Mayor and City Council
October 28, 2014
Agenda

7:00 PM - October 28, 2014 - REGULAR SESSION - *Council Chamber*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Donald F. Munson

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, November 4, 2014 - Work Session at 4:00 p.m.
2. Tuesday, November 11, 2014 - Veteran's Day - No Meeting
3. Tuesday, November 18, 2014 - Work Session at 4:00 p.m.
4. Tuesday, November 25, 2014 - Regular Session at 7:00 p.m.

V. PROCLAMATION

A. Economic Development Week

B. Red Ribbon Week

VI. CITIZEN COMMENTS

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

September 9, 2014, September 16, 2014, September 23, 2014, and September 30, 2014

X. CONSENT

A. Community and Economic Development

1. Purchase of 3 Vehicles for DCED/Planning and Code for Neighborhood Services Inspectors - Hertrich Fleet Services (Milford, DE) $ 63,306.00
2. Purchase of 2 Vehicles for DCED/Planning and Code - Hertrich Fleet Services (Milford, DE) $ 42,956.00
3. Contract: Rehabilitation Contract for Interior Portion of 60 W. Washington Street for Business Resources Center - GRC General Contractor, Inc. (Zullinger, PA) $ 48,841.00
4. Contract: CDBG Consolidated Plan PY 2015-2019, Action Plan PY 2015 and Analysis

of Impediments to Fair Housing - Urban Design Ventures, LLC (Homestead, PA) $ 33,250.00

A. IT/Support Services

1. ESRI GIS Maintenance Agreement Renewal - ESRI (Redlands, CA) $ 35,000.00

B. Utilities

1. Water: Fire Hydrants - HD Supply Waterworks, LTD (Martinsburg, WV) $ 24,217.99
2. Wastewater: Discharge Assemblies - Fluid Solutions, Inc. (Westminster, MD) $ 12,000.00

XI. UNFINISHED BUSINESS

A. Approval of an Ordinance: Amending the City Code, Chapter 79, Curfew for Juveniles

XII. NEW BUSINESS

A. Approval of a Resolution: Residential Lease Agreement for 120 Key Street (Hager House)

B. Approval of City Center Holiday Parking Program

C. Approval of a Purchase: Bucket Truck - Equipment Technology, LLC (Oklahoma City, OK) $ 122,977.00

D. Approval of a Purchase: Video/Audio Broadcast Equipment Upgrade for Council Chamber – The Lerro Corporation (Norristown, PA) $ 149,993.15

E. Approval of Bloom-Carlile Trust Fund FY 15 Funding to Community Action Council

F. Approval of Self-Insured Workers' Compensation Program

G. Approval of Additional Position in the Human Resources Department

H. Approval of Retainer Agreement for City Legal Services

I. Approval of a Community Garden at 513 South Potomac Street

XIII. ADJOURN

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Councilmember Donald F. Munson

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
A. Rules of Procedure - Adopted September 24, 2013
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Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Economic Development Week

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Red Ribbon Week

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
September 9, 2014, September 16, 2014, September 23, 2014, and September 30, 2014

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Motion.minutes.pdf	Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: October 28, 2014

TOPIC: **Approval of Minutes**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	X

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on September 9, 2014, September 16, 2014, September 23, 2014 and September 30, 2014.

DATE OF PASSAGE: October 28, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Purchase of 3 Vehicles for DCED/Planning and Code for Neighborhood Services Inspectors - Hertrich Fleet Services (Milford, DE) $ 63,306.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Consent_Form_-_3_2014_Ford_F_150_Trucks.pdf	Consent Form - Three Vehicles for Planning and Code

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of ____

Do Not Complete This Section

Approved Consent Agenda: ____

New Business: ____

Originating Department:	DCED/Planning & Code		By:				
Account Number:	45.4507003.5843.C0862		Account / Project Name:		Comm/Econ Vehicles		
Budget Amount:	$63,306.00	Account Balance:	$	Year:	FY15	CIP Control No.	C0862
Unbudgeted $:	$63,306.00	Source of Funds:					

Quantity	Description	Value
3	2014 Ford F150 ½ Ton Type 6-C-1 4-wheel drive	63,306

TOTAL VALUE OF PROJECT: $63,306.00

ABOVE TO BE USED FOR:

Pick Up Trucks for Neighborhood Services Inspectors

Recommended Vendor:

Business Name: Hertrich Fleet Services

Address: 1422 Bay Road

City, State: Milford, DE 19963

Bid/Proposal/Quote No.: State of MD BPO # 001B4400405

OTHER VENDORS:

Firm	City/State	Total Amount
State of MD BPO # 001B4400405		

(1) Department Manager

The Mayor and City Council approved the addition of 3 new full-time inspector positions as part of the revisions to the Rental Licensing Program. These positions, titled as Neighborhood Services Inspectors, will travel daily throughout the City. The addition of these positions requires the purchase of 3 new vehicles. Funding for these vehicles will come from the increased program income and the total cost of these vehicles is within the projected amount for this purpose. The recommendation is 4-wheel drive vehicles. These types of vehicles are required as inspection staff routinely drive during inclement weather and depending on organizational need these vehicles may be used to access construction sites. I recommend the purchase of these vehicles as necessary for the successful implementation of the renewed Rental Licensing Program.

John N. Lestitian, Director DCED October 15, 2014

(2) Purchasing Agent:

Recommend Approval

10.16.14

Erica M. Bonilla Signature / Date

(3) Finance Manager:

Recommend approval based on prior Mayor + Council authorization to implement these new programs and add staff.

Michelle Hepburn 10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Bruce Tinnon 10/16/14

Signature / Date

CITY OF HAGERSTOWN, MARYLAND
Department of Community & Economic Development

TO: Bruce Zimmerman, City Administrator

FROM: John Lestitian, Director DCED

DATE: October 16, 2014

SUBJECT: Start-up expenses related to the Rental Licensing and Vacant Structure Programs

The Mayor and City Council recently approved revisions to both the Rental Licensing and Vacant Structure Programs. As part of these approvals, the Mayor and City Council authorized the addition of staff positions. Hiring additional staff also requires providing vehicles, work space, computers, related equipment and training. While the approved FY15 budget did not anticipate these expenses the amendments to these programs provides sufficient revenues in FY15 to cover these expenses to include salaries and related overhead.

I have discussed the start-up expenses and implementation with Michelle Hepburn. This communication is to document that expenses will exceed the various line item amounts in the approved FY15 Budget but that the revenue projections have also changed. The additional expenses will be kept within the new revenue projections.

c. Michelle Hepburn, Director of Finance
Kathleen Maher, Planning Director
Blaine Mowen, Chief Code Official
Paul Fulk, Inspections Manager

DCED • 14 North Potomac Street Suite 200A • Hagerstown, MD 21740-4987
www.hagerstownmd.org fax: 301-739 - 6322

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Purchase of 2 Vehicles for DCED/Planning and Code - Hertrich Fleet Services (Milford, DE) $ 42,956.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Consent_Form_-_2_2014_Dodge_Journey_Vehicles.pdf	Consent Form - Purchase of 2 Vehicles for Planning and Code

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of ____

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

Originating Department:	DCED/Planning & Code			By:			
Account Number:	45.4507003.5843.C0249			Account / Project Name:	Comm/Econ Vehicles		
Budget Amount:	$45,000.00	Account Balance:	$45,000.00	Year:	FY15	CIP Control No.	C0249
Unbudgeted $:	0.00	Source of Funds:	GF Fund Balance Reserve				

Quantity	Description	Value
2	2014 Dodge Journey SXT AWD JCEE49	42,956.00

TOTAL VALUE OF PROJECT: $42,956.00

ABOVE TO BE USED FOR:

SUVs for Inspectors (replaces Units 715 and 755)

Recommended Vendor:

Business Name: Hertrich Fleet Services

Address: 1422 Bay Road

City, State: Milford, DE 19963

Bid/Proposal/Quote No.: State of MD BPO # 001B4400368

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
State of MD BPO # 001B4400368		

(1) Department Manager

Vehicle 715 is a 2003 Chevrolet Cavalier. Vehicle 755 is a 2004 Chevrolet Colorado. The replacement of these vehicles have been deferred several times. The approved FY15 budget anticipated the replacement of these vehicles. The State Contract cost for replacement of these vehicles is below the budgeted amount of $45,000. The recommended vehicles are all wheel drive. Inspection staff travel daily throughout the City, are required to drive during inclement weather and on construction sites. I recommend the purchase of these replacement vehicles.

John N. Lestitian, Director DCED / October 15, 2014

(2) Purchasing Agent:

Recommend Approval

10.16.14

(Erica M. Ponika) Signature / Date

(3) Finance Manager:

Recommend approval. The funding source in the FY15 approved budget is General Fund Balance - ~~Unr~~ Reserves.

M. Hagen 10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Bruce Zimmerman 10/16/14

Signature / Date

CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2013/14

Department: Community and Econ. Dev. **Division:** Planning and Code Admin

Vehicle Call #: 715 Model Yr: 2003 Serial #: 1G1JC52F937382687

Make: Chevrolet Model: Cavalier

Vehicle Description: Vehicle for Neighborhood Services inspections

Mileage/Hours: 21,542 Repair Costs to Date: $5,966

# of Service Orders: 29 Condition: Poor

Reason(s) for Replacement:

X	Deteriorating Condition
	Undersized for Type of Work
	Hours and/or Age
	Other (explain in detail)

Is purchase an addition to the fleet?

Reason for addition:

Disposition:

	Addition
	Transfer within City
X	Disposal
	Junked

Salvage Value: $500 - $1,000

Notes:

Prepared By: Paul Fulk Date: 10/9/2014

CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2013/14

Department: Community and Econ. Dev. **Division:** Planning and Code Admin

Vehicle Call #: 755 Model Yr: 2003 Serial #: 1GCCS148248142712

Make: Chevrolet Model: Colorado

Vehicle Description: Vehicle for electrical inspections

Mileage/Hours: 59,750 Repair Costs to Date: $4,134

# of Service Orders: 35 Condition: Fair

Reason(s) for Replacement:

	Deteriorating Condition
	Undersized for Type of Work
X	Hours and/or Age
	Other (explain in detail)

Is purchase an addition to the fleet?

Reason for addition:

Disposition:

	Addition
	Transfer within City
X	Disposal
	Junked

Salvage Value: $500 - $1,000

Notes:

Prepared By: Paul Fulk Date: 10/9/2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Contract: Rehabilitation Contract for Interior Portion of 60 W. Washington Street for Business Resources Center - GRC General Contractor, Inc. (Zullinger, PA) $ 48,841.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
🗋	Consent_Form_-_Rehabilitation_of_Interior_Portion_of_60_West_Washington_Street.pdf	Consent Form - Rehabilitation Contract for 60 W. Washington Street

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/21/14

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: ____________

Originating Department:	Community Development	By:	Jonathan Kerns
Account Number:	ED005	Account / Project Name:	60 W. Washington Final Phase- Incubator

Budget Amount:	$73,079	Account Balance:	$73,079	Year:	2014/2015	CIP Control No.	C0828
Unbudgeted $:	0.00	Source of Funds:	USDA Grant				

Quantity	Description	Value
1	Rehabilitation Contract, Base Bid $48,841.00	$48,841.00

TOTAL VALUE OF PROJECT: $48,841.00

ABOVE TO BE USED FOR:

Rehabilitation of Interior Portion of 60 West Washington for Business Resources Center

Recommended Vendor:

Business Name:	GRC General Contractor, Inc.
Address:	3289 Waynecastle Road, P.O. Box 216
City, State:	Zullinger, PA 17272
Bid/Proposal/Quote No.:	B1566.14

OTHER VENDORS:

Firm	City/State	Total Amount
Milton Stamper Builders	Hagerstown, MD	$50,397
ARC Contracting, LLC	Washington, DC	$170,000
Colossal Contractors, Inc	Burtonsville, MD	$135,000
Morgan-Keller. Inc.	Frederick, MD	$73,716

(1) Department Manager
The final phase of this project brings to fruition both an incubator space and a creative shared work area. The build-out of this space will allow various partners to come together to further our entrepreneurial, business support and downtown goals. This project is fully funded through the USDA RBEG Grant. No local funds will be needed for this build-out. The selected vendor is the low-bid contractor and has completed successful projects for the City in the past. I recommend the award of this contract to GRC General Contractor, Inc.

John N. Lestitian, Director DCED / October 15, 2014

(2) Purchasing Agent:

Recommend Approval

10.16.14

(Erica M. Bonilla) Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle 10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

10/16/14

Signature / Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Contract: CDBG Consolidated Plan PY 2015-2019, Action Plan PY 2015 and Analysis of Impediments to Fair Housing - Urban Design Ventures, LLC (Homestead, PA) $ 33,250.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Consent_Form_-_CDBG_Consolidated_Plan_PY_2015-2019.pdf	Consent Form - CDBG Action Plan Consultant

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/21/14

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

Originating Department:	Community Development	By:	Jonathan Kerns		
Account Number:	1050001-530909	Account / Project Name:	CDBG 5 Year Consolidated Plan		
Budget Amount:	$7,500	Account Balance:	$ 7,500	Year: 2014/2015	CIP Control No.
Unbudgeted $:		Source of Funds:	~~Economic Redevelopment &~~ CDBG Admin Program Income		

Quantity	Description	Value
1	CDBG Consolidated Plan PY2015-2019, Action Plan PY2015 and Analysis of Impediments to Fair Housing	$33,250

TOTAL VALUE OF PROJECT: $33.250

ABOVE TO BE USED FOR:

Consultant to develop CDBG Consolidated Plan PY2015-2019, Action Plan PY2015 and Analysis of Impediments to Fair Housing

Recommended Vendor:

Business Name: Urban Design Ventures, LLC
Address: 212 East Seventh Avenue
City, State: Homestead, PA 151230
Bid/Proposal/Quote No.: P1571.15

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
Ask Development Solutions, Inc.	Southfield, MI	$43,640
Earnest Swiger Consulting, Inc.	Stroudsburg, PA	$45,500

(1) Department Manager
FY15 budget was constructed based on very conservative estimates of the CDBG Program Income and related administrative cap. The actual FY15 program income is considerably higher and sufficient CDBG administrative funds are available for this project. I recommend the low-bid vendor, Urban Design Ventures, LLC. The references check positively and this firm has many repeat customers.

John Lestitian, Director DCED / October 16, 2014

(2) Purchasing Agent:

Recommend Approval

10.16.14

(Erica M. Bomilla) Signature / Date

(3) Finance Manager:

Recommend approval. There are adequate funding sources avail in CDBG program income subsequent to FY15 budget approval to cover this service.

Michelle Hepburn 10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend approval

Bruce Zimmerman 10/16/14

Signature / Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
ESRI GIS Maintenance Agreement Renewal - ESRI (Redlands, CA) $ 35,000.00

Mayor and City Council Action Required:

Discussion:
Annual renewal of the Small Municipal and County Government Enterprise License. This renewal is for one-year only at $35,000. This ELA allows for unlimited use of ESRI GIS products and licenses, technical support, and product updates.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Consent_Agenda_ESRIRenewal_101314.doc	Consent Form
	HagerstownELA_2014-2015.pdf	ESRI ELA
	Consent_Form_-_ESRI_Renewal.pdf	Completed Consent Form - ESRI

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of ____

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

Originating Department:	Technology & Support Svcs.	By:	Scott Nicewarner, Director
Account Number:	0107200-537702	Account / Project Name:	ESRI Maintenance Renew

Budget Amount:	$35,000.00	Account Balance:		Year:	14/15	CIP Control No.	
Unbudgeted $:	$0.00	Source of Funds:	General Fund Expense Budget				

Quantity	Description	Value
1	ESRI GIS Maintenance Agreement Renewal	$35,000.00

TOTAL VALUE OF PROJECT: $35,000.00

ABOVE TO BE USED FOR:

Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain our City GIS information.

