

**53rd Regular Session
Mayor and City Council
November 25, 2014
Agenda**

7:00 PM - November 25, 2014 - REGULAR SESSION - *Council Chambers*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Penny M. Nigh

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - Adopted September 24, 2013
- B. Use of cell phones during meetings is restricted
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule
 - 1. Tuesday, December 2, 2014 - Work Session at 4:00 p.m.
 - 2. Tuesday, December 9, 2014 - Meeting with Washington County Delegation at 3:30p.m. Work Session at 5:00 p.m.
 - 3. Tuesday, December 16, 2014 - Regular Session at 7:00 p.m.
 - 4. Tuesday, December 23, 2014 - No Meeting

V. APPOINTMENTS

- A. Board of Zoning Appeals:
 - Janice Kelsh, Term to Expire November 30, 2017
 - Historic District Commission
 - Chad Crumine, Term to Expire November 30, 2017

VI. GUESTS

Proclamation: Small Business Saturday
Proclamation: World AIDS Day - December 1st
Hagerstown Gridiron Championship Class MVP
North Hagerstown High School
South Hagerstown High School

VII. CITIZEN COMMENTS

VIII. CITY ADMINISTRATOR'S COMMENTS

IX. MAYOR AND COUNCIL COMMENTS

X. MINUTES

(October 7, 2014, October 14, 2014, October 21, 2014 and October 28, 2014)

XI. CONSENT

A. Community and Economic Development

1. Western Maryland Blues Fest - 2015 Budget
2. Contract for Snow Abatement - Botanica Enterprises, Inc. (Boonsboro, MD) \$65.00/hour + \$10.00 per service call

B. Police

1. Community Based Prosecutor and Contractual Overtime Services with Washington County Sheriff's Office - \$59,948

A. Public Works

1. Vehicle Replacement for Parking System - Unit 36 - McCafferty Ford (Mechanicsburg, PA) \$21,606
2. Vehicle Replacement for Public Works - Unit 94 - McCafferty Ford (Mechanicsburg, PA) \$41,836

B. Utilities

1. Water: Vehicle Replacement - Unit 214 - Hetrich Fleet Services, Inc. (Denton, MD) \$25,262
2. Water: Fire Hydrants - HD Suppl't Waterworks, LTD (Martinsburg, WV) \$46,382.25
3. Water: Replace Chlorine Regulators at R.C. Willson - Environmental Service and Equipment Company, Inc. (Marcus Hook, PA) \$26,420
4. Water: Engineering Services for Edgemont Dam Services - Triad Engineering (Hagerstown, MD) \$53,400

XII. UNFINISHED BUSINESS

XIII. NEW BUSINESS

- A. Introduction and Ordinance: Accpeting Land Transfer from Beazier Homes for Terrapin Park
- B. Approval of a Resolution: To Join the Healthy Eating Active Living (HEAL) Campaign
- C. Approval of a User Agreement: Amendment to American Little League Agreement
- D. Approval of a Resolution: User Agreement: Second Amendment for Hagerstown Area Police Atheltic League (HPAL)
- E. Approval of a Resolution: User Agreement with YMCA of Hagerstown, Inc.
- F. Approval of a Resolution: User Agreement with Hagerstown Area Youth Soccer League (HAYSL)
- G. Approval of a Resolution: Authorizing the Designation of Alley #5-55 as "Marguerite Way"
- H. Approval of Application for FY 2016 Program Open Space Projects
- I. Approval of General Fund Agency Contribution Policy
- J. Approval of Contract with GovHR USA for City Administrator Search Services
- K. Approval of Purchase: Bulk Gasoline Purchase - Petroleum Traders (Fort Wayne, IN) \$362,239
- L. Approval of a Purchase: Diesel Fuel - Petroleum Marketing Group, Inc. (Woodbridge, VA) \$272,287

- M. Approval of Water and Wastewater Chemical Purchase (Various Vendors) - Water \$563,954, Wastewater \$572,414
- N. Approval of Catalyst Project #1 - RFQ for Developer/Partner for Office Development and Recruitment Project
- O. Approval of Automated Speed Enforcement Camera System Contract with Brekford Corporation, Hanover, Maryland
- P. Approval of Facilities Permit Agreement with CenturyLink Communications, Inc. - Fiber Optic Installation

XIV. 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 Penny M. Nigh

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
- B. Use of cell phones during meetings is restricted
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Work Session at 5:00 p.m.
 - 3. Tuesday, December 16, 2014 - Regular Session at 7:00 p.m.
 - 4. Tuesday, December 23, 2014 - No Meeting

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Board of Zoning Appeals:

Janice Kelsh, Term to Expire November 30, 2017

Historic District Commission

Chad Crumine, Term to Expire November 30, 2017

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Proclamation: Small Business Saturday

Proclamation: World AIDS Day - December 1st

Hagerstown Gridiron Championship Class MVP

North Hagerstown High School

South Hagerstown High School

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

(October 7, 2014, October 14, 2014, October 21, 2014 and October 28, 2014)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
	Approval of Minutes.pdf	Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2014

TOPIC: Approval of Minutes

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on October 7, 2014, October 14, 2014, October 21, 2014 and October 28, 2014.

DATE OF PASSAGE: November 25, 2014

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

WESTERN MARYLAND BLUES FEST - 2015 BUDGET

Mayor and City Council Action Required:

City staff is seeking approval by the Mayor and City Council for authorization of the 2015 Western Maryland Blues Fest budget.

Discussion:

City staff is seeking approval by the Mayor and City Council for authorization of the 2015 Western Maryland Blues Fest budget. As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2015 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2015 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

The festival will be held on May 28, May 29, May 30 and May 31, 2015. This is the 20th year for the event.

We look forward to discussing this request with the Mayor and Council at the November 18, 2014 work session.

Financial Impact:

City staff is seeking approval by the Mayor and City Council for authorization of the 2015 Western Maryland Blues Fest budget. As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2015 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2015 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

The festival will be held on May 28, May 29, May 30 and May 31, 2015. This is the 20th year for the event.

We look forward to discussing this request with the Mayor and Council at the November 18, 2014 work session.

Recommendation:

To approve the 2015 Western Maryland Blues Fest Budget and to go forth with the event.

Motion:

This item would be placed on the consent agenda.

Action Dates:

This item would be placed on the consent agenda for November 25, 2014 and immediately approved.

ATTACHMENTS:

File Name		Description
	m.c blues budget approval 2015.doc	2015 Blues Fest Budget Memo
	budgetmc2015proposed.xls	2015 Blues Fest Proposed Budget



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

Business & Community Relations Division

Karen M. Giffin ~ Community Affairs Manager

301.766.4188

November 12, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Karen Giffin, Community Affairs Manager
RE: **WESTERN MARYLAND BLUES FEST - 2015**

City staff is seeking approval by the Mayor and City Council for authorization of the 2015 Western Maryland Blues Fest budget. As per the special events policy approved March 27, 2001, and revised January 8, 2002, the Western Maryland Blues Fest is submitting a tentative budget of revenue and expenses for the event so that the Mayor and City Council can approve the 2015 event by formal action and authorize any financial support or in-kind services to be supplied by the City. Please note this is a working fluid budget for the committee pending venue selections and contract negotiations. City staff and Carl Disque, Executive Chair of the Festival, will be at the meeting to present the 2015 Western Maryland Blues Fest Budget. Please note the \$52,000 for the City Services is included in the current fiscal year's Public Functions Account.

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We look forward to discussing this request with the Mayor and Council at the November 18, 2014 work session.

□ □ □ □

Attachment

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

BLUES FEST 2015
PROPOSED BUDGET

11/14/2014

Revenues	2015 Proposed
Admissions	\$64,500.00
Other Revenue - Beer, Vendors, Merch	\$43,500.00
Corporate	\$102,000.00
Local Arts Council	\$1,500.00
State Arts Council	\$14,238.00
Rain Insurance	
Total Revenues	\$225,738.00
Expenses	
Artist	\$56,000.00
Technical	\$40,000.00
Educational	\$6,000.00
Outside Services - Merch.	\$14,000.00
Outside Services - Tent, Fencing, etc.	\$14,000.00
Artist Lodging/Hospitality	\$8,000.00
Other - Hospitality, Insurance, Supplies	\$40,500.00
Marketing	\$45,500.00
Total Expenses	\$224,000.00
Revenues Minus Expenses	\$1,738.00
Projected Budget Income	
* Please note this does not include \$52,000 of City Services.	

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Western Maryland Blues Fest - 2015 Budget

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Contract for Snow Abatement - Botanica Enterprises, Inc. (Boonsboro, MD) \$65.00/hour + \$10.00 per service call

Mayor and City Council Action Required:

Award of the contract for Snow & Ice Abatement services to Botanica Enterprises, Inc. of Boonsboro, MD.

Discussion:

PURPOSE OF THE CONTRACT

The purpose of this contract is to provide abatement services for the removal of snow and ice from public sidewalks in the city that remain uncleared after a snow event.

BID SELECTION

The City sought bids for Snow & Ice Abatement services and received five bids. Per the bid documents, the official low bid is determined by hourly rate for labor submitted. The low bid by that parameter is Earn Contractors, Inc. Earn is currently the City's abatement contractor for high weeds and rubbish removal. Due to concerns over our experience working with Earn on that contract, staff are reluctant to enter into a new contract with Earn for Snow & Ice Abatement. While not the low bid on hourly rate for labor, Botanica was the overall low bid for the variety of services bid that are related to this contract (e.g., hourly rate for labor, hourly rate for removal equipment, service call fee). For this reason as well as our concerns over awarding another contract to Earn, staff recommends award of the contract to Botanica.

Financial Impact:

IMPACT ON GENERAL FUND

The City has budgeted \$75,000 in our department's Property Abatement account for this fiscal year and to date we have expended \$54,061 on a variety of abatement activities (high grass, rubbish, etc.). The amount of funds expended by the City on Snow and Ice Abatement is extremely variable depending upon the number of storms, how much snow falls, how quickly snow melts, etc. In FY 2014, the City billed property owners for \$13,700 for Snow and Ice Abatement.

In the prior two fiscal years, the City had no billings for this type of abatement activity.

Recommendation:

Department of Community & Economic Development staff recommend that the Mayor and City Council award the contract for Snow & Ice Abatement services to Botanica Enterprises, Inc. of Boonsboro, MD.

Motion:

Action Dates:

Preliminary Agenda - 11/18/14
Consent Agenda Approval - 11/25/14

ATTACHMENTS:

File Name		Description
	Memo Snow Ice Abatement Contract 11 13 14.pdf	Snow & Ice Abatement Contract



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

Planning & Code Administration Division

Code Administration Office: 301-739-8577 x 127

MEMORANDUM

TO: Bruce Zimmerman, City Administrator

FROM: Kathleen A. Maher, Planning Director

SUBJECT: Snow & Ice Abatement Contract

DATE: November 13, 2014

MAYOR AND CITY COUNCIL ACTION REQUESTED

Department of Community & Economic Development staff recommend that the Mayor and City Council award the contract for Snow & Ice Abatement services to Botanica Enterprises, Inc. of Boonsboro, MD.

PURPOSE OF THE CONTRACT

The purpose of this contract is to provide abatement services for the removal of snow and ice from public sidewalks in the city that remain uncleared after a snow event.

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The City has budgeted \$75,000 in our department's Property Abatement account for this fiscal year and to date we have expended \$54,061 on a variety of abatement activities (high grass, rubbish, etc.). The amount of funds expended by the City on Snow and Ice Abatement is extremely variable depending upon the number of storms, how much snow falls, how quickly snow melts, etc. In FY 2014, the City billed property owners for \$13,700 for Snow and Ice Abatement. In the prior two fiscal years, the City had no billings for this type of abatement activity.

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Snow & Ice Abatement Contract

November 13, 2014

Page 2

Botanica was the overall low bid for the variety of services bid that are related to this contract (e.g., hourly rate for labor, hourly rate for removal equipment, service call fee). For this reason as well as our concerns over awarding another contract to Earn, staff recommends award of the contract to Botanica.

c: John Lestitian, Director, DCED
 Gary Lambert, Programs Manager
 Blaine Mowen, Chief Code Official
 Paul Fulk, Inspections Manager
 Michelle Hepburn, Finance Director
 Mark Boyer, City Attorney

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Community Based Prosecutor and Contractual Overtime Services with Washington County Sheriff's Office - \$59,948

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Vehicle Replacement for Parking System - Unit 36 - McCafferty Ford (Mechanicsburg, PA)
\$21,606

Mayor and City Council Action Required:

Approval of the purchase.

Discussion:

(1) Department Manager: This truck replaces unit no. 36 which is a model year 2000 GMC Sonoma pickup truck. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for larger vehicles and equipment. There have been several previous trucks purchased for Public Works through this program. Funding is from the Parking Fund. \$20,000 was budgeted but \$3,400 was used to purchase a used golf cart for deck operations hence the reason for the current \$16,600 account balance.

Financial Impact:

Quantity	Description	Value
1	Ford Transit Connect Van XL	\$21,331.00
1	Bulkhead and 1 Side Shelf	\$1,025.00
1	Rebate	-\$750

TOTAL VALUE OF PROJECT: \$21,606.00

Recommendation:

Purchase the new Ford Transit Connect Van XL

Motion:

NA

Action Dates:

Discussion on 11/18/25 and formal approval on 11/25/14. Staff will order the vehicle by December 1, 2014.

ATTACHMENTS:**File Name****Description**

	truck no. 36 replacement.pdf	Consent agenda form, replacement schedule, quote
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**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/25/14**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 5685001-5850 Account / Project Name: Parking Fund Vehicles
Budget Amount: \$20,000 Account Balance: \$16,600 Year: 14/15 CIP Control No. C0829
Unbudgeted \$: _____ Source of Funds: Parking Fund

Quantity	Description	Value
1	Ford Transit Connect Van XL	\$21,331.00
1	Bulkhead and 1 Side Shelf	\$1,025.00
1	Rebate	-\$750

TOTAL VALUE OF PROJECT: \$21,606.00

ABOVE TO BE USED FOR:

Maintenance and repair throughout the Parking System including decks, lots and meters.

Recommended Vendor:

Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050
Bid/Proposal/Quote No.: COSTARS #013-114, 025-162, 026-055; Quote JLG 11.03.14

OTHER VENDORS:

Firm	City/State	Total Amount
None		

(1) Department Manager: This truck replaces unit no. 36 which is a model year 2000 GMC Sonoma pickup truck. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for larger vehicles and equipment. There have been several previous trucks purchased for Public Works through this program. Funding is from the Parking Fund. \$20,000 was budgeted but \$3,400 was used to purchase a used golf cart for deck operations hence the reason for the current \$16,600 account balance.

EB Dahr 11/18/14

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Reason(s) for Replacement:

Is Purchase an Addition to Fleet? No Reason: _____

Disposition: _____

Notes:

Salvage value based on Blue Book estimate.

Date: 11/10/14 **Report Prepared By:** Eric B. Deike, Director of Public Works

*Costs since 2000. Includes routine maintenance and major repairs.

Company: City of Hagerstown
Contact: Al Cool
Address: 425 East Baltimore Street
City, State, Zip: Hagerstown, MD 21740
Phone #: 301.739.8577 x148
Cell #: _____
Fax #: _____
Email Address: acool@hagerstownmd.org

Dealership Information

Al Schock
 McCafferty Ford
 6320 Carlisle Pike
 Mechanicsburg, Pa 17050
 Office #: (877) 568-0846
 Fax #: (717) 766-8750
 Cell #: (717) 816-5161



		CO STARS APPROVED		Prepared by:	JLG 11.03.14
		013-114		STOCK	NO
		025-162		FACTORY ORDER	YES
		026-055		LOCATE	NO
# Units:	1				
Year:	2014	MSRP	\$	24,040.00	

Factory Codes		Standard Features - Description	Price
Body:	E7E	TRANSIT CONNECT VAN XL	\$21,331.00
Engine:		2.5L DOHC	
Tranis:		6 SPEED AUTO TRAN W/ OD	
Pep Pack:	110A		
Whibase:	121"		
Ext. Color		FROZEN WHITE METTTALIC	
Int. Color		CHARCOAL BLK/PEWTER VINYL	

Additional Factory Options		Price
P215/55R16 BSW		
5270# GVWR		
DAYTIME RUNNING LIGHTS		
BULKHEAD AND 1 SIDE SHELF		\$1,025.00
REBATE		-\$750.00
SUBJECT TO AVAILABILITY		

Total Cost of Vehicle	\$21,606.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$21,606.00

* Delivery Available

*Municipal Registration Plate Processing Availabl e

Customer Approval _____

Date: _____

Dealership Acceptance _____

Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Vehicle Replacement for Public Works - Unit 94 - McCafferty Ford (Mechanicsburg, PA) \$41,836

Mayor and City Council Action Required:

Approval to purchase the replacement truck.

Discussion:

(1) Department Manager: This truck replaces unit no. 94 which is a model year 1999 GMC Sierra pickup truck. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for vehicles and equipment. There have been several previous trucks for Public Works purchased through this program. Funding is from the General Fund.

Financial Impact:

Quantity	Description	Value
1	Ford F350 4x4, V8, automatic	\$27,974.00
1	Dejana utility body, spray liner, back rack w/LED lights, SS step bars, backup alarm	\$13,862.00

TOTAL VALUE OF PROJECT: \$41,836.00

Recommendation:

Purchase the replacement service truck

Motion:

NA

Action Dates:

Discussion on 11/18/14 with formal approval on 11/25/14. The truck will be ordered by December 1, 2014.

ATTACHMENTS:

	File Name	Description
📎	truck no. 94 replacement.pdf	Consent agenda form, replacement form, quote

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/25/14**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5843 Account / Project Name: Public Works Vehicles
Budget Amount: \$51,000 Account Balance: \$51,000 Year: 14/15 CIP Control No. C0065
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Ford F350 4x4, V8, automatic	\$27,974.00
1	Dejana utility body, spray liner, back rack w/LED lights, SS step bars, backup alarm	\$13,862.00

TOTAL VALUE OF PROJECT: \$41,836.00

ABOVE TO BE USED FOR:

Service truck with a utility body used on road calls and service to the city's fleet.

Recommended Vendor:

Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050
Bid/Proposal/Quote No.: COSTARS #013-114, 025-162, 026-055; Quote JLG 11.10.14

OTHER VENDORS:		
Firm	City/State	Total Amount
None		

(1) Department Manager: This truck replaces unit no. 94 which is a model year 1999 GMC Sierra pickup truck. The truck is being purchased through a State of Pennsylvania purchasing program known as COSTARS. Vendors bid and qualify for numerous products and services at a "cost plus" price guaranteeing lowest available pricing. Frederick County and Frederick City governments are two local entities that utilize the program for vehicles and equipment. There have been several previous trucks for Public Works purchased through this program. Funding is from the General Fund.

ER Deke 11/10/14

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Reason(s) for Replacement:

Is Purchase an Addition to Fleet? No Reason:

Disposition:

Notes:

Salvage value is based on Blue Book estimate.

Date: 11/10/14 **Report Prepared By:** Eric B. Deike, Director of Public Works

*Costs since 2000. Includes routine maintenance and major repairs.

Company: City of Hagerstown
Contact: Al Cool
Address: 425 East Baltimore Street
City, State, Zip: Hagerstown, MD 21740
Phone #: 301.739.8577 x148
Cell #: _____
Fax #: _____
Email Address: acool@hagerstownmd.org

Dealership Information

Al Schock
 McCafferty Ford
 6320 Carlisle Pike
 Mechanicsburg, Pa 17050
 Office #: (877) 568-0846
 Fax #: (717) 766-8750
 Cell #: (717) 816-5161



# Units:	1	CO STARS APPROVED		Prepared by:	JLG 11.10.14
		013-114		STOCK	NO
		025-162		FACTORY ORDER	YES
		026-055		LOCATE	NO
Year:	2015	MSRP	\$	38,125.00	

Factory Codes		Standard Features - Description		Price
Body:	F3F	F350 4X4 CHAS/CS SRW		\$27,974.00
Engine:		6.2L EFI V8		
Trans:		6-SPD AUTO		
Pep Pack:	630A	PREF EQUIP PKG		
Whibase:	141"			
Ext. Color		OXFORD WHITE		
Int. Color		STEEL - VINYL 40/20/40		

Additional Factory Options		Price
AIR CONDITIONER, AM/FM STER/CLK,		
LT245 BSW AT 17, 3.73 ELOCKING		
PWR EQUIP GROUP, XL DÉCOR PKG		
TELE TT MIR-PWR, SPECIAL FRONT SUSPENSION		
BRAKE CONTROLLER, HI MOUNT STOP LAMP		
MID-SHIP TANK, FIXED PAYLOAD		
DAY RUNNING LIGHTS		
9800# GVWR PKG		
DEJANA BODY (SEE ATTACHED)		\$10,410.00
SPRAY LINER - LINEX		\$995.00
BACK RACK W/LED LIGHTS		\$897.00
SS STEP BARS		\$475.00
BACK UP ALARM		\$85.00
CLEAR COAT		\$1,000.00

* Delivery Available
 *Municipal Registration Plate Processing Availabl e

Total Cost of Vehicle	\$41,836.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$41,836.00

Customer Approval _____

Date: _____

Dealership Acceptance _____

Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Water: Vehicle Replacement - Unit 214 - Hetrich Fleet Services, Inc. (Denton, MD) \$25,262

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Hertrich Fleet Service Replacement of Vehicle 214 in the amount of \$25,262.

Discussion:

This request is for the replacement of Water Division meter reading vehicle 214. This vehicle replacement was identified in the FY14 Capital Budget. The replacement is requested since the vehicle is 12 years old, the current condition of the vehicle should still hold some value at auction, and the accumulated repair costs have equaled the approximate purchase price of the vehicle. See attached documentation for vehicle history and CIP documentation.

Financial Impact:

Account 52-85001-5840-C0117 currently has \$248,555 available and the requested expenditure is \$25,262.

Recommendation:

Staff requests approval

Motion:

Consent Agenda

Action Dates:

Regular Session 112514

ATTACHMENTS:

File Name	Description
Water Division Consent Agenda Hertrich Fleet Service Replacement of Vehicle 214 112514.xls	Water Division Consent Agenda Hertrich Fleet Service Replacement of Vehicle 214 112514
Water Divison Vehicle 214 Replacement Form 112514.xls	Water Divison Vehicle 214 Replacement Form 112514
Water Divison Vehicle 214 Replacement Form 112514.pdf	Water Division CIP 117 FY14 for Vehicle 214 Replacement 112514
Water Division Vehicle 214 Repair History 112514.pdf	Water Division Vehicle 214 Repair History 112514
Water Divison Vehicle 214 State Bid Traverse 112514.pdf	Water Divison Vehicle 214 State Bid Traverse 112514

Approval For:	
Consent Agenda: X	
New Business:	

Quantity (feet)	Description	Value
1	2014 Chevrolet Traverse LS AWD CV14526	\$ 25,262.00
	TOTAL	\$ 25,262.00

To replace vehicle 214 - this vehicle replacement was identified in the FY14 Capital Budget. See attached documentation for vehicle history and CIP documentation.

Business Name: Hertrich Fleet Services Inc.
Address: 1123 Industrial Parkway
City, State: Denton, MD 21629

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>

Comments

Department Manager (required on all unbudgeted items):

To replace vehicle 214 - this vehicle replacement was identified in the FY14 Capital Budget. See attached documentation for vehicle history and CIP documentation.



