photos & exhibits

c: Andrew Sargent
Eric Deike
Pietro Priola



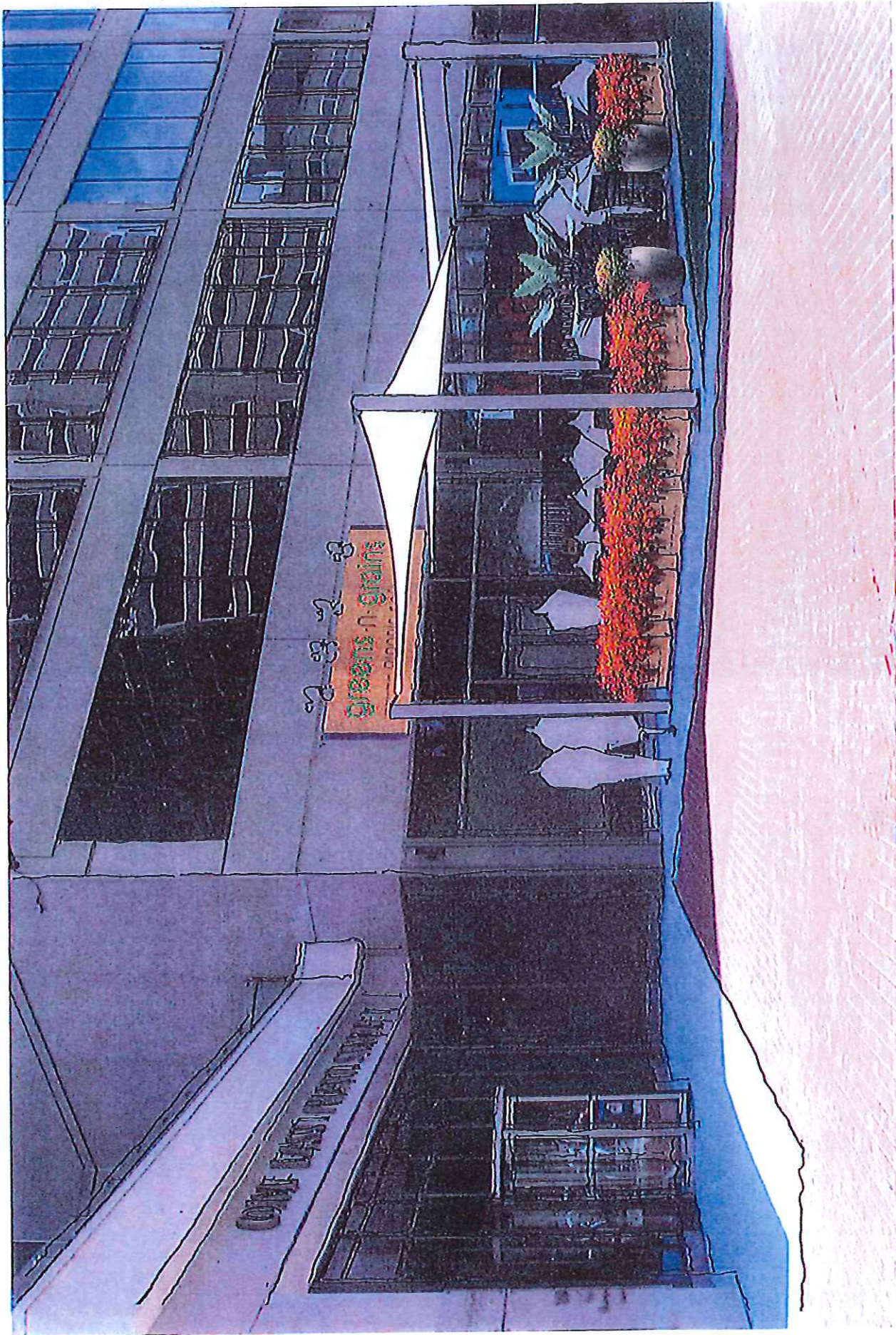


PROPOSED WINTER INSTALLATION
DEC - MARCH

T-Mobile

For more information, visit t-mobile.com

2 - 15' X 15' HEATED TENTS.



PROPOSED CANOPY FOR REST OF YEAR greens & grains
 ~ 15' x 30'
 5/27/10

11/13/2013

To whom it may concern,

We Bikles give permission to Greens and Grains to place a tent in the courtyard for the winter season of 2013-2014.

Dax Zombro and Mike Zello