Recommended Vendor:

Business Name:	ESRI
Address:	380 New York Street
City, State:	Redlands, CA 92373
Bid/Proposal/Quote No.:	

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
THIS IS A SOLE SOURCE PROPOSAL		

(1) Department Manager

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY14 out of general operating expenses.

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

September 8, 2014

Mr. Scott Nicewarner
City of Hagerstown
1 E Franklin St
Hagerstown, MD 21740

Dear Scott,

The Esri Small Municipal and County Government Enterprise License Agreement (ELA) is a three-year agreement that will grant your organization access to Esri® term license software on an unlimited basis including maintenance on all software offered through the ELA for the term of the agreement. The ELA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply geographic information system (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an enterprise license agreement.

An ELA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Maintenance on all Esri software deployed under this agreement
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.

- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.

- Licenses are valid for the term of the ELA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have. To expedite your acceptance of this ELA offer:

1. Sign and return the signature page of the ELA with a Purchase Order or issue a Purchase Order that references this ELA Quotation and includes the following statement on the face of the Purchase Order: **"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT ELA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."** Have it signed by an authorized representative of the organization.

2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-ELA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Stacy Gargano

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York Street
Redlands, CA 92373-8100
Phone: (978) 777-4543 **Fax: (978) 777-8476**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/08/2014 To: 12/07/2014

Quotation # 20456243

Date: September 8, 2014

Customer # 25247 **Contract #**

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

ATTENTION: Scott Nicewarner
PHONE: (301) 739-8577
FAX:

Material	Qty	Description	Unit Price	Total
110036	1	YEAR 1 - Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
110036	1	YEAR 2 - Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00
110036	1	YEAR 3 - Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement	35,000.00	35,000.00

Item Total:	105,000.00
Subtotal:	105,000.00
Sales Tax:	0.00
Estimated Shipping & Handling(2 Day Delivery) :	0.00
Contract Pricing Adjust:	0.00
Total:	$105,000.00

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

For questions contact: Stacy Gargano **Email:** sgargano@esri.com **Phone:** (978) 777-4543 x8456

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARGANOS **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # 20456243

Date: September 8, 2014

Customer # 25247 **Contract #**

ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 New York Street
Redlands, CA 92373-8100
Phone: (978) 777-4543 **Fax: (978) 777-8476**
DUNS Number: 06-313-4175 **CAGE Code: 0AMS3**

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

ATTENTION: Scott Nicewarner
PHONE: (301) 739-8577
FAX:

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 09/08/2014 To: 12/07/2014

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $___________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

Signature of Authorized Representative **Date**

Name (Please Print)

Title

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

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

For questions contact: Stacy Gargano **Email:** sgargano@esri.com **Phone:** (978) 777-4543 x8456

The items on this quotation are subject to the terms set forth herein and the terms of your agreement with Esri, if any, or, where applicable, Esri's standard terms and conditions at www.esri.com/legal, which are incorporated by reference. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's products and services.

If sending remittance, please address to: Esri, File No. 54630, Los Angeles, Ca 90074-4630

GARGANOS

This offer is limited to the terms and conditions incorporated and attached herein.

SMALL
ENTERPRISE LICENSE AGREEMENT
COUNTY AND MUNICIPALITY

Authorized Distributor/Esri Use Only:
Cust. Name ___________________
Cust. # ___________________
PO # ___________________
Esri Agreement # _______________

Esri, 380 New York St., Redlands, CA 92373-8100 USA • TEL 909-793-2853 • FAX 909-793-5953

This Small Enterprise License Agreement ("ELA") is by and between the organization listed on the signature page (**"Licensee"**); **Environmental Systems Research Institute, Inc.** (**"Esri"**); and, if Licensee is located outside the United States of America (USA), the Authorized Distributor listed on the signature page (**"Authorized Distributor"**). Authorized Distributor is authorized by Esri to provide access to Online Services and provide ELA Maintenance for Enterprise Products and other benefits, as described herein, to Licensee located outside the USA.

This ELA sets forth the terms for Licensee's use of Enterprise Products and incorporates by reference (i) the ELA Quotation and (ii) the License Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this ELA, the order of precedence for the documents shall be as follows: (i) the ELA Quotation, (ii) Small Enterprise License Agreement, and (iii) the License Agreement. This ELA shall be governed by and construed in accordance with the laws of the state in which Licensee is located without reference to conflict of laws principles, and the USA federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this ELA apply only to the Enterprise Products listed in Table A.

Table A
List of Enterprise Products

Unlimited Quantities
Desktop Software and Extensions
ArcGIS for Desktop Advanced
ArcGIS for Desktop Standard
ArcGIS for Desktop Basic
ArcGIS for Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Desktop, ArcGIS Data Reviewer

Server Software and Extensions
ArcGIS for Server Workgroup and Enterprise (Advanced, Standard, and Basic)
ArcGIS for Server Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager for Server, ArcGIS Image Extension for Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime Standard
ArcGIS Runtime Standard Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Network Analyst

Limited Quantities
One (1) Annual Subscription to Esri Developer Network (EDN) Standard*
One (1) Esri CityEngine Advanced Single Use License
One (1) Esri CityEngine Advanced Concurrent Use License
One (1) ArcGIS Online Subscription

Other Benefits

One (1) ArcGIS Online subscription with specified named users and credits as determined in the program description	**Level 3**
Number of Esri User Conference registrations provided annually	**3**
Number of Tier 1 Help Desk individuals authorized to call Esri	**3**
Maximum number of sets of backup media, if requested**	**2**
Virtual Campus Annual User License allowance	**7,500**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

*ELA Maintenance is not provided for these items.
**Additional sets of backup media may be purchased for a fee.

Licensee may accept this ELA by signing and returning it with an Ordering Document that matches the ELA Quotation and references this ELA. **ADDITIONAL OR CONFLICTING TERMS IN LICENSEE'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS ELA WILL GOVERN.** Unless otherwise mutually agreed to, this ELA is effective as of the date of the last signature on the signature page ("Effective Date"), or if no date is provided with the signature, the date of Esri's receipt of Licensee's Ordering Document incorporating this ELA by reference.

This ELA supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Enterprise Products. Except as provided in Article 4—Enterprise Product Updates, no modifications can be made to this ELA.

This ELA may be executed in duplicate by the parties. An executed separate signature page transmitted through electronic means, such as fax or e-mail, is valid and binding even if an original paper document bearing each party's original signature is not delivered.

Accepted and Agreed:

____
(Licensee)

By: ____
Authorized Signature

Printed Name: __________________________________

Title: ____

Date: ____

LICENSEE CONTACT INFORMATION

Contact: ______________________________________

Address: ______________________________________

City, State, Postal Code: ___________________________

Country: ______________________________________

ELA Quotation Number (if applicable): ______________

Telephone: _____________________________________

Fax: ____

E-mail: _______________________________________

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the License Agreement, the following definitions apply to this ELA:

"Deploy" means to redistribute and install the Enterprise Products and related Authorization Codes within Licensee's organization(s).

"ELA Maintenance" means Tier 2 Support, updates, and patches provided by Esri or its Authorized Distributor to Licensee for the Enterprise Products.

"ELA Quotation" means the Small Enterprise License Agreement offer letter and quotation provided separately by Esri or its Authorized Distributor to Licensee.

"ELA Fee" means the fee set forth in the ELA Quotation.

"Enterprise Products" means the Products identified in Table A—List of Enterprise Products and any updates to such list provided in writing by Esri or its Authorized Distributor.

"Incident" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"License Agreement" means the applicable license agreement incorporated by this reference that is (i) found at http://www.esri.com/legal/software-license; composed of the General License Terms and Conditions (E204) and Exhibit 1, Scope of Use (E300); and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed license agreement between Esri, Distributor (if applicable), and Licensee that supersedes such electronically acknowledged license agreement.

"Technical Support" means a process to attempt to resolve reported Incidents through error correction; patches; hot fixes; workarounds; replacement deliveries; or any other type of Enterprise Product corrections or modifications.

"Tier 1 Help Desk" means Licensee's point of contact from which all Tier 1 Support will be given to Licensee.

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Licensee in attempted resolution of reported Incidents.

"Tier 2 Support" means the Technical Support provided by Esri or its Authorized Distributor to the Tier 1 Help Desk when the Incident cannot be resolved through Tier 1 Support. Licensees located in the USA will receive Tier 2 Support from Esri. Licensees outside the USA will receive Tier 2 Support from an Authorized Distributor located in the Licensee's region.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 **Grant of License.** Subject to the terms and conditions of this ELA, Esri grants to Licensee a personal, nonexclusive, nontransferable Term License solely to use, copy, and Deploy quantities of the Enterprise Products listed in Table A for the term provided in Section 3.1—Term (i) for which the applicable license fees have been paid and (ii) in accordance with the License Agreement.

2.2 **Consultant Access.** Esri grants Licensee the right to permit Licensee's consultants or contractors to use the Enterprise Products exclusively for Licensee's benefit. Licensee shall be solely responsible for compliance by consultants and contractors with this ELA and shall ensure that the consultant or contractor discontinues use of Enterprise Products upon completion of work for Licensee. Access to or use of Enterprise Products by consultants or contractors not exclusively for Licensee's benefit is prohibited. Licensee may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor Servers for the benefit of Licensee.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 **Term.** The term of this ELA and all licenses hereunder shall commence on the Effective Date and continue for three (3) years, unless this ELA is terminated earlier as provided herein. Licensee is only authorized to use Deployed Enterprise Products during the term of this ELA. No indefinite term or perpetual license grants are provided with this ELA.

3.2 **No Use upon Expiration or Termination.** All Deployed Enterprise Product licenses and all ELA Maintenance, Virtual Campus access, and User Conference Registrations terminate on expiration or termination of this ELA.

3.3 **Termination for a Material Breach.** Either party may terminate this ELA for a material breach by the other party. The breaching party shall be given a period of ten (10) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For government or government-owned entities only, either party may terminate this ELA for Lack of Funds. Lack of Funds is the inability of Licensee to secure appropriation of funds through the legislative or governing body's approval process for annual payments due.

4.0—ENTERPRISE PRODUCT UPDATES

4.1 Future Updates. Esri and its Authorized Distributor reserve the right to update the list of Enterprise Products in Table A by providing written notice to Licensee. Licensee may continue to use all Enterprise Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Enterprise Products are incorporated into the standard program, they will be offered to Licensee via written notice for incorporation into the Enterprise Products schedule at no additional charge. Licensee's use of new or updated Enterprise Products requires Licensee to adhere to applicable additional or revised terms and conditions of the License Agreement.

4.2 Product Life Cycle. During the term of this ELA, some Enterprise Products may be retired or may no longer be available for unlimited quantity Deployment. ELA Maintenance shall be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at http://support.esri.com/en/content/productlifecycles. Updates for Enterprise Products in the mature and retired phases may not be available; however, Licensee may continue to use Deployed Enterprise Products for the term of this ELA, but Licensee will not be able to Deploy retired Enterprise Products.

5.0—ELA MAINTENANCE

ELA Maintenance is included with the ELA Fee. ELA Maintenance includes standard maintenance benefits specified in either (i) the most current applicable Esri Standard Maintenance Program document (found at http://www.esri.com/legal) for USA-based Licensees or (ii) the applicable Authorized Distributor software maintenance policy as modified by this Article 5.0—ELA Maintenance. At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Enterprise Products will receive ELA Maintenance. Licensee may acquire maintenance for other Software (non-Enterprise Products) outside this ELA.

a. Tier 1 Support Provided by Licensee

1. Licensee shall provide Tier 1 Support through the Tier 1 Help Desk to all Licensee's authorized users.

2. The Tier 1 Help Desk will use analysts fully trained in the Software they are supporting.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. Tier 1 Support analysts will be the initial points of contact for all questions and Incidents. Tier 1 Support analysts shall obtain a full description of each reported Incident and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Incident. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Incidents.

5. If the Tier 1 Help Desk cannot resolve the Incident, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions to problems available to Licensee.

6. Tier 1 Help Desk individuals identified by Licensee are the only individuals authorized to contact Tier 2 Support. Licensee may revise named individuals by written notice.

b. Tier 2 Support Provided by Esri or Its Authorized Distributor

1. Tier 2 Support shall log the calls received from Tier 1 Help Desk individuals.

2. Tier 2 Support shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support shall attempt to resolve the Incidents submitted by Tier 1 Help Desk by assisting Tier 1 Help Desk individuals.

5. When the Incident is resolved, Tier 2 Support shall communicate the information to Tier 1 Help Desk individuals, and Tier 1 Help Desk shall disseminate the resolution to the user.

6.0—Endorsement and Publicity

This ELA shall not be construed or interpreted as an exclusive dealings agreement or Licensee's endorsement of Esri or its Authorized Distributor. Licensee agrees that Esri and its Authorized Distributor may publicize the existence of this ELA upon execution.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this ELA. Licensee shall not seek any discount from the OEM partner or Esri based on the availability of Enterprise Products under this ELA. Licensee shall not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration date of this ELA, Licensee shall provide a written report detailing all Deployments to either (a) Esri if Licensee is located in the USA or (b) Authorized Distributor if Licensee is located outside the USA. The report will be subject to audit.

7.3 **Renewal.** Any follow-on ELA will be offered in accordance with then-current ELA pricing and license terms and conditions.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Licensee shall issue an Ordering Document upon execution of this ELA and annually thereafter in accordance with the ELA Quotation. Payment shall be due and payable within thirty (30) calendar days of the anniversary date of the Effective Date, with the initial payment due within thirty (30) calendar days of execution of this ELA. Esri's Federal ID Number is 95-2775-732.

b. Upon receipt of the initial Ordering Document from Licensee, Esri shall authorize download of the Enterprise Products to Licensee for its Deployment activities. If requested, Esri will ship backup media to the ship-to address identified on the Order, FOB Destination, with shipping charges prepaid. For those entities that avoid sales tax by downloading deliverables, request for delivery or receipt of tangible media may cause license fees to be subject to taxes. Licensee acknowledges that should such taxes become due, Esri has a right to invoice and Licensee agrees to pay any such sales or use tax associated with its receipt of tangible media.

c. Esri shall provide Authorization Codes to activate the nondestructive copy protection program that enables the Enterprise Products to operate.

d. Licensee shall Deploy, install, configure, and track the Deployment status of the Enterprise Products.

8.2 Order Requirements

a. All orders pertaining to this ELA shall be processed through Licensee's centralized point of contact.

b. The following information shall be included in each Order (or Ordering Document):

   (1) Licensee name; Esri customer number, if known; and bill-to and ship-to addresses
   (2) Order number
   (3) Applicable annual payment due

9.0—Training

9.1 **Training Description.** Esri offers instructor-led training related to the use of its proprietary GIS software. Esri will provide to Licensee a fixed number of training days to use for Instructor-Led Training, as defined in this Small Enterprise Training Package, if purchased. Instructor-Led Training events occur at an Esri Learning Center or via the web in a cloud environment. The Esri software training course(s) to be conducted, location, schedule dates, and registration requirements are set forth in the *Esri Training* catalog located on Esri's Training website (http://training.esri.com). All courses are conducted in substantial conformity with course descriptions outlined on the Esri Training website. Esri reserves the right to modify course content when necessary due to software technical capabilities or limitations.