Water Operations Manager

November 6, 2014

Purchasing Agent

Signature

Date

Finance Manager:

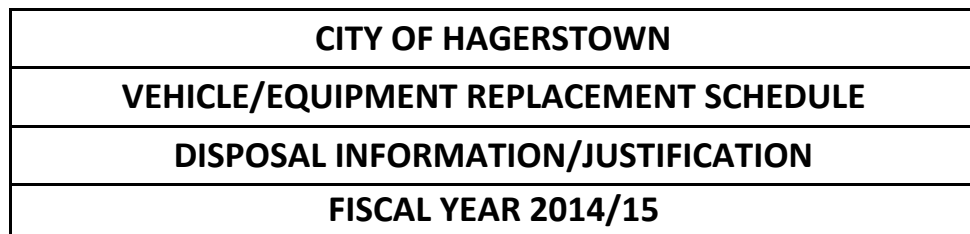
Signature

Date

City Administrator's Recommendation:

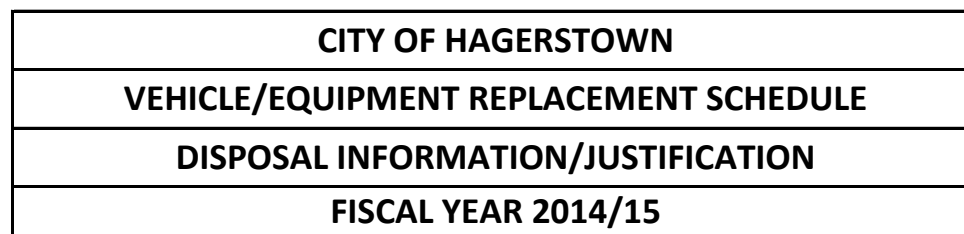
Signature

Date



of Service Orders: Condition: Fair

Prepared By: Nancy Hausrath Date: 11/6/2014



# of Service Orders:	Condition:	Fair
----------------------	------------	------

Prepared By: Nancy Hausrath Date: 11/6/2014

214

Central Maintenance Charges
 Vehicle Number 005691

Period(s) ?*

11/03/2014
 page 1

Date	Track #	line Identifier	Quantity	Amount
Vehicle 005691 2003 S 10 PICKUP CHEVROLET				
Call 214				
07/11/2003	CM56910328	0003 L03283	1.00000	32.10
		George E. Kearns, Jr.		
		Vehicle Maintenance Mechanic		
		----- period 2004-01 ----->		32.10
05/17/2004	CM56910421	0003 E	1.00000	65.59
		HAGERSTOWN AUTO 600618-137		
		CMX-7593 CERAMIX BRAKE SHOE		
05/17/2004	CM56910421	0004 E	1.00000	57.29
		HAGERSTOWN AUTO 600618-137		
		CMX-7070A DISC BRAKE PADS		
05/17/2004	CM56910421	0005 E	1.00000	-65.59
		HAGERSTOWN AUTO 600618-137		
		CMX-7593 CERAMIC BRAKE SHOES		
05/17/2004	CM56910421	0006 L03637	1.50000	45.35
		Paul M Yeager		
		Vehicle & Equip. Maint. Mech		
05/17/2004	CM56910421	0007 L03637	1.00000	30.23
		Paul M Yeager		
		Vehicle & Equip. Maint. Mech		
05/13/2004	CM56910420	0003 E	1.00000	-15.79
		HAGERSTOWN AUTO 600618-137		
		2808 BACK UP PAD		
		----- period 2004-11 ----->		117.08
05/17/2004	CM56910421	0008 PCG0616	1.00000	1.81
		FILTER CPH47 PVC		
05/17/2004	CM56910421	0009 PCG6687	5.00000	6.75
		OIL CHEVRON SUPREME 5W-30		
		----- period 2004-12 ----->		8.56
		----- year 2004 ----->		157.74
10/01/2004	CM56910440	0003 PCG5728	1.00000	1.51
		BULB 3157, 7476		
		----- period 2005-04 ----->		1.51
03/07/2005	CM56910511	0003 L03637	1.50000	46.50
		Paul M Yeager		
		Vehicle & Equip. Maint. Mech		
03/07/2005	CM56910511	0004 PCG6827	1.00000	5.99
		FILTER AF7863 AIR		
03/07/2005	CM56910511	0005 PCG0616	1.00000	1.84
		FILTER CPH47 PVC		
03/07/2005	CM56910511	0006 PCG0005	1.00000	1.53
		WINDSHIELD SOLVENT YEAR ROUND		

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

11/03/2014

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Date	Track #	line Identifier	Quantity	Amount
03/07/2005	CM56910511	0007 PCG6687 OIL CHEVRON SUPREME 5W-30	5.00000	6.71
----- period 2005-09 ----->				62.57
05/16/2005	CM56910521	0003 E EAST END AUTO C11-73 CCH K6187T IDLER ARM	1.00000	29.69
05/16/2005	CM56910521	0004 E EAST END AUTO C11-73 FRI BCD988 BLUE CERMAIC PADS	1.00000	52.66
05/17/2005	CM56910521	0005 E HAGERSTOWN AUTO C11-81 DS-1047 CTR LINK	1.00000	37.29
05/17/2005	CM56910521	0006 E EAST END AUTO C11-82 CCA 34082 FUEL CAP	1.00000	11.45
05/17/2005	CM56910521	0007 E EAST END AUTO C11-82 BDR 31254 BRAKE ROTORS	2.00000	104.00
05/17/2005	CM56910521	0008 E EAST END AUTO C11-82 SLS 4739 OIL SEAL	2.00000	3.53
05/16/2005	CM56910521	0009 PCG5641 CLEANER BRAKE	1.00000	4.53
05/16/2005	CM56910521	0010 L03482 Allen D. Taylor Vehicle Maintenance Mechanic	2.50000	88.82
05/17/2005	CM56910521	0011 L03482 Allen D. Taylor Vehicle Maintenance Mechanic	3.00000	106.58
05/17/2005	CM56910521	0013 L03482 Allen D. Taylor Vehicle Maintenance Mechanic	2.50000	88.82
05/17/2005	CM56910521	0014 PCG4758 PIN COTTER 38230 1/8 X 1 1/4	2.00000	.07
----- period 2005-11 ----->				527.44
----- year 2005 ----->				591.52
07/28/2005	CM56910531	0003 PCG0616 FILTER CPH47 PVC	1.00000	1.88
07/28/2005	CM56910531	0004 PCG0005 WINDSHIELD SOLVENT YEAR ROUND	1.00000	1.54
07/28/2005	CM56910531	0005 PCG6687 OIL CHEVRON SUPREME 5W-30	4.00000	5.20

Central Maintenance Charges
Vehicle Number 005691

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
07/28/2005	CM56910531	0006 L03637 Paul M Yeager Vehicle & Equip. Maint. Mech	2.00000	68.80
		----- period 2006-01 ----->		77.42
10/06/2005	CM56910541	0003 E ROBERT OXYGEN C4-9 ARGON	2.00000	49.60
10/06/2005	CM56910541	0004 E ROBERT OXYGEN C4-9 ACETYLENE	1.00000	49.50
		----- period 2006-04 ----->		99.10
02/09/2006	CM56910607	0003 E AUTO ELECTRIC C8-38 DT75-7YR BATTERY	1.00000	75.17
02/09/2006	CM56910607	0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	34.40
02/09/2006	CM56910607	0005 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.00000	33.47
02/21/2006	CM56910609	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	51.60
02/21/2006	CM56910609	0004 PCG0616 FILTER CPH47 PVC	1.00000	1.89
02/21/2006	CM56910609	0005 PCG6687 OIL CHEVRON SUPREME 5W-30	5.00000	6.80
02/21/2006	CM56910609	0006 PCG0005 WINDSHIELD SOLVENT YEAR ROUND	1.00000	1.63
		----- period 2006-08 ----->		204.96
04/11/2006	CM56910616	0003 E T & R TIRES C10-39 FLAT REPAIR	1.00000	15.00
		----- period 2006-10 ----->		15.00
05/22/2006	CM56910622	0003 E HAGERSTOWN AUTO C11-70 3756D TURN SIGNAL	1.00000	13.56
05/22/2006	CM56910622	0004 E HAGERSTOWN AUTO C11-72 AE-7593 BRK PADS	1.00000	44.01
05/22/2006	CM56910622	0005 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.00000	33.47
05/22/2006	CM56910622	0010 PCG6760 ANTI-FREEZE EXTENDED LIFE/RED TEXACO	1.00000	6.21
05/22/2006	CM56910622	0011 PCG6687 OIL CHEVRON SUPREME 5W-30	5.00000	7.44

Central Maintenance Charges
Vehicle Number 005691

Period(s) ?*

11/03/2014
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Date	Track #	line Identifier	Quantity	Amount
05/22/2006	CM56910622	0012 PCG0616 FILTER CPH47 PVC	1.00000	1.89
05/22/2006	CM56910622	0013 PCG6827 FILTER AF7863 AIR	1.00000	6.83
05/22/2006	CM56910622	0014 PCG0005 WINDSHIELD SOLVENT YEAR ROUND	1.00000	1.48
05/22/2006	CM56910622	0016 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.50000	50.20
05/22/2006	CM56910622	0017 PCG5728 BULB 3157, 7476	1.00000	1.80
05/22/2006	CM56910622	0018 PCG0690 FUSE SFE-20 7554 REGULAR	1.00000	.18
05/22/2006	CM56910622	0019 PCG2935 SCREW METAL 33838 TEKS 12-14 X 3/4	1.00000	.19
05/22/2006	CM56910622	0020 PCG1419 TERMINAL ELEC. 23023 RING 16-14 STUD 8-10	1.00000	.20
05/22/2006	CM56910622	0021 PCG4492 TERMINAL ELEC. 18567 END CAP	1.00000	.21
05/22/2006	CM56910622	0022 PCG5492 BULB 9006 LOW BEAM	2.00000	25.20
05/22/2006	CM56910622	0023 PCG0678 FUSE AGC-7 1/2 7561	1.00000	.15
05/22/2006	CM56910622	0024 PCG2124 TERMINAL ELEC. 23035 BUTT 16-14	2.00000	.48
05/22/2006	CM56910622	0025 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.00000	33.47
		----- period 2006-11 ----->		226.97
		----- year 2006 ----->		623.45
07/05/2006	CM56910628	0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.00000	33.47
07/05/2006	CM56910628	0004 PCG2316 TERMINAL ELEC. 23846 SEAL BUTT CONNECTOR 61-14	4.00000	3.47
		----- period 2007-01 ----->		36.94

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
07/31/2006	CM56910632	0003 E T & R TIRES C1-112 SERVICE CALL	1.00000	50.00
07/31/2006	CM56910632	0004 E T & R TIRES C1-112 FLAT REPAIR	1.00000	15.00
		----- period 2007-02 ----->		65.00
10/05/2006	CM56910641	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	113.95
10/05/2006	CM56910641	0004 PCG0616 FILTER CPH47 PVC	1.00000	1.90
10/05/2006	CM56910641	0005 PCG6687 OIL CHEVRON SUPREME 5W-30	5.00000	7.25
10/05/2006	CM56910641	0006 PCG0005 WINDSHIELD SOLVENT YEAR ROUND	1.00000	1.76
10/05/2006	CM56910641	0007 E S & S TIRES C4-28 205/75R15 COOPER	4.00000	281.00
10/05/2006	CM56910641	0008 E S & S TIRES C4-28 ND TRF TAX & DISPOSAL	1.00000	19.20
		----- period 2007-04 ----->		425.06
01/26/2007	CM56910705	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	75.96
01/26/2007	CM56910705	0004 PCG7001 5W30 MOTOR OIL (BULK)	5.00000	
01/26/2007	CM56910705	0005 PCG0616 FILTER CPH47 PVC	1.00000	1.94
01/26/2007	CM56910705	0006 PCG7004 WINDOW SOLVENT (BULK)	1.00000	
01/29/2007	CM56910706	0003 E HOFFMAN AUTO C7-105 12563996 ADAPTER	1.00000	42.28
01/29/2007	CM56910706	0004 E HOFFMAN AUTO C7-105 15326386 HO SENSOR	1.00000	19.47
01/30/2007	CM56910706	0005 E HAGERSTOWN AUTO C7-108 215 THERMOST	1.00000	5.79
01/30/2007	CM56910706	0006 E HAGERSTOWN AUTO C7-108 1076 SEAL	1.00000	1.29

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
01/30/2007	CM56910706	0007 E HAGERSTOWN AUTO C7-108 C-31275 WTR INLT	1.00000	.45
01/30/2007	CM56910706	0008 E HAGERSTOWN AUTO C7-108 C-31506 WAT OUTL	1.00000	.31
01/30/2007	CM56910706	0009 E HAGERSTOWN AUTO C7-109 25-060744 SERP BELT	1.00000	18.71
01/30/2007	CM56910706	0010 E HAGERSTOWN AUTO C7-111 AE7890M DISC BRAKE PADS	1.00000	58.36
01/30/2007	CM56910706	0011 E HAGERSTOWN AUTO C7-111 86757 ROTOR	2.00000	122.98
01/30/2007	CM56910706	0013 E HAGERSTOWN AUTO C7-111 440-1653 BRAKE DRUM	2.00000	73.98
01/30/2007	CM56910706	0014 E HAGERSTOWN AUTO C7-111 19984 OIL SEAL	2.00000	3.58
----- period 2007-07 ----->				425.10
01/29/2007	CM56910706	0016 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	4.00000	237.72
01/30/2007	CM56910706	0017 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	4.00000	237.72
01/31/2007	CM56910706	0018 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	1.00000	59.43
----- period 2007-08 ----->				534.87
05/24/2007	CM56910722	0003 E T & R TIRES C11-121 FLAT REPAIR	1.00000	15.00
----- period 2007-12 ----->				15.00
----- year 2007 ----->				1,501.97
08/24/2007	CM56910735	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	83.15
08/24/2007	CM56910735	0004 PCG0616 FILTER CPH47 PVC	1.00000	1.92
08/24/2007	CM56910735	0005 PCG7001 5W30 MOTOR OIL (BULK)	5.00000	6.56
08/24/2007	CM56910735	0006 PCG7004 WINDOW SOLVENT (BULK)	1.00000	1.49

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
08/24/2007	CM56910735	0007 E T & R TIRES C2-118 P205/75R15 REGENT	1.00000	69.33
08/24/2007	CM56910735	0008 E T & R TIRES C2-118 RECYCLE SCRAP & BALANCE FEES	1.00000	11.80
		----- period 2008-02 ----->		174.25
10/10/2007	CM56910742	0003 L03482 Allen D. Taylor Veh & Equip Maint Mech IV	1.00000	60.36
10/10/2007	CM56910742	0004 PCG0616 FILTER CPH47 PVC	1.00000	1.92
10/10/2007	CM56910742	0005 PCG6687 OIL CHEVRON SUPREME 5W-30	5.00000	8.09
		----- period 2008-04 ----->		70.37
02/15/2008	CM56910808	0003 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	.50000	22.91
		----- period 2008-08 ----->		22.91
03/18/2008	CM56910813	0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	1.50000	86.15
03/18/2008	CM56910813	0004 PCG0616 FILTER CPH47 PVC	1.00000	1.92
03/18/2008	CM56910813	0005 PCG6687 OIL CHEVRON SUPREME 5W-30	1.00000	1.62
03/18/2008	CM56910813	0006 PCG6827 FILTER AF7863 AIR	1.00000	7.65
03/18/2008	CM56910813	0007 PCG7004 WINDOW SOLVENT (BULK)	1.00000	2.11
		----- period 2008-09 ----->		99.45
		----- year 2008 ----->		366.98
06/30/2008	CM56910828	0003 E HAGERSTOWN AUTO C12-123 AE-7890M DISC BRAKE PADS	1.00000	69.20
06/30/2008	CM56910828	0004 E HAGERSTOWN AUTO C12-123 AE-514R BRK SHOE	1.00000	33.17
06/30/2008	CM56910828	0005 E HAGERSTOWN AUTO C12-123 AE-514R CORE DEPOSIT	1.00000	5.60

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

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Date	Track #	line Identifier	Quantity	Amount
06/30/2008	CM56910828	0006 E HOFFMAN AUTO C12-120 15193316 MIRROR	1.00000	88.00
06/30/2008	CM56910828	0007 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	2.50000	138.58
06/30/2008	CM56910828	0008 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	55.43
07/01/2008	CM56910828	0009 E HAGERSTOWN AUTO C12-123 AE-154R CORE RETURN	1.00000	-5.60
07/01/2008	CM56910828	0010 PCG7001 5W30 MOTOR OIL (BULK)	5.00000	7.07
07/01/2008	CM56910828	0011 PCG0616 FILTER CPH47 PVC	1.00000	1.91
07/01/2008	CM56910828	0012 PCG7004 WINDOW SOLVENT (BULK)	1.00000	1.93
----- period 2009-01 ----->				395.29
09/08/2008	CM56910838	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	59.80
09/08/2008	CM56910838	0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.00000	59.80
09/08/2008	CM56910838	0005 PCG6983 D756 DELCO BATTERY	1.00000	90.00
----- period 2009-03 ----->				209.60
10/02/2008	CM56910841	0003 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	.50000	31.28
10/02/2008	CM56910841	0004 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	.50000	29.90
10/02/2008	CM56910841	0005 E A-BARGAIN TOWING C4-9 TOWING	1.00000	59.00
10/07/2008	CM56910842	0003 E HOFFMAN AUTO C4-26 15127827 MODULE	1.00000	391.97
10/06/2008	CM56910842	0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	4.00000	228.07
10/07/2008	CM56910842	0005 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	1.00000	57.02
----- period 2009-04 ----->				797.24

Central Maintenance Charges

Vehicle Number 005691

Period(s) ?*

11/03/2014

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Date	Track #	line Identifier	Quantity	Amount
11/14/2008	CM56910847	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	1.50000	89.70
11/14/2008	CM56910847	0004 L03790 Scott G Kiser Veh. & Equip. Maint. Mech III	.50000	31.28
11/14/2008	CM56910847	0005 PCG0616 FILTER OIL PH47	1.00000	1.95
11/14/2008	CM56910847	0006 PCG7001 5W30 MOTOR OIL (BULK)	4.50000	7.91
11/14/2008	CM56910847	0007 PCG7004 FLUID WINDSHIELD WASHER	1.00000	1.54
11/18/2008	CM56910848	0003 L03637 Paul M Yeager Veh & Equip. Maint. Mech II	.50000	29.90
11/20/2008	CM56910848	0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	2.00000	114.04
11/21/2008	CM56910848	0005 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	3.00000	171.06
02/24/2008	CM56910849	0003 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	3.00000	171.06
02/25/2008	CM56910849	0004 L03870 Daniel P Craigie Veh & Equip. Maint. Mech I	1.00000	57.02
02/25/2008	CM56910849	0005 PCG6983 BATTERY D75-6YR	1.00000	90.00

----- period 2009-08 -----> 765.46

----- year 2009 -----> 2,167.59

005691 call(214) 5,409.25

Vehicle Total for Periods ?*

 =====
 5,409.25
 =====

Repair Order History

11/3/2014 8:12:47 AM

Eastern Standard Time

214 (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	PMS-000-000	\$198.65	\$138.58	\$337.23
		PERFORM B-PM. REPLACE FRONT BRAKE PADS AND REAR SHOES.					
Totals For 04887					\$198.65	\$138.58	\$337.23

04192

3/18/2008 49,206 Miles

Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$17.86	\$74.79	\$92.65
		B-Maint					
Totals For 04192					\$17.86	\$74.79	\$92.65

Totals \$5,242.03 \$8,118.34 \$13,360.37

Grand Totals \$5,242.03 \$8,118.34 \$13,360.37

Repair Order History

11/3/2014 8:12:47 AM

Eastern Standard Time

214 (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	FL0-000-000	\$391.97	\$229.15	\$621.12
	10/6 10/7	diagnosed and replaced fuel pump and module.					
Totals For 05594					\$391.97	\$229.15	\$621.12

05550

10/2/2008

Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Breakdown	FL0-000-000	\$59.00	\$52.65	\$111.65
		Road call. Check for no start have towed to CMG.					
Totals For 05550					\$59.00	\$52.65	\$111.65

05371

9/8/2008

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$90.00	\$55.43	\$145.43
		ANOTHER ROAD CALL, WON'T START. REPLACE BATTERY.					
Totals For 05371					\$90.00	\$55.43	\$145.43

05358

9/8/2008

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	MSC-000-000	\$0.00	\$55.43	\$55.43
		ROAD CALL TO SHED. WON'T START. JUMP START, CHECK ALT. CHARGING 14.2. WILL BRING TO SHOP TO CHECK BATTERY.					
Totals For 05358					\$0.00	\$55.43	\$55.43

04906

7/1/2008

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$0.00	\$55.43	\$55.43
		REPLACE DRIVER SIDE REARVIEW MIRROR.					
Totals For 04906					\$0.00	\$55.43	\$55.43

04887

6/30/2008 52,330 Miles

Paul Yeager

Repair Order History

11/3/2014 8:12:47 AM

Eastern Standard Time

214 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
05900		11/25/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$91.64	\$45.83	\$137.47
Replaced battery and took to bonebreaks for alignment.							
Totals For 05900					\$91.64	\$45.83	\$137.47

05881		11/24/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$32.59	\$207.44	\$240.03
Replaced Control arm bushings on left front upper. Fixed cracked bumper cladding. BONEBRAKES: F/E ALIGNMENT							
Totals For 05881					\$32.59	\$207.44	\$240.03

05839		11/18/2008		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$27.72	\$27.72
PICK UP AT S&S.							
Totals For 05839					\$0.00	\$27.72	\$27.72

05860		11/14/2008		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	016-000-000	\$167.20	\$229.15	\$396.35
Worked on replacing control arm bushings.							
Totals For 05860					\$167.20	\$229.15	\$396.35

05822		11/14/2008	55,712 Miles	Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$9.92	\$108.08	\$118.00
PERFORM B-PM. TAKE TO S&S FOR TIRES AND FEA.							
Totals For 05822					\$9.92	\$108.08	\$118.00

05594		10/6/2008		Daniel Craigie			
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Repair Order History

11/3/2014 8:12:47 AM

Eastern Standard Time

214 (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	001-000-000	\$6.72	\$91.66	\$98.38
		Checked ac system. Ordered new high side line and fitting. Ordered parts for driver side door.					
Totals For 07575					\$6.72	\$91.66	\$98.38

07369

7/22/2009

Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$6.34	\$68.75	\$75.09
		Ac not blowing cold. Charged system and checked for leaks.					
			Routine Work	040-000-000	\$75.39	\$45.83	\$121.22
		Replaced faulty belt tensioner.					
Totals For 07369					\$81.73	\$114.58	\$196.31

07100

6/8/2009

Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$695.52	\$91.66	\$787.18
		Checked abs codes. Ordered new abs module. 6/8 6/9 installed abs module.					
Totals For 07100					\$695.52	\$91.66	\$787.18

07098

6/8/2009 59,586 Miles

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$10.09	\$55.43	\$65.52
		PERFORM B-PM.					
Totals For 07098					\$10.09	\$55.43	\$65.52

06679

4/3/2009

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$0.00	\$55.43	\$55.43
		REPLACE HEADLAMP. CHECK OIL PRESSURE, WHEN FIRST STARTED IT SEEMS HIGH. WAS AT 68 PSI WHEN I STARTED IT. WILL LET RUN UNTIL NEXT OIL CHANGE AND REPACE OIL SENDER.					
Totals For 06679					\$0.00	\$55.43	\$55.43

Repair Order History

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214 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
08777		3/17/2010	63,410 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$276.66	\$1,411.91	\$1,688.57
Engine shakes bad. Both motor mounts bad. Replace mount on drivers side, had to pull starter to replace mount. 3-18 Put starter back and replace motor mount on pass. side and replace steering center link. 3-19 Finish up center link and replace front shocks and replace water pump and t-stat.							
Totals For 08777					\$276.66	\$1,411.91	\$1,688.57

08462		1/25/2010		Paul Yeager			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$79.41	\$110.86	\$190.27
PERFORM B-PM. REPLACE FRONT BRAKE PADS.							
Totals For 08462					\$79.41	\$110.86	\$190.27

07986		11/3/2009	61,790 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$181.05	\$181.05
Radio not working +heater and lights. Check all wiring and fuses and found 50 amp fuse blown. Checked all wiring for 2-way and checked for bare wires. Replaced fuse and everything works. 11-4 50 amp fuse blown. Disconnect 2-way radio and check all wiring. Pulled floor mat and found bare wire rubbing against park brake. Repaired wiring and wrapped other wiring in floor with tape and put back together and road test.							
Totals For 07986					\$0.00	\$181.05	\$181.05

07579		8/31/2009	60,289 Miles	Allen Taylor			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$198.88	\$317.41	\$516.29
Drivers door hinge pulled away. Remove door and cut hinge from door sill and repair to install new hinge. Install new hinge hello and put door back on and adjust. Replace inside door lock handle and paint door hinge and door edge. ok 9/1 daniel. Replaced high side line fitting. Charged system.							
Totals For 07579					\$198.88	\$317.41	\$516.29

07575		8/28/2009		Daniel Craigie			
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Repair Order History

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214 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
10449		12/14/2010		A Bargain			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	030-000-000	\$0.00	\$60.00	\$60.00
		TOWING					
			Routine Work	040-000-000	\$11.04	\$0.00	\$11.04
Totals For 10449					\$11.04	\$60.00	\$71.04

09470		7/9/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$298.73	\$91.66	\$390.39
		Brake pedal to the floor. replaced master cylinder. Began installing new power port.					
Totals For 09470					\$298.73	\$91.66	\$390.39

09191		5/18/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$11.93	\$91.66	\$103.59
		Ordered brake fluid sensor. Fixed check engine light. Intake sensor came unplugged. Replaced sensor and filled brake fluid.					
Totals For 09191					\$11.93	\$91.66	\$103.59

08840		3/25/2010		Daniel Craigie			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$174.77	\$274.98	\$449.75
		Replaced exhaust manifold gaskets and shocks. Replaced cooling gaskets.					
Totals For 08840					\$174.77	\$274.98	\$449.75

Repair Order History

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214 (Trucks) CMG

RO Number	RO Stage	Date	Meter Reading	Mechanic/Vendor			
12088		9/27/2011	70,207 Miles	Scott Kiser			
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	042-000-000	\$119.90	\$164.18	\$284.08
		Road call. Replace radiator					
Totals For 12088					\$119.90	\$164.18	\$284.08

11538	6/27/2011				Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$54.30	\$328.35	\$382.65
		Door hinge loose and bushings bad. Pull door and repair hinge and weld to cab . Replace all bushings and pins and reinstall door and adjust.					
			Routine Work	26H-000-000	\$0.00	\$197.01	\$197.01
		Wont go into park sometimes. Pull cover and check gearshift lever and found broken spring . Order spring at Hoff. Chevy. 6-29 Go get spring and install and put column back together .					
Totals For 11538					\$54.30	\$525.36	\$579.66