9.2 Unique Terms for the Small Enterprise Training Package

a. To order training, Licensee must include training in the Ordering Document for the ELA or provide an Ordering Document as required and specified within the ELA that matches the Esri quotation.
b. Where Licensee submits an additional Ordering Document to purchase training days for additional year(s), any unused training days will automatically roll over.
c. An Ordering Document is required annually for each three (3)-year term. Failure to submit an annual Ordering Document will result in the forfeit of unused training days.
d. Licensee must assign an individual within its organization to the role of Training Administrator to serve as liaison between Licensee's organization and Esri as well as internally manage and authorize allocated training days.
e. The training days are available for a period of twelve (12) months, commencing on the Effective Date, and ending when all training days are consumed, whichever is sooner.
f. Esri will invoice for outstanding training expenses where applicable.
g. Training days are not transferable and not refundable for any other Esri products or services.

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of ____

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

Originating Department: Technology & Support Svcs. By: Scott Nicewarner, Director

Account Number: 0107200-537702 Account / Project Name: ESRI Maintenance Renew

Budget Amount: $35,000.00 Account Balance: ________ Year: 14/15 CIP Control No. ________

Unbudgeted $: $0.00 Source of Funds: General Fund Expense Budget

Quantity	Description	Value
1	ESRI GIS Maintenance Agreement Renewal	$35,000.00

TOTAL VALUE OF PROJECT: $35,000.00

ABOVE TO BE USED FOR:

Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain our City GIS information.

Recommended Vendor:

Business Name: ESRI

Address: 380 New York Street

City, State: Redlands, CA 92373

Bid/Proposal/Quote No.:

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
THIS IS A SOLE SOURCE PROPOSAL		

(1) Department Manager

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY15 out of general operating expenses.

Signature / Date

(2) Purchasing Agent:

Recommend Approval

10.16.14

(Erica M. Forniker)

Signature / Date

(3) Finance Manager:

Recommend approval.

10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Bruce Zimmerman 10/16/14

Signature / Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Fire Hydrants - HD Supply Waterworks, LTD (Martinsburg, WV) $ 24,217.99

Mayor and City Council Action Required:
Water Consent Agenda HD Supply Waterworks Hydrant Inventory for 13 fire hydrants totaling $24,217.09.

Requested approval of the fire hydrant inventory purchase of 13 fire hydrants totaling $24,217.09

Discussion:
Re-stock hydrants to inventory to be used to replace the B-50 hydrants associated with the City/County/State road projects. Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Sole Source - Compatible Equipment (American Darling Hydrants)

Financial Impact:
52-130000 (MSWF) in the amount of $24,217.09

Recommendation:
Requested approval

Motion:
Consent Agenda

Action Dates:
October 28 Regular Session

ATTACHMENTS:

File Name	Description
Water_Consent_Agenda_HD_Supply_Waterworks_Hydrant_Inventory_102814.xls	Water Consent Agenda HD Supply Waterworks Hydrant Inventory 102814
Water_Division_Hydrant_Quote_HD_Supply_102814.pdf	Water Division Hydrant Quote HD Supply 102814
Consent_Form_-_Fire_Hydrants.pdf	Consent Forms - Fire Hydrants

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 10/28/2014

Approval For:
Consent Agenda: X
New Business:

Originating Department: Water Division **By:** Nancy Hausrath
Account Number: **Account/Project Name:** Water Fund Inventory
Budget Amount: **FY12** NA **Account Balance:** NA **Year:** FY15 **CIP Control No.:**
Account Balance: **Year:** **52-130000 (MSWF)**
Unbudgeted: **Source Of Funds:** Water Fund Inventory

Quantity (feet)	Description	Value
7	Fire Hydrants (4-foot Hagerstown Thread) - $1,806.13 each	$ 12,642.91
6	Fire Hydrants (5-foot Hagerstown Thread) - $1,929.23 each	$ 11,574.18
	Sole Source - Compatible Equipment (American Darling Hydrants)	
	TOTAL	$ 24,217.09

Above To Be Used For:
Re-stock hydrants to inventory to be used to replace the B-50 hydrants associated with the City/County/State road projects. Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Sole Source - Compatible Equipment (American Darling Hydrants)

Recommended Vendor:
Business Name: HD Supply Waterworks, LTD.
Address: PO Box 764
City, State: Martinsburg, WV 25402
Bid/Proposal/Quote No.: Sole Source - Compatible Equipment (American Darling Hydrants)

Other Vendors:

Firm	City, State	Amount
	Sole Source - Compatible Equipment (American Darling Hydrants)	

Comments

Department Manager (required on all unbudgeted items):
Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Re-stock hydrants to inventory to be used to replace the B-50 hydrants associated with the City/County/State road projects. Sole Source - Compatible Equipment (American Darling Hydrants)

Nancy Hausrath — October 13, 2014

Water Operations Manager

Purchasing Agent

Signature — Date

Finance Manager:

Signature — Date

City Administrator's Recommendation:

Signature — Date

Run Date 9/10/14 HD SUPPLY WATERWORKS, LTD. Entered by: 3JS

CITY OF HAGERSTOWN
1 E FRANKLIN ST STE 3
HAGERSTOWN MD 21740
Telephone: 301-790-3200
Fax: 301-739-7958

MARTINSBURG WV
PO Box 764
Martinsburg WV 25402
Telephone: 304-263-6986
Fax: 304-263-7009

Attention: NANCY

9/09/14 Bid ID: 3951956 HYDRANTS Page 1

Line	Quantity	Sell Per	Description	Net Price	Extended Price
10	7	EA	ACIPCO B84B 6 VO 4-0 HYD HAGER STOWN 6IN VALVE OPENING	1,806.13	12,642.91
20	6	EA	ACIPCO B84B 6 VO 5-0 HYD HAGER STOWN 6IN VALVE OPENING	1,929.03	11,574.18

Subtotal:	**24,217.09**
Tax:	**.00**
Bid Total:	**24,217.09**

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 10/28/2014

Approval For:
Consent Agenda: X
New Business:

Originating Department: Water Division **By:** Nancy Hausrath
Account Number: **Account/Project Name:** Water Fund Inventory
Budget Amount: FY12 NA **Account Balance:** NA **Year** FY15 **CIP Control No.:**
Account Balance: **Year** **52-130000 (MSWF)**
Unbudgeted: **Source Of Funds:** Water Fund Inventory

Quantity (feet)	Description	Value
7	Fire Hydrants (4-foot Hagerstown Thread) - $1,806.13 each	$ 12,642.91
6	Fire Hydrants (5-foot Hagerstown Thread) - $1,929.23 each	$ 11,574.18
	Sole Source - Compatible Equipment (American Darling Hydrants)	
	TOTAL	$ 24,217.09

Above To Be Used For:
Re-stock hydrants to inventory to be used to replace the B-50 hydrants associated with the City/County/State road projects. Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Sole Source - Compatible Equipment (American Darling Hydrants)

Recommended Vendor:
Business Name: HD Supply Waterworks, LTD.
Address: PO Box 764
City, State: Martinsburg, WV 25402
Bid/Proposal/Quote No.: Sole Source - Compatible Equipment (American Darling Hydrants)

Other Vendors:

Firm	City, State	Amount
	Sole Source - Compatible Equipment (American Darling Hydrants)	

Comments

Department Manager (required on all unbudgeted items):

Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Re-stock hydrants to inventory to be used to replace the B-50 hydrants associated with the City/County/State road projects. Sole Source - Compatible Equipment (American Darling Hydrants)

Nancy Hausrath — October 13, 2014

Water Operations Manager

Purchasing Agent

Recommend Approval

(Erica M Padilla) — 10.16.14

Signature — Date

Finance Manager:

Recommend approval.

Michelle Hepler — 10/16/14

Signature — Date

City Administrator's Recommendation:

Recommend approval

10/16/14

Signature — Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Discharge Assemblies - Fluid Solutions, Inc. (Westminster, MD) $ 12,000.00

Mayor and City Council Action Required:
Requested approval of the purchase of 17 Grinder Pump Discharge Assemblies for $12,000.

Discussion:
WW Consent Agenda for 17 Grinder Pump Discharge Assemblies for $12,000.
17 Stainless Steel Discharge Assemblies used in Low Pressure System canisters (Brightwood Acres East, Woodlands Run North, and Fairmeadows Blvd). Replacing old copper assemblies that have pin holes and corroded fittings. (Sole Source purchase for compatible/proprietary equipment)

Financial Impact:
Acct. # 54-5485001-5881 has $93,100 remaining in FY 15

Recommendation:
Requested approval

Motion:
Consent Agenda

Action Dates:
October 28 Regular Session

ATTACHMENTS:

File Name	Description
WW_Consent_Agenda_for_Grinder_Pump_Discharge_assemblies_102814.xls	WW Consent Agenda for Grinder Pump Discharge assemblies 102814
WW_Fluid_Solutions_Quote_102814.pdf	WW Fluid Solutions Quote 102814
Consent_Form_-_Discharge_Assemblies.pdf	Completed Consent Form - Discharge Assemblies

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 10/28/2014

Approval For:
Consent Agenda: X
New Business:

Originating Department: Wastewater Department **By:** Joseph W Moss
Account Number: 54-5485001-5881 **Account/Project Name:** C0767 Grinder Pump Replacemen
Account Number: **Account/Project Name:**
Budget Amount: FY15 $ 162,000 **Account Balance:** $ 93,100 **Year:** FY15 **CIP Control No.:**
FY15 **Account Balance:** **Year:** **CIP Control No.:**
Unbudgeted: **Source Of Funds:**

Quantity	Description	Value
17	Duplex stainlesss steel discharge assemblies	
1	Simplex stainless steel discharge assembly	
	TOTAL :	

Above To Be Used For:
Stainless Steel Discharge Assemblies used in Low Pressure System canisters (Brightwood Acres East, Woodlands Run North, and Fairmeadows Blvd old copper assemblies that have pin holes and corroded fittings. (Sole Source purchase for compatible/proprietary equipment)

Recommended Vendor:
Business Name: Fluid Solutions, Inc.
Address: 1843 Old Taneytown Road
City, State: Westminster, Maryland 21787
Bid/Proposal/Quote No.: 140925MQ1

Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

Firm	City, State	Amount
	(Sole Source purchase for compatible/proprietary equipment)	

Comments

Department Manager (required on all unbudgeted items):
Stainless Steel Discharge Assemblies used in Low Pressure System canisters (Brightwood Acres East, Woodlands Run North, and Fairmeadows Blvd
old copper assemblies that have pin holes and corroded fittings.(Sole Source purchase for compatible/proprietary equipment)

Joseph W Mason

September 29

Wastewater Operations Manager — Date

Finance Department:

Signature — Date

Finance Manager:

Signature — Date

City Administrator's Recommendation:

Signature — Date

t Program
C0767
lump sum
lump sum
$12,000.00
). Replacing

). Replacing

, 2014

Fluid Solutions, Inc. / QUOTATION

1843 Old Taneytown Road, Westminster, Maryland 21787
(443)-250-7555
FAX (410) 857-8337

To: City of Hagerstown
Attn: George Fischer

Date: September 25, 2014

Quote No: 140925MQ1
Reference: GP valve assemblies
Terms: net 30 w/ approved credit
Delivery: Will advise

By: Mark P. Near
Page: 1
F.O.B. Ship point, FFA
Valid 30 days

Here is our quotation on the goods named, subject to the terms and conditions noted:
CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by Fluid Solutions Inc. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control. Prices are based on cost and conditions existing on date of quotation and are subject to change by Fluid Solutions Inc. before final acceptance. Typographical errors are subject to correction. Purchaser assumes liability for patent and copyright infringement when goods are made to purchaser's specifications. Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on Fluid Solutions Inc. Taxes are not included, Pricing does not reflect retainage. FSI reserves the right to adjust pricing if retainage is required. Should payment terms not be met, FSI reserves the right to collect interest and any other costs incurred to collect final payment amount, including, but not limited to, attorney, arbitration or court fees.

(17) Seventeen duplex SS discharge assemblies
<u>(1) One simplex SS discharge assembly</u>

Lump sum: $12,000.00

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 10/28/2014

Approval For:
Consent Agenda: X
New Business:

Originating Department: Wastewater Department **By:** Joseph W Moss
Account Number: 54-5485001-5881 **Account/Project Name:** C0767 Grinder Pump Replacement Program
Account Number: **Account/Project Name:**
Budget Amount: FY15 $ 162,000 **Account Balance:** $ 93,100 **Year** FY15 **CIP Control No.:** C0767
FY15 **Account Balance:** **Year** **CIP Control No.:**
Unbudgeted: **Source Of Funds:**

Quantity	Description	Value
17	Duplex stainlesss steel discharge assemblies	lump sum
1	Simplex stainless steel discharge assembly	lump sum
	TOTAL :	$12,000.00

Above To Be Used For:
Stainless Steel Discharge Assemblies used in Low Pressure System canisters (Brightwood Acres East, Woodlands Run North, and Fairmeadows Blvd). Replacing old copper assemblies that have pin holes and corroded fittings. (Sole Source purchase for compatible/proprietary equipment)

Recommended Vendor:
Business Name: Fluid Solutions, Inc.
Address: 1843 Old Taneytown Road
City, State: Westminster, Maryland 21787
Bid/Proposal/Quote No.: 140925MQ1

Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

Firm	City, State	Amount
	(Sole Source purchase for compatible/proprietary equipment)	

Comments

Department Manager (required on all unbudgeted items):

Stainless Steel Discharge Assemblies used in Low Pressure System canisters (Brightwood Acres East, Woodlands Run North, and Fairmeadows Blvd). Replacing old copper assemblies that have pin holes and corroded fittings.(Sole Source purchase for compatible/proprietary equipment)

Joseph W McLaren — Wastewater Operations Manager

September 29, 2014 — Date

Finance Department:

Recommend Approval

(Erica Mrpovika) — Signature

10.16.14 — Date

Finance Manager:

Recommend approval

Michelle Lepler — Signature

10/16/14 — Date

City Administrator's Recommendation:

Recommend Approval

Bruce Zimmerman — Signature

10/16/14 — Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Ordinance: Amending the City Code, Chapter 79, Curfew for Juveniles

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Residential Lease Agreement for 120 Key Street (Hager House)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
🗋	Resolution_-_Residential_Lease_Agreement_for_120_Key_Circle_(Hager_House).pdf	Resolution and Motion
🗋	Residential_Lease_-_Upstairs_Apartment_at_the_Hager_House_Museum.pdf	Memo - Residential Lease - Upstairs Apartment at the Hager House Museum

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: **Execution of residential lease agreement for 120 Key Street**

Charter Amendment ☐
Code Amendment ☐
Ordinance ☐
Resolution ■
Other ☐

MOTION: I hereby move that the Mayor and City Council adopt the attached resolution authorizing the execution of a lease agreement between the City of Hagerstown and Emily Nicole Conrad for the 2nd floor apartment in the Hager House Museum residence at 120 Key Street. Lease shall be in effect from December 1, 2014 to June 30, 2015.

DATE OF INTRODUCTION: 10/28/2014
DATE OF PASSAGE: 10/28/2014
EFFECTIVE DATE: 10/28/2014

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE BETWEEN THE CITY OF HAGERSTOWN AND EMILY NICOLE CONRAD FOR THE RESIDENCE LOCATED AT 120 KEY STREET

RECITALS

WHEREAS, The City of Hagerstown, Maryland owns and operates numerous park and recreational facilities throughout the corporate limits of the City; and

WHEREAS, several of the park and recreational facilities include upon or adjacent to their premises, residential dwellings which are owned by the City; and

WHEREAS, the City has traditionally leased said premises to residential tenants; and

WHEREAS, the City-owned residence located in City Park adjacent to the Hager House and known as 120 Key Street is currently unoccupied; and

WHEREAS, Emily Nicole Conrad desires to enter into a residential lease with the City of Hagerstown for the aforesaid premises for a seven (7) month term; and

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

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

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

2. That the Council hereby authorizes the lease of the residence located at City Park and known as 120 Key Street to Emily Nicole Conrad.

3. That the Mayor be and is hereby authorized to execute and deliver the Residential Lease for said premises, a copy of which is attached hereto and incorporated herein by reference.