11055	3/25/2011				T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$104.33	\$0.00	\$104.33
Totals For 11055					\$104.33	\$0.00	\$104.33

10481	12/22/2010 67,267 Miles				Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$16.22	\$65.67	\$81.89
		B- Maintenance					
Totals For 10481					\$16.22	\$65.67	\$81.89

10474	12/16/2010				Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$609.62	\$342.12	\$951.74
		Replaced cksensor and ignition module. Fixed broken wire to ecm 1 fuse.					
Totals For 10474					\$609.62	\$342.12	\$951.74

Repair Order History

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214 (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	001-000-000	\$0.00	\$114.04	\$114.04
		Replaced ac comperssor					
			Routine Work	013-000-000	\$350.67	\$57.02	\$407.69
		Replaced front brakes and serp belt					
			Routine Work	PMS-000-000	\$10.47	\$57.02	\$67.49
		Performed pm service					
Totals For 13686					\$361.14	\$228.08	\$589.22

13479

			6/8/2012			T&R Tire	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$36.00	\$36.00
		TWO FLAT REPAIRS					
Totals For 13479					\$0.00	\$36.00	\$36.00

12934

			3/6/2012			Daniel Craigie	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	040-000-000	\$147.72	\$285.10	\$432.82
		Oil leak. Removed transmission and found small leak at oil pan dripping on exhaust. tightened oil pan bolts and checked rear main seal. Rewired neutral safety switrch					
Totals For 12934					\$147.72	\$285.10	\$432.82

12085

			9/28/2011	70,207 Miles		Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$10.18	\$89.70	\$99.88
		PERFORM B-PM. CHECK BRAKES, OK.					
Totals For 12085					\$10.18	\$89.70	\$99.88

City of Hagerstown
Repair Order History

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214 (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	79H-000-000	\$63.59	\$114.04	\$177.63
		Replaced wiper motor.					
Totals For 15690					\$63.59	\$114.04	\$177.63

15579

5/28/2013

Daniel Craigie

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$114.04	\$114.04
		Charged ac system and checked for leaks.					
Totals For 15579					\$0.00	\$114.04	\$114.04

15339

4/18/2013

KOOGLES

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$0.00	\$473.20	\$473.20
		COOLING FAN ASSY AND FLUSH SYSTEM					
Totals For 15339					\$0.00	\$473.20	\$473.20

15215

4/5/2013 76,304 Miles

Paul Yeager

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$10.24	\$59.80	\$70.04
		PERFORM B-PM.					
Totals For 15215					\$10.24	\$59.80	\$70.04

13896

8/23/2012

Scott Kiser

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	034-000-000	\$5.21	\$65.67	\$70.88
		Replace strobe light switch.					
Totals For 13896					\$5.21	\$65.67	\$70.88

13686

7/17/2012 73,251 Miles

Daniel Craigie

City of Hagerstown
Repair Order History

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214 (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	PMS-000-000	\$10.24	\$59.80	\$70.04
		PERFORM B-PM.					
Totals For 16493					\$10.24	\$59.80	\$70.04

16306 10/7/2013 78,928 Miles

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$14.82	\$623.87	\$638.69
		Remove door and work on hinge on door sill. Install steel plate inside sill and bolt together. 10-8 Finish up hinge and weld and repair hinges on door. Install new pins and bushings and put door back on. Install steel plate behind door striker and adjust and finish up truck.					
Totals For 16306					\$14.82	\$623.87	\$638.69

16021

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	032-000-000	\$73.13	\$59.80	\$132.93
		ROAD CALL TO SHED. JUMP START AND BRING TO SHOP. REPLACE BAD BATTERY. CHECK CHARGING SYSTEM, OK.					
Totals For 16021					\$73.13	\$59.80	\$132.93

15916

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$0.00	\$18.00	\$18.00
		FLAT REPAIR					
Totals For 15916					\$0.00	\$18.00	\$18.00

15752

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	001-000-000	\$291.92	\$114.04	\$405.96
		replaced ac compressor and charged system.					
Totals For 15752					\$291.92	\$114.04	\$405.96

15690

Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount

Repair Order History

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214 (Trucks) CMG

RO Number	RO Stage		Date	Meter Reading	Mechanic/Vendor		
18525			10/20/2014		T&R Tire		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	017-000-000	\$30.00	\$0.00	\$30.00
Totals For 18525					\$30.00	\$0.00	\$30.00

18374	9/24/2014				Allen Taylor		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	002-000-000	\$22.10	\$131.34	\$153.44
		Remove drivers door andstraighten hinge and replace pins and bushings and put door back on.					
Totals For 18374					\$22.10	\$131.34	\$153.44

18185				8/26/2014	85,737 Miles	Paul Yeager	
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	PMS-000-000	\$11.86	\$59.80	\$71.66
		PERFORM B-PM.					
Totals For 18185					\$11.86	\$59.80	\$71.66

17635				5/22/2014	82,701 Miles	Paul Yeager		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount	
			Routine Work	PMS-000-000	\$271.91	\$89.70	\$361.61	
		PERFORM B-PM. TAKE TO MCCARTHY FOR 2 TIRES AND FEA.						
Totals For 17635					\$271.91	\$89.70	\$361.61	

17471	4/24/2014				Daniel Craigie		
Vendor (Invoice)	Date	Work Description	Repair Reason	VMRS Code	Parts Amount	Labor Amount	Total Amount
			Routine Work	013-000-000	\$109.29	\$171.06	\$280.35
		Replaced front pads/rotors. greased bearings Checked and adjusted rear brakes.					
Totals For 17471					\$109.29	\$171.06	\$280.35

16493		11/6/2013	79,449 Miles	
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BLANKET PURCHASE ORDER

STATE OF MARYLAND

BPO NO: 001B4400368

***** STATE OF MARYLAND *****

PRINT DATE: 01/29/14

PAGE: 01

SHIP TO:

AS SPECIFIED ON INDIVIDUAL ORDERS

VENDOR ID: 1510381749
HERTRICH FLEET SERVICES INC
1123 INDUSTRIAL PKWY

DENTON, MD 21629
(800) 698-9825

REFER QUESTIONS TO:

IRIS LESTER
(410) 767-4612
IRIS.LESTER@DGS.STATE.MD.US

ITB: 001IT819344

EXPR DATE: 12/31/14
POST DATE: 12/23/13

DISCOUNT TERMS: . NET 30 DAY
CONTRACT AMOUNT: .00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

MODIFICATION NO. 1: THIS MODIFICATION IS TO CORRECT THE DESCRIPTIONS ON LINE 0002, 0003, 0006, 0008 AND 0009, EFFECTIVE 1/28/14.

=====
STATEWIDE CONTRACT
FOR
VANS & SUV'S - MODEL YEAR 2014
=====

TERM OF CONTRACT:

CONTRACT PERIOD: ONE (1) YEAR FROM DATE OF AWARD OR UNTIL PRODUCTION IS CUT OFF BY THE MANUFACTURER (WHICHEVER COMES FIRST). SUCCESSFUL VENDOR MUST NOTIFY THE PROCUREMENT OFFICER FOR THE STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES REGARDING PRODUCTION CUT-OFF DATES AS SOON AS THE DEALERSHIP IS NOTIFIED BY THE MANUFACTURER.

BASIS OF AWARD:

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WAS MADE TO THE RESPONSIBLE BIDDER SUBMITTING THE LOWEST RESPONSIVE BID ON A LINE BY LINE BASIS (VEHICLE TYPE BY VEHICLE

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B4400368

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TERMS (cont'd):

TYPE). OPTION PRICES WILL NOT BE INCLUDED IN THE EVALUATION.

ALL QUOTATIONS ARE TO BE NET, CASH DISCOUNTS FOR ANY PERIOD WILL NOT BE ALLOWED. PRICES QUOTED SHOULD REFLECT DELIVERY F.O.B.DESTINATION TO ANY POINT WITHIN MARYLAND FOR ALL VEHICLE TYPES.

ALL BIDDERS SHALL SUBMIT A LIST OF "STANDARD" OPTIONS WITH THEIR BIDS.

ALSO, FOR ANY OPTION NOT LISTED, ALL BIDDERS SHALL STATE DISCOUNT FROM MANUFACTURER'S LIST PRICE (% OFF). LIST DISCOUNT PERCENTAGE IN THE ALTERNATE DESCRIPTION SECTION OF YOUR BID.

NO TRADE-INS ARE INVOLVED. SUCCESSFUL BIDDER WILL, HOWEVER, BE RESPONSIBLE FOR LICENSE TAG TRANSFERS FROM THE STATE VEHICLE BEING REPLACED TO THE NEW VEHICLE AT THE POINT OF DELIVERY OR MARYLAND TEMPORARY TAGS WHICHEVER IS APPLICABLE.

QUANTITIES ARE ESTIMATES ONLY AND ARE NOT TO BE CONSTRUED AS ANY MINIMUM OR MAXIMUM GUARANTEE. BIDS WHICH LIMIT QUANTITIES IN ANY WAY WILL NOT BE CONSIDERED OR ACCEPTED

PROCESSING FEE

1.

CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACT'S UNIT PRICES.

2. THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO THE PROCUREMENT OFFICER.

3. FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENTS MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICHEVER IS HIGHER.

BLANKET PURCHASE ORDER
STATE OF MARYLAND

***** STATE OF MARYLAND *****
BPO NO: 001B4400368 PRINT DATE: 01/29/14

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	07048-090000	EA	21,478.0000

VEHICLE, TYPE 9 4WD COMPACT UTILITY

VEHICLE, TYPE 9, FOUR (4) WHEEL DRIVE COMPACT UTILITY VEHICLE
PER THE ATTACHED ST OF MD SPECIFICATIONS.

2014 DODGE JOURNEY SXT AWD JCEE49

0002	07048-100000	EA	29,164.0000
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VEHICLE, TYPE 10.1, FULL SIZE UTILITY VEHICLE EXTENDED (E-85)
ETHANOL
PER THE ATTACHED ST OF MD SPECIFICATIONS. SPECIFY MAKE AND MODEL

2014 FORD EXPEDITION EL K1F

ADDITION FOR 4 WHEEL DRIVE W/SHIFT ON THE FLY \$2,896.00
ADDITION FOR TOW PACKAGE W/HEAVY DUTY COOLING: \$389.00

0003	07048-100000	EA	27,983.0000
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VEHICLE, TYPE 10-C, FOUR (4) WHEEL DRIVE FULL SIZE UTILITY VEHICLE
PER THE ATTACHED ST OF MD SPECIFICATIONS.

FORD EXPEDITION RL 4WD U1G - BUCKET SEATS

0004	07048-10M000	EA	25,262.0000
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VEHICLE, TYPE 10M 4WD MID SIZE UTILITY

VEHICLE, TYPE 10-M, FOUR (4) WHEEL DRIVE MID-SIZE UTILITY VEHICLE
PER THE ATTACHED ST OF MD SPECIFICATIONS.

CHEVROLET TRAVERSE LS AWD CV14526
V8 IS NOT AVAILABLE

BLANKET PURCHASE ORDER
STATE OF MARYLAND

***** STATE OF MARYLAND *****

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PRINT DATE: 01/29/14

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0005	07048-11C000	EA	20,151.0000

VEHICLE, TYPE 11C, ETHANOL FUELED 7 PASSENGER MINIVAN.

VEHICLE, TYPE 11-C, FLEX FUELED SEVEN (7) PASSENGER MINI WAGON/VAN
(E-85) ETHANOL, PER THE ATTACHED ST OF MD SPECIFICATIONS.

DODGE GRAND CARAVAN RTKH53

ADDITION FOR REAR AIR CONDITIONING/HEAT: \$475.00

0006	07048-13C000	EA	19,448.0000
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VEHICLE, TYPE 13C, FULL SIZE 8 PASSENGER WAGON, ETHANOL

VEHICLE, TYPE 13-C, FLEX FUELED FULL SIZE EIGHT (8) PASSENGER WAGON
/VAN (E-85) ETHANOL, PER THE ATTACHED ST OF MD SPECIFICATIONS.

FORD ECONOLINE E-150 E1B

ADDITION FOR REAR AIR CONDITIONING/HEAT: \$820.00

ADDITION FOR SLIDING DOORS: NO CHARGE

0007	07048-16C000	EA	16,863.0000
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VEHICLE , TYPE 16C, 1/2 TON CARGO VAN, ETHANOL

VEHICLE, TYPE 16-C, FLEX FUELED 1/2 TON CARGO VAN (E-85) ETHANOL
PER THE ATTACHED ST OF MD SPECIFICATIONS.

FORD ECONOLINE E-150 E1E

ADDITION FOR REAR AIR CONDITIONING/HEAT: \$820.00

ADDITION FOR REAR GLASS DOORS: 59.00

ADDITION FOR ALL WHEEL DRIVE (AWD): NOT AVAILABLE

0008	07048-170000	EA	17,938.0000
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VEHICLE, TYPE 17-C, FULL SIZE 3/4 TON CARGO VAN (E-85) ETHANOL

*** CONTINUED, NEXT PAGE ***

**BLANKET PURCHASE ORDER
STATE OF MARYLAND**

BPO NO: 001B4400368

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<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
---------------	----------------------	------------	------------------

PER THE ATTACHED ST OF MD SPECIFICATIONS.

FORD ECONOLINE E-250 E2E

ADDITION FOR REAR AIR CONDITIONING/HEAT: \$820.00

ADDITION FOR DUAL REAR DOORS W/GLASS: \$59.00

ADDITION FOR TINTED GLASS IS STANDARD

0009	07048-180000	EA	20,553.0000
------	--------------	----	-------------

VEHICLE, TYPE 18-C, FULL SIZE 1-TON CARGO VAN (E-85) ETHANOL
PER THE ATTACHED ST OF MD SPECIFICATIONS.

FORD ECONOLINE E350 E3E

ENTER THE FOLLOWING OPTION PRICING INTO THE COMMENT SECTION OF THE
BID RESPONSE. (THESE OPTIONS WILL NOT FACTOR INTO THE EVALUATION OF
THE BID FOR AWARD PURPOSES.)

ADDITION FOR REAR AIR CONDITIONING/HEAT: \$820.00

ADDITION FOR DUAL REAR DOORS (AGENCY MAY SPECIFY W/GLASS): \$59.00

ADDITION FOR TINTED GLASS: IS STANDARD

END OF ITEM LIST

ONLY THE SPECIFIC MODEL VEHICLES LISTED WILL BE CONSIDERED. NO
SUBSTITUTES.

COLOR: TO BE ANY SOLID COLOR AS SHOWN IN MANUFACTURER'S COLOR
SELECTOR ON MODEL BID. WHETHER COLOR IS STANDARD OR OPTIONAL, THE
COLOR MUST BE PART OF BASE BID.

AT TIME OF DELIVERY FROM DEALER, EACH VEHICLE SHALL CONTAIN A MINIMUM
OF FIVE (5) GALLONS OF GASOLINE.

ALL BIDDERS MUST POSSESS A VALID STATE OF MARYLAND MOTOR VEHICLE
ADMINISTRATION (MVA) DEALER'S LICENSE. ALL BIDDERS MUST ALSO POSSESS
A VALID STATE OF MARYLAND MOTOR VEHICLE ADMINISTRATION SALESMAN'S
LICENSE. A COPY OF THE AFOREMENTIONED LICENSES MUST BE PROVIDED UPON
REQUEST.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

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TERMS (cont'd):

VEHICLE MUST BE DELIVERED WITH A CERTIFICATE OF ORIGIN.

THERE IS TO BE NO DEALER IDENTIFICATION ATTACHED TO THE NEW VEHICLE.

VENDOR WILL BE REQUIRED UPON DELIVERY TO SUBMIT A CERTIFICATE SHOWING THAT THE VEHICLE WAS SERVICED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED NEW MOTOR VEHICLE PREPARATION CHECK SHEET. THIS CERTIFICATION IS TO BE SIGNED BY THE PERSON WHO SERVICED THE VEHICLE, AS WELL AS THE OWNER AND/OR DESIGNATED REPRESENTATIVE OF MANAGEMENT.

ALL BIDDERS MUST SUBMIT WRITTEN EVIDENCE WITH BIDS SHOWING A MINIMUM WARRANTY ON POWER TRAIN OF 6 YEARS/60,000 MILES AND A MINIMUM VEHICLE WARRANTY OF 1 YEAR/12,000 MILES. THERE SHALL BE ZERO (-0-) DEDUCTIBLE ON THE WARRANTY.

STANDARD AND/OR EXTENDED WARRANTY PAPERS MUST BE GIVEN AT TIME OF VEHICLE DELIVERY.

ANY REDUCTION OF PRICES DURING THE PERIOD OF THIS CONTRACT SHALL BE PASSED ON TO THE STATE OF MARYLAND.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

WARRANTY AND SERVICE IS TO BE HONORED AT MANUFACTURER'S DEALERSHIPS, REGARDLESS OF WHICH DEALER IS THE SUCCESSFUL BIDDER. SHOULD THERE BE ANY DIFFERENCE IN FLEET WARRANTY AND RETAIL WARRANTY, IT MUST BE SO INDICATED WITH YOUR BID.

USAGE REPORTS: SUCCESSFUL VENDOR(S) MUST PROVIDE USAGE FIGURES FOR ALL VEHICLES PURCHASED AGAINST THIS CONTRACT. INFORMATION MUST INCLUDE ALL POLITICAL SUBDIVISIONS AND NON-PROFIT ORGANIZATIONS. STATISTICS MUST BE CATEGORIZED BY ORDERING ENTITY AND TYPE OF VEHICLE. USAGE REPORTS MUST BE PROVIDED ON A QUARTERLY BASIS. VENDORS WHO ARE DETERMINED TO BE IN DEFAULT OF THIS MANDATORY REPORT REQUIREMENT WILL NOT BE ALLOWED TO BID ON ANY FUTURE REQUIREMENTS. REPORT SHALL BE SENT IN EXCEL FORMAT AND EMAILED TO THE DGS PROCUREMENT OFFICER.

THE MARYLAND DEPARTMENT OF GENERAL SERVICES' "TERMS AND CONDITIONS FOR COMMODITY CONTRACTS OVER \$25,000" INCORPORATED HEREIN BY REFERENCE.

*** CONTINUED, NEXT PAGE ***

BLANKET PURCHASE ORDER

STATE OF MARYLAND

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TERMS (cont'd):

PURSUANT TO ARTICLE 41, SECTION 18-201 OF THE ANNOTATED CODE OF MARYLAND, EXCEPT AS PROVIDED IN (B) THE FOLLOWING ENTITIES MAY PURCHASE MATERIALS, SUPPLIES, AND EQUIPMENT UNDER THIS CONTRACT:

- (1) A COUNTY OR BALTIMORE CITY;
- (2) A MUNICIPAL CORPORATION;
- (3) A GOVERNMENTAL AGENCY IN THE STATE;
- (4) A PUBLIC OR QUASI-PUBLIC AGENCY THAT:

- (I) RECEIVES STATE MONEY; AND
- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501(C) (3) OF THE INTERNAL REVENUE CODE:

- (5) A PRIVATE ELEMENTARY OR SECONDARY SCHOOL THAT:

- (I) EITHER HAS BEEN ISSUED A CERTIFICATE OR APPROVAL FROM THE STATE BOARD OF EDUCATION OR IS ACCREDITED BY THE ASSOCIATION OF INDEPENDENT SCHOOLS; AND

- (II) IS EXEMPT FROM TAXATION UNDER SECTION 501 (C) (3) OF THE INTERNAL REVENUE CODE:

OR

- (6) A NONPUBLIC INSTITUTION OF HIGHER EDUCATION UNDER SECTION 17-106 OF THE EDUCATION ACTICLE.

A PRIVATE ELEMENTARY OR SECONDARY SCHOOL OR A NONPUBLIC INSTITUTION OF HIGHER EDUCATION MAY NOT PURCHASE RELIGIOUS MATERIALS UNDER THIS CONTRACT

THE RIGHT TO PURCHASE UNDER THIS SECTION SHALL BE IN ADDITION TO, BUT NOT IN SUBSSITUTION FOR, THE APPLICABLE PURCHASING POWER GRANTED TO ANY OF THE LISTED ENTITIES PURSUANT TO ANY STATUTORY OR CHARTER PROVISION.

ALL PURCHASES UNDER THIS CONTRACT BY ANY SUCH ENTITY WHICH IS NOT A UNIT OR AGENCY OF THE STATE OF MARYLAND FOR WHICH THE STATE OF MARYLAND MAY BE HELD LIABLE IN CONTRACT (1) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT BETWEEN THE CONTRACTOR AND THAT ENTITY ONLY, (2) SHALL NOT CONSTITUTE A PURCHASE OR CONTRACT OF THE STATE OF MARYLAND, (3) SHALL NOT BE BINDING OR ENFORCEABLE AGAINST THE STATE OF MARYLAND OR ANY OF ITS UNITS OR AGENCIES, AND (4) MAY BE SUBJECT TO OTHER TERMS AND CONDITIONS AGREED TO BY THE CONTRACTOR, AND THE PURCHASER. CONTRACTOR BEARS THE RISK OF DETERMING WHETHER OR NOT ANY ENTITY FROM WHICH THE CONTRACTOR RECEIVES AN ORDER UNDER THE CONTRACT IS A UNIT OR AGENCY OF THE STATE OF MARYLAND SUCH THAT THE CONTRACT MAY BE ENFORCED AGAINST THE STATE OF MARYLAND.

***** LAST PAGE *****

AUTHORIZED BY: *Kenneth J. Brown*

BUYER AUTHORIZED DESIGNEE

DATE: 1/28/14
(Revised)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Water: Fire Hydrants - HD Suppl't Waterworks, LTD (Martinsburg, WV) \$46,382.25

Mayor and City Council Action Required:

Requested approval of the Water Consent Agenda HD Supply Waterworks Hydrant Inventory in the amount of \$46,382.25.

Discussion:

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.

Financial Impact:

52-130000 (MSWF) will be utilized

Recommendation:

Recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 112514

ATTACHMENTS:

File Name	Description
Water Consent Agenda HD Supply Waterworks Hydrant Inventory 112514.xls	Water Consent Agenda HD Supply Waterworks Hydrant Inventory 112514
Water Division Hydrant Quote HD Supply 112514.pdf	Water Division Hydrant Quote HD Supply 112514

Approval For:	
Consent Agenda: X	
New Business:	

Quantity (feet)	Description	Value
15	Fire Hydrants (4-foot Hagerstown Thread) - \$1,806.13 each	\$ 27,091.95
10	Fire Hydrants (5-foot Hagerstown Thread) - \$1,929.03 each	\$ 19,290.30
	TOTAL	\$ 46,382.25

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.

Business Name: HD Supply Waterworks, LTD.
Address: PO Box 764
City, State: Martinsburg, WV 25402

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>

Comments

Department Manager (required on all unbudgeted items):

Purchase is part of the Water Fund CIP Improvements - account 52-85001-5891-C0709. Sole Source Compatible Equipment.



Water Operations Manager

October 30, 2014

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

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	15	EA	ACIPCO B84B 6 VO 4-0 HYD HAGER STOWN 6IN VALVE OPENING	1,806.13	27,091.95
20	10	EA	ACIPCO B84B 6 VO 5-0 HYD HAGER STOWN 6IN VALVE OPENING	1,929.03	19,290.30
Subtotal:					46,382.25
Tax:					.00
Bid Total:					46,382.25

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Water: Replace Chlorine Regulators at R.C. Willson - Environmental Service and Equipment Company, Inc. (Marcus Hook, PA) \$26,420

Mayor and City Council Action Required:

Requested approval of the Water Division Consent Agenda Chlorine Regulator Upgrade to the Willson WTP in the amount of \$26,420.

Discussion:

Replacement of the existing obsolete chlorine regulators and auto switch-over units at the RC Willson Water Treatment Plant with Seimans units. Sole source compatible equipment.

Financial Impact:

Account 52-85001-5892 currently has \$148,370 and the expenditure is \$26,420.

Recommendation:

Requested approval

Motion:

Consent Agenda

Action Dates:

Regular Session 11/25/14

ATTACHMENTS:

File Name	Description
 Water_Division_Consent_Agenda_Chlorine_Regulator_Upgrade_Willson_WTP_112514.pdf	Water Division Consent Agenda Chlorine Regulator Upgrade Willson WTP in the amount of \$26,420.
 Water_Division_Chlorine_System_Upgrade_Willson_112514.pdf	Water Division Chlorine System Upgrade Willson 112514

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

Quantity (feet)	Description	Value
1	Replace Chlorine Regulators and Auto-Switch-over Units	\$ 26,420.00
	Sole Source	
	TOTAL	\$ 26,420.00

Replacement of the existing obsolete chlorine regulators and auto switch-over units at the RC Willson Water Treatment Plant with Seimans units. Sole source compatible equipment.

Business Name: Environmental Service and Equipment Company, Inc.
Address: 7 W. 9th Street
City, State: Marcus Hook, PA 19061

[illegible]

Comments**Department Manager (required on all unbudgeted items):**

Replacement of the existing obsolete chlorine regulators and auto switch-over units at the RC Willson Water Treatment Plant with Seimans units. Sole source compatible equipment.