4. That the Mayor be and is hereby authorized to execute any further documents and take any additional action necessary to effectuate the purpose to this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

____
Donna Spickler, City Clerk

By:______________________________
David S. Gysberts, Mayor

Date of Introduction:	October 28, 2014
Date of Passage:	October 28, 2014
Effective Date:	October 28, 2014

PREPARED BY:
NAIRN & BOYER, LLC, City Attorneys

CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 16, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Rodney Tissue, City Engineer

RE: Residential Lease
Upstairs Apartment
Hager House Museum

For some time, staff has discussed renting the upstairs of the museum building behind the Hager House. Decades ago, this small apartment was rented but was used as an office until 2010 when the full-time staff position was eliminated. We suggest renting the space as an apartment again to provide round-the-clock presence at the site.

Emily Conrad, a part-time employee in the Recreation Division has expressed interest in this apartment and attached is a lease for her to occupy the space from December 1, 2014 to June 30, 2015. The proposal is for $200/month rent for this small 560 square foot apartment plus an additional $100/month to cover her share of the utilities. It is not financially feasible to sub-meter this apartment from the master electric and water meter, so we recommend the flat fee be charged.

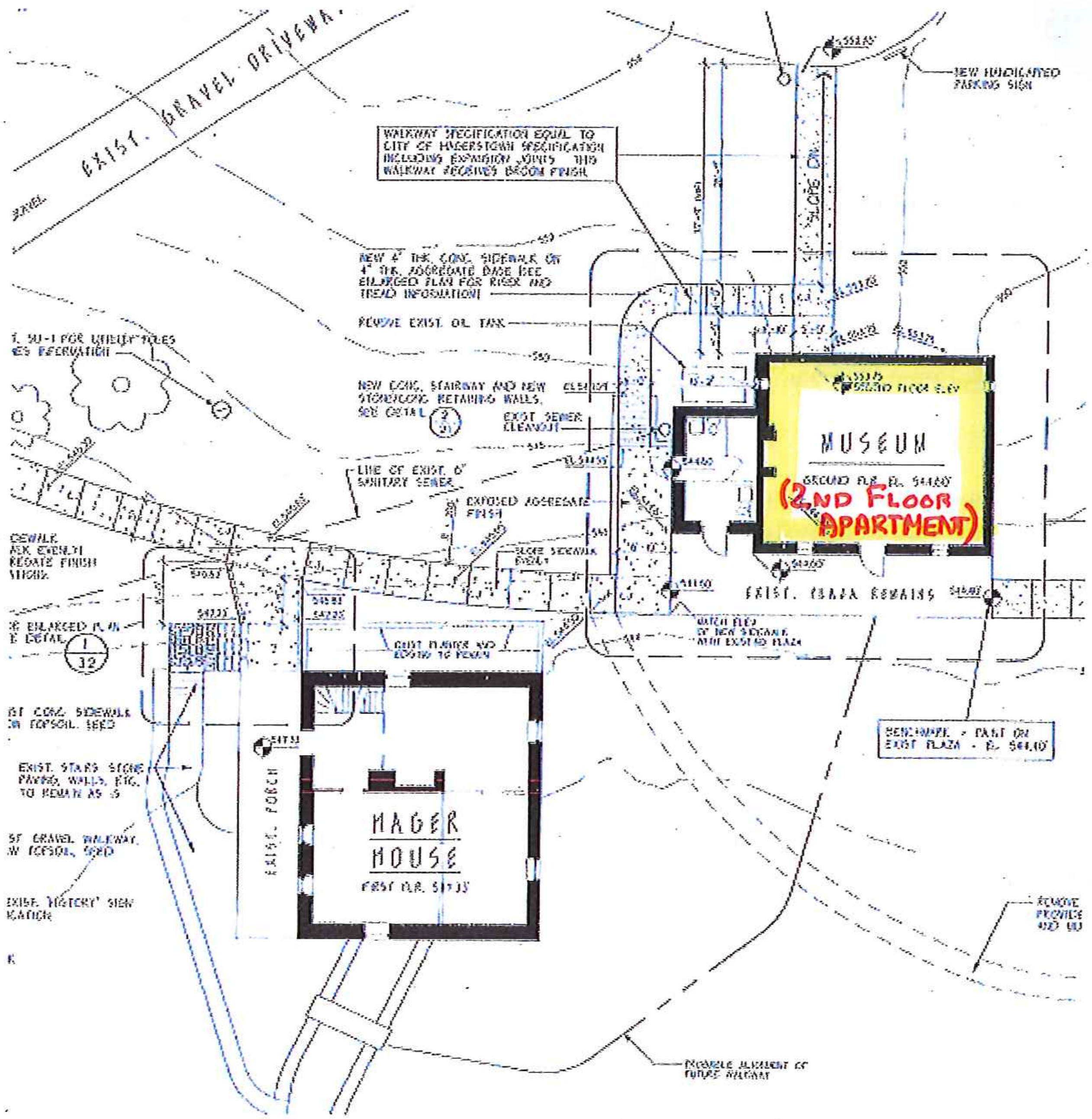
Mark Boyer, the City Attorney, has prepared the attached lease and the resolution for Mayor & Council approval at the October 28th Regular Session

Staff will be present at the next workshop to discuss.

Attachment: Lease
c: Junior Mason
Amy Riley
Emily Conrad

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



SITE PLAN - HAGER HOUSE & MUSEUM

SCALE: 1" = 10'-0"

RESIDENTIAL LEASE

THIS LEASE made on this ____ day of _________, 2014 by and between the City of Hagerstown, a Maryland Municipal Corporation, Landlord, and Emily Nicole Conrad, Tenant.

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as **120 Key Street, Hagerstown, Washington County, Maryland**, a part of the grounds of the Hager House in City Park, a public park, for a term of seven (7) months beginning on the 1st day of December, 2014, and ending on the 30th day of June, 2015, at a total rent of Two Thousand One Hundred and 00/100 Dollars ($2,100.00) payable in monthly installments of Three Hundred and 00/100 Dollars ($300.00) per month in advance on the first day of each and every month of said term, without deduction or demand at the billing office of the Landlord at 1 E. Franklin Street, Hagerstown, MD. Thereafter, Tenant shall be considered a month to month periodic tenant.

SERVICE CHARGES. Landlord shall have the right to require rent payments to be made in cash, money order, Cashier's Check and/or certified check. A service charge of $35.00 will automatically be imposed for each instance in which a check is returned unpaid by the Tenant's bank for any reason. A late Charge of five percent (5%) of the amount of rent due for the monthly rental period shall be assessed for any payment delinquent five (5) days after the due date. Any service charges or fees shall be considered additional rent.

THE PARTIES HERETO DO HEREBY AGREE AND COVENANT AS FOLLOWS:

ACCEPTANCE OF PROPERTY. The Tenant acknowledges that he/she has examined the leased premises and his/her acceptance of this Agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees no representations as to the condition of the premises have been made and that no agreement has been made to decorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, and in complete compliance with all applicable laws.

Tenant acknowledges that said premises is a publicly owned building located in or about the grounds of City Park, a public park.

SUBLET/ ASSIGNMENT. Tenant shall not assign this Lease or sublet the premises, or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without prior written consent of the Landlord. Landlord shall have the absolute right in its sole discretion to withhold such consent. In the event the Landlord shall agree to any assignment or sublease, Tenant will not be released from his primary obligation hereunder.

PETS. Tenant may keep one (1) dog which weighs 40 lbs. or less, and one (1) cat on the premises.

OCCUPANTS. Except for an occasional overnight guest, the only persons permitted to reside at the premises are the persons signing this lease and the individuals identified in the attached Rental Application. Under no circumstances shall more than two (2) persons reside at the leased premises.

USE AND OCCUPANCY. Tenant shall personally use and occupy the leased premises solely as a private dwelling for himself and the individuals identified in the attached Rental Application. Said leased premises may not be used for any trade, business, mercantile, or professional purposes without the express prior written consent of Landlord. Said leased premises may not be used for any teaching or instructional purposes nor for purposes which will increase the rate of insurance thereon, nor shall there be kept on or used in or around said leased premises or in or on any place contiguous thereto any flammable substances or explosives. Any such violation shall constitute an event of default hereunder.

Tenant, any members of the Tenant's household or a guest or other persons affiliated with the Tenant:

1. Shall not engage in criminal activity, including drug-related activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance.

2. Shall not engage in any act intended to facilitate criminal activity and shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in the activity is a member of the household, or a guest.

3. Shall not engage in any illegal activity, including, but not limited to assault and reckless endangerment, disturbing the peace and disorderly conduct, prostitution, and weapons violations, as defined in the Maryland Code.

4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARRABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

NUISANCE. The Tenant will not cause or permit, at any time, any unlawful use of the leased premises, or any loud, boisterous or other noise or conduct as will disturb users of the grounds which the premises are a part or the public in general; or use any musical instruments or other sound apparatus capable of being heard outside of the leased premises. Any such conduct shall constitute an event of default hereunder.

PEACE & COMFORT. That in order to protect the peace and comfort of all residents and to protect the general buildings and grounds, it is agreed by the Tenant that the failure of parents, the members of the family, the residents, servants, agents and social guests of the Tenant to maintain such control over the adverse actions of their children or other persons will constitute an event of default hereunder on the part of the Tenant.

POSSESSION. If, on the date of this Lease, another person is occupying the premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth of a monthly installment for each day that possession is postponed. If possession is postponed hereunder, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind this Lease.

SECURITY DEPOSIT. It is further understood and agreed that Tenant will deposit with Landlord the sum of $200.00 as a security deposit, receipt of which is hereby acknowledged. Said security deposit shall be deposited in an exclusive account in a banking or savings institution in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland. Within 45 days after the end of tenancy, Landlord shall return the security deposit to Tenant together with simple interest which shall have accrued in the minimum amount required by law per annum, less any damages rightfully withheld. Interest shall accrue at six month intervals from the day the Tenant give Landlord the security deposit. Interest shall not compound. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Fire or other casualty not occurring through the actions, or negligence of the Tenant excepted. The Security Deposit amount may not be deducted from Tenant's final rent payment. Upon written request for the Tenant within fifteen (15) days of occupancy, Landlord will provide a written list of damages existing on the leased premises at the time of occupancy. The Tenant shall, if he disagrees with the report, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives the report. Written receipts will be provided for all cash or money orders paid by the Tenant to the Landlord for rent, deposit, security, or otherwise; however, to protect Landlord from potential criminal injury, it is the intent of this Lease Agreement that all monetary transactions shall be made by check or money order.

The Tenant has the right to be present when the Landlord inspects the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving, and his new address. The notice to be furnished by the Tenant to the Landlord shall be mailed at least 15 days prior to the date of moving. However, nothing herein contained shall waive the thirty (30) day requirement of a written notice of "intent to vacate." Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five (5) days after the date of moving as designated in the Tenant's notice.

A detailed statement of any damages for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear together with the cost actually incurred or to be incurred shall be mailed by first class mail directed to the last known address of the Lessee within forty-five (45) days after the lease is terminated. Failure of Landlord to comply with the law regarding security deposits may result in Landlord being liable to Tenant for a penalty up to three times the security deposit withheld, plus reasonable attorney's fees.

ALTERATIONS. Tenant will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or cooking units, radio or television antennae or satellite dish; will not drive nails or picture hangers into the walls or woodwork (a reasonable number of picture hangers excepted); will not change the existing locks of the premises; all without the prior written permission of the Landlord.

MAINTENANCE. Tenant shall keep in a state of repair, maintenance and cleanliness all parts of the demised premises, including equipment therein, and shall promptly report any defects to the Landlord. Tenant shall take good care of the premises and permit, commit or suffer no waste thereon. All garbage and trash removal is the responsibility of the Tenant and all garbage and trash shall be placed in a suitable covered container. No repairs shall be ordered by the Tenant without prior approval by the Landlord.

Tenant hereby expressly acknowledges that he will comply with all obligations imposed upon him by this Lease Agreement and by all applicable provisions of all Federal, State, and Local statutes, codes, regulations, and ordinances and in particular; Tenant shall:

a. Keep that part of the premises which he/she occupies and uses clean and sanitary.

b. Dispose from his dwelling unit all rubbish, garbage and other organic and flammable waste, in a clean, sanitary, and legal manner.

c. Keep all plumbing fixtures as clean and sanitary as their condition permits.

d. Properly use and operate all electrical and plumbing fixtures.

e. Prevent any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor himself do any such thing.

f. Refrain from interfering with the rights of other users or the public to peacefully enjoy the use and occupancy of the grounds of which the premises form a part.

g. Refrain from using any type of auxiliary heating device or system.

h. -OMITTED-

i Promptly notify Landlord of the need for repairs to the portions of the leased premises Landlord has agreed to maintain.

j Keep the sidewalks, porches, and steps free and clear of snow, ice and weeds.

UTILITIES. Landlord shall be responsible for the following utilities that serve the rental Premises: water, sewer, trash removal and electric. Any additional utility or service, including cable, telephone and any other utility shall be the responsibility of the Tenant.

SURRENDER. Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at the time of vacating the premises, clean said premises including stove and refrigerator, and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action same shall be taken by the Landlord at the Tenant's expense. Upon vacating the premises, Tenant shall deliver all keys thereof to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Tenant shall make all repairs to walls, ceilings, paint, plastering, plumbing, heating system, cooling system, and electrical circuits or fixtures when such repairs shall have necessitated by the misuse or neglect of Tenant, his family, the residents, agents, employees, or social guests. Upon termination of this lease and surrender of the premises, Tenant agrees to reasonably return the leased premises to its original condition, normal wear and tear excepted, Tenant shall clean the premises, the cooking range, and the refrigerator; Tenant shall remove all trash, garbage, or debris from the leased premises prior to surrender thereof. Charges will be made by the Landlord for noncompliance of the above.

INSPECTION. Landlord may enter the premises at all reasonable hours to examine the same, to make necessary repairs and to protect any property from damage. During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord may enter the premises at reasonable times, to exhibit the same, and may place a "for rent" or "for sale" sign thereon.

LIABILITY. Tenant agrees to indemnify, exonerate and save the Landlord harmless from any and all suits or claims for loss, expenses, damages or injury to persons or property sustained upon the premises, arising out of the Tenant's negligence or Tenant's use of the premises.

INSURANCE. Landlord maintains fire and hazard insurance over the premises. Tenant will do nothing and permit nothing to be done on the premises which will contravene any fire or hazard insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire or hazard insurance policy, Tenant shall pay such increase. All personal property placed in the leased premises by Tenant shall be at the sole risk of the Tenant and Landlord shall in no event be liable for any loss or damage thereto. Tenant is urged to obtain renter's or personal property insurance.

DEFAULT. If the premises are abandoned or become vacant during the term, the Landlord may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in whole or in part as the agent of the Tenant who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Landlord may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Landlord may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder and if such default shall not be cured by the Tenant within fifteen (15) days after receipt by the Tenant of written notice from the Landlord of such default, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Tenant to be performed, then the relation of Landlord and Tenant, at the option of the Landlord, shall wholly cease and determine and, in addition to any other remedies, the Landlord may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Tenant's property therein; and the Tenant, in any such event, expressly waives the service of any notice to Quit or Demand for Possession, but the Tenant shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement. Tenant recognizes that the premises is a publicly owned residence located in a public park and expressly acknowledges Landlord's right to terminate this relationship and take immediate possession of the premises for any event of default which effects the public use of said park or negatively reflects upon the Landlord.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in execution of any of Tenant's chattels located on the premises or Tenant's interest in the premises created by this Agreement, or if Tenant shall petition or have a petition filed against him to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Tenant's business or property, or if Tenant shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Tenant or any arrangement with Tenant's creditors shall be approved by a court under this Agreement would otherwise pass to another by operation of law, or if Tenant, without Landlord's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part of the materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Tenant shall be deemed to have committed a material breach of this Agreement and the Landlord, may at its option, forthwith by written notice re-enter the premises, and re-rent the premises as the agent for the Tenant. Notwithstanding any such action(s) by Landlord, Tenant shall in all events remain liable for any unpaid rental for the full term of this Lease.