Water Operations Manager

October 30, 2014

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



**Environmental Service
& Equipment Company, Inc.**

Sept. 24, 2014

City of Hagerstown
10802 Wter Works Road
Williamsport, MD 21795
Attn. William B. Luhn

Re: Wallace & Tiernan Switchover System

ENVIRONMENTAL SERVICE is pleased to provide the following
chlorination equipment and installation:

- 2 - Wallace & Tiernan Model 55-400 panel mounted
automatic cylinder switchover valves with a
capacity of 3000 PPD each
- 2 - Pressure relief valves
- 6 - 3/4" PVC isolation valves
- 1 - Poly panel 1/2" thick, wall mounted
Above listed equipment to be mounted and prepiped
on the poly panel
- 1 - Hydro chlorine vent arrestor to eliminate false
chlorine leak detection

Total Cost \$12,170.00

Installation to Include:

- Install 1/2" poly panel on wall.
- Remove two existing 1" PVC lines from ton cylinder
room to new chlorinators.
- New 1" PVC line from new panel to new chlorinators
- New 5/8" poly tubing from new poly panel to
existing ton cylinders.
- New vent tubing to new Hydro vent arrestor.

Total cost \$2,400.00

Ralph S. Bucci

Terms: Net 30 days



**Environmental Service
& Equipment Company, Inc.**

Sept. 24, 2014

City of Hagerstown
10802 Water Works Road
Williamsport, MD 21795

Attn. William B. Luhn

Re: Wallace & Tiernan Chlorination System
Ton Cylinder Vacuum Regulators

ENVIRONMENTAL SERVICE is pleased to provide the following
chlorination equipment and installation:

3 - Wallace & Tiernan Model 510 M manual vacuum
regulators including:

Ton cylinder mounting kit
High capacity vent screen
115 volt heater

Total cost \$7,050.00

Installation to include:

1 - 3/4" PVC manifold mounted on wall and connected
to new poly switchover panel
3 - 1/2" PVC ton cylinder isolation valves
mounted on new manifold

Total cost \$1,150.00

Optional:

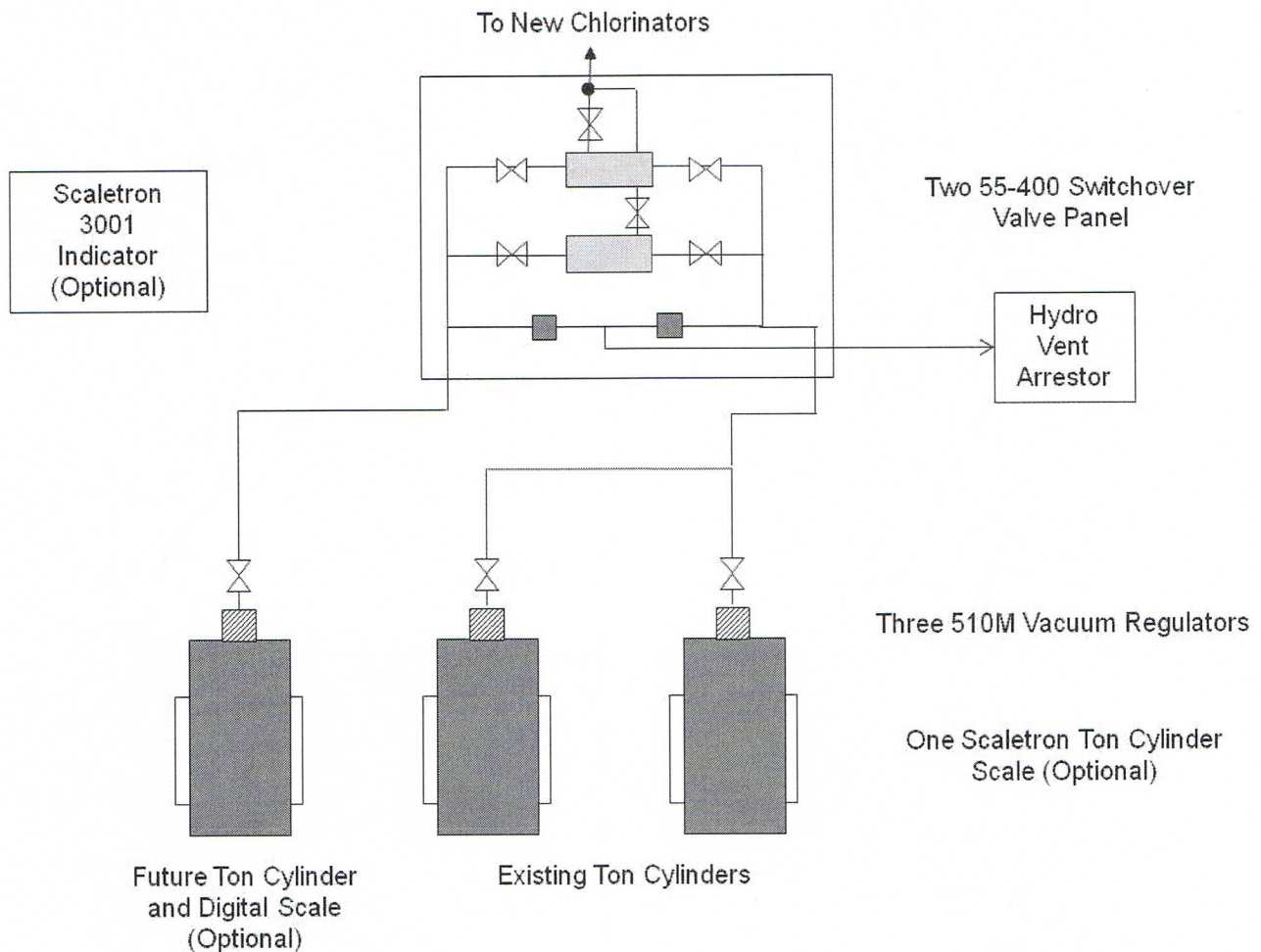
1 - Scaleton Model 3001 ton cylinder scale with
Digital readout and 4-20 mA output signal

Total cost \$3,480.00
Estimated freight 170.00

Ralph S. Bucci

Terms Net 30 days

7 W. 9TH STREET MARCUS HOOK, PA 19061
TELEPHONE: (610)497-5900 FAX: (610) 497-3293



**City of Hagerstown, MD
Ton Cylinder Switchover System
Environmental Service & Equipment Company, Inc.
September 2, 2014**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Water: Engineering Services for Edgemont Dam Services - Triad Engineering (Hagerstown, MD) \$53,400

Mayor and City Council Action Required:

Requested approval of the Water Division Memo for Triad Scope of Services Contract at Edgemont in the amount of \$53,400.

Discussion:

In order to satisfy the regulatory requirements of the Maryland Department of the Environment's Dam Safety Division, Staff requests that we move forward with the approval of the Engineering Services Contract with Triad Engineering in the amount of \$53,400. This is a continuation of the ongoing work required to meet the Maryland Department of the Environment Dam Safety Division requirements for High Hazard Dams. Triad Engineering has been the Engineer of Record since 2006 and was associated with a formal bidding process to complete the initial geotechnical evaluation of the ogee and spillway movement and seepage. They also prepared the specifications for improvements to the earthen dam toe drain drainage system. Triad was also awarded the contract for the development and annual update of the Emergency Action Plans for the Edgemont and Smithburg Dams.

Financial Impact:

Account # 5285001-5814 has a current balance of \$149,200 and a requested expenditure of \$53,400.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 11/25/14

ATTACHMENTS:

File Name	Description
☐ Water Division Memo for Triad Scope of Services Contract at Edgemont 112514.doc	Water Division Memo for Triad Scope of Services Contract at Edgemont 112514
☐ Water Division Triad Engineering Edgemont Analysis 112514.pdf	Water Division Triad Engineering Edgemont Analysis 112514
	Water Division Edgemont

❏ [Water_Division_Edgemont_Dam_MDE_Letter_112514.pdf](#)

Dam MDE
Letter
112514

❏ [Water_Divison_Edgemont_Breach_Analysis_and_EAP_Triad_Scope_of_Service_112514.pdf](#)

Water
Divison
Edgemont
Breach
Analysis
and EAP
Triad Scope
of Service
112514

❏ [Water_Division_Edgemont_Triad_Scope_of_Services_Toe_Seepage_112514.pdf](#)

Water
Division
Edgemont
Triad Scope
of Services
Toe
Seepage
112514

❏ [Water_Division_Edgemont_Triad_Scope_of_Services_Spillway_Floor_112514.pdf](#)

Water
Division
Edgemont
Triad Scope
of Services
Spillway
Floor
112514

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

November 25, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Michael S. Spiker, Director of Utilities *MSSpiker*
Nancy Hausrath, Water Operations Manager

SUBJECT: Edgemont Reservoir

ACTION: Requested approval of the Triad Engineering Services Contract

In order to satisfy the regulatory requirements of the Maryland Department of the Environment's Dam Safety Division, Staff requests that we move forward with the approval of the Engineering Services Contract with Triad Engineering in the amount of \$53,400. This is a continuation of the ongoing work required to meet the Maryland Department of the Environment Dam Safety Division requirements for High Hazard Dams. Triad Engineering has been the Engineer of Record since 2006 and was associated with a formal bidding process to complete the initial geotechnical evaluation of the ogee and spillway movement and seepage. They also prepared the specifications for improvements to the earthen dam toe drain drainage system. Triad was also awarded the contract for the development and annual update of the Emergency Action Plans for the Edgemont and Smithburg Dams.

Staff will be available at the November 18 Work Session to discuss the information listed above.

Approval For:	
Consent Agenda:	
New Business:	X

Ongoing work to meet Maryland Department of the Environment Dam Safety Division requirements for High Hazard Dams. Triad Engineering has been the Engineer of Record since 2006 associated with a formal bidding process to complete the initial geotechnical evaluation of the ogee and spillway movement and seepage and to prepare the specifications for improvements to the earthen dam toe drain drainage system. Triad was also awarded the contract for the development and annual update of the Emergency Action Plans for the Edgemont and Smithburg Dams.

Business Name: Triad Engineering, Inc.
Address: 1075-D Sherman Avenue
City, State: Hagerstown, MD 21740

Other Vendors:

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Ongoing work to meet Maryland Department of the Environment Dam Safety Division requirements for High Hazard Dams. Triad Engineering has been the Engineer of Record since 2006 associated with a formal bidding process to complete the initial geotechnical evaluation of the ogee and spillway movement and seepage and to prepare the specifications for improvements to the earthen dam toe drain drainage system. Triad was also awarded the contract for the development and annual update of the Emergency Action Plans for the Edgemont and Smithburg Dams.



Water Operations Manager

October 30, 2014

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



MARYLAND DEPARTMENT OF THE ENVIRONMENT

Water Management Administration • Dam Safety Division
1800 Washington Blvd, Suite 440 • Baltimore, MD 21230-1708
Phone: (410) 537-3538 or 1-800-633-6101 ext.3538 • FAX (410) 537-3553

Martin O'Malley
Governor

Robert M. Summers, Ph.D.
Secretary

Anthony G. Brown
Lieutenant Governor

August 21, 2014

Ms. Nancy Hausrath
Water Department
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

Subject: Inspection of Warner Gap Hollow Dam/Edgemont Reservoir and
Recommendations for Remedial Actions
MDE Dam No. 6

Dear Ms. Hausrath:

On July 17, 2014, following the exercise of the lake drain valve by the City of Hagerstown (City), the Maryland Department of the Environment, Dam Safety Division (MDE) inspected the Warner Gap Hollow Dam. The dam is currently considered to be in "unacceptable" condition and in need of repair.

This letter summarizes the inspection findings and recommendations for additional investigations and remedial measures. The following items were noted during the inspection:

1. The reservoir level was approximately 10 feet below the ogee spillway crest.
2. City staff successfully opened, lubricated, and closed the drain valve (30-inch sluice gate). The gate was opened approximately one foot (150 turns of the crank) to verify that it was functional and then closed when movement of the riprap in the outfall channel was observed and there was a concern that scour of the discharge channel had occurred.
3. The woody vegetation and brush previously observed on the upstream and downstream slopes of the dam have been removed. However, trees, brush, and vines that remain around the masonry retaining walls at the lake drain outlet obscure the outfall and need to be removed.
4. There was no flow from the temporary seepage monitoring pipe installed at the downstream toe near the right abutment earlier this year. However, a relatively high

seepage flow of 7 gallons per minute (gpm), as well as new seepage flows from several adjacent areas at the toe of the dam that totaled about 10-15 gpm, were noted on May 15, 2014. This occurred when a rainstorm rapidly raised the reservoir level from 10 feet below the spillway to 0.6 feet above the ogee spillway weir.

5. There was minimal seepage flow from the spillway underdrain system outfall pipe at the downstream end of the spillway. However, based on previous monitoring reports, the flow in the spillway underdrain essentially stops when the reservoir level is more than 6.5 feet below the spillway crest.
6. Vertical settlement of one section of the spillway at the left side has resulted in spalling of the wall at a joint and cracking of the floor slab. The settlement is estimated to be about 1.5 inches, but has not changed since Triad Engineering installed a simple monitoring system in about 2010.
7. Minor bulges and undulations in the rockfill on the downstream slope have not changed significantly since previous inspections.

Recommendations

Based on monitoring data submitted to MDE by the City, flow from the new seepage area at the downstream toe of the dam near the right abutment essentially ceases when the reservoir level is 5 or more feet below the spillway crest. Similarly, seepage from the spillway underdrain system is greatly diminished when the reservoir level is more than 6.5 feet below the spillway crest. Although the City currently attempts to maintain the reservoir elevation at least 7 feet below the crest by manipulation of valves on the water intake structure, a single rainstorm like the one that occurred on May 15 can rapidly raise the reservoir level to a point where seepage occurs.

Because such uncontrolled seepage can lead to catastrophic failure of the dam, MDE recommends that the City make modifications to the spillway weir to minimize the constant need to manipulate discharge through the water mains or to operate the drain gates. This could be accomplished by cutting a notch or orifice through the ogee weir to maintain the normal reservoir level at least 6.5 feet (or other value determined by the City's engineer and approved by MDE) below the spillway crest.

It is understood that Triad Engineering is preparing a proposal to investigate the source of the newly observed seepage at the toe of the dam and seepage under the spillway and to prepare plans for remedial repairs. MDE recommends that a seepage control berm be constructed along entire downstream toe of the dam to the upper elevation of the zone in which the roots of large trees were removed in 2009.

Prior to developing an investigation plan it is recommended that the engineer thoroughly review the reports of previous geotechnical and geophysical investigations. MDE has recently provided Triad Engineering with the following reports:

1968 Edgemont Dam Investigation of Leakage With Remedial Grouting, Whitman Requardt
1979 Edgemont Dam Phase I Report, MD Dam Safety for U.S. Army Corps of Engineers
1991-03 Edgemont Dam Geotechnical Investigation, Whitman Requardt
2009-02-09 Edgemont Final Triad Geotechnical and Enviroscan Geophysical Seepage Survey

Drilling in a dam, or along its toe, without first completely draining the reservoir is an inherently risky activity, especially when there are indications of a problem such as the recently observed seepage. A waterway construction permit from the Dam Safety Division is required prior to the drilling of any test borings in or near the dam embankment. Drilling in a dam should follow the guidance provided by the U. S. Army Corps of Engineers in its engineering reference document "*Procedures For Drilling In Earth Embankments*" (publication number ER 1110-1-1807). It is essential that such work be closely supervised at all times by a qualified engineer. In addition, the drilling contractor should have sufficient experience, personnel, equipment, and granular filter material stockpiled on site in order to take emergency action in the event that excessive seepage is encountered. All personnel should have access to the current Emergency Action Plan (EAP) in the event that an emergency situation develops that could require evacuation of downstream residents or closure of roads.

A waterway construction permit is not required to drill shallow exploratory holes in the spillway floor to evaluate potential voids and seepage areas beneath the slab. However, sketches showing the hole locations and the exploration procedures for drilling and repairing the holes must be submitted to MDE for the approval prior to starting the work.

The original cast iron lake drain pipe was found to be cracked and leaking when it was inspected in the early 1990's. When the dam was upgraded in 1993 the lake drain pipe was sliplined with a fiberglass sleeve grouted in place. However, to our knowledge, the pipe has not been inspected since it was repaired. It is recommended that a video inspection of the lake drain pipe be conducted to determine its current condition.

Finally, the dam breach inundation area map included in the current EAP is based on dam failure modeling of the Probable Maximum Flood (PMF) completed in the 1980s. In order to validate the map MDE, recently utilized a new GIS-based dam breach modeling tool, called DSS-WISE, developed by the US Department of Homeland Security, to perform a "brim-up" breach analysis. The resulting inundation area is much larger than the inundation map included in the EAP. However, the new tool is not a substitute for traditional dam failure modeling and MDE recommends that the City's engineer perform an updated breach analysis for the following situations: 1. sunny day failure; 2. brim-up failure, 3. failure during the 100-year storm, and 4. failure during the PMF.

MDE intends to begin drafting a formal Consent Agreement with the City of Hagerstown that establishes timeframes for permanent repair or removal of the Edgemont Reservoir/Warner Gap Hollow Dam.

Ms. Nancy Hausrath

August 21, 2014

Page 4

If you have any questions, please contact me by email hal.vanaller@maryland.gov or by phone at (443) 271-8123, or Mr. Brian Clevenger, Manager of the Sediment, Stormwater, and Dam Safety Program at (410) 537-3554.

Sincerely,

A handwritten signature in blue ink, reading "Harald W. Van Aller". The signature is fluid and cursive, with a long horizontal stroke at the end.

Harald W. Van Aller, P.E.

Geotechnical Engineer

Dam Safety Division

Cc: Brian Clevenger, MDE
John Grace, MDE

October 8, 2014

Ms. Nancy Hausrath
City of Hagerstown
1790 Memorial Blvd.
Hagerstown, MD 21742

Re: Proposal for Civil Engineering Services – Dam Breach Analysis and EAP Update
Edgemont Reservoir
Triad Proposal No. 03-06-0643

Dear Ms. Hausrath,

Triad Engineering, Inc. (Triad) is pleased to provide this proposal for Civil Engineering services for the Edgemont Reservoir. This proposal outlines our understanding of the project, describes our planned design approach and contains costs for our services.

SCOPE OF SERVICES

Based on the letter from MDE Division of Dam Safety, an updated Dam Breach Analysis an updated Emergency Action Plan is required. Triad will analyze the breach flows for the reservoir and develop a Danger Reach Map associated to the downstream areas. Based on the results, the Emergency Action Plan will be updated.

Field Survey and Base Map

Our field survey crews will perform additional survey work as needed to support the analysis. We will use the County GIS topography panels to provide our base data for the study.

Hydrology Study

Triad will use HEC-HMS to create the storm breach events as requested by MDE.

Hydraulic Study

Using the HEC-HMS data we will route the events through the reservoir and using HEC-RAS software to model the associated water surface elevations downstream for each event. This information will give us the ability to create a Danger Reach Map. We will also prepare a report of the analysis for inclusion in the submittal to MDE for review.

Emergency Action Plan

Once we have the Danger Reach Map updated we can research the property owners to obtain the current contact data and addresses to be provided within the action plan. We will obtain current contact information for the City and update the previously submitted EAP.

Processing

We will process the Dam Breach Analysis and the Emergency Action Plan with MDE Division of Dam Safety to obtain their approval.

FEE AND SCHEDULE

Based on the scope of work defined in this proposal, we propose to provide the above referenced services for **a lump sum fee of \$28,700.**

Our anticipated timeline will be as follows: after notice to proceed is obtained we will schedule the field surveying work to start shortly thereafter. We anticipate a week for the field work and office preparation of the base drawings. The analysis will take approximately six weeks and the Emergency Action Plan and all associated reports can be developed in two weeks.

We thank you for considering our services and look forward to your response.

Sincerely,
TRIAD ENGINEERING, INC.



Stephen J. Gyuris, P.E.
Project Engineer



Bradley A. Reynolds, P.E.
Senior Geotechnical Engineer

October 8, 2014

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Our anticipated timeline will be as follows: after notice to proceed is obtained we will schedule the field surveying work to start shortly thereafter. We anticipate a week for the field work and office preparation of the base drawings. The analysis will take approximately six weeks and the Emergency Action Plan and all associated reports can be developed in two weeks.

We thank you for considering our services and look forward to your response.

Sincerely,
TRIAD ENGINEERING, INC.



Stephen J. Gyuris, P.E.
Project Engineer



Bradley A. Reynolds, P.E.
Senior Geotechnical Engineer



Mrs. Nancy Hausrath
Hagerstown Water Department
51 West Memorial
Hagerstown, Maryland 21740

Dear Ms. Hausrath:

SCOPE OF SERVICES

This exploration scope is proposed to aid in the determination of the most appropriate remedial action for the recently observed seep near MW-5. We anticipate at this time that remedial actions may include, but should not be limited to, determination of a new required reservoir elevation, installation of a new toe drain or installation of a filter berm at the toe of the embankment. Upon determination of the necessary remediation, plans and specifications will be prepared. We anticipate that the City of Hagerstown will be able to perform the remediation with their in house capabilities.

During routine monitoring by City staff and Triad an undulation in the Dam surface has been observed. To obtain quantitative information on this area, we propose to set four (4) rebar survey monuments. After the monuments are set, we propose to survey the monuments for horizontal and vertical movement on a quarterly basis as the seasons noticeably change in 2015. Our fee included in this proposal includes surveying the monuments 3 times after initial setting of the monuments.

FEE AND SCHEDULE

Based on the scope of work defined in this proposal, we propose to provide the above referenced services for a **lump sum fee of \$16,500.**

Our work load at the time of authorization will have some influence on the starting date for the exploration. We are normally able to initiate field work within 5 to 10 working days after written authorization is received. We anticipate that the field work will require approximately 2 to 3 days. Our report can be submitted within 3 to 4 weeks after completion of the field work. It is emphasized that this schedule is an estimate and it is based on normal work loads and appropriate weather conditions.

We thank you for considering our services and look forward to your response.

Sincerely,
TRIAD ENGINEERING, INC.



Stephen J. Gyuris, P.E.
Project Engineer



Bradley A. Reynolds, P.E.
Senior Geotechnical Engineer



Our work load at the time of authorization will have some influence on the starting date for the exploration. We are normally able to initiate field work within 5 to 10 working

days after written authorization is received. We anticipate that the field work will require approximately 3 to 4 days. Our report can be submitted within 3 to 4 weeks after completion of the field work. It is emphasized that this schedule is an estimate and it is based on normal work loads and appropriate weather conditions.

We thank you for considering our services and look forward to your response.

Sincerely,
TRIAD ENGINEERING, INC.



Stephen J. Gyurisin, P.E.
Project Engineer



Bradley A. Reynolds, P.E.
Senior Geotechnical Engineer

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Introduction and Ordinance: Accpeting Land Transfer from Beazier Homes for Terrapin Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
	Collegiate Park1.pdf	Introduction of an Ordinance: Accepting Offer of Conveyance of a Park to the City of Hagerstown (Collegiate Acres)
	collegiate_park_rendering_2014.pdf	Introduction of an Ordinance: Accepting Offer of Conveyance of a Park to the City of Hagerstown (Collegiate Acres)

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO ACCEPT AN OFFER OF
CONVEYANCE OF A PARK TO THE CITY OF HAGERSTOWN**

RECITALS

WHEREAS, Beazer Homes, Inc. hereinafter called "Beazer" is the owner of certain real estate shown on a Plat of Subdivision entitled "Open Space 1 Collegiate Acres for the City of Hagerstown" recorded at Plat Folio 10384 among the Land Records of Washington County, Maryland and more particularly described in a deed from Salem Avenue, LLC to Beazer Homes Corp. by deed dated November 23, 2005 and recorded at Liber 2871, folio 729 among the aforesaid Land Records, and

WHEREAS, Beazer is willing to convey the property to the City of Hagerstown for a public park, together with an easement for ingress and egress and parking, and

WHEREAS, the Mayor and Council deem it in the best interest of the citizens of the City of Hagerstown to accept a deed conveying the property and easements more particularly described as Park Lot 1 on the aforementioned plat.

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

1. The foregoing recitals are hereby incorporated into this Ordinance.
2. That the City of Hagerstown hereby accepts the offer of Beazer Homes Corp. to convey for no monetary consideration the property aforementioned to the City of Hagerstown for a municipal park.
3. The City of Hagerstown hereby also accepts the offer of an ingress and egress access easement and parking easement further shown on the aforementioned plat in addition to the fee simple conveyance of the park land.
4. The City will not rent or allow the fields to be used for organized recreation events. The City of Hagerstown will post that the open field area is not available for any type of organized league practice or play.
5. Approximately 4 to 8 parking spaces in the parking lot at the end of Hurricane Court will be designated as "park patrons only" but shall be maintained by the Homeowners Association.
6. The City's General Fund will pay the electric bill for the park lights once accepted. The path lighting in the park will be an extension of the street light circuitry.
7. No restrooms will be provided as it is primarily a "neighborhood park".
8. HOA will be responsible for trash pickup and disposing in a centralized container. City will empty the container on a weekly (or more frequently) basis.

9. City will provide routine maintenance of the park including mowing, landscape care, and snow removal from paths.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that the Mayor and City staff are hereby authorized to take such further action and executed further documents as may be necessary to effect the foregoing transfer.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED that this Ordinance shall become effective thirty (30) days following its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

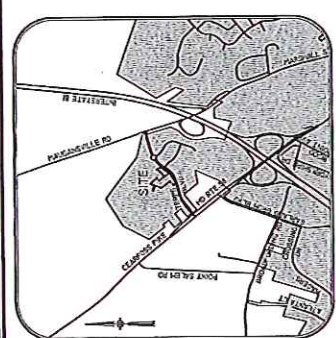
MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction:
Date of Passage:
Effective Date:

PREPARED BY:
NAIRN & BOYER, CITY ATTORNEY



VICINITY MAP
SCALE 1"=2000'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD HEADING	BILT TA ANGLE
C1	475.08"	799.36"	792.87"	N35°17'37"E	Δ1°19'03"
C2	41.24"	50.09"	50.09"	S67°11'00"E	74°42'43"
C7	60.00"	175.37"	175.78"	N20°47'10"E	110°42'03"
C7B	737.56"	776.11"	776.08"	S33°27'51"W	5°50'08"
		776.11"	776.08"	S22°55'11"W	5°50'08"

LINE	BEARING	DISTANCE
1	N 32°59'59" E	3.00
2	S 89°59'59" W	10.00
3	N 34°00'00" W	10.00
4	S 89°59'59" W	10.00
5	N 32°59'59" E	3.00
6	S 89°59'59" W	10.00
7	N 34°00'00" W	10.00
8	S 89°59'59" W	10.00
9	N 32°59'59" E	3.00
10	S 89°59'59" W	10.00
11	N 34°00'00" W	10.00
12	S 89°59'59" W	10.00
13	N 32°59'59" E	3.00
14	S 89°59'59" W	10.00
15	N 34°00'00" W	10.00
16	S 89°59'59" W	10.00
17	N 32°59'59" E	3.00
18	S 89°59'59" W	10.00
19	N 34°00'00" W	10.00
20	S 89°59'59" W	10.00
21	N 32°59'59" E	3.00
22	S 89°59'59" W	10.00
23	N 34°00'00" W	10.00
24	S 89°59'59" W	10.00
25	N 32°59'59" E	3.00
26	S 89°59'59" W	10.00
27	N 34°00'00" W	10.00
28	S 89°59'59" W	10.00
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30	S 89°59'59" W	10.00
31	N 34°00'00" W	10.00
32	S 89°59'59" W	10.00
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34	S 89°59'59" W	10.00
35	N 34°00'00" W	10.00
36	S 89°59'59" W	10.00
37	N 32°59'59" E	3.00
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67	N 34°00'00" W	10.00
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79	N 34°00'00" W	10.00
80	S 89°59'59" W	10.00
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87	N 34°00'00" W	10.00
88	S 89°59'59" W	10.00
89	N 32°59'59" E	3.00
90	S 89°59'59" W	10.00
91	N 34°00'00" W	10.00
92	S 89°59'59" W	10.00
93	N 32°59'59" E	3.00
94	S 89°59'59" W	10.00
95	N 34°00'00" W	10.00

ADDRESS ASSIGNMENT:
PARK LOT 1
18257 HURRICANE COURT

GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft

OWNER:
BEAZER HOMES CORP.
3965 GUILFORD RD. STE. 290
COLUMBIA, MD 21046

TAX MAP 84-1-160 DISTRICT 13	
DRAWING NUMBER 1 OF 2	
ISSUED BY: DWI	DATE 6/27/2014
CHECKED BY:	DATE
SCALE 1" = 60'	

**FREDERICK
SEIBERT &
ASSOCIATES, INC.**

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
1128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
200 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
(301) 791-3550 (301) 418-7478 (717) 397-1007 FAX (301) 735-4858

Preliminary/Final Plat of Subdivision
of
Open Space 1
COLLEGIATE ACRES
for
City of Hagerstown
Situate along the north side of MD Rte. 58
City of Hagerstown
WASHINGTON COUNTY, MARYLAND

NOTE: THE NAD 83 COORDINATES ARE AS FOLLOWS
POINT "A" N 730,549.5205, E 1,103,334.5743
POINT "B" N 730,368.6387, E 1,103,677.2151

POINT	NORTHING	EASTING
2500	750345.340	1103491.708
2500	750753.740	1103477.893

LEGEND

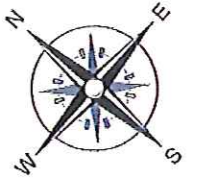
C# = CURVE NUMBER OF CHART
 L# = LINE NUMBER OF CHART
 SF = SQUARE FEET
 AC = ACRES
 = PROPERTY CORNER TO BE SET
 N = NOW OR FORMERLY
 = STORMWATER INLET
 = SANITARY SEWER MANHOLE
 = CLEAN OUT
 = WATER METER
 = EXIST. SANITARY SEWER LATERAL
 = EXIST. WATER LATERAL

PLAT NO 10384

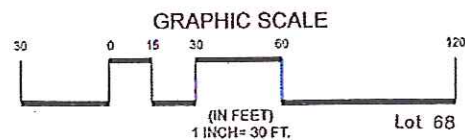
DATE OCT 22 2014
WASHINGTON COUNTY

S-2014-05

COLLEGIATE ACRES PARK RENDERING FEBRUARY 2013



NOTE: PARKING LOT OWNED
BY HOA w/ ACCESS
EASEMENT TO PARKING
SPACES FOR GENERAL
PUBLIC



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: To Join the Healthy Eating Active Living (HEAL) Campaign

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name



[HEAL.pdf](#)

Description

Approval of a
Resolution: HEAL Cities
Designation

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of a Resolution to join the Healthy Eating Active Living (HEAL) Campaign

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

MOTION: I hereby move for the approval of a Resolution to authorize staff to register the City with the Mid-Atlantic HEAL Cities & Towns Campaign. The program is for Maryland municipalities that strive to improve the quality of life for their residents through policies and programs that improve physical activity and wellness.

DATE OF PASSAGE: 11/25/2014

RESOLUTION NO. R-14-42 SETTING FORTH CITY OF HAGERSTOWN'S COMMITMENT TO OBESITY PREVENTION

Preamble

WHEREAS, in January 2013, the Maryland Municipal League entered into a memorandum of understanding with the Institute for Public Health Innovation to work collaboratively on the HEAL Cities & Towns Campaign for the Mid-Atlantic; and

WHEREAS, the City/Town has the ability to affect the health of its residents; and

WHEREAS, planning and constructing a built environment that encourages walking, biking, and other forms of physical activity can promote health; and

WHEREAS, high rates of costly chronic disease among both children and adults are correlated to environments with few or no options for healthy eating and active living; and

WHEREAS, more than half of Maryland's adults are overweight or obese and therefore at risk for many chronic conditions including diabetes, heart disease, cancer, arthritis, stroke, and, hypertension; and

WHEREAS, one in three youth in Maryland is overweight or obese; and

WHEREAS, more children are being diagnosed with diseases linked to overweight and obesity previously seen only in adults, such as Type 2 diabetes and heart disease; and

WHEREAS, the current generation of children are expected to have shorter lives than their parents due to the consequences of obesity; and

WHEREAS, obesity takes a tremendous toll on the health, productivity of all Marylanders;

WHEREAS, the annual cost to Maryland—in medical bills, workers compensation and lost productivity— for overweight, obesity, and physical inactivity exceeds \$3 billion;

WHEREAS, teens and adults who consume one or more sodas or sugar sweetened beverages per day are more likely to be overweight or obese;

WHEREAS, supporting the health of residents and the local workforce would decrease chronic disease and health care costs and increase productivity; and

WHEREAS, The Parks and Recreation Division is taking integral steps in the development of a more active, physically fit, and healthier community, and would like to recognize the following programs in parts A, B, and C below;

NOW, THEREFORE, LET IT BE RESOLVED that the City of Hagerstown Mayor & Council hereby recognized that obesity is a serious public health threat to the health and wellbeing of adults, children and families in the City of Hagerstown and a commitment is needed to put healthy choices within reach of all residents. While individual lifestyle changes are necessary, individual effort alone is insufficient to combat obesity's rising tide. Significant societal and environmental changes are

needed to support individual efforts to make healthier choices. To that end, the City of Hagerstown adopts this Healthy Eating Active Living resolution:

A. Physical Activity, Active Transportation, and Land Use

BE IT FURTHER RESOLVED that the City of Hagerstown planners, engineers, parks and recreation division, community economic and redevelopment personnel responsible for the design and construction of parks, neighborhoods, streets, and business areas should make every effort to:

- Design Streets/Roads to be safe for all users (motorists, bicycles, pedestrians, handicapped) by adopting a Complete Streets policy that serves not only motorists but also those walking, bicycling, and taking transit,
- Continue to improve the community for bicycling and work toward a higher level of certification as a Bicycle Friendly Community by the League of American Bicyclists,
- Increase access to facilities by utilizing our thirteen 'User Agreements' on existing facilities to maximize use of the facilities,
- Use the City's Land Management Code that there should be connectivity of the street network within a new development and surrounding area, open space requirement for new residential subdivisions, and a requirement for an amenities plan for new multi-family residential development within our mixed-use districts,
- Create partnerships with the Health Department and local HEAL of Washington County that will serve to help identify recommendations for the City to follow,
- Engage the public while developing the Community's City Center Plan and the design of the Arts & Entertainment Trail. The City's MindMixer feature, engageHagerstown, posts queries on various topics to spark community engagement,
- Develop and increase the number of recreation programs that we offer throughout the course of each calendar year that serve to encourage fitness and well-being.

B. Access to Affordable Nutritious Foods

BE IT FURTHER RESOLVED that City of Hagerstown planners, community economic personnel responsible for the design and of parks, neighborhoods, streets, and business areas, should make every effort to:

- Develop and sustain a Community Garden in the City Center,
- Expand the Farmers' Markets per the Urban Partners plan. The Community's City Center Plan outlines a strategy to expand the hours of operation of the City Farmer's Market and to transfer the market to private management. The goal is to make the market more of a destination for grocery shopping for downtown residents and as a venue for acquiring locally grown products for the restaurants.

C. Municipal Workplace Wellness

BE IT FURTHER RESOLVED that in order to promote wellness within the City of Hagerstown, and to set an example for other businesses, City of Hagerstown pledges to implement a workplace wellness policy that will:

- Promote healthier lifestyle choices to lower health risk factors, improve well-being, and maintain a productive, active work force.

Implementation

BE IT FURTHER RESOLVED that the Recreation Coordinator will report back to the City of Hagerstown Mayor & Council annually regarding steps taken to implement the Resolution, additional steps planned, and any desired actions that would need to be taken by the Council.

BE IT FURTHER RESOLVED that the City of Hagerstown Staff shall work with HEAL Cities & Towns Campaign for the Mid-Atlantic Staff to explore HEAL policies and to identify those policies that are suitable for the City of Hagerstown's unique local circumstances.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a User Agreement: Amendment to American Little League Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

📎 [Baseball User Agreement.pdf](#)

Description

Approval of a User Agreement:
Amendment to American Little League Agreement



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 18, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Baseball Field at the North End of Fairgrounds Park
User Agreements

1. Background

Since the creation of Fairgrounds Park, the athletic field at the north end (adjacent to Valley Road) has been assigned a user agreement with American Little League. Initially the field was used, but staff has noticed a general decline in use and subsequent maintenance of the field. The past two summers the field was barely used and grass was allowed to grow at times to be knee high across the entire field. We have received complaints from the adjacent neighbors. We feel it is in the best interest of the City of Hagerstown, and the many users that would like to access this field, if the City would take action to place this field under a different user.

2. Mayor & Council Action Requested

Council will need to take two actions. The first would be an amendment to the user agreement with the American Little League to terminate their use of the field. The second action would be an amendment to the Hagerstown Area Police Athletic League (HAPAL) to allow them to use and maintain the same field.

3. Discussion

Staff has met with representatives of both the American Little League and the HAPAL. We feel it is in the City's best interest to allow the HAPAL to have non-exclusive use of the baseball field. It is anticipated that the HAPAL will allow the American Little League to have some use of the field. More importantly, we feel this field could also be rented by the City and as we continue to develop recreational activities, we wish to have our own events on this field, such as adult dodgeball, adult kickball, adult whiffle ball and other activities. The amendment with HAPAL allows the City to use this facility, and our goal is to take the facility from not being used at all to being used seven (7) days a week.

Attached are both amendments that will need to be approved by Mayor & Council at the November 25th regular session.

Staff will be present to discuss these items with the Mayor & Council.

Attachment

c: Junior Mason
Nick Varner
Kotton Howell, American Little League

SECOND AMENDMENT TO USER AGREEMENT

This Second Amendment to User Agreement is executed this ____ day of November, 2014 by and between the City of Hagerstown, a Maryland Municipal Corporation (hereinafter "City") and the Hagerstown Area Police Athletic League, Inc., a Non-profit Organization (hereinafter "PAL").

WHEREAS, the City and PAL have previously entered into a User Agreement for certain premises at the Fairgrounds Park, dated January 10, 2011, and an Amendment to User Agreement dated March , 2014; and

WHEREAS, PAL has requested that the description of the Premises be modified to include the non-exclusive use of the youth baseball field in Fairgrounds Park; and

WHEREAS, the City desires to permit PAL to have non-exclusive use of the aforesaid youth baseball field in exchange for maintenance thereof; and

WHEREAS, the User is currently in compliance with the User Agreement and the Amendment thereto;

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

1. Paragraph 1, *Description of Premises* as defined in the January 10, 2011 User Agreement be and is hereby further amended to include non-exclusive use of the youth baseball field located in Fairgrounds Park north of Valley Road, as identified on the attached Exhibit A. For purposes of the youth baseball field, non-exclusive use shall mean that the User has priority scheduling status with the City but not sole use of the field. Each year during the term of this Agreement, User will coordinate with the City a schedule of any and all dates and times for the calendar year necessary to offer its recreational program and to maintain the Premises as required hereunder. The City may then schedule all remaining dates and times on a first come, first served basis. The City reserves the right to schedule its own recreational or special events at the Premises. On dates and times not reserved for use by a specific group, the City may permit the general public access to, and use of the Premises.

2. User's maintenance obligations outlined in paragraph 10 of the User Agreement shall extend to the youth baseball field herein added to the *Description of Premises*.

3. The City and PAL hereby confirm and ratify all other terms of the aforementioned User Agreement and the Amendment to User Agreement, and said Agreements and all terms thereof shall continue in full force and effect and shall be applicable to the newly defined premises, except as amended herein.

WHEREFORE, the parties agree and represent to each other that the undersigned have the authority to accept and sign this Second Amendment the date and year first above written.

WITNESS AND ATTEST:

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

WITNESS:

HAGERSTOWN AREA POLICE
ATHLETIC LEAGUE, INC.

BY: _____
(signature)

(Print Officer name and title)

AMENDMENT TO USER AGREEMENT

This Amendment to User Agreement is executed this ____ day of November, 2014 by and between the City of Hagerstown, a Maryland Municipal Corporation (hereinafter "City") and the American Little League, Inc., a Non-profit Organization (hereinafter "American").

WHEREAS, the City and American have previously entered into a User Agreement for premises at Hager Park and Fairgrounds Park, dated March 24, 2009 (the "Agreement"); and

WHEREAS, as part of the Agreement American has non-exclusive use and maintenance obligations for a youth baseball field located in Fairgrounds Park north of Valley Rd.; and

WHEREAS, the Parties desire to eliminate the youth baseball field in Fairgrounds Park from the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Paragraph 1, *Description of Premises* as defined in the March 24, 2009 User Agreement be and is hereby amended to exclude the non-exclusive use of the portion of Fairgrounds Park north of Valley Rd. consisting a youth baseball field.
2. User's obligation to maintain the youth baseball field in Fairgrounds Park is hereby eliminated.
3. The City and American hereby confirm and ratify all other terms of the aforementioned User Agreement, and said Agreement and all terms thereof shall continue in full force and effect, except as amended herein.

WHEREFORE, the parties agree and represent to each other that the undersigned have the authority to accept and sign this Amendment the date and year first above written.

WITNESS AND ATTEST:

CITY OF HAGERSTOWN

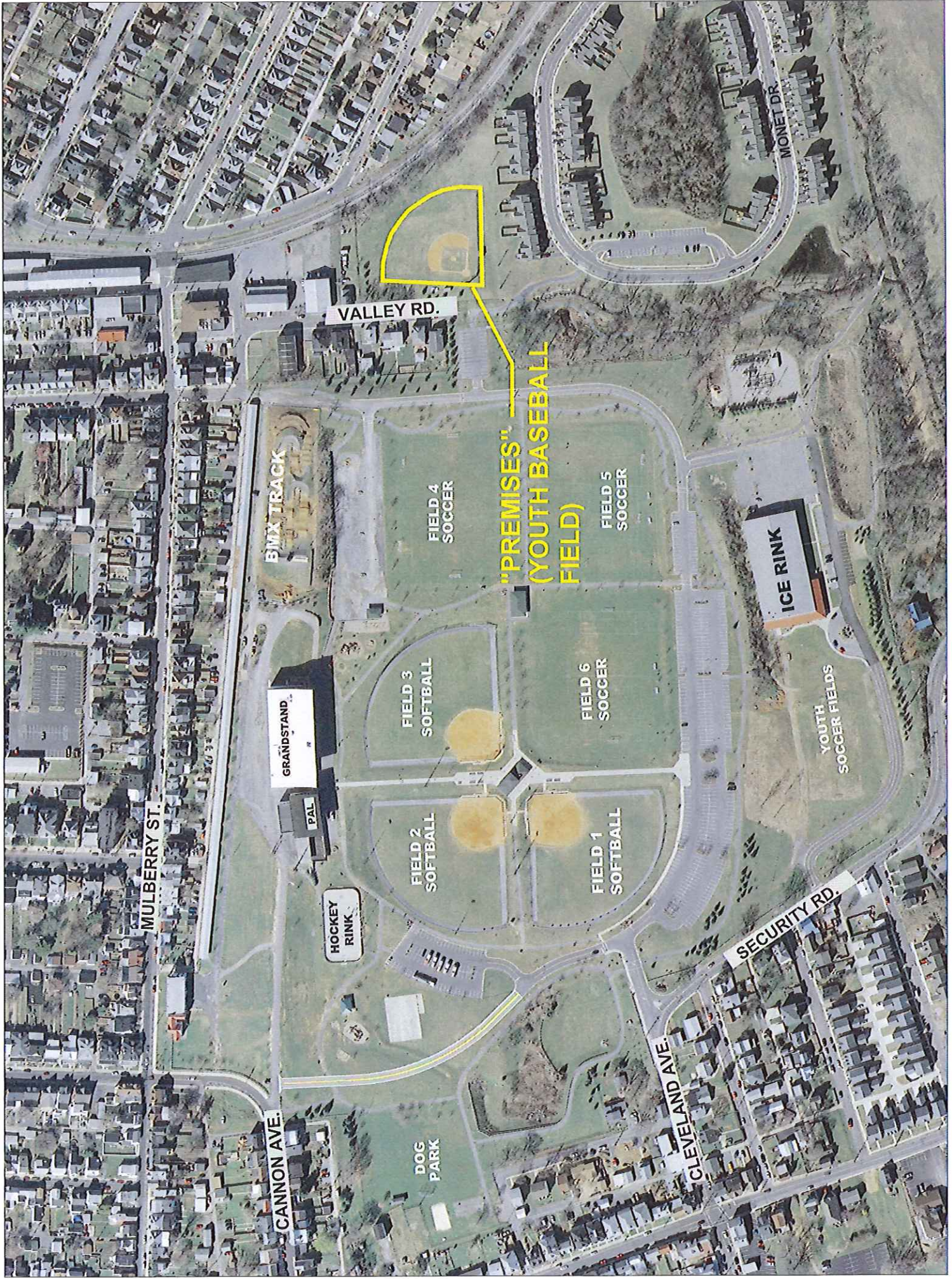
Donna K. Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

WITNESS:

AMERICAN LITTLE LEAGUE, INC.

BY: _____



USER AGREEMENT AMENDMENT - ATTACHMENT "A"

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: User Agreement: Second Amendment for Hagerstown Area Police Athletic League (HPAL)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

 [HPAL.pdf](#)

Description

Approval of a User Agreement: PAL Amendment for Little League Field

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of A Second Amendment to the User Agreement with Hagerstown Area Police Athletic League (HPAL)

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

MOTION: I hereby move for Mayor and Council approval of a Resolution to enter into a second Amendment to the User Agreement with the HPAL. This amendment expands the Agreement to include priority scheduling and maintenance of the youth baseball field at Fairgrounds Park.

DATE OF INTRODUCTION: 11/25/2014

DATE OF PASSAGE: 11/25/2014

EFFECTIVE DATE: 11/25/2014

CITY OF HAGERSTOWN MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A SECOND AMENDMENT TO USER AGREEMENT WITH THE
HAGERSTOWN AREA POLICE ATHLETIC LEAGUE**

RECITALS

WHEREAS, the City of Hagerstown owns certain property within its corporate boundaries known as Fairgrounds Park; and

WHEREAS, the City entered into a User Agreement with the Hagerstown Area Police Athletic League, Inc. (PAL) on or about January 10, 2011 to use a portion of said property for recreational purposes; and

WHEREAS, the City entered into an Amendment to User Agreement with PAL in March, 2014, expanding the leased Premises; and

WHEREAS, the Parties desire to further expand the definition of the Premises previously leased to PAL to include a portion of Fairgrounds Park known as the youth baseball field; and

WHEREAS, the Parties desire to enter into a Second Amendment to User Agreement for this purpose; and

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

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

1. That the above recitals be and are incorporated herein; and
2. That the Mayor be and is hereby authorized to execute and deliver the Second Amendment to User Agreement with the Hagerstown Area Police Athletic League, Inc., a copy of which is attached hereto and incorporated herein by reference; and
3. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

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

**WITNESS AND ATTEST 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: November 25, 2014
Date of Passage: November 25, 2014
Effective Date: November 25, 2014

PREPARED BY:
NAIRN & BOYER, LLC
CITY ATTORNEYS

SECOND AMENDMENT TO USER AGREEMENT

This Second Amendment to User Agreement is executed this _____ day of November, 2014 by and between the City of Hagerstown, a Maryland Municipal Corporation (hereinafter "City") and the Hagerstown Area Police Athletic League, Inc., a Non-profit Organization (hereinafter "PAL").

WHEREAS, the City and PAL have previously entered into a User Agreement for certain premises at the Fairgrounds Park, dated January 10, 2011, and an Amendment to User Agreement dated March , 2014; and

WHEREAS, PAL has requested that the description of the Premises be modified to include the non-exclusive use of the youth baseball field in Fairgrounds Park; and

WHEREAS, the City desires to permit PAL to have non-exclusive use of the aforesaid youth baseball field in exchange for maintenance thereof; and

WHEREAS, the User is currently in compliance with the User Agreement and the Amendment thereto;

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

1. Paragraph 1, *Description of Premises* as defined in the January 10, 2011 User Agreement be and is hereby further amended to include non-exclusive use of the youth baseball field located in Fairgrounds Park north of Valley Road, as identified on the attached Exhibit A. For purposes of the youth baseball field, non-exclusive use shall mean that the User has priority scheduling status with the City but not sole use of the field. Each year during the term of this Agreement, User will coordinate with the City a schedule of any and all dates and times for the calendar year necessary to offer its recreational program and to maintain the Premises as required hereunder. The City may then schedule all remaining dates and times on a first come, first served basis. The City reserves the right to schedule its own recreational or special events at the Premises. On dates and times not reserved for use by a specific group, the City may permit the general public access to, and use of the Premises.

2. User's maintenance obligations outlined in paragraph 10 of the User Agreement shall extend to the youth baseball field herein added to the *Description of Premises*.

3. The City and PAL hereby confirm and ratify all other terms of the aforementioned User Agreement and the Amendment to User Agreement, and said Agreements and all terms thereof shall continue in full force and effect and shall be applicable to the newly defined premises, except as amended herein.

WHEREFORE, the parties agree and represent to each other that the undersigned have the authority to accept and sign this Second Amendment the date and year first above written.