Tenant hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered from rent due under this Agreement.

If the Tenant causes the early termination of this Lease by reason of abandonment, default, failure to pay rent, or violation of any other provision hereof, Tenant shall be liable to Landlord for the costs of any inspections, lead paint testing, fees or other charges incurred by Landlord to relet the Premises, if such charges would not ordinarily be incurred during the term of this Lease if no default had occurred.

Landlord shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

WITNESSETH our hands and seals the first day above written.

ATTEST:

LANDLORD:
CITY OF HAGERSTOWN

____
Donna Spickler, City Clerk

By:______________________________
David S. Gysberts, Mayor

WITNESS:

TENANT:

____

____
Emily Nicole Conrad

CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 16, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Rodney Tissue, City Engineer RGT

RE: Residential Lease
Upstairs Apartment
Hager House Museum

==

For some time, staff has discussed renting the upstairs of the museum building behind the Hager House. Decades ago, this small apartment was rented but was used as an office until 2010 when the full-time staff position was eliminated. We suggest renting the space as an apartment again to provide round-the-clock presence at the site.

Emily Conrad, a part-time employee in the Recreation Division has expressed interest in this apartment and attached is a lease for her to occupy the space from December 1, 2014 to June 30, 2015. The proposal is for $200/month rent for this small 560 square foot apartment plus an additional $100/month to cover her share of the utilities. It is not financially feasible to sub-meter this apartment from the master electric and water meter, so we recommend the flat fee be charged.

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Staff will be present at the next workshop to discuss.

Attachment: Lease
c: Junior Mason
Amy Riley
Emily Conrad

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
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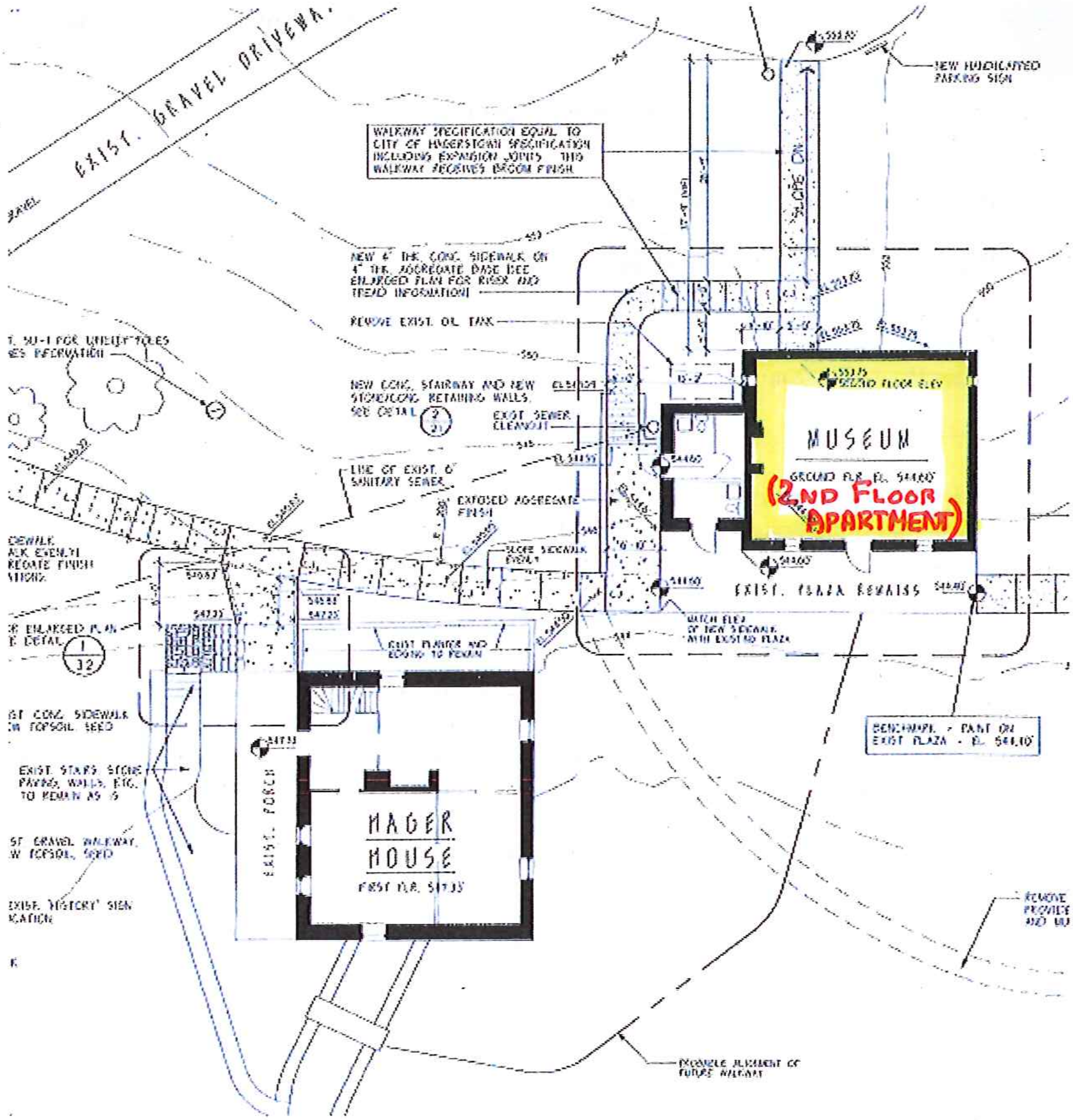

SITE PLAN · HAGER HOUSE & MUSEUM

SCALE: 1" = 10'-0"

RESIDENTIAL LEASE

THIS LEASE made on this ____ day of _________, 2014 by and between the City of Hagerstown, a Maryland Municipal Corporation, Landlord, and Emily Nicole Conrad, Tenant.

WITNESSETH, that the Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, premises known as **120 Key Street, Hagerstown, Washington County, Maryland**, a part of the grounds of the Hager House in City Park, a public park, for a term of seven (7) months beginning on the 1st day of December, 2014, and ending on the 30th day of June, 2015, at a total rent of Two Thousand One Hundred and 00/100 Dollars ($2,100.00) payable in monthly installments of Three Hundred and 00/100 Dollars ($300.00) per month in advance on the first day of each and every month of said term, without deduction or demand at the billing office of the Landlord at 1 E. Franklin Street, Hagerstown, MD. Thereafter, Tenant shall be considered a month to month periodic tenant.

SERVICE CHARGES. Landlord shall have the right to require rent payments to be made in cash, money order, Cashier's Check and/or certified check. A service charge of $35.00 will automatically be imposed for each instance in which a check is returned unpaid by the Tenant's bank for any reason. A late Charge of five percent (5%) of the amount of rent due for the monthly rental period shall be assessed for any payment delinquent five (5) days after the due date. Any service charges or fees shall be considered additional rent.

THE PARTIES HERETO DO HEREBY AGREE AND COVENANT AS FOLLOWS:

ACCEPTANCE OF PROPERTY. The Tenant acknowledges that he/she has examined the leased premises and his/her acceptance of this Agreement is conclusive evidence that said premises are in good and satisfactory order and repair unless otherwise specified herein; and the Tenant agrees no representations as to the condition of the premises have been made and that no agreement has been made to decorate, repair or improve the premises unless hereinafter set forth specifically in writing. The Landlord will deliver the leased premises and all common areas in a clean, safe and sanitary condition, and in complete compliance with all applicable laws.

Tenant acknowledges that said premises is a publicly owned building located in or about the grounds of City Park, a public park.

SUBLET/ ASSIGNMENT. Tenant shall not assign this Lease or sublet the premises, or any portion thereof, or transfer possession or occupancy thereof to any other person or persons without prior written consent of the Landlord. Landlord shall have the absolute right in its sole discretion to withhold such consent. In the event the Landlord shall agree to any assignment or sublease, Tenant will not be released from his primary obligation hereunder.

PETS. Tenant may keep one (1) dog which weighs 40 lbs. or less, and one (1) cat on the premises.

OCCUPANTS. Except for an occasional overnight guest, the only persons permitted to reside at the premises are the persons signing this lease and the individuals identified in the attached Rental Application. Under no circumstances shall more than two (2) persons reside at the leased premises.

USE AND OCCUPANCY. Tenant shall personally use and occupy the leased premises solely as a private dwelling for himself and the individuals identified in the attached Rental Application. Said leased premises may not be used for any trade, business, mercantile, or professional purposes without the express prior written consent of Landlord. Said leased premises may not be used for any teaching or instructional purposes nor for purposes which will increase the rate of insurance thereon, nor shall there be kept on or used in or around said leased premises or in or on any place contiguous thereto any flammable substances or explosives. Any such violation shall constitute an event of default hereunder.

Tenant, any members of the Tenant's household or a guest or other persons affiliated with the Tenant:

1. Shall not engage in criminal activity, including drug-related activity, on or near the said premises. "Drug related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of an illegal or controlled substance.

2. Shall not engage in any act intended to facilitate criminal activity and shall not permit the dwelling unit to be used for, or to facilitate criminal activity, regardless of whether the individual engaging in the activity is a member of the household, or a guest.

3. Shall not engage in any illegal activity, including, but not limited to assault and reckless endangerment, disturbing the peace and disorderly conduct, prostitution, and weapons violations, as defined in the Maryland Code.

4. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARRABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.

NUISANCE. The Tenant will not cause or permit, at any time, any unlawful use of the leased premises, or any loud, boisterous or other noise or conduct as will disturb users of the grounds which the premises are a part or the public in general; or use any musical instruments or other sound apparatus capable of being heard outside of the leased premises. Any such conduct shall constitute an event of default hereunder.

PEACE & COMFORT. That in order to protect the peace and comfort of all residents and to protect the general buildings and grounds, it is agreed by the Tenant that the failure of parents, the members of the family, the residents, servants, agents and social guests of the Tenant to maintain such control over the adverse actions of their children or other persons will constitute an event of default hereunder on the part of the Tenant.

POSSESSION. If, on the date of this Lease, another person is occupying the premises and the Landlord is unable to deliver possession on or before the commencement of the term of this Lease, Tenant's right of possession hereunder shall be postponed until said premises are vacated by such other person, and rent due hereunder shall be abated at the rate of one-thirtieth of a monthly installment for each day that possession is postponed. If possession is postponed hereunder, the Tenant, on written notice to the Landlord before possession is delivered, may terminate, cancel and rescind this Lease.

SECURITY DEPOSIT. It is further understood and agreed that Tenant will deposit with Landlord the sum of $200.00 as a security deposit, receipt of which is hereby acknowledged. Said security deposit shall be deposited in an exclusive account in a banking or savings institution in accordance with the provisions of the Real Property Article of the Annotated Code of Maryland. Within 45 days after the end of tenancy, Landlord shall return the security deposit to Tenant together with simple interest which shall have accrued in the minimum amount required by law per annum, less any damages rightfully withheld. Interest shall accrue at six month intervals from the day the Tenant give Landlord the security deposit. Interest shall not compound. The security deposit, or any portion thereof, may be withheld for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear. Fire or other casualty not occurring through the actions, or negligence of the Tenant excepted. The Security Deposit amount may not be deducted from Tenant's final rent payment. Upon written request for the Tenant within fifteen (15) days of occupancy, Landlord will provide a written list of damages existing on the leased premises at the time of occupancy. The Tenant shall, if he disagrees with the report, serve on the Landlord a statement of his own, setting forth any variations within five (5) days after he receives the report. Written receipts will be provided for all cash or money orders paid by the Tenant to the Landlord for rent, deposit, security, or otherwise; however, to protect Landlord from potential criminal injury, it is the intent of this Lease Agreement that all monetary transactions shall be made by check or money order.

The Tenant has the right to be present when the Landlord inspects the premises in order to determine if any damage was done to the premises, if the Tenant notifies the Landlord by certified mail of his intention to move, the date of moving, and his new address. The notice to be furnished by the Tenant to the Landlord shall be mailed at least 15 days prior to the date of moving. However, nothing herein contained shall waive the thirty (30) day requirement of a written notice of "intent to vacate." Upon receipt of the notice, the Landlord shall notify the Tenant by certified mail of the time and date when the premises are to be inspected. The date of inspection shall occur within five (5) days after the date of moving as designated in the Tenant's notice.

A detailed statement of any damages for unpaid rent, damage due to breach of lease, or for damage to the leased premises by the Tenant, his family, agents, employees, or social guests in excess of ordinary wear and tear together with the cost actually incurred or to be incurred shall be mailed by first class mail directed to the last known address of the Lessee within forty-five (45) days after the lease is terminated. Failure of Landlord to comply with the law regarding security deposits may result in Landlord being liable to Tenant for a penalty up to three times the security deposit withheld, plus reasonable attorney's fees.

ALTERATIONS. Tenant will not remodel or make any structural changes, alterations or additions to the premises; will not paper, paint or decorate; will not install, attach, remove or exchange appliances or cooking units, radio or television antennae or satellite dish; will not drive nails or picture hangers into the walls or woodwork (a reasonable number of picture hangers excepted); will not change the existing locks of the premises; all without the prior written permission of the Landlord.

MAINTENANCE. Tenant shall keep in a state of repair, maintenance and cleanliness all parts of the demised premises, including equipment therein, and shall promptly report any defects to the Landlord. Tenant shall take good care of the premises and permit, commit or suffer no waste thereon. All garbage and trash removal is the responsibility of the Tenant and all garbage and trash shall be placed in a suitable covered container. No repairs shall be ordered by the Tenant without prior approval by the Landlord.

Tenant hereby expressly acknowledges that he will comply with all obligations imposed upon him by this Lease Agreement and by all applicable provisions of all Federal, State, and Local statutes, codes, regulations, and ordinances and in particular; Tenant shall:

a. Keep that part of the premises which he/she occupies and uses clean and sanitary.

b. Dispose from his dwelling unit all rubbish, garbage and other organic and flammable waste, in a clean, sanitary, and legal manner.

c. Keep all plumbing fixtures as clean and sanitary as their condition permits.

d. Properly use and operate all electrical and plumbing fixtures.

e. Prevent any person on the premises with his permission to willfully or wantonly destroy, deface, damage, impair, or remove any part of the structure or dwelling unit or the facilities, equipment or appurtenances thereto, nor himself do any such thing.

f. Refrain from interfering with the rights of other users or the public to peacefully enjoy the use and occupancy of the grounds of which the premises form a part.

g. Refrain from using any type of auxiliary heating device or system.

h. -OMITTED-

i Promptly notify Landlord of the need for repairs to the portions of the leased premises Landlord has agreed to maintain.

j Keep the sidewalks, porches, and steps free and clear of snow, ice and weeds.

UTILITIES. Landlord shall be responsible for the following utilities that serve the rental Premises: water, sewer, trash removal and electric. Any additional utility or service, including cable, telephone and any other utility shall be the responsibility of the Tenant.

SURRENDER. Tenant will, upon termination of this Lease, surrender the premises and all fixtures and equipment of Landlord therein in good, clean and operating condition, ordinary wear and tear excepted. Tenant shall, at the time of vacating the premises, clean said premises including stove and refrigerator, and remove trash from the premises. If such cleaning and removal of trash is not accomplished by the Tenant, action same shall be taken by the Landlord at the Tenant's expense. Upon vacating the premises, Tenant shall deliver all keys thereof to the Landlord within twenty-four (24) hours after vacating. Failure to comply will be cause to charge Tenant for changing locks.