WITNESS AND ATTEST:

CITY OF HAGERSTOWN

Donna K. Spickler, City Clerk

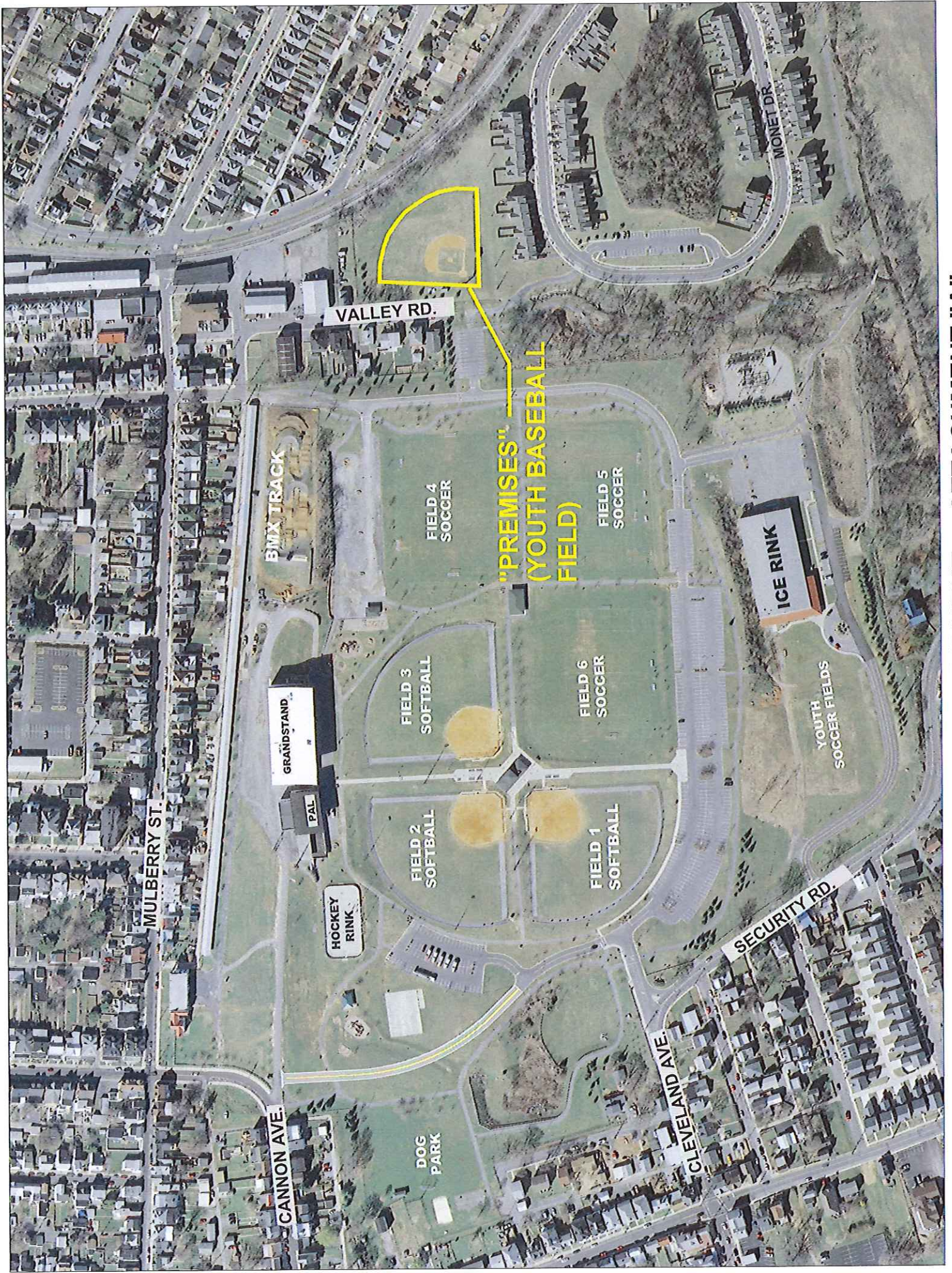
BY: _____
David S. Gysberts, Mayor

WITNESS:

HAGERSTOWN AREA POLICE
ATHLETIC LEAGUE, INC.

BY: _____
(signature)

(Print Officer name and title)



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: User Agreement with YMCA of Hagerstown, Inc.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	YMCA_Agreement.pdf	Approval of a User Agreement: YMCA

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of User Agreement with the YMCA of Hagerstown, Inc. (YMCA)

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

MOTION: I hereby move for Mayor and Council approval of a Resolution to enter into a User Agreement with the YMCA of Hagerstown, Inc. The YMCA will have maintenance responsibility and non-exclusive but priority scheduling use of a multi-purpose field in Fairgrounds Park. This agreement is for the period of January 1, 2015 through December 31, 2015. User shall have the right to renew this agreement for up to four (4) additional 1-year terms beginning January 1, 2016.

DATE OF PASSAGE: 11/25/2014
EFFECTIVE DATE: 1/01/2015

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE RENEWAL
OF THE USER AGREEMENT BETWEEN THE CITY OF HAGERSTOWN
AND YMCA OF HAGERSTOWN, INC. AT FAIRGROUNDS PARK**

RECITALS

WHEREAS, the City of Hagerstown owns certain property within its corporate boundaries known as Fairgrounds Park; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, YMCA of Hagerstown, Inc. (the "YMCA") has previously used a portion of said property under a valid User Agreement, the term of which expires on December 31, 2014; and

WHEREAS, User has requested that the City allow the YMCA to continue to utilize a portion of Fairgrounds Park pursuant to the terms of the attached User Agreement; and

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

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

1. That the above recitals are incorporated herein by reference; and
2. That the Mayor be and is hereby authorized to execute and deliver the YMCA Fairgrounds Park User Agreement, a copy of which is attached hereto and incorporated herein; and
3. That the Mayor be and is hereby authorized to execute any other documentation necessary to effectuate the purpose of this Resolution.

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

**WITNESS AND ATTEST AS
TO CORPORATE SEAL**

**MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND**

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: November 25, 2014
Date of Passage: November 25, 2014
Effective Date: November 25, 2014

PREPARED BY:
NAIRN & BOYER, LLC
CITY ATTORNEYS

**City of Hagerstown
YMCA Fairgrounds Park User Agreement**

November , 2014

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and the YMCA of Hagerstown Maryland, Inc., a non-profit organization, referred to in this Agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

- =====
1. **Description of Premises.** City agrees to allow User the non-exclusive use of a portion of the Hagerstown Fairgrounds constructed as one (1) multi-purpose field and located in the north central part of the Fairgrounds Park, illustrated in attached Exhibit A, and referred to in this Agreement as "Premises".

Non-exclusive use means that the User has priority scheduling status with the City but not sole use of the Premises. Prior to March 1st of each year of the term of this Agreement or any subsequent renewal term, User may schedule with the City all dates and times necessary to offer its recreational program and to maintain the Premises as required by this Agreement. The City may then schedule all remaining times on a first come, first served basis. The City reserves the right to schedule special events at the Premises. On dates and times not scheduled by the User, the City may authorize others to schedule use of the Premises and may permit the general public access to and use of the Premises.

2. **Term of Agreement.** This Agreement shall extend from January 1, 2015 to December 31, 2015 .

Notwithstanding the foregoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City, to utilize the Premises for purposes other than recreation or park uses. Said termination shall not take effect until the conclusion of the User's annual schedule and post-season play for the year in which the notice is given, unless otherwise required by law.

3. **Renewal.** User shall have the right to renew this agreement for up to four (4) additional 1-year terms beginning January 1, 2016. User must submit written request for renewal at least 90 days prior to the end of the then current term of the agreement. Any renewal is contingent upon User being in compliance with all lease terms, financial obligations, and the terms of any other agreement(s) between the Parties during the prior lease term, as determined by the City in its sole discretion. The City shall provide User with notice of non-renewal as a result of a violation of this contingency within thirty (30) days of receipt of User's notice to renew if it intends to enforce said contingency at that time.
4. **Rent.** City shall charge the User no monetary rent for the use of the Premises.

5. **Use of Premises.** User agrees that the Premises shall be used exclusively for User's recreational programs. User agrees to provide programs through leagues or clinics to teach field sports skills to area youth. User must obtain City approval for any other events or activities, including but not limited to carnivals, picnics and the use of outside vendors.
6. **Program Responsibility.** User has sole responsibility for the recreational program anticipated by this Agreement, including any equipment required. The recreational program offered by the User may not discriminate based on race, color, creed, national origin or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement.
7. **Fees Charged by User.**
 - A. User may not charge any fee to members of the public to watch events on the Premises.
 - B. User may charge entrance fees to participants in regular and special events sponsored by the User.
 - C. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the facility.
8. **Ownership of Improvements.** All permanent improvements to the Premises including but not limited to restrooms, concession buildings, dugouts, fencing, backstops, lighting, scoreboards, signs, and parking facilities are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that it may wish to remove from the Premises. The decision to transfer title and permit removal is within the sole discretion of the City.

Non-permanent improvements including but not limited to refrigeration and cooking equipment purchased by or given to the User shall remain the property of the User unless User expressly transfers title thereto to the City.

9. **Maintenance of Facility.**
 - A. **GROUNDS.** User shall maintain the grounds to City standards including mowing, seeding, fertilizing and watering. The City will provide hoses for watering purposes. User is responsible for the normal maintenance of the Premises including, but not restricted to, the playing field surface, all turf, field lines, etc. User shall clean up trash and debris from the premises during periods of its use, but not during the winter and summer periods from approximately November 1 through March 31, or the start of the playing season, whichever is sooner, and from approximately June 15 through August 15. City will irrigate the playing fields as necessary. The City will remove leaves from the premises. City will maintain all trees including planting, trimming, and removal of dead trees and

downed branches. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.

- B. RESTROOMS. City shall clean and maintain any restrooms on the Premises that are open for general public use whenever the Fairground Park is open to the public. User shall clean and maintain any restrooms, on or off the Premises that the City and User agree will be open to the public only when User is using the Premises. In either case, City will be responsible for providing supplies, winterizing the restroom facilities, and maintaining plumbing and electrical systems. Restrooms will be provided and open in accordance with City Parks and Recreation season.
- C. STORAGE AREA, CONCESSION STANDS, OTHER BUILDINGS AND STRUCTURES. User shall clean and provide general janitorial maintenance of all facilities on the Premises except as noted in paragraph B above. User shall be responsible for any damage by the User to buildings and structures that exceeds normal wear and tear. The City shall furnish storage to the User in the west storage closet of the soccer pavilion identified on Exhibit A. Storage needs in excess of the west storage closet in the soccer pavilion is to be provided by the User. Should the User require additional storage the User may request the City to identify a location upon which the User at their expense may construct a storage facility. Said storage facility must be approved by the City and built to City specifications.
- D. BLEACHERS. If bleachers are constructed, User is responsible for all maintenance, repairs, and replacements of permanent bleachers. Any bleacher repair requires a City building permit and must be inspected by the City. Maintenance, repairs, and replacements of temporary bleachers are the responsibility of the owner of the temporary bleachers. User shall monitor all bleachers for safe conditions and shut down and prohibit use of any bleacher section which is not safe until repairs are made.
- E. FIELD LIGHTING. User is responsible for all maintenance, repairs and replacements for field lighting.
- F. SCOREBOARDS AND SIGNS. User is responsible for all maintenance, repairs, replacements for scoreboards and signs.
- G. PARKING. User is responsible for cleanup of trash and general debris in parking areas adjacent to its assigned field on the Premises.
- H. SAFETY. User assumes full responsibility for inspecting and maintaining all structures, facilities and grounds for which User is responsible, in a safe condition to minimize the risk of personal injury. The City reserves the right to inspect any structure or facility on City property and may issue a notice to the User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within 7 calendar days unless additional time is

agreed to by the City. Upon written request of the User, the City will inspect the Premises to verify conformance with applicable City Codes and Regulations.

- I. **EXTERIOR COLORS.** Colors used on exterior surfaces of buildings and structures must be approved by the City.

10. **Construction of Improvements.** User must obtain approval from the City for all permanent and temporary improvements to the Premises and obtain all necessary permits for the approved construction. No temporary structures including, but not limited to, concession trailers, storage trailers, and sheds shall be installed or parked on the Premises without approval of the City. User is solely responsible for its own equipment.
11. **Utilities and Services.** Utilities and services shall be provided and paid for the parties as indicated below.

<u>Utility/Service</u>	<u>City</u>	<u>User</u>
Electricity-except field light	<u>X</u>	<u> </u>
Electricity- field lighting	<u> </u>	<u>X</u>
Water/Sewer*	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Telephone	<u> </u>	<u>X</u>
Trash Hauling	<u>X</u>	<u> </u>

* Restroom facilities will be provided by the City and may be either permanent restroom facilities or portable facilities. The User is responsible for any additional portable restrooms which may be required for special events, including tournaments scheduled by the User.

12. **Signs and Advertisements.** All signs or advertisements installed or displayed on the Premises must be approved by the City and conform to existing laws and ordinances. Approval will be based on size, materials, design, method of construction, content, location, visibility, and compatibility with sponsorships obtained by the City. No alcohol or tobacco advertising will be permitted. The City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place approved advertising around the perimeter of the fields and structures on the Premises to generate income for the operation and maintenance of the Premises. City reserves the right to install signs on the Premises.
13. **Sponsorship Coordination and Approval.** All sponsorships to be advertised, posted or otherwise acknowledged on the Premises must be approved by the City. Sponsorships obtained by User and sales of merchandise and/or concessions by the User must conform to any applicable sponsorship agreements obtained by the City. No alcohol or tobacco sponsorships will be permitted. To allow for coordination of sponsorships for the Fairgrounds, including exclusive sponsorships sought by the City, the City requests potential regional and national sponsorships sought by the User, including but not limited

to restaurant franchises, beverages, athletic companies, utilities, and financial institutions, be reviewed by the City prior to solicitation by the User. The requirements of this section 13 do not extend to the sponsorship of individual teams.

14. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in or about the Premises or to the Premises resulting from any act done or omission by or through the User, its agents, employees, volunteers, participants, invitees, or any other person on the Premises by reason of the User's use or occupancy of the Premises. User will additionally indemnify the City for all loss, liability, cost or damages occurring to the Premises as a result of the User's use or maintenance of the Premises

15. **Insurance.**

- A. **BUILDINGS AND STRUCTURES.** The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.
- B. **GENERAL LIABILITY.** User shall provide general liability insurance in the amount of \$1,000,000 covering liability arising directly or indirectly from User's use and maintenance of the Premises. This insurance must also extend to the preparation and sale of any food on the Premises if food will be distributed or sold. User shall provide to the City a certificate of insurance in the amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled or expired. The User must notify the City immediately in this case.

City agrees that during periods when User is not making use of the premises, the City's general liability insurance will provide coverage for any person using the facility who is not covered by the User's insurance.

- C. **CONTENTS.** User is solely responsible for insurance for personal property on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.
16. **Damage to City Owned Property.** All damages to City of Hagerstown property caused by the User and/or User's volunteers, participants, contractors or invitees will be the responsibility of the User. User shall keep in a state of good repair, maintenance and cleanliness the interior of the Premises and the equipment therein, including but not limited to light bulbs, leaky faucets, sewer blockages caused by the User, air filters, and water filters, and shall promptly report any defects to the City. The City shall make every attempt to discern whether the damage was caused by the User and/or the User's volunteers, participants, contractors or invitees.

17. **Damage to Personal Property.** User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.
18. **Public Requirements.** User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises and hold the City harmless from expense or damages resulting from failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances nor from any other requirements of law due to title being in the name of the City.
19. **Assignment or Sublease.** User may not assign this agreement or sublease the Premises.
20. **Liens and Encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.
21. **City Assistance.** Nothing in this Agreement shall prohibit the User from requesting the City to provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.
22. **Board Membership – Intentionally Omitted**
23. **Notices.** Any notices sent to the parties shall be to the following addresses:

City: City of Hagerstown
City Engineer
1 E. Franklin Street
Hagerstown, MD 21740

User: Hagerstown YMCA
c/o Theresa Searcy
P. O. Box 1857
Hagerstown, MD 21742

And

City Hall
Mayor's Office
1 E. Franklin Street
Hagerstown, MD 21740

24. **Current User Information.** User will provide the City with a current list of all officers including name, title, home address, and telephone number. User shall identify the individual who has primary responsibility for scheduling use of the Premises. User will provide an updated list within 30 days of any changes and at the beginning of each calendar year.

25. **Default.** It shall constitute default if the User a) fails to use the premises for its intended purpose, or b) fails to abide by the terms of this Agreement, or c) fails to abide by its legally adopted by-laws, or d) in the City's sole judgment fails to provide equitable and fair coordination of the facility for its members and the general public. Upon receiving written notice from the City of default, the User shall have thirty (30) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.
26. **Keys.** Keys must be provided to the City of Hagerstown Parks and Recreation Department for all doors that have keyed lock and combinations. This is to assist in security, maintenance and pesticide spraying on the Premises.
27. **Parking.** Vehicles may not be driven or parked on the field(s) or in undesignated areas.

The Parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

City of Hagerstown

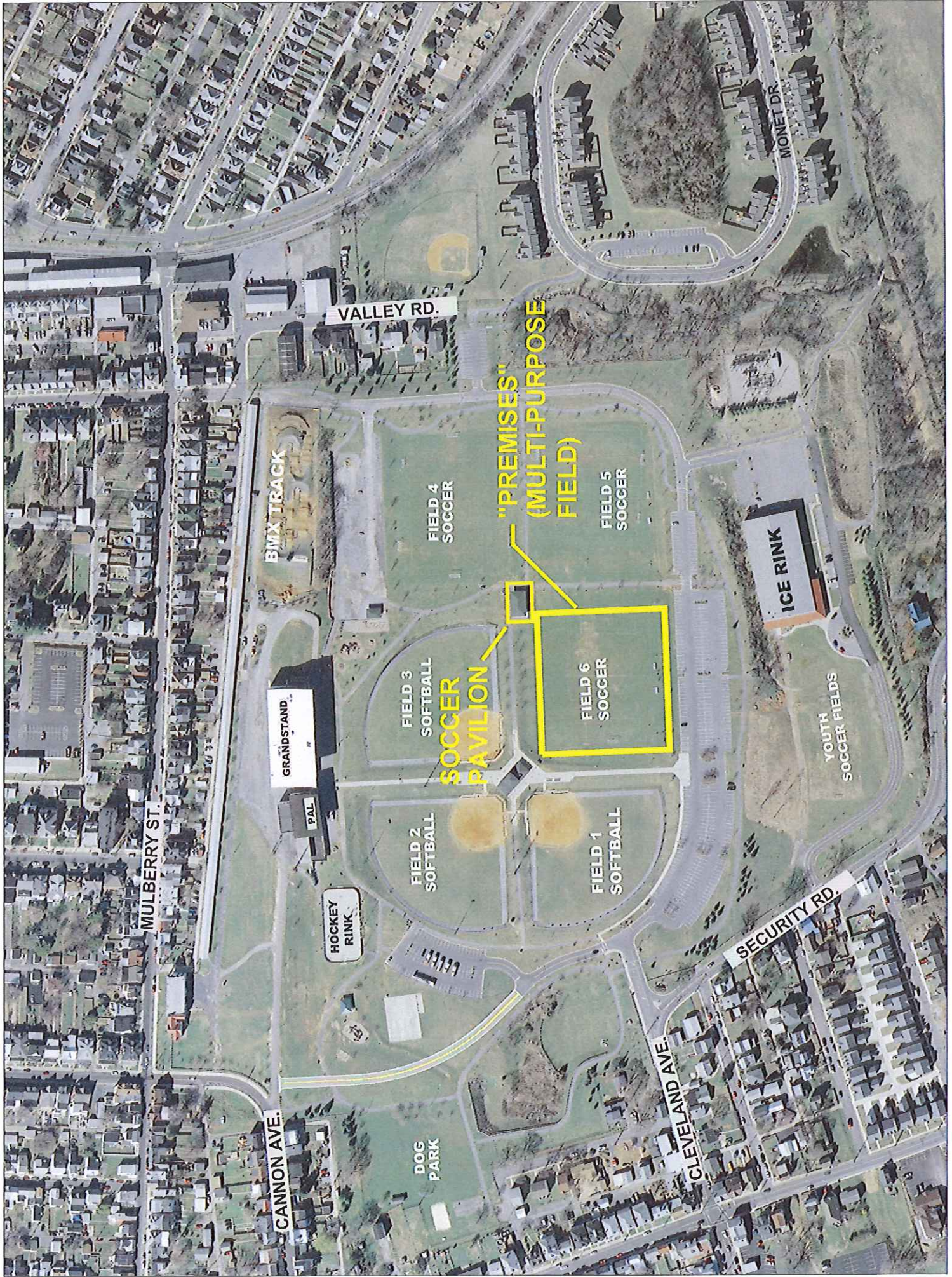
Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor Date

ATTEST:

USER
YMCA of Hagerstown Maryland, Inc.

By: _____
Date



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: User Agreement with Hagerstown Area Youth Soccer League (HAYSL)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	HAYSL.pdf	Approval of a User Agreement: HAYSL

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of User Agreement with Hagerstown Area Youth Soccer League (HAYSL)

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

MOTION: I hereby move for Mayor and Council approval of a Resolution to enter into a User Agreement with the Hagerstown Area Youth Soccer League (HAYSL). The HAYSL will have maintenance responsibility and non-exclusive but priority scheduling use of three (3) multi-purpose field in Fairgrounds Park. This agreement is for the period of January 1, 2015 through December 31, 2015. User shall have the right to renew this agreement for up to four (4) additional 1-year terms beginning January 1, 2016.

DATE OF PASSAGE: 11/25/2014

EFFECTIVE DATE: 1/01/2015

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE RENEWAL
OF THE USER AGREEMENT BETWEEN THE CITY OF HAGERSTOWN
AND HAGERSTOWN AREA YOUTH SOCCER LEAGUE
AT FAIRGROUNDS PARK**

RECITALS

WHEREAS, the City of Hagerstown owns certain property within its corporate boundaries known as Fairgrounds Park; and

WHEREAS, the City has developed said property for recreational use; and

WHEREAS, Hagerstown Area Youth Soccer League ("HAYSL") has previously used a portion of said property pursuant to a valid User Agreement, the term of which expires on December 31, 2014; and

WHEREAS, User has requested that the City allow HAYSL to continue to utilize a portion of Fairgrounds Park pursuant to the terms of the attached User Agreement; and

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

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

1. That the above recitals are incorporated herein by reference; and
2. That the Mayor be and is hereby authorized to execute and deliver the HAYSL Fairgrounds Park User Agreement, a copy of which is attached hereto and incorporated herein; and
3. That the Mayor be and is hereby authorized to execute any other documentation necessary to effectuate the purpose of this Resolution.

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

**WITNESS AND ATTEST AS
TO CORPORATE SEAL**

**MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND**

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: November 25, 2014
Date of Passage: November 25, 2014
Effective Date: November 25, 2014

PREPARED BY:
NAIRN & BOYER, LLC
CITY ATTORNEYS

City of Hagerstown
HAYSL Fairgrounds Park User Agreement

November , 2014

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and the Hagerstown Area Youth Soccer League, a non-profit organization, referred to in this Agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby agree as follows:

- =====
1. **Description of Premises.** City agrees to allow User the non-exclusive use of a portion of the Hagerstown Fairgrounds constructed as three (3) multi-purpose fields and located in the north central part of the Fairgrounds Park, illustrated in attached Exhibit A, referred to in this Agreement as "Premises".

Non-exclusive use means that the User has priority scheduling status with the City but not sole use of the Premises. Prior to March 1st of each year of the term of this Agreement or any subsequent renewal term, User may schedule with the City all dates and times necessary to offer its recreational program and to maintain the Premises as required by this Agreement. The City may then schedule all remaining times on a first come, first served basis. The City reserves the right to schedule special events at the Premises. On dates and times not scheduled by the User, the City may authorize others to schedule use of the Premises and may permit the general public access to and use of the Premises.

2. **Term of Agreement.** This Agreement shall extend from January 1, 2015 to December 31, 2015.

Notwithstanding the foregoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City, to utilize the Premises for purposes other than recreation or park uses. Said termination shall not take effect until the conclusion of the User's annual schedule and post-season play for the year in which the notice is given, unless otherwise required by law.

3. **Renewal.** User shall have the right to renew this agreement for up to four (4) additional 1-year terms beginning January 1, 2016. User must submit written request for renewal at least 90 days prior to the end of the then current term of the agreement. Any renewal is contingent upon User being in compliance with all lease terms, financial obligations, and the terms of any other agreement(s) between the Parties during the prior lease term, as determined by the City in its sole discretion. The City shall provide User with notice of non-renewal as a result of a violation of this contingency within thirty (30) days of receipt of User's notice to renew if it intends to enforce said contingency at that time.
4. **Rent.** City shall charge the User no monetary rent for the use of the Premises.

5. **Use of Premises.** User agrees that the Premises shall be used exclusively for User's soccer programs. User agrees to provide programs through leagues or clinics to teach field sports skills to area youth. User must obtain City approval for any other events or activities, including but not limited to carnivals, picnics and the use of outside vendors.
6. **Program Responsibility.** User has sole responsibility for the soccer program anticipated by this Agreement, including any equipment required. The recreational program offered by the User may not discriminate based on race, color, creed, national origin or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement.
7. **Concessions and Vendors.** User will be the primary operator of a food and merchandise concession at the Premises to raise funds for operating expenses of the Premises and the recreational program offered by the User. User must obtain and pay for any necessary permits and licenses and comply with all regulations pertaining to concession sales. User shall not sell or permit the sale of any product which may violate any agreement to which the City is a party.

User may allow private vendors to operate food concessions and soccer related concessions at the Premises, with prior approval of City staff. User shall ensure that any private vendor has general liability coverage in the amount of \$1,000,000 and User shall obtain a Certificate of Insurance from any private vendor naming both the User and the City as additional named insureds. It is User's responsibility to ensure that private food vendors are also in compliance with all terms and conditions regulating food sales and/or soccer related concessions.

8. **Fees Charged by User.**
 - A. User may not charge any fee to members of the public to watch events on the Premises.
 - B. User may charge entrance fees to participants in regular and special events sponsored by the User.
 - C. If requested by the City, User shall provide an annual accounting of revenues and expenses related to the use and operation of the facility.
9. **Ownership of Improvements.** All permanent improvements to the Premises including but not limited to restrooms, concession buildings, fencing, backstops, lighting, scoreboards, signs, and parking facilities are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that it may wish to remove from the Premises. The decision to transfer title and permit removal is within the sole discretion of the City.

Non-permanent improvements including but not limited to refrigeration and cooking equipment purchased by or given to the User shall remain the property of the User unless User expressly transfers title thereto to the City.

10. Maintenance of Facility.

- A. **GROUND.** User shall maintain the grounds to City standards including mowing, seeding, fertilizing and watering. User is responsible for the normal maintenance of the Premises including, but not restricted to, the playing field surface, all turf, field lines, etc. User shall clean up trash and debris from the premises during periods of its use, but not during the winter or summer periods from approximately November 1 through March 31, or the start of the playing season, whichever is sooner, and from approximately June 15 through August 15. City will irrigate the playing fields as necessary. The City will remove leaves from the premises. City will maintain all trees including planting, trimming, and removal of dead trees and downed branches. City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- B. **RESTROOMS.** City shall clean and maintain any restrooms on the Premises that are open for general public use whenever the Fairground Park is open to the public. User shall clean and maintain any restrooms, on or off the Premises that the City and User agree will be open to the public only when User is using the Premises. In either case, City will be responsible for providing supplies, winterizing the restroom facilities, and maintaining plumbing and electrical systems. Restrooms will be provided and open in accordance with City Parks and Recreation season.
- C. **STORAGE AREA, CONCESSION STANDS, OTHER BUILDINGS AND STRUCTURES.** User shall clean and provide general janitorial maintenance of all facilities on the Premises except as noted in paragraph B above. User shall be responsible for any damage by the User to buildings and structures that exceeds normal wear and tear. Storage needs in excess of soccer pavilion located on Exhibit A is to be provided by the User. Should the User require additional storage the User may request the City to identify a location upon which the User at their expense may construct a storage facility. Said storage facility must be approved by the City and built to City specifications.
- D. **BLEACHERS.** If bleachers are constructed, User is responsible for all maintenance, repairs, and replacements of permanent bleachers. Any bleacher repair requires a City building permit and must be inspected by the City. Maintenance, repairs, and replacements of temporary bleachers are the responsibility of the owner of the temporary bleachers. User shall monitor all bleachers for safe conditions and shut down and prohibit use of any bleacher section which is not safe until repairs are made.
- E. **FIELD LIGHTING.** User is responsible for all maintenance, repairs and replacements for field lighting.

- F. **SCOREBOARDS AND SIGNS.** User is responsible for all maintenance, repairs, replacements for scoreboards and signs.
- G. **PARKING.** User is responsible for cleanup of trash and general debris in parking areas adjacent to its assigned fields on the Premises.
- H. **SAFETY.** User assumes full responsibility for inspecting, maintaining, and supervising all structures, facilities and grounds for which User is responsible, in a safe condition to minimize the risk of personal injury. The City reserves the right to inspect any structure or facility on City property and may issue a notice to the User for any structural or maintenance deficiencies. Upon receipt of such notice, User shall make the necessary improvements within 7 calendar days unless additional time is agreed to by the City. Upon written request of the User, the City will inspect the Premises to verify conformance with applicable City Codes and Regulations.
- I. **EXTERIOR COLORS.** User must obtain approval from the City when altering the exterior color or appearance of any existing building, structure or facility.

11. **Construction of Improvements.** User must obtain approval from the City for all temporary improvements to the Premises and obtain all necessary permits for the approved construction. No temporary structures including, but not limited to, concession trailers, storage trailers, and sheds shall be installed or parked on the Premises without approval of the City. User is solely responsible for its own equipment.

12. **Utilities and Services.** Utilities and services shall be provided and paid for the parties as indicated below.

<u>Utility/Service</u>	<u>City</u>	<u>User</u>
Electricity-except field light	<u>X</u>	<u> </u>
Electricity- field lighting	<u> </u>	<u>X</u>
Water/Sewer*	<u>X</u>	<u> </u>
Gas	<u>X</u>	<u> </u>
Telephone	<u> </u>	<u>X</u>
Trash Hauling	<u>X</u>	<u> </u>

* Restroom facilities will be provided by the City and may be either permanent restroom facilities or portable facilities. The User is responsible for any additional portable restrooms which may be required for special events, including tournaments scheduled by the User.

13. **Signs and Advertisements.** All signs or advertisements installed or displayed on the Premises must be approved by the City and conform to existing laws and ordinances. Approval will be based on size, materials, design, method of construction, content, location, visibility, and compatibility with sponsorships obtained by the City. No alcohol or tobacco advertising will be permitted. The City reserves the right to remove any signs

or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place approved advertising around the perimeter of the fields and structures on the Premises to generate income for the operation and maintenance of the Premises. City reserves the right to install signs on the Premises.

14. **Sponsorship Coordination and Approval.** All sponsorships to be advertised, posted or otherwise acknowledged on the Premises must be approved by the City. Sponsorships obtained by User and sales of merchandise and/or concessions by the User must conform to any applicable sponsorship agreements obtained by the City. No alcohol or tobacco sponsorships will be permitted. To allow for coordination of sponsorships for the Fairgrounds, including exclusive sponsorships sought by the City, the City requests potential regional and national sponsorships sought by the User, including but not limited to restaurant franchises, beverages, athletic companies, utilities, and financial institutions, be reviewed by the City prior to solicitation by the User. The requirements of this section 14 do not extend to the sponsorship of individual teams.

15. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, cost or damages that may occur or be claimed with respect to any person or property on, in or about the Premises or to the Premises resulting from any act done or omission by or through the User, its agents, employees, volunteers, participants, invitees, or any other person on the Premises by reason of the User's use or occupancy of the Premises. User will additionally indemnify the City for all loss, liability, cost or damages occurring to the Premises as a result of the User's use or maintenance of the Premises

16. **Insurance.**

A. **BUILDINGS AND STRUCTURES.** The City shall provide building and structure insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.

B. **GENERAL LIABILITY.** User shall provide general liability insurance in the amount of \$1,000,000 covering liability arising directly or indirectly from User's use and maintenance of the Premises. This insurance must also extend to the preparation and sale of any food on the Premises if food will be distributed or sold. User shall provide to the City a certificate of insurance in the amount specified above with the City listed as an additional named insured.

User agrees to immediately cease all use of the Premises if its general liability insurance is canceled or expired or if it has reason to believe the insurance is canceled or expired. The User must notify the City immediately in this case.

City agrees that during periods of time when user is not making use of the Premises the City's general liability insurance will provide coverage for any person using the facility who is not covered by the User's insurance.

C. **CONTENTS.** User is solely responsible for insurance for personal property on the Premises if the User elects such coverage. The City will not provide insurance for any personal property not owned by the City.

17. **Damage to City Owned Property.** All damages to City of Hagerstown property caused by the User and/or User's volunteers, participants, contractors or invitees will be the responsibility of the User. User shall keep in a state of good repair, maintenance and cleanliness the interior of the Premises and the equipment therein, including but not limited to light bulbs, leaky faucets, sewer blockages caused by the User, air filters, and water filters, and shall promptly report any defects to the City. The City shall make every attempt to discern that the damage was caused by the User and/or the User's volunteers, participants, contractors or invitees.
18. **Damage to Personal Property.** User is responsible for all personal property kept, stored, or placed on the property in conjunction with the User's use of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.
19. **Public Requirements.** User shall comply with all laws, orders, ordinances, park rules and regulations, permit regulations, and other public requirements in effect now or in the future affecting the Premises or the use of the Premises and hold the City harmless from expense or damages resulting from failure to do so. The Premises are not exempted from compliance with zoning or other municipal codes or ordinances nor from any other requirements of law due to title being in the name of the City.
20. **Assignment or Sublease.** User may not assign this agreement or sublease the Premises.
21. **Liens and Encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this Agreement. This Agreement is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.
22. **City Assistance.** Nothing in this Agreement shall prohibit the User from requesting the City to provide additional services or support nor prohibit the City from providing additional services or support at the sole discretion of the City.
23. **Board Membership – Intentionally Omitted**
24. **Notices.** Any notices sent to the parties shall be to the following addresses:

City: City of Hagerstown
City Engineer
1 E. Franklin Street
Hagerstown, MD 21740

User: HAYSL
c/o AYSO Region 627
P. O. Box 4962
Hagerstown, MD 21742

And

City Hall
Mayor's Office
1 E. Franklin Street
Hagerstown, MD 21740

25. **Current User Information.** User will provide the City with a current list of all officers including name, title, home address, and telephone number. User shall identify the individual who has primary responsibility for scheduling use of the Premises. User will provide an updated list within 30 days of any changes and at the beginning of each calendar year.
26. **Default.** It shall constitute default if the User a) fails to use the premises for its intended purpose, or b) fails to abide by the terms of this Agreement, or c) fails to abide by its legally adopted by-laws, or d) in the City's sole judgment fails to provide equitable and fair coordination of the facility for its members and the general public. Upon receiving written notice from the City of default, the User shall have thirty (30) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.
27. **Keys.** Keys must be provided to the City of Hagerstown Parks and Recreation Department for all doors that have keyed lock and combinations. This is to assist in security, maintenance and pesticide spraying on the Premises.
28. **Parking.** Vehicles may not be driven or parked on the field(s) or in undesignated areas.

The Parties agree and represent to each other that the undersigned have the authority to accept and sign this Agreement.

ATTEST:

City of Hagerstown

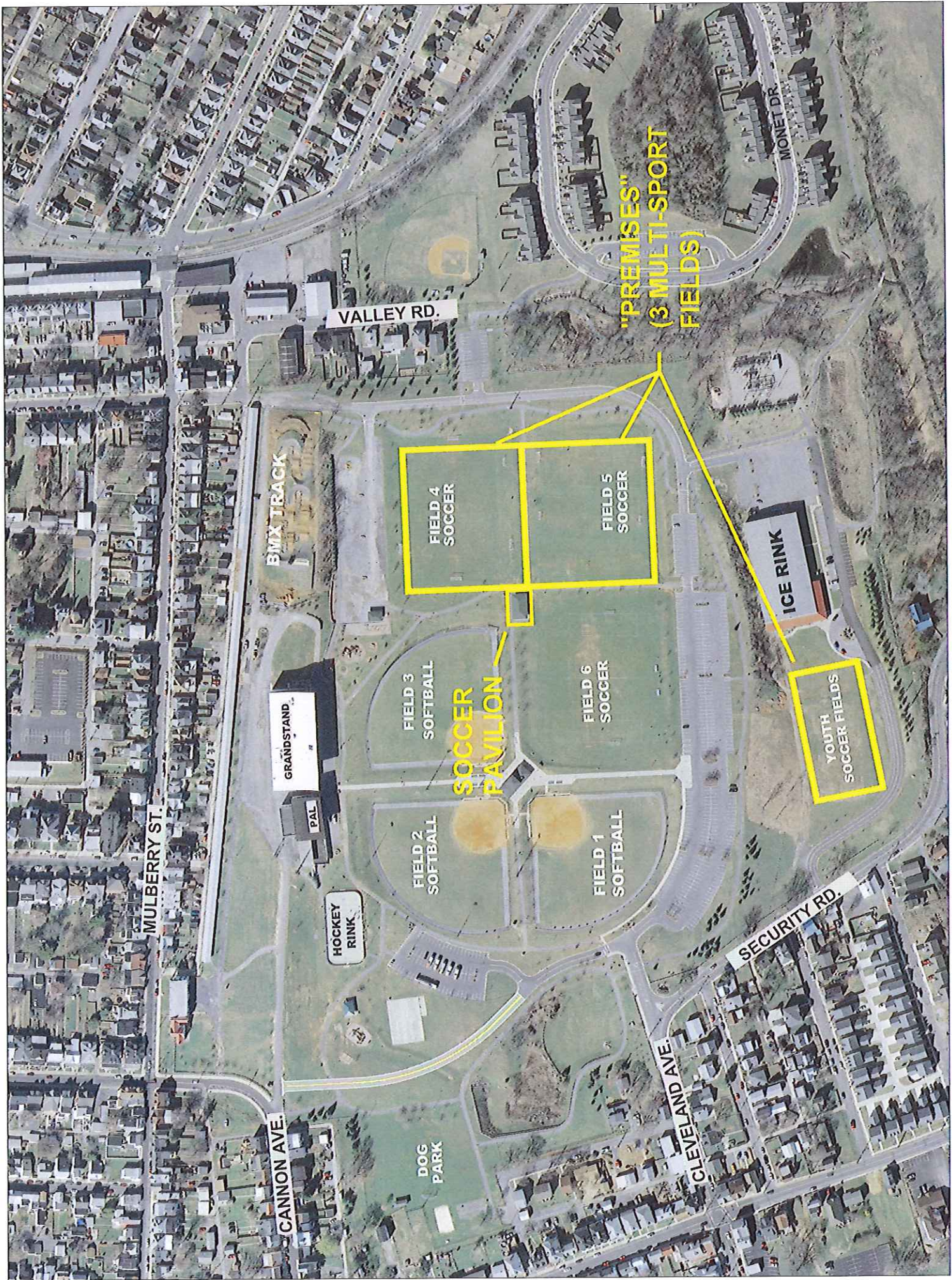
Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor Date

ATTEST:

USER
Hagerstown Area Youth Soccer League, Inc.

By: _____
Date



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: Authorizing the Designation of Alley #5-55 as "Marguerite Way"

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

▯ [Marquerite Way.pdf](#)

Description

Approval of Naming
Alley 5-55 as
Marguerite Way

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of a Resolution: Authorizing the designation of Alley #5-55 as
"Marguerite Way"

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

MOTION: I hereby move to authorize the designation of Alley #5-55 as "Marguerite Way".
This alley runs between Potomac Avenue/Mealey Parkway and East Irvin Avenue.
The alley is so named in honor of Marguerite Cyr who has lived on Potomac
Street since 1959.

DATE OF PASSAGE: 11/25/2014

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION TO NAME ALLEY #5-55 as
"Marguerite Way"

RECITALS

WHEREAS, the City of Hagerstown maintains as a part of the street system, Alley #5-55 which runs between Potomac Avenue/Mealey Parkway and East Irvin Avenue and is shown on the attached Exhibit A and,

WHEREAS, the City of Hagerstown has received a petition from the citizens in the neighborhood requesting that the alley be named "Marguerite Way", and

WHEREAS, Marguerite Cyr is celebrating 55 years of living on Potomac Avenue and has made significant contributions to the community in her 101 years of life, and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the citizenry of the City of Hagerstown that the alley be so named.

BE IT RESOLVED, that the Mayor and Council of the City of Hagerstown, as its duly constituted legislative body, does hereby name Alley #5 -55 as "Marguerite Way", and

BE IT FURTHER RESOLVED, that the Mayor, Council and City Staff are hereby authorized to take such other and further action as may be necessary to effectuate this Resolution.

BE IT FURTHER RESOLVED, that this Resolution become effective on the date of its passage.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

David S. Gysberts, Mayor

DATE OF INTRODUCTION: 11/25/2014
DATE OF PASSAGE: 11/25/2014
EFFECTIVE DATE: 11/25/2014



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 18, 2014

TO: Bruce Zimmerman, City Administrator
FROM: Rodney Tissue, City Engineer *RTP*
RE: Designating Alley #5-55 as "Marguerite Way"

Staff received the attached request from Laura Cyr to consider naming the alley that is between Potomac Avenue/Mealey Parkway and East Irvin Avenue as "Marguerite Way" in honor of her mother who has lived adjacent this alley for decades. The attached exhibit shows the specific alley that is currently designated as Alley #5-55.

Ms. Cyr provided the required petition signed by the majority of the property owners along the alley. City staff surveyed the property owners adjacent the alley and found no opposition. Fire & Rescue agencies and other City Departments indicated they have no concern with this proposal.

If Council approves this designation, staff will install the appropriate street name signs on November 26th so that Ms. Cyr can surprise her elderly mother over the Thanksgiving holiday.

Staff will be present on Tuesday to discuss this with Council.

Attachments * 10/28/14 Request
* Location Map
* Tax Map of Alley

c: Eric Deike
Erik Kline
Jeff Swan
File

October 28, 2014

Rodney Tissue
City Engineer, Department of Parks and Engineering
1 East Franklin Street
Hagerstown, Maryland 21740

Re: Naming of Alley NO. 5-55
Proposed Name - MARGUERITE WAY

Dear Rodney;

I am writing to submit my petition to name alley 5-55. This alley runs between the 1100 block of Potomac Avenue/11-55 Mealey Parkway and 4 to 86 Irvin Avenue. I am proposing that the alley be named as follows:

MARGUERITE WAY

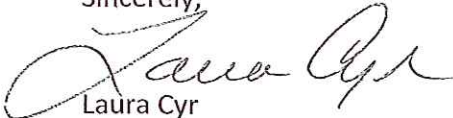
I have obtained signatures from 20 property owners for 21 properties. This represents all of the owner occupied properties with the exception of one owner, who is currently out of the country. There are 37 properties on the block. I have attached map of the block for your reference.

I am requesting this naming in honor of my mother, Marguerite Cyr, who has lived at 1140 Potomac Avenue since 1959. My mother has been involved in the community over the years with various organizations: a Member of the Board of Directors and past Chapter Chairman of the Red Cross, Past President of the Shawnee Council Girl Scouts, Fund Raiser for the March of Dimes and the United Way, a member of the Valley Art Association, a Docent at the Hagerstown Fine Arts Museum, head of the Wednesday Morning Art Group at the YMCA for 17 years, an art teacher at St. Maria Goretti and a standing member of the Hagerstown Women's Club, to name several of her associations.

My mother turned 101 on August 4, 2014. Over the years, she has taken many walks along the alley behind her home. In light of the time Mom has lived in her home and her presence on the block and in the community, I feel it would be in keeping to name the alley in her honor – MARGUERITE WAY. I was pleased with the positive reception that I received from the neighbors when I approached them with my petition. There was no hesitation on their part and they wished me luck with my proposal.

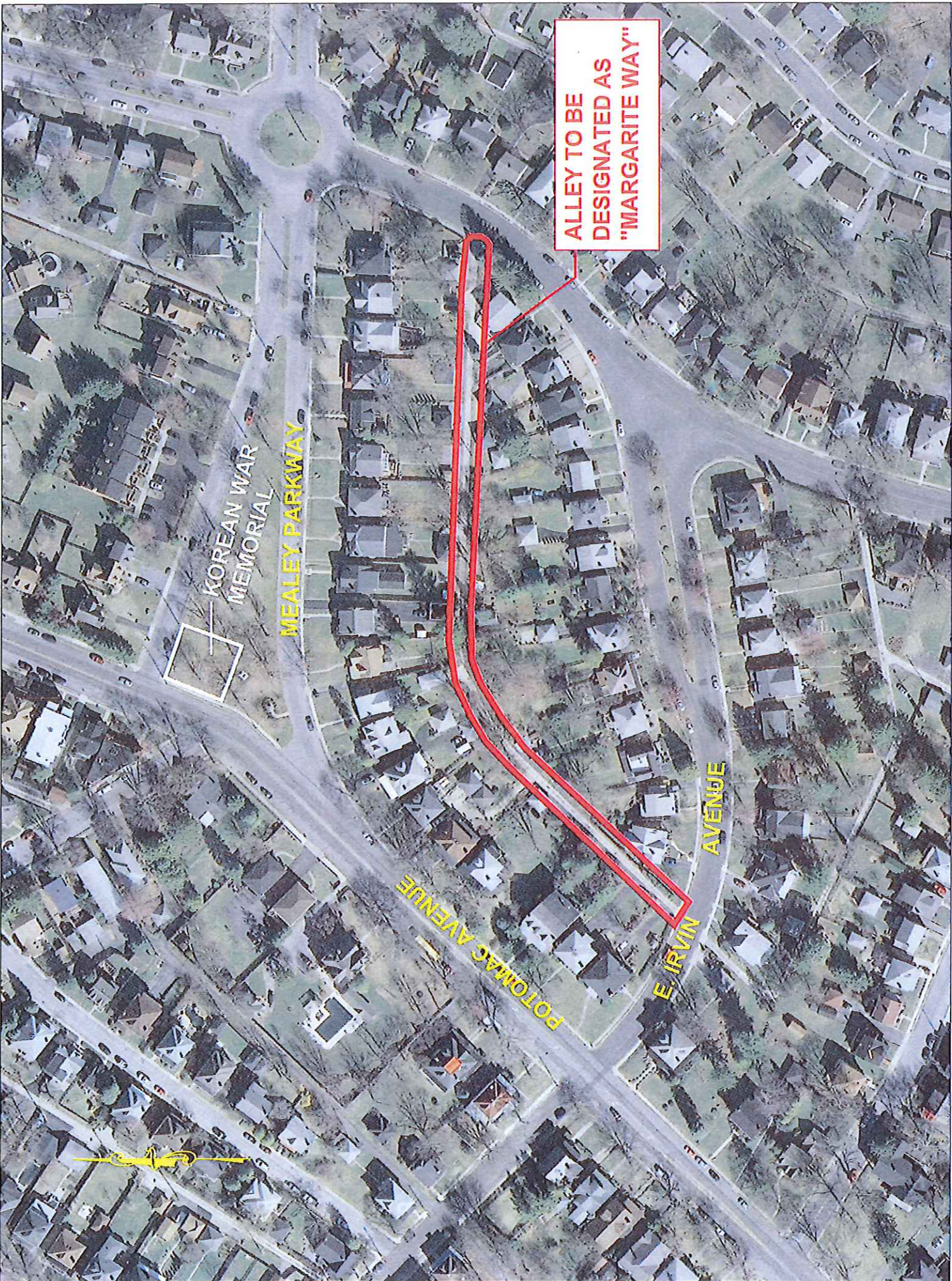
I hope that you will consider my request and I look forward to hearing your decision. Thank you so very much.

Sincerely,



Laura Cyr

On behalf of the members of the Cyr family
1364 European Drive
Henderson, Nevada 89052
702.610.1885



LOCATION MAP

SCALE: 1"= 150'

POTOMAC AVENUE

MEALEY PARKWAY

ALLEY

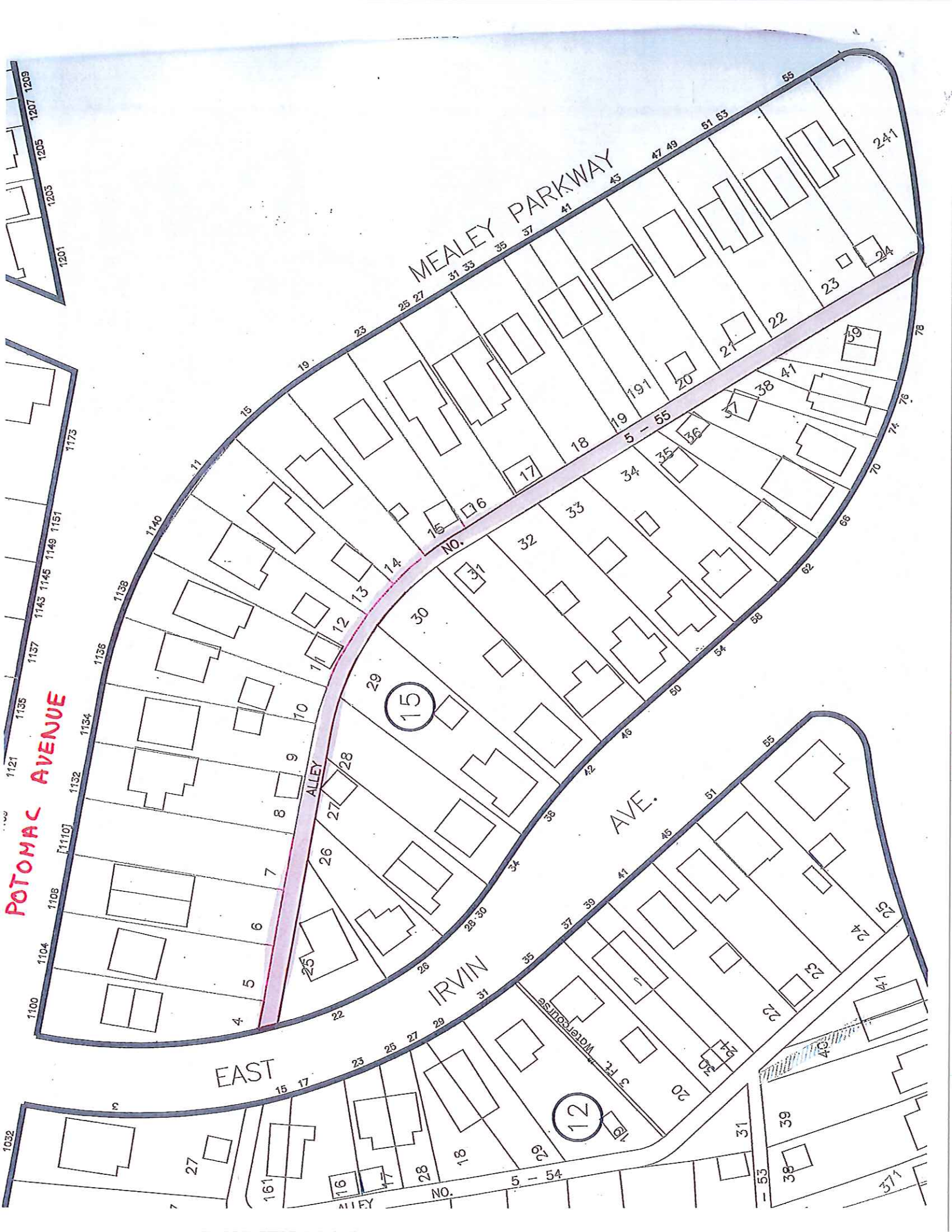
IRVIN

AVE.