Tenant shall make all repairs to walls, ceilings, paint, plastering, plumbing, heating system, cooling system, and electrical circuits or fixtures when such repairs shall have necessitated by the misuse or neglect of Tenant, his family, the residents, agents, employees, or social guests. Upon termination of this lease and surrender of the premises, Tenant agrees to reasonably return the leased premises to its original condition, normal wear and tear excepted, Tenant shall clean the premises, the cooking range, and the refrigerator; Tenant shall remove all trash, garbage, or debris from the leased premises prior to surrender thereof. Charges will be made by the Landlord for noncompliance of the above.

INSPECTION. Landlord may enter the premises at all reasonable hours to examine the same, to make necessary repairs and to protect any property from damage. During the last sixty (60) days of the term of this Lease or any extension thereof, Landlord may enter the premises at reasonable times, to exhibit the same, and may place a "for rent" or "for sale" sign thereon.

LIABILITY. Tenant agrees to indemnify, exonerate and save the Landlord harmless from any and all suits or claims for loss, expenses, damages or injury to persons or property sustained upon the premises, arising out of the Tenant's negligence or Tenant's use of the premises.

INSURANCE. Landlord maintains fire and hazard insurance over the premises. Tenant will do nothing and permit nothing to be done on the premises which will contravene any fire or hazard insurance policy covering the same. If Tenant's use or occupancy of the premises increases the premium on any fire or hazard insurance policy, Tenant shall pay such increase. All personal property placed in the leased premises by Tenant shall be at the sole risk of the Tenant and Landlord shall in no event be liable for any loss or damage thereto. Tenant is urged to obtain renter's or personal property insurance.

DEFAULT. If the premises are abandoned or become vacant during the term, the Landlord may re-enter the same by force or otherwise without being liable to any prosecution therefore and, in addition to any other remedies, re-rent the premises in whole or in part as the agent of the Tenant who in all events shall remain liable for any unpaid rentals for the full term of this Lease. Landlord may receive the rent from any such re-rental applying the same first to the payment of such expenses as the Landlord may incur in re-entering and re-letting, and then to the payment of the rent due hereunder.

If any default is made in the payment of the rent due hereunder and if such default shall not be cured by the Tenant within fifteen (15) days after receipt by the Tenant of written notice from the Landlord of such default, or if any default or violation be made in the performance of any of the covenants and agreements herein contained on the part of the Tenant to be performed, then the relation of Landlord and Tenant, at the option of the Landlord, shall wholly cease and determine and, in addition to any other remedies, the Landlord may re-enter the premises by force, if necessary, and remove all persons therefrom and distrain for rent, if any be due, and assume and take possession of the premises and Tenant's property therein; and the Tenant, in any such event, expressly waives the service of any notice to Quit or Demand for Possession, but the Tenant shall, nevertheless, remain liable for any unpaid rental for the full term of this Agreement. Tenant recognizes that the premises is a publicly owned residence located in a public park and expressly acknowledges Landlord's right to terminate this relationship and take immediate possession of the premises for any event of default which effects the public use of said park or negatively reflects upon the Landlord.

If any legal process whatsoever shall be issued for the purpose of attaching or taking in execution of any of Tenant's chattels located on the premises or Tenant's interest in the premises created by this Agreement, or if Tenant shall petition or have a petition filed against him to be adjudicated a bankrupt or insolvent, and such petition is not removed within ten (10) days, or if a receiver or trustee shall be appointed for Tenant's business or property, or if Tenant shall make a general assignment for the benefit of creditors, or if a corporate reorganization of Tenant or any arrangement with Tenant's creditors shall be approved by a court under this Agreement would otherwise pass to another by operation of law, or if Tenant, without Landlord's prior written consent, shall assign or transfer to another in bulk, and not in the ordinary course of business, a major part of the materials, supplies, merchandise and other inventory, or substantially all of the fixtures and equipment located on the premises, then in any such event, Tenant shall be deemed to have committed a material breach of this Agreement and the Landlord, may at its option, forthwith by written notice re-enter the premises, and re-rent the premises as the agent for the Tenant. Notwithstanding any such action(s) by Landlord, Tenant shall in all events remain liable for any unpaid rental for the full term of this Lease.

Tenant hereby expressly waives the benefits of all laws exempting property of any amount or value from levy and sale on execution of distress for rent, or upon any execution under any judgment that may be recovered from rent due under this Agreement.

If the Tenant causes the early termination of this Lease by reason of abandonment, default, failure to pay rent, or violation of any other provision hereof, Tenant shall be liable to Landlord for the costs of any inspections, lead paint testing, fees or other charges incurred by Landlord to relet the Premises, if such charges would not ordinarily be incurred during the term of this Lease if no default had occurred.

Landlord shall in all events be entitled to the benefit of all provisions of applicable laws respecting the speedy recovery of lands and tenements held over by Tenants or proceedings in forcible entry and detainer.

WITNESSETH our hands and seals the first day above written.

ATTEST:

LANDLORD:
CITY OF HAGERSTOWN

____
Donna Spickler, City Clerk

By:_______________________________
David S. Gysberts, Mayor

WITNESS:

TENANT:

____

____
Emily Nicole Conrad

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of City Center Holiday Parking Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:
I hereby move for Mayor and Council to approve the City Center holiday parking plan to allow two hours of free parking in the University District and Arts & Entertainment District parking decks on weekdays beginning Monday, December 1, 2014 through Sunday, January 4, 2015. Parking in the decks after 4 p.m. in the evenings and all day Saturday and Sunday will be free.

Parking in the city center, central business district street and lot meters will continue to be free after 5 p.m. and all day Saturday and Sunday as it is normally throughout the year.

Action Dates:
Date of Passage: October 28, 2014

ATTACHMENTS:

	File Name	Description
🗋	Approval_of_City_Center_Holiday_Parking_Program.pdf	Motion - Approval of City Center Holiday Parking Program

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: **Approval of City Center Holiday Parking Program**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for Mayor and Council to approve the City Center holiday parking plan to allow two hours of free parking in the University District and Arts & Entertainment District parking decks on weekdays beginning Monday December 1, 2014 through Sunday January 4, 2015. Parking in the decks after 4PM in the evenings and all day Saturday and Sunday will be free.

Parking in the city center, central business district street and lot meters will continue to be free after 5PM and all day Saturday and Sunday as it is normally throughout the year.

DATE OF PASSAGE: OCTOBER 28, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Purchase: Bucket Truck - Equipment Technology, LLC (Oklahoma City, OK) $ 122,977.00

Mayor and City Council Action Required:
The low bid replacement purchase is an Equipment Technology Inc. (ETI) 42' Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis in the amount of $122,977.00. The range of the remaining four bidders is $127,112.00 to $155,723.00. Staff will be available during the preliminary agenda review to discuss the requested purchase

Discussion:

The Hagerstown Light Department requested bids for the replacement of the Aerial Bucket Truck Vehicle #135 (purchased in January 1991). The vehicle is utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1991 Holan Stallion initial purchase price was $58,115.00. The truck has been in service or over 20 years and the life span of the chassis and aerial unit is now depleted. Stress fractures in the structural weldments of the truck turret and lower boom are occurring due to strains from use over the years. The dash reporting gauges are failing and are not available for purchase or replacement thus causing the DOT (Department of Transportation) inspection to fail. Reputable repair companies will no longer accept the truck for repair or maintenance due to its age.

Line operations and aerial bucket truck design and capabilities have greatly changed since 1991. New trucks of the same size or smaller can now be outfitted with more devices to improve work productivity and provide a stable platform for which linemen can perform their duties. Safety improvements have also been drastically improved with computer controlled construction and welding processes that eliminate fatigue and failure of structural and insulating components.

The low bid replacement purchase is an Equipment Technology Inc. (ETI) 42' Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis in the amount of $122,977.00. The range of the remaining four bidders is $127,112.00 to $155,723.00. Staff will be available during the preliminary agenda review to discuss the requested purchase.

Financial Impact:
Account #5085001-5840-C0090 currently has $150,000 (one hundred fifty thousand dollars) budgeted for FY15 and the purchase price is $122,977.00 (one hundred twenty two thousand nine hundred seventy seven dollars).

Recommendation:
Staff requested approval of the purchase

Motion:

DATE: October 28, 2014

TOPIC: **Approval of a Motion for the purchase of a 42 foot Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis from Equipment Technology, LLC, Oklahoma City, OK**

Charter Amendment ?

Code Amendment ?

Ordinance ?

Resolution ?

Other ¦

MOTION: I hereby move that the Mayor and City Council approve the purchase of a 42 foot Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis from Equipment Technology, LLC Oklahoma City, OK in the amount of $122,977.00 (one hundred twenty two thousand nine hundred seventy seven dollars). Account #5085001-5840-C0090 currently has $150,000 (one hundred fifty thousand dollars) budgeted for FY15.

DATE OF INTRODUCTION: 10/28/14

DATE OF PASSAGE: 10/28/14

EFFECTIVE DATE: 10/28/14

Action Dates:
Regular Session October 28, 2014

ATTACHMENTS:

	File Name	Description
🗋	Motion_for_the_Purchase_of_Vehicle_135_102814.doc	Motion for the Purchase of Vehicle 135 102814
🗋	Electric_Division_Memo_for_Vehicle_135_Replacement_102814.doc	Electric Division Memo for Vehicle 135 Replacement 102814
🗋	Electric_Consent_Agenda_Truck_135_Replacement_102814.xls	Electric Consent Agenda Truck 135 Replacement 102814
🗋	Electric_Division_Vehicle_135_Equipment_Purchase_Form_102814.doc	Electric Division Vehicle 135 Equipment Purchase Form 102814
🗋	Electric_Division_Vehicle_135_Maintenance_Records_102814.pdf	Electric Division Vehicle 135 Maintenance Records 102814
🗋	Consent_Form_-_Vehicle_#_135_Replacement_-_Bucket_Truck.pdf	Completed Consent Form - Vehicle 135

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: **Approval of a Motion for the purchase of a 42 foot Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis from Equipment Technology, LLC, Oklahoma City, OK**

Charter Amendment	☐
Code Amendment	☐
Ordinance	☐
Resolution	☐
Other	■

MOTION: I hereby move that the Mayor and City Council approve the purchase of a 42 foot Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis from Equipment Technology, LLC Oklahoma City, OK in the amount of $122,977.00 (one hundred twenty two thousand nine hundred seventy seven dollars). Account #5085001-5840-C0090 currently has $150,000 (one hundred fifty thousand dollars) budgeted for FY15.

DATE OF INTRODUCTION: 10/28/14
DATE OF PASSAGE: 10/28/14
EFFECTIVE DATE: 10/28/14

City of Hagerstown

Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

October 28, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Michael S. Spiker, Director of Utilities M S Spiker

Nathan Fridinger, Electric Operations Manager Nathan Fridinger

SUBJECT: HLD Truck #135 Replacement

ACTION: Requested approval of the New Business Item

The Hagerstown Light Department requested bids for the replacement of the Aerial Bucket Truck Vehicle #135 (purchased in January 1991). The vehicle is utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1991 Holan Stallion initial purchase price was $58,115.00. The truck has been in service or over 20 years and the life span of the chassis and aerial unit is now depleted. Stress fractures in the structural weldments of the truck turret and lower boom are occurring due to strains from use over the years. The dash reporting gauges are failing and are not available for purchase or replacement thus causing the DOT (Department of Transportation) inspection to fail. Reputable repair companies will no longer accept the truck for repair or maintenance due to its age.

Line operations, aerial bucket truck design and capabilities have greatly changed since 1991. New trucks of the same size or smaller can now be outfitted with more devices to improve work productivity and provide a stable platform for which linemen can perform their duties. Safety improvements have also been drastically improved with computer controlled construction and welding processes that eliminate fatigue and failure of structural and insulating components.

The low bid replacement purchase is an Equipment Technology Inc. (ETI) 42' Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis in the amount of $122,977.00. The range of the remaining four bidders is $127,112.00 to $155,723.00. Staff will be available during the preliminary agenda review to discuss the requested purchase.

Phone 301.739.8577 ext. 143 Electric Fax 301.739.7958 TDD 301.797.6617
Phone 301.739.8577 ext. 650 W/WW Fax 301.733.2873 TDD 301.797.6617

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF 10/28/2014

DO NOT COMPLETE THIS SECTION:
APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS X

Originating Department: Utilities / Electric Division By: Nathan Fridinger / EOM
Account No.: 5085001-5840-C0090 Account/Project Name: Electric Fund Transportation Equipment
Budget Amount: $150,000 Account Balance: $150,000 Year: 2014/2015 C.I.P Control No.: C0090
Unbudgeted *: Source of Funds:

*(See Department Manager Comments)

QUANTITY	DESCRIPTION	Bid Price
1	Vehicle # 135 Replacement - Bucket Truck	$ 122,977.00
		$
		$
		$
	TOTAL	$ 122,977.00

ABOVE TO BE USED FOR:

Construction, Operation, and Maintenance of the HLD overhead and underground electric distribution and subtransmission system.

RECOMMENDED VENDOR:

BUSINESS NAME: Equipment Technology, LLC
ADDRESS: 341 NW 112nd Street
CITY, STATE: Oklahoma City, OK 73114

BID/PROPOSAL/QUOTE NO. B1572.15
(Circle One)

OTHER VENDORS:

Firm	City, State	List Price	Price
Altec Industries	Creedmore, NC		$ 127,112.00
Chesapeake Ford	Baltimore, MD		$ 133,650.00
Brian Hoskins Ford	Coatesville,VA		$ 139,700.00
Beltway International	Baltimore, MD		$ 155,723.00
			$
			$
			$
			$
			$

COMMENTS

(1) DEPARTMENT MANAGER:

The Hagerstown Light Department requested bids for the replacement of the Aerial Bucket Truck Vehicle #135, which was purchased in January of 1991, utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1991 Holan Stallion purchase price was $58,115.00. For over 20 years the truck has been in service and the life span of the truck is now depleted. The low bid purchase is an Equipment Technology Inc. (ETI) 42' Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis.

Nathan Fridinger
10/6/2014

Nathan Fridinger **Date**
Electric Operations Manager

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 15
(attach to consent agenda form)

Department	Utilities	**Division**	Electric		
Vehicle Call #	135	Model Yr.	1991	Serial #	1GDJ6H1J9MJ520072
Make	GMC	Model	TC6H042		
Vehicle Description	40' Holan Bucket Truck				
Mileage/Hours	63,483/ 12,593	# of Service Repair Orders *	34	Repair Costs*	$10,000 plus
Condition	Grade 2/3 (using NAAA Vehicle Condition Grading Scale)				

Reason(s) for Replacement:

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

Other (please explain in detail) Equipment has become obsolete. Repair parts are becoming more difficult to obtain. In-house repairs and fabrication have become necessary since repair companies refuse repair work due to liability concerns and lack of manufacturer standards.

Is Purchase an Addition to Fleet? No Reason: ___

Disposition:

Sell at Auction: Yes Salvage Value: ___ Transfer Within City: ___
Other: ___

Notes:

Due to the lack of repair parts, it is unknown that the fabrication work would meet the manufacturer's proper operating specifications.

Date: **10/13/14** **Report Prepared By:** **Nathan Fridinger**

* Reporting June 2006 to Present and does not include routine maintenance

Repair Order History

Search and Select:

Units	Unit - Unit Number	135 (Trucks) CMG

Report Parameters:

R/O Work	All

Repair Order History

135 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
17890		6/27/2014		Allen Taylor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	056-000-000	$0.00	$98.51	$98.51
		PTO stuck on. Cable bad . Replace pto cable.					
				Totals For 17890	**$0.00**	**$98.51**	**$98.51**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
17427		4/15/2014	63,483 Miles	Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$228.08	$228.08
			Routine Work	PMS-000-000	$53.17	$57.02	$110.19
		Performed pm service.					
				Totals For 17427	**$53.17**	**$285.10**	**$338.27**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
17246		3/17/2014		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	$133.80	$131.34	$265.14
		replace clutch cable					
				Totals For 17246	**$133.80**	**$131.34**	**$265.14**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
16219		9/10/2013		Fisher Auto Parts

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	071-000-000	$1.45	$0.00	$1.45
				Totals For 16219	**$1.45**	**$0.00**	**$1.45**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
16131		8/29/2013		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$313.42	$131.34	$444.76
		DOT Inspection Install safety switch.					
				Totals For 16131	**$313.42**	**$131.34**	**$444.76**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15953		8/5/2013		Allen Taylor

135 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	056-000-000	$0.00	$229.85	$229.85
		Trans. not shifting right and pto wont disengage .Roadtest and found pto cable bad. Replace pto cable and adjust. Trans. shifts fine and pto disengages now.					
			Totals For 15953		**$0.00**	**$229.85**	**$229.85**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15892		7/22/2013		Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	026-000-000	$0.00	$1,282.95	$1,282.95
		Removed transmission and replaced pin in fork plate.					
			Totals For 15892		**$0.00**	**$1,282.95**	**$1,282.95**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15883		7/19/2013		Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$57.02	$57.02
		No 1st gear or reverse.					
			Totals For 15883		**$0.00**	**$57.02**	**$57.02**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15650		6/12/2013		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	$0.00	$131.34	$131.34
		Check and repair hydraulic leak.					
			Totals For 15650		**$0.00**	**$131.34**	**$131.34**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15559		5/27/2013		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	067-000-000	$0.00	$382.84	$382.84
		Install bucket. REPAIR AND REPIANT BUCKET					
			Totals For 15559		**$0.00**	**$382.84**	**$382.84**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15520		5/23/2013		Paul Yeager

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	067-000-000	$0.00	$149.50	$149.50
		REMOVE BUCKET AND TAKE TO BEAVERS BODY SHOP. PICK UP AND INSTALL BACK ON TRUCK.					
			Totals For 15520		**$0.00**	**$149.50**	**$149.50**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15429		5/9/2013		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	$120.33	$65.67	$186.00
		Replace strobe light and striaghten bracket.					
			Totals For 15429		**$120.33**	**$65.67**	**$186.00**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15440		5/7/2013		Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	000-000-000	$0.00	$330.94	$330.94
		Took to safelite for windshield replacement. Fixed wiper arms. REPLACE WINDOW					
			Totals For 15440		**$0.00**	**$330.94**	**$330.94**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
15836		4/8/2013		American Test Ctr

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	79H-000-000	$490.00	$0.00	$490.00
			Totals For 15836		**$490.00**	**$0.00**	**$490.00**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
14958		2/21/2013		Allen Taylor

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**
			Dot inspection	013-000-000	$0.00	$32.84	$32.84
		Adjust park brake					
			Dot inspection	034-000-000	$0.00	$131.34	$131.34
		Repair marker lights in back and replace left front light assy.					
			Dot inspection	MSC-000-000	$28.21	$65.67	$93.88
		Perform DOT inspection					
			Dot inspection	PMS-000-000	$73.18	$197.01	$270.19
		Perform B- Maintainance					
				Totals For 14958	**$101.39**	**$426.86**	**$528.25**
14009		9/7/2012		Scott Kiser			
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**
			Routine Work	030-000-000	$40.00	$65.67	$105.67
		Install speedometer and check wiring.					
				Totals For 14009	**$40.00**	**$65.67**	**$105.67**
13895		8/23/2012		Scott Kiser			
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**
			Routine Work	002-000-000	$0.00	$131.34	$131.34
		Check speedometer. remove head have sent out to repair.					
				Totals For 13895	**$0.00**	**$131.34**	**$131.34**
13806		8/7/2012		Daniel Craigie			
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**
			Routine Work	013-000-000	$822.41	$912.32	$1,734.73
		Replaced rear rotors,pads,seals, and changed rear end fluid.					
				Totals For 13806	**$822.41**	**$912.32**	**$1,734.73**
13556		6/27/2012		Allen Taylor			

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	$112.60	$985.05	$1,097.65
		Go get Truck and start on bucket. Scrub off grease and sand entire bucket and wash with acetone. Sand and fill gouges and scratches. 6-28 Finish sanding and filling . Prime and tape off boom and gelcoat bucket and spray with mold release. 6-29 Wash off mold release and install nonslip on step .					
				Totals For 13556	**$112.60**	**$985.05**	**$1,097.65**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
13464		6/7/2012	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$0.00	$328.35	$328.35
		DOT Inspection American Test repairs.					
				Totals For 13464	**$0.00**	**$328.35**	**$328.35**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
13234		4/23/2012		T&R Tire

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	$70.84	$0.00	$70.84
				Totals For 13234	**$70.84**	**$0.00**	**$70.84**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
12446		12/1/2011	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$0.00	$131.34	$131.34
		DOT Inspection					
				Totals For 12446	**$0.00**	**$131.34**	**$131.34**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
12441		11/29/2011	63,484 Miles	Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	$53.73	$89.70	$143.43
		PERFORM B-PM.					
				Totals For 12441	**$53.73**	**$89.70**	**$143.43**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
11856		8/12/2011		T&R Tire

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	$122.53	$0.00	$122.53

	Totals For 11856	$122.53	$0.00	$122.53

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
11638		7/1/2011		A-1 AUTO GLASS

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$200.00	$200.00
		REPLACE WINDSHIELD					

	Totals For 11638	$0.00	$200.00	$200.00

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
11406		6/3/2011	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$0.00	$131.34	$131.34
		DOT Inspection					

	Totals For 11406	$0.00	$131.34	$131.34

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
10424		12/13/2010		Allen Taylor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	$59.65	$591.03	$650.68
		Repair damage to bucket at step . Cut out loose fiberglass and repair hole between step and bucket side. Repair gouge on bottom of bucket and fill. 12-14 Finish and gelcoat step. 12-15 Clean up step and install nonskid.					

	Totals For 10424	$59.65	$591.03	$650.68

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
10327		11/29/2010	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$0.00	$131.34	$131.34
		DOT Inspection (6-month)					

	Totals For 10327	$0.00	$131.34	$131.34

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
09918		9/20/2010	63,483 Miles	Paul Yeager

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor				
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**	
			Routine Work	PMS-000-000	$49.58	$89.70	$139.28	
		PERFORM B-PM.						
			Totals For 09918		**$49.58**	**$89.70**	**$139.28**	
09184		5/18/2010	63,483 Miles	Scott Kiser				
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**	
			Dot inspection	MSC-000-000	$0.00	$125.10	$125.10	
		DOT Inspection and wirring repairs						
			Totals For 09184		**$0.00**	**$125.10**	**$125.10**	
08984		4/19/2010		Scott Kiser				
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**	
			Routine Work	065-000-000	$54.08	$281.48	$335.56	
		Tighten pto bolts. Tighten hydraulic fittings. Make and replace two hose assemblys. American Test						
			Totals For 08984		**$54.08**	**$281.48**	**$335.56**	
08763		3/16/2010		Scott Kiser				
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**	
			Routine Work	030-000-000	$0.00	$62.55	$62.55	
		Test for no bucket electrical controls.						
			Totals For 08763		**$0.00**	**$62.55**	**$62.55**	
07777		10/1/2009		Allen Taylor				
Vendor (Invoice)	**Date**	**Work Description**	**Repair Reason**	**VMRS Code**	**Parts Amount**	**Labor Amount**	**Total Amount**	
			Routine Work	26H-000-000	$24.95	$60.35	$85.30	
		Oil smell when driving. Found trans. leaking . Ordered new seal for back of trans.						
			Totals For 07777		**$24.95**	**$60.35**	**$85.30**	
07712		9/21/2009	63,483 Miles	Scott Kiser				

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	$40.21	$149.58	$189.79
		Replace right rear inner wheel seal.					
			Routine Work	065-000-000	$0.00	$99.72	$99.72
		Repair lower to upper boom cover for American Test.					
				Totals For 07712	**$40.21**	**$249.30**	**$289.51**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
07631		9/10/2009	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	015-000-000	$0.00	$49.86	$49.86
		Replace power steering hose and spring stops					
			Dot inspection	MSC-000-000	$0.00	$99.72	$99.72
		DOT Inspection					
			Routine Work	PMS-000-000	$75.73	$99.72	$175.45
		B-Maint					
				Totals For 07631	**$75.73**	**$249.30**	**$325.03**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
06892		5/5/2009		Allen Taylor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	$0.00	$844.90	$844.90
		Figure out what is needed to fix gelcoat on boom trucks.Go get materials and pull cover from 135 and fix and spray with gelcoat. 5-6 Reinstall cover on boom and clean up bucket sand and gelcoat bucket.					
				Totals For 06892	**$0.00**	**$844.90**	**$844.90**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
06877		5/1/2009		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	$235.28	$99.72	$335.00
		Check steering order parts					
				Totals For 06877	**$235.28**	**$99.72**	**$335.00**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
06016		12/15/2008		Daniel Craigie

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	$469.88	$137.49	$607.37
		Replaced faulty alternator.					
				Totals For 06016	**$469.88**	**$137.49**	**$607.37**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
05563		10/6/2008	63,483 Miles	Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	$59.95	$194.01	$253.96
		PERFORM B-PM AND D.O.T. INSPECTION. REPAIR MARKER LIGHTS.					
				Totals For 05563	**$59.95**	**$194.01**	**$253.96**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
05189		7/31/2008		Altec Direct

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$327.90	$327.90
		Caulk and gelcoat per American Test inspection.					
				Totals For 05189	**$0.00**	**$327.90**	**$327.90**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
05205		7/17/2008		Altec Direct

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$330.20	$330.20
		Gelcoat and caulk per American Test Ctr.					
				Totals For 05205	**$0.00**	**$330.20**	**$330.20**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04747		6/5/2008		Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	$41.49	$83.15	$124.64
		DRAIN HYD FLUID , REPLACE FILTER, AND REFILL TANK.					
				Totals For 04747	**$41.49**	**$83.15**	**$124.64**

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04728		6/3/2008	63,483 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	$0.00	$149.58	$149.58
		Replace hydraulic hose in lower boom Finish report list (American Test Center)					
				Totals For 04728	**$0.00**	**$149.58**	**$149.58**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04702		5/29/2008		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	$42.88	$199.44	$242.32
		Start to replace hydraulic hose in boom 5-29					
				Totals For 04702	**$42.88**	**$199.44**	**$242.32**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04653		5/22/2008		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	065-000-000	$0.00	$299.16	$299.16
		American Test list Hydraulic leaks and fittings					
				Totals For 04653	**$0.00**	**$299.16**	**$299.16**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04338		3/24/2008		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	070-000-000	$547.19	$0.00	$547.19
				Totals For 04338	**$547.19**	**$0.00**	**$547.19**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
04057		2/25/2008		Altec Direct

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$20.76	$0.00	$20.76
				Totals For 04057	**$20.76**	**$0.00**	**$20.76**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
03543		12/12/2007		MARYLAND METALS

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	$210.00	$0.00	$210.00

Totals For 03543 — $210.00 — $0.00 — $210.00

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
03405		11/28/2007		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	$5.20	$0.00	$5.20

Totals For 03405 — $5.20 — $0.00 — $5.20

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
03282		11/8/2007	63,366 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Dot inspection	MSC-000-000	$0.00	$74.79	$74.79
		DOT Inspection					

Totals For 03282 — $0.00 — $74.79 — $74.79

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
03190		10/26/2007		Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	$64.42	$229.15	$293.57
		1. Aligned drive shaft u-joints. 2. Replaced o-ring on oil pan drain plug. 3. Replaced cracked fuel tank hold down strap.					

Totals For 03190 — $64.42 — $229.15 — $293.57

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
03046		10/9/2007		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	$25.78	$0.00	$25.78

Totals For 03046 — $25.78 — $0.00 — $25.78

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
02950		10/2/2007	63,166 Miles	Paul Yeager

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	$42.94	$91.66	$134.60
		PERFORM B-PM.					
				Totals For 02950	**$42.94**	**$91.66**	**$134.60**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
02894		9/24/2007		Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$68.75	$68.75
		COMMISSION NEW UNIT.					
				Totals For 02894	**$0.00**	**$68.75**	**$68.75**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS01265		1/22/2007		Allen Taylor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$155.79	$155.79
		(1-22) Steering box leaking badly around Pittman arm shaft, Turn signals +4 ways erratic, Steering wheel hard to turn, Brakes not working very well. Remove steering box. (1-23) Go to Central Truck and get another box and install, Fill with fluid and work air out of system, System has alot of air in it.Replace conn. plug for 4-way flasher and reconnect T/S connecter at steering column.					
				Totals For SYS01265	**$0.00**	**$155.79**	**$155.79**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS01213		1/12/2007		Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	$0.00	$7.81	$7.81
		PICK UP AT SPRING SHOP.					
				Totals For SYS01213	**$0.00**	**$7.81**	**$7.81**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS01177		1/4/2007		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$14.80	$14.80
		Take to Hagerstown Spring and Alignment					
				Totals For SYS01177	**$0.00**	**$14.80**	**$14.80**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS01149		1/2/2007		Paul Yeager

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RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	017-000-000	$0.00	$15.62	$15.62	
		PICK-UP AT S&S.						
			Totals For SYS01149		**$0.00**	**$15.62**	**$15.62**	
SYS01159		1/2/2007		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	MSC-000-000	$0.00	$6.99	$6.99	
		Pick up from S&S Tires						
			Totals For SYS01159		**$0.00**	**$6.99**	**$6.99**	
SYS01140		12/27/2006		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	017-000-000	$0.00	$62.87	$62.87	
		Take to S&S tire12-28 Install steering gear box and drag link12-27						
			Totals For SYS01140		**$0.00**	**$62.87**	**$62.87**	
SYS01126		12/18/2006		Scott Kiser				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	015-000-000	$0.00	$13.97	$13.97	
		Find and order steering box and drag link (Central Truck)						
			Totals For SYS01126		**$0.00**	**$13.97**	**$13.97**	
SYS01099		12/14/2006		Paul Yeager				
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	015-000-000	$0.00	$23.43	$23.43	
		ROAD TEST, TRUCK SHAKES BAD AFTER HITTING BUMP. HAVE TO COME TO ALMOST A COMPLETE STOP TO CORRECT. TAKE TO S&S TO HAVE TIRES AND WHEELS CHECKED.						
			Totals For SYS01099		**$0.00**	**$23.43**	**$23.43**	
SYS01095		12/13/2006		Paul Yeager				

Repair Order History

135 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	015-000-000	$0.00	$46.86	$46.86
		CHECK FOR NOISE IN FRONT END. U-BOLTS AND SPRINGS CRACKING WHEN TURNING. TIGHTEN U-BOLTS. STEERING SHAKES AFTER HITTING A BUMP. SWAP STEER TIRES SIDE TO SIDE.					
			Totals For SYS01095		**$0.00**	**$46.86**	**$46.86**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS01022		12/1/2006	59,344 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	$0.00	$27.94	$27.94
		D.O.T. Inspection					
			Totals For SYS01022		**$0.00**	**$27.94**	**$27.94**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00972		11/20/2006		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	$0.00	$27.94	$27.94
		Check front end noise Take to Hagerstown spring works to have springs checked					
			Totals For SYS00972		**$0.00**	**$27.94**	**$27.94**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00911		11/7/2006	59,248 Miles	Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			PM Services	PMS-000-000	$0.00	$50.68	$50.68
		1. Performed Pm service as required. 2. Adjusted hand controls on lower boom. Boom now works properly.					
			Totals For SYS00911		**$0.00**	**$50.68**	**$50.68**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00443		8/9/2006		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	$0.00	$55.88	$55.88
		Replace speedometer head 8-9 Replace speedometer buffer 8-10					
			Totals For SYS00443		**$0.00**	**$55.88**	**$55.88**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00399		8/3/2006	57,757 Miles	

Repair Order History

135 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	$0.00	$15.62	$15.62
		REMOVE DASH CLUSTER, CALL HOFFMAN CHEVY TO SEE IF THEY CAN GET NEW CLUSTER.					
			Totals For SYS00399		**$0.00**	**$15.62**	**$15.62**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00362		7/25/2006	57,757 Miles	

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	$0.00	$15.62	$15.62
		REPLACE SPEEDO SENSOR. SPEEDO STILL INOP.PUT OLD ONE BACK IN, WAS WORKING. THIS INOP ALSO. CALL HOFFMAN'S TO SEE WHAT IS NEEDED FOR REPLACEMENT.					
			Totals For SYS00362		**$0.00**	**$15.62**	**$15.62**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00335		7/19/2006		Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	$0.00	$27.94	$27.94
		Check speedometer Ordered speed sensor from Truck Enterprise					
			Totals For SYS00335		**$0.00**	**$27.94**	**$27.94**

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00254		7/5/2006		

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	60H-000-000	$0.00	$26.64	$26.64
		1. Adjusted two speed solenoid too 1000 rpms					
			Totals For SYS00254		**$0.00**	**$26.64**	**$26.64**

Repair Order History

9/2/2014 7:27:56 AM

Eastern Standard Time

135 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor
SYS00186		6/20/2006	57,438 Miles	Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	023-000-000	$0.00	$13.97	$13.97
		1. Adjust 2-speed controler at engine 2. Repair weather stripping 3. See no trouble with clutch pedal	Routine Work	070-000-000	$0.00	$13.97	$13.97
			Routine Work	60H-000-000	$0.00	$27.94	$27.94
			Totals For SYS00186		**$0.00**	**$55.88**	**$55.88**
			Totals		**$4,505.64**	**$12,300.70**	**$16,806.34**
			Grand Totals		**$4,505.64**	**$12,300.70**	**$16,806.34**

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION
MEETING OF 10/28/2014

DO NOT COMPLETE THIS SECTION:
APPROVED FOR:
CONSENT AGENDA
NEW BUSINESS X

Originating Department: Utilities / Electric Division By: Nathan Fridinger / EOM
Account No.: 5085001-5840-C0090 Account/Project Name: Electric Fund Transportation Equipment
Budget Amount: $150,000 Account Balance: $150,000 Year: 2014/2015 C.I.P Control No.: C0090
Unbudgeted * Source of Funds
*(See Department Manager Comments)

QUANTITY	DESCRIPTION	Bid Price
1	Vehicle # 135 Replacement - Bucket Truck	$ 122,977.00
		$
		$
		$
	TOTAL	$ 122,977.00

ABOVE TO BE USED FOR:

Construction, Operation, and Maintenance of the HLD overhead and underground electric distribution and subtransmission system.

RECOMMENDED VENDOR:
BUSINESS NAME: Equipment Technology, LLC
ADDRESS: 341 NW 112nd Street
CITY, STATE: Oklahoma City, OK 73114

BID/PROPOSAL/QUOTE NO. B1572.15
(Circle One)

OTHER VENDORS:

Firm	City, State	List Price	Price
Altec Industries	Creedmore, NC		$ 127,112.00
Chesapeake Ford	Baltimore, MD		$ 133,650.00
Brian Hoskins Ford	Coatesville,VA		$ 139,700.00
Beltway International	Baltimore, MD		$ 155,723.00
			$
			$
			$
			$
			$

COMMENTS

(1) DEPARTMENT MANAGER:

The Hagerstown Light Department requested bids for the replacement of the Aerial Bucket Truck Vehicle #135, which was purchased in January of 1991, utilized by electrical linemen in the operation and maintenance of high voltage overhead/underground electrical facilities. The 1991 Holan Stallion purchase price was $58,115.00. For over 20 years the truck has been in service and the life span of the truck is now depleted. The low bid purchase is an Equipment Technology Inc. (ETI) 42' Working Height Material Handling Bucket Truck mounted on a 2015 Ford F-550 Chassis.

Nathan Fridinger 10/6/2014

Nathan Fridinger — **Date**
Electric Operations Manager

(2) PURCHASING AGENT:

Recommend Approval

10.16.14
(Erica M Borrilla)
Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

Michelle Hepler 10/16/14
Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend approval

Bruce Zimmerman 10/16/14
Signature/Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Purchase: Video/Audio Broadcast Equipment Upgrade for Council Chamber – The Lerro Corporation (Norristown, PA) $ 149,993.15

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
🗋	Motion_Audio_Video_Equipment.pdf	Motion
🗋	Consent_Form_-_Audio_Visual_Broadcasting_Equipment.pdf	Consent Form - Video/Audio Broadcast Equipment

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: **Approval of a Motion: For the purchase and installation of new audio/visual broadcasting equipment in Council Chamber and the adjacent control room from The Lerro Corporation, Inc. in Norristown, PA**

Charter Amendment	______
Code Amendment	______
Ordinance	______
Resolution	______
Other	______X

MOTION: I hereby move that the Mayor and City Council approve the purchase and installation of new audio/visual broadcasting equipment in Council Chamber and the adjacent control room from The Lerro Corporation, Inc. in Norristown, Pennsylvania in the amount of $149,993.15. The source of the funding is Public Education/Government (PEG) fees. The new equipment will improve delivery of communications for our television and online viewing audience while also enhancing the experience for community members who attend Mayor & Council meetings in-person.

DATE OF INTRODUCTION: 10/28/14
DATE OF PASSAGE: 10/28/14
EFFECTIVE DATE: 10/28/14

City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/28/14

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

Originating Department:	Community & Economic Development	By:	Erin Wolfe
Account Number:	4507200 5865 C0568	Account / Project Name:	Audio/Visual Broadcast Equipment

Budget Amount: $170,000 Account Balance: ~~$158,939~~ 338,412 Year: 14/15 CIP Control No.

Unbudgeted $: None Source of Funds: Public Education/Government (PEG) Fees

Quantity	Description	Value
	Audio/visual broadcasting equipment to be installed in Council Chamber and adjacent control room	$149,993.15

TOTAL VALUE OF PROJECT: $149,993.15

ABOVE TO BE USED FOR:

Old broadcasting equipment will be replaced with new cameras, microphones, and production features

Recommended Vendor:

Business Name: The Lerro Corporation

Address: 905 Madison Ave.

City, State: Norristown, PA 19403-2306

Bid/Proposal/Quote No.: P15681.14

OTHER VENDORS:		
Firm	**City/State**	**Total Amount**
Nelson White Systems	Baltimore, MD	$168,815.87
Innoface Systems	Crofton, MD	$158,460.31
Visual Sound	Baltimore, MD	$194,106.00
Clair Bros.	Manheim, PA	$169,843.40
Trinity Video Communications, Inc.	Louisville, KY	$178,824.00

(1) Department Manager

The broadcasting equipment currently in use in Council Chamber is over 12 years old, is becoming obsolete and has limited integration capabilities. Staff have worked with a consultant to identify our needs, draft the RFP and select the recommended vendor. The new equipment will improve delivery of communications for our viewing audience, and enhance the experience for community members who attend in-person. The installation of the new equipment provides integration capability as technology advances in the future. The recommended vendor is the low bid and is within budget. I recommend approval.

10-15-14

Signature / Date

JN Gozzman

(2) Purchasing Agent:

Recommend Approval

10.16.14

(Erica M. Bonilla) Signature / Date

(3) Finance Manager:

Recommend approval.

Michelle Hepler 10/16/14

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Bruce Zimmerman 10/16/14

Signature / Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Bloom-Carlile Trust Fund FY 15 Funding to Community Action Council

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:
I hereby move for Mayor and Council approval of $ 4,800 in City funding support from the Bloom-Carlile Trust Fund for FY 15 to the Community Action Council. The allocation of funds will be distributed to the Community Action Council from Bloom-Carlile funds on a monthly basis to provide assistance to the poor and needy of Hagerstown in accordance with the requirements of the Trust Fund.

Action Dates:
October 28, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Self-Insured Workers' Compensation Program

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Required_Motion_Self_Insured_WC_program_for_July.1.2015.pdf	Motion - Approval for Self-Insured Workers' Compensation Program

REQUIRED MOTION

MAYOR AND CITY COUCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: Approval of Self-Insured Workers' Compensation Program

Charter Amendment	___
Code Amendment	___
Ordinance	___
Resolution	___
Other	X

MOTION: I hereby move for Mayor and Council approval for staff to begin work on a transition to a self-insured workers' compensation program. The target implementation date for the self-insured program is July 1, 2015. The projected savings from transitioning from the current guaranteed cost model to a self-insured model is $288, 645 in the first year with an overall five year projected savings of $1,972,115 across all funds.

DATE OF PASSAGE: October 28, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Additional Position in the Human Resources Department

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
🗋	Required_Motion_-_Approval_of_Position_in_HR.pdf	Required Motion - Approval of additional full time position in the Human Resources Department

REQUIRED MOTION

MAYOR AND CITY COUCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: Approval of Additional Position in the Human Resources Department

Charter Amendment	___
Code Amendment	___
Ordinance	___
Resolution	___
Other	_X_

MOTION: I hereby move for Mayor and Council approval of the addition of one full time position in the Human Resources Department. This brings the total number of authorized full time staff in the Human Resources Department from four to five. The addition of this position is necessary to successfully implement a self-insured workers' compensation program and position the department to better serve the needs of our workforce and operations.

This position will be funded through a portion of the savings from converting to a self-insured workers' compensation program. The starting base salary is in the low to mid $50,000 range. A conservative estimate of the total cost of the position which includes salary, payroll taxes, full benefits, and equipment is approximately $87,000.

DATE OF PASSAGE: October 28, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Retainer Agreement for City Legal Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Approval_of_Retainer_Agreement_for_City_Legal_Services.pdf	Motion and Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: October 28, 2014

TOPIC: **Approval of Retainer Agreement for City Legal Services**

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

MOTION: I hereby move for Mayor and Council approval of the attached Retainer Agreement with Attorney Mark Boyer to serve as general legal counsel for the City of Hagerstown for the calendar year January 1, 2015 through December 31, 2017. The legal services provided hereunder shall be performed by Mr. Boyer as well as the qualified attorneys with whom he will be formally associated at the commencement of the term of this agreement.

DATE OF PASSAGE: 10/28/2014

October 14, 2014

RETAINER AGREEMENT

RECEIVED
OCT 14 2014
BY:

Mayor and Council of the
City of Hagerstown, Maryland
City Hall
1 E. Franklin Street
Hagerstown, MD 21740

Dear Mayor and Council:

You have asked me to continue in my capacity as general counsel for the City of Hagerstown and extend the current legal services agreement. The legal services provided hereunder shall be performed by the undersigned, as well as the qualified attorneys with whom I intend to be formally associated at the commencement of the term of this agreement. It is my understanding that this engagement will include all general day to day legal work for the City. The scope of this agreement will not include work performed by bond counsel, insurance defense counsel, utility rate counsel, utility collections counsel, real estate settlement counsel, and labor law counsel. However, I consider it part of this engagement to work with closely with these attorneys. This letter sets forth the agreement concerning the continued representation of the City, which shall become effective upon receipt of a counter-signed copy of this letter.

1. The term of this agreement shall be for three (3) years commencing January 1, 2015 and running through December 31, 2017. During this term any party may terminate the Agreement by giving the other 90 days advance written notice of termination, unless terminated earlier by mutual consent of the parties.

2. Fees for this engagement shall be as follows:

   A. During the 2015 calendar year:

      i. Seventy-two thousand dollars ($72,000.00) payable in twelve (12) equal monthly installments of six thousand dollars ($6,000.00) commencing January 1, 2015, and on the first day of each month thereafter.

      ii. For attorney's time in 2015, the hourly rate will be $160.00 per hour.

B. During the 2016 calendar year:

i. Seventy-two thousand dollars ($72,000.00) payable in twelve (12) equal monthly installments of six thousand dollars ($6,000.00) commencing January 1, 2016, and on the first day of each month thereafter.

ii. For attorney's time in 2016, the hourly rate will be $160.00 per hour.

C. During the 2017 calendar year:

i. Seventy-two thousand dollars ($72,000.00) payable in twelve (12) equal monthly installments of six thousand dollars ($6,000.00) commencing January 1, 2017, and on the first day of each month thereafter.

ii. For attorney's time in 2017, the hourly rate will be $165.00 per hour.

3. We will keep time records, in quarter-hour increments that will be used to provide a detailed billing of all legal work. The billings will be categorized by City Department and by project name. A billing statement will be submitted to you monthly, with payment due by the 15th of the month.

4. Photocopy reimbursement will be billed at twenty-five cents (25¢) per copy for extraordinary photocopying (meaning fifty (50) or more copies at one time). Costs for express mailing, extraordinary mailings, deliveries, long distance phone charges, mileage, and parking will be reimbursed in the month after the cost was incurred.

5. Costs for filing fees and all other expenses in litigation, real estate and other matters will be the responsibility of the City. Any advanced costs will be reimbursed in the month after the cost was incurred.

We will keep you well informed as to the progress of your work. We will regularly send you copies of all correspondences, pleadings and other Court documents, which we generate or receive. If no one is available when you telephone, your call will be returned promptly. The files of your legal matters and their contents are open to your inspection at any reasonable time.

Although we cannot guarantee results, every effort will be made to expedite your work promptly and efficiently according to the highest level of quality and ethical standards.

I view this engagement with the City as I would view an engagement with any retainer client. The guaranteed fixed income will permit the undersigned and associated attorneys to give immediate attention to your legal needs. Those City officials and employees that are authorized by you to do so should feel that we are available to assist them at any time.

I appreciate the opportunity to continue to serve as City Attorney.

Please counter-sign this agreement and return it so that we will have a memorandum of our mutual understanding.

Very truly yours,

Mark K. Boyer

CONSENTED TO AND APPROVED:

WITNESS AND ATTEST
AS TO CORPORATE SEAL

____
Donna Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

BY:____________________________
Bruce Zimmerman, City Administrator

Date: ____________, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Community Garden at 513 South Potomac Street

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
🗋	Approval_of_a_Community_Garden_at_513_South_Potomac_Street.pdf	Motion - Community Garden

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: October 28, 2014

TOPIC: **Approval of a Community Garden at 513 South Potomac Street**

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

MOTION: I hereby move for Mayor and Council approval of the installation of a Community Garden at 513 South Potomac Street. Mayor and Council authorize staff to construct the Community Garden and support the development of the operating structure in accordance with the plan as presented to Mayor and Council on October 21, 2014. In addition, staff shall take actions required by the CDBG program to transfer the parcel from the low/mod *housing* national objective to a low/mod *area benefit* national objective for use as a public Community Garden.

Construction of Phase I shall commence so that the Community Garden can be utilized by citizens in Spring, 2015. Phase II may commence once grant funds are available.

Funding for the Phase I of this project shall include the following: $8,000 in current year Parks Division operating funds; $5,000 in developer paid Excise Tax funds; $3,000 in current year Capital Improvement Project 859, and approximately $7,300 from a fundraising campaign.

In approving this motion, the Mayor and Council hereby acknowledge and express their appreciation to the citizens serving on the Community Garden Task Force for their recommendations which led to the creation of the Community Garden, and for being part of the Operating Committee in 2015.

DATE OF PASSAGE: 10/28/2014

Attachment: Concept Plan

community garden City of Hagerstown

COMMUNITY GARDEN
513 S. POTOMAC STREET

SCALE: 1"= 50'
SEP 25 '14