EAST

15

12



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Application for FY 2016 Program Open Space Projects

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	POS.pdf	Approval of Program Open Space Projects

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of Application for FY 2016 Program Open Space Projects

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

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2016 Program Open Space development funding of improvements to the City's recreational facilities (by priority) as follows:

1. A & E Walking Trail – Park Development Phase II - \$45,000
2. Fairgrounds Park Soccer Field Lights - \$36,000
3. Dog Park II - \$54,000
4. Fairgrounds Park Pavilion - \$27,000
5. Skate Park - \$27,000
6. City Park Play Equipment - \$31,500

I further move to request \$100,000 in land acquisition funds for purchase of real property as part of the A & E Trail project.

DATE OF PASSAGE: 11/25/2014

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of General Fund Agency Contribution Policy

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
📎	Agency_Funding.pdf	Approval of Agency Funding Policy

City of Hagerstown
General Fund Agency Contribution Policy

Adopted: November 25, 2014

Purpose:

The City of Hagerstown for many years has funded grants to local community agencies using annual appropriations in the General Fund as the source of this financial support. The purpose of this policy is the following:

- 1) To establish the level of General Fund funding support for agency contributions.
- 2) To define the City's timeline for this process.
- 3) To specify the City's requirements for the information to be provided by agencies seeking funding.
- 4) To outline the schedule for the City's distribution of funds to agencies receiving a grant of more than \$5,000.

Funding:

- 1) The Mayor and Council have established a funding level of \$190,000 to be allocated toward 7 recipients identified by the City as core agencies. These agencies include the following:
 - a) Washington County Free Library
 - b) Washington County Museum of Fine Arts
 - c) Maryland Theatre
 - d) Maryland Symphony Orchestra
 - e) Hagerstown Municipal Band
 - f) Community Rescue Services
 - g) Hagerstown Neighborhood Development Partnership
- 2) The Mayor and Council have established a funding level of \$10,000 for other agency requests for funding.
- 3) The Mayor and Council have established a \$5,000 contingency for General Fund Agency Contributions.
- 4) The Mayor and Council have established that the total funding level for General Fund Agency Contributions is \$205,000.

Timeline:

- 1) If needed, the Mayor and Council will consider changes to these funding levels for General Fund Agency Contributions in future fiscal years by the end of October.
- 2) The City will distribute application packets to community agencies in November.
- 3) Applications from agencies are due no later than the 2nd Friday of January. Submission of funding requests will not be received after this date.
- 4) The Mayor and Council will approve Community Agency funding from the General Fund by the end of May.
- 5) Agencies will be notified of the Mayor and Council's funding decision by mid-June for contributions to be available beginning July 1.

Application: The City of Hagerstown will consider a number of factors/criteria in approving funding requests. Agencies requesting more than \$5,000 in funding should include the following in their applications for funding:

- 1) A full description of how the requested grant from the City would be used to support agency operations, services, and capital improvements.
- 2) A summary of other local government funding sources and amounts including any grants received from Washington County or other municipalities.
- 3) A copy of the agency's most recent budget.
- 4) A copy of the agency's most recent financial report or audit prepared by an independent auditing firm.
- 5) A description of how the agency supports the goals of the City for downtown revitalization, expansion of the arts, culture, and education, neighborhood vitality, quality of life.
- 6) Agency service data related specifically to providing service and assistance to residents of the City of Hagerstown.

As part of the application and approval process an agency may be requested to make a presentation of their funding request and service information to Mayor and Council during a public work session.

Distribution of Funds:

- 1) The City will distribute grant funds to the agencies on a quarterly reimbursement basis beginning on October 1 of each year for those organizations receiving a grant of more than \$5,000. Other agencies can receive the full amount of their grant in July, the first month of the City's fiscal year.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Contract with GovHR USA for City Administrator Search Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

📎 [Executive Search Services Nov2014.pdf](#)

Description

Executive Search Firm
Recommendation
Memo



CITY OF HAGERSTOWN, MARYLAND

Human Resources

TO: Mayor and Council

FROM: Karen Paulson, Director of Human Resources *KP*

DATE: November 11, 2014

RE: Executive Search Firm Recommendation

ACTION REQUESTED

Staff requests Mayor and Council's approval to engage the services of GovHR USA to conduct the recruitment and selection process for a new City Administrator. While the price proposal of \$21,000 is less than the required amount to be placed on the consent agenda, the subject matter of the contract merits public discussion and direction.

POINTS OF CONSIDERATION

City Administrator Bruce Zimmerman has previously announced his intent to retire from the City of Hagerstown in June 2015 after 21 years of service. A guidebook published by the International City/County Management Association (ICMA) states, "Selecting a chief administrator is perhaps the most important decision that elected officials will make for their community." This statement holds true for the City of Hagerstown. City Code defines the City Administrator as the chief administrative officer of the municipality. The position's powers and duties are defined by section VI of the Charter. Ultimately, the position is responsible for the administration and day to day management of the City as defined by the Charter and as directed by Mayor and Council.

A significant amount of time has passed since the City's last City Administrator recruitment. Staff recommends the use of an experienced search firm to assist the City in the recruit to hire process due to the time, resources, and specialized knowledge required to devote to the process. Mayor and Council previously authorized staff to conduct an RFP to determine if an agency would meet our recruitment needs by providing service value within a reasonable cost.

THE NEED FOR SPECIALIZED EXPERTISE

There are significant benefits and advantages to using the services of a specialized recruitment firm. Perhaps the most advantageous benefit is that the agency has built a network of potential candidates. This network includes individuals who may not actively be seeking new employment, and those who are. Additionally, a specialized search firm will be aware of the current applicant pool and have the expertise to guide the City through this process. It is important to note that Mayor and Council would maintain control over the process, and

ultimately the selection of the final candidate. Use of an agency also allows a fair competitive process to all applicants, whether they are internal, external, local or non-local. Human Resources staff will provide oversight and technical assistance to the executive recruitment firm in all of the processes of the recruitment and selection.

RESPONSE TO RFP

Proposals were received from seven agencies. Three of the respondents were both qualified and compliant with the RFP. These agencies were Slavin Management Consultants, Colin Baenziger and Associates, and GovHR USA. Staff thoroughly reviewed the materials that each firm provided, evaluated each firm's strengths, and contacted references. The RFP review committee unanimously recommends GovHR USA to conduct the recruitment and placement as providing the best value in services and price. The main reasons of the committee's recommendation include:

- Significant long term experience in recruiting and hiring City Administrators
- Outstanding references from other municipality staff and elected officials
- High retention rate of placements in the last 5 years
- The City would work with co-owner Heidi Voorhees, a well-known, respected recruiter and former City Manager.
- An inclusive service proposal to include a comprehensive background search
- Competitive pricing

SUMMARY OF RECRUITMENT AND SELECTION PROCESS

In general, the recruitment and selection process will consist of the following elements:

- Search firm will meet individually and collectively with Mayor and Council, Department Heads, and other key stakeholders to develop the City Administrator Position and Community Profile. The profile includes organizational needs, professional attributes and skillsets required for the position and future community priorities.
- The firm will prepare the recruitment and marketing materials. The firm will work with Mayor and Council and staff to develop an advertising campaign plan. Such materials may include printed brochures, direct mailings and emails to possible candidates, advertising in professional industry publications, websites, newsletters, and other appropriate sources.
- After the active candidate recruitment period is complete, the firm will conduct an initial assessment and screening. This process is used to pare down the number of candidates prior to arriving to a list of finalists.
- Mayor and Council will work with the agency to determine which finalists to interview. Use of telephone interviews or interviews via Skype can be used initially to further narrow the field of finalists.
- Staff will work with the agency to arrange in-person interviews for finalists. These typically span a two day period and involve a structured interview process. The specific interview panel makeup, number of interview panels, and questions would be developed with the selected consultant. The extended in-person

interview also allows time for a candidate and their respective family members to experience our community.

- The firm will assist Mayor and Council with developing and extending an offer of employment.
- Staff will work with the selected candidate and their family to successfully transition them to our community.

FISCAL IMPACT

The price proposal from GovHR USA is \$21,000. This is comprised of a \$13,000 flat recruitment fee, up to \$2,000 in advertising costs, and up to \$6,000 in recruitment expenses (consultant travel, shipping, support service, copying, etc.). Any advertising or recruitment expense beyond the established amounts would be required to be approved by Mayor and Council. The City has \$50,000 reserved in the budget for this process.

The estimated time of active recruitment to hire is projected to span a 3-4 month period. Staff appreciates Mayor and Council's consideration and direction in this important task.

REQUIRED MOTION

MAYOR AND CITY COUCIL HAGERSTOWN, MARYLAND

DATE: 11/25/2014

TOPIC: Approval of Motion – Contract Approval for GovHR USA

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

MOTION: I hereby move for an approval of motion to retain the services of GovHR USA, LLC for the purpose of conducting City Administrator Search Services in accordance with RFP P1570.15 and the Proposal submitted by GovHR USA on September 22, 2014. The total projected cost is up to, but not to exceed \$21,000.

EFFECTIVE DATE: 11/25/2014

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Purchase: Bulk Gasoline Purchase - Petroleum Traders (Fort Wayne, IN) \$362,239

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 Purchase: Diesel Fuel - Petroleum Marketing Group, Inc. (Woodbridge, VA)
\$272,287

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Water and Wastewater Chemical Purchase (Various Vendors) - Water \$563,954, Wastewater \$572,414

Mayor and City Council Action Required:

Requested approval of the Utilities Department Chemical Purchase FY15 second half and first half of FY16 in the total amount of \$1,136,378.

Discussion:

The bids for the Utilities Chemical purchases for the next twelve months was bid through the County under Bid PUR-1266. The total amount is \$1,136,378. The chemicals are used in the water/wastewater treatment processes and the bid spans 2-fiscal years and balance will be budgeted in the FY16 Budget. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2014.

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

Financial Impact:

\$572,414.00 (five hundred seventy two thousand four hundred fourteen dollars) of Wastewater Division funds and \$563,954.00 (five hundred sixty three thousand nine hundred fifty four dollars) of Water Division funds.

Recommendation:

Staff recommended approval

Motion:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 15 and the first half of Fiscal Year 16

Charter Amendment	?
Code Amendment	?
Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$572,414.00 (five hundred seventy two thousand four hundred fourteen dollars) of Wastewater Division funds and the expenditure of \$563,954.00 (five hundred sixty three thousand nine hundred fifty four dollars) of Water Division funds for the purchase of bulk chemicals. The purchases will occur in the second half of Fiscal Year 14 and the first half of Fiscal Year 15. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1266.

DATE OF INTRODUCTION: 11/25/14

DATE OF PASSAGE: 11/25/14

EFFECTIVE DATE: 11/25/14

Action Dates:
Regular Session 11/25/14

ATTACHMENTS:

File Name

Description

 Motion for Utilities Department Chemical Purchase FY15 112514.doc	Utilities Department Chemical Purchase FY15 second half and first half of FY16
 Water Division Chemical Consent Agenda FY15-FY16 112514.pdf	Water Division Chemical Consent Agenda FY15- FY16 112514
 Wastewater Division Chemicals Consent Agenda FY15-FY16 112514.pdf	Wastewater Division Chemicals Consent Agenda FY15-FY16 112514
 Utilities Division Chemical Bid Evaluation FY15 112514.pdf	Utilities Division Chemical Bid Evaluation FY15 112514

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 25, 2014

TOPIC: **Approval of the Utilities Department Bulk Chemical purchases for the remainder of Fiscal Year 15 and the first half of Fiscal Year 16**

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

MOTION: I hereby move that the Mayor and City Council approve the expenditure of \$572,414.00 (five hundred seventy two thousand four hundred fourteen dollars) of Wastewater Division funds and the expenditure of \$563,954.00 (five hundred sixty three thousand nine hundred fifty four dollars) of Water Division funds for the purchase of bulk chemicals. The purchases will occur in the second half of Fiscal Year 14 and the first half of Fiscal Year 15. The chemicals, which are used in the treatment processes employed by the Divisions, were bid through the City/County joint bidding process utilizing County Bid PUR-1266.

DATE OF INTRODUCTION: 11/25/14
DATE OF PASSAGE: 11/25/14
EFFECTIVE DATE: 11/25/14

Approval For:	
Consent Agenda:	
New Business:	X

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 29,880.00
16 Tons	Water - Chemicals - Powered Activated Carbon (Univar)	\$ 36,064.00
44,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (Univar USA)	\$ 24,200.00
13,000 Gallons	Water - Chemicals - Sodium Hypo Chlorite (Univar USA)	\$ 20,410.00
100 Dry Tons	Water - Chemicals - DelPac (USALCO)	\$ 215,900.00
50,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar)	\$ 171,000.00
70,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Main Pool & Chemical)	\$ 66,500.00
	TOTAL	\$ 563,954.00

Bid spans 2-fiscal years and balance will be budgeted in the FY16 Budget.

Bid/Proposal/Quote No.: County Bid: PUR-1266

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
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[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Water Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2014.

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



Director of Utilities

November 10, 2014

Date



Water Operations Manager

November 10, 2014

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Approval For:	
Consent Agenda:	
New Business:	X

Originating Department:	Utilities Dept. (Wastewater Division)	By:	Joseph Moss
Account Number:	Various	Account/Project Name:	City/County Joint Chemical Bid
Budget Amount:	FY15 \$ 460,500	Account Balance:	\$ 397,712
		Year:	FY15
		CIP Control No.:	NA
Unbudgeted:		Account Balance:	
		Year:	
		CIP Control No.:	
	Source Of Funds: Wastewater Fund - Operating		

Quantity	Description	Value
NEW BUSINESS		
60 Tons	Wastewater - Chemicals - 38%-42% Ferric Chloride (Kemira Water Solutions)	\$ 29,700.00
12,000 Gallons	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (Univar USA)	\$ 16,440.00
5,000 Pounds	Wastewater - Chemicals - 3" Tablet Chlorine (Main Pool and Chemical)	\$ 9,750.00
3,500 Gallons	Wastewater - Chemicals - Defoamer Suppressor MB012 SF (Coburn)	\$ 24,640.00
135,000 Gallons	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 336,150.00
10,000 Pounds	Wastewater - Chemicals - Polymer Zetag 7563 (Coyne Chemical)	\$ 24,614.00
50,000 Pounds	Wastewater - Chemicals - Methanol (Key Chemical)	\$ 131,120.00
	TOTAL	\$ 572,414.00

The above chemicals are used in the wastewater treatment process. The chemicals are bid as part of a combined purchase agreement with Washington County.

Bid spans 2-fiscal years and balance will be budgeted in the FY16 Budget.

Business Name: See Attached Summary Report
Address:
City, State:

Bid/Proposal/Quote No.: County Bid: PUR-1266

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
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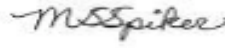
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Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2014.

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



Director of Utilities

November 10, 2014

Date



Water Operations Manager

November 10, 2014

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Water and Wastewater Chemical Bid Recommendation for FY15 & FY16

Operation and Account Number	FY15 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY15 Unit Cost	FY15/16 Projected Annual Cost
R.C. WILLSON WATER PLANT - 52-70501									
559103	\$ 25,000.00	2	Liquid Chlorine	Water	60	Ton	UNIVAR USA	\$ 498.00	\$ 29,880.00
559113	\$ 20,000.00	6	Powdered Activated Carbon	Water	16	Ton	UNIVAR USA	\$ 2,254.00	\$ 36,064.00
559110	\$ 325,000.00	7	Polyaluminum Chloride	Water	100	Dry Ton	USALCO, LLC	\$ 2,159.00	\$ 215,900.00
559101	\$ 50,000.00	10	25% Liquid Caustic Soda	Water	70,000	Gallon	MAIN POOL AND CHEMICAL	\$ 0.95	\$ 66,500.00
559112	\$ 150,000.00	14	Potassium Permanganate	Water	50,000	Pound	UNIVAR USA	\$ 3.4200	\$ 171,000.00
559106	\$ 20,000.00	28	Sodium Fluorosilicate	Water	44,000	Pound	UNIVAR USA	\$ 0.550	\$ 24,200.00
WATER PRODUCTION - PUMP STATIONS - 52-70502									
559103	\$ 12,000.00	5C	Sodium Hypochlorite (bulk)	Water	13,000	Gallon	UNIVAR USA	\$ 1.57	\$ 20,410.00

Operation and Account Number	FY15 Budgeted Amount	FY15 Expenses	Description
R.C. WILLSON WATER PLANT - 52-70501			
559103	\$ 25,000.00	\$ 5,028	Liquid Chlorine
559113	\$ 20,000.00	\$ 6,600	Powdered Activated Carbon
559110	\$ 325,000.00	\$ 42,800	Polyaluminum Chloride
559101	\$ 50,000.00	\$ 14,500	25% Liquid Caustic Soda
559112	\$ 150,000.00	\$ 30,600	Potassium Permanganate
559106	\$ 20,000.00	\$ 6,480	Sodium Fluorosilicate
559103	\$ 12,000.00	\$ 4,500	Sodium Hypochlorite (bulk)
Total:	\$ 602,000	\$ 110,508	

FY15/16 Estimated Expense

WILLSON	\$543,544.00
PUMP STATIONS	\$20,410.00

TOTAL ESTIMATED WATER COST \$563,954.00

Water and Wastewater Chemical Bid Recommendation for FY15 & FY16

Operation and Account Number	FY15 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY15 Unit Cost	FY15/16 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
559105	\$ 55,000	4	38% Ferric Chloride	Wastewater	60	Dry Ton	KEMIRA WATER SOLUTIONS, INC	\$ 495.000	\$ 29,700.00
559115	\$ 21,000	5B	12.5% Sodium Hypochlorite	Wastewater	12,000	Gallon	UNIVAR USA	\$ 1.370	\$ 16,440.00
559104	\$ 7,500	23	3" Tablet Chlorine	Wastewater	5,000	Pound	MAIN POOL AND CHEMICAL	\$ 1.950	\$ 9,750.00
559102	\$ 28,000	31	Defoamer (Suppressor 1155)	Wastewater	3,500	Gallon	COBURN	\$ 7.040	\$ 24,640.00
559117	\$ 130,000	32	Thioguard (Magnesium Hydroxide)	Wastewater	135,000	Gallon	PREMIER MAGNESIA	\$ 2.490	\$ 336,150.00
559116	\$ 75,000	33	Polymer (Zetag 7563)	Wastewater	10,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 2.461	\$ 24,614.00
559118	\$ 150,000	34	Methanol	Wastewater	80,000	Gallon	KEY CHEMICAL	\$ 1.639	\$ 131,120.00

Operation and Account Number	FY15 Budgeted Amount	FY15 Expenses	Description
Wastewater Treatment Plant 54-71501			
559105	\$ 55,000	\$ 15,103	38% Ferric Chloride
559115	\$ 21,000	\$ 4,085	12.5% Sodium Hypochlorite
559104	\$ 7,500	\$ -	3" Tablet Chlorine
559102	\$ 28,000	\$ 3,100	Defoamer (Suppressor 1155)
559117	\$ 130,000	\$ 32,400	Thioguard
559116	\$ 75,000	\$ 8,100	Polymer (Zetag 7563)
559118	\$ 150,000	\$ -	Methanol
Total:	\$ 460,500	\$ 62,788	

FY15/16 Estimated Expense

WASTEWATER TREATMENT \$572,414.00

TOTAL ESTIMATED WASTEWATER COST \$572,414.00

Water and Wastewater Chemical Bid Recommendation for FY15 & FY16

<u>WATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME						
MAIN POOL & CHEMICAL COMPANY	1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.740	2,750	\$ 7,535.00
GEORGE S. COYNE CHEMICAL CO., INC	1	50% LIQUID CAUSTIC SODA	GALLON	\$ 3.136	2,750	\$ 8,624.00
UNIVAR USA	1	50% LIQUID CAUSTIC SODA	GALLON	\$ 2.890	2,750	\$ 7,947.50
UNIVAR USA	2	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 498.000	60	\$ 29,880.00
CARMEUSE NATURAL CHEMICALS	3	HYDRATED LIME	TON	\$ 257.590	100	\$ 25,759.00
TRICON CHEMICAL	3	HYDRATED LIME	TON	\$ 274.330	100	\$ 27,433.00
UNIVAR USA	5C	SODIUM HYPOCHLORITE - BULK	GALLON	\$ 1.570	13,000	\$ 20,410.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON	TON	\$ 2,335.290	16	\$ 37,364.64
UNIVAR USA	6	POWDERED ACTIVATED CARBON	TON	\$ 2,254.000	16	\$ 36,064.00
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 2,159.000	100	\$ 215,900.00
GEO SPECIALITY CHEMICALS	7	POLY ALUMINUM CHLORIDE (pac)	DRY TON	\$ 3,607.840	100	\$ 360,784.00
CHEMTRITE	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.960	70,000	\$ 67,200.00
UNIVAR USA	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.950	70,000	\$ 66,500.00
MAIN POOL AND CHEMICAL	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.940	70,000	\$ 65,800.00
MARYLAND CHEMICAL COMPANY	10	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 1.250	70,000	\$ 87,500.00

CHEMTRITE	14	POTASSIUM PERMANGANATE	POUND	\$ 2.1300	50,000	\$ 106,500.00
GEORGE S. COYNE CHEMICAL CO., INC	14	POTASSIUM PERMANGANATE	POUND	\$ 2.0915	50,000	\$ 104,575.00
UNIVAR USA	14	POTASSIUM PERMANGANATE	POUND	\$ 3.4200	50,000	\$ 171,000.00
UNIVAR USA	28	SODIUM FLUOROSILICATE	POUND	\$ 0.550	44,000	\$ 24,200.00
MAIN POOL AND CHEMICAL	28	SODIUM FLUOROSILICATE	POUND	\$ 22.000	44,000	\$ 968,000.00

<u>WASTEWATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	IT MEASU	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
<u>COMPANY NAME</u>						
KEMIRA WATER SOLUTIONS, INC	4	Ferric Chloride	DRY TON	\$ 495.000	60	\$ 29,700.00
PVS TECHNOLOGIES, INC.	4	Ferric Chloride	DRY TON	\$ 509.000	60	\$ 30,540.00
UNIVAR USA	5B	SODIUM HYPOCHLORITE - BULK	GALLONS	\$ 1.370	12,000	\$ 16,440.00
MAIN POOL AND CHEMICAL	23	3" CHLORINE TABLETS	POUNDS	\$ 1.950	10,000	\$ 19,500.00
CHEMRITE INC.	23	3" CHLORINE TABLETS	POUNDS	\$ 1.980	10,000	\$ 19,800.00
TRICON CHEMICAL	23	3" CHLORINE TABLETS	POUNDS	\$ 2.190	10,000	\$ 21,900.00
GEORGE S. COYNE CHEMICAL CO., INC	23	3" CHLORINE TABLETS	POUNDS	\$ 1.555	10,000	\$ 15,554.00
UNIVAR USA	23	3" CHLORINE TABLETS	POUNDS	\$ 1.990	10,000	\$ 19,900.00
DO NOT AWARD IN FY14	30	SODIUM BISULFATE SOLUTION (38%)	POUNDS		44,000	\$
COBURN	31	DEFOAMER - ANTI FOAM FF-410	GALLONS	\$ 7.040	3,500	\$ 24,640.00
GEORGE S. COYNE CHEMICAL CO., INC	31	DEFOAMER - ANTI FOAM FF-410	GALLONS	\$ 7.210	3,500	\$ 25,235.00
MARYLAND BIOCHEMICAL CO.	31	DEFOAMER - ANTI FOAM FF-410	GALLONS	\$ 7.130	3,500	\$ 24,955.00
PREMIER MAGNESIA	32	THIOGUARD	GALLON E	\$ 2.490	135,000	\$ 336,150.00
GEORGE S. COYNE CHEMICAL CO., INC	33	POLYMER - ZETAG 7563	POUNDS	\$ 2.461	8,000	\$ 19,691.20

BRENN TAG NORTHEAST	34	METHANOL	GALLONS	\$ 1.6700	80,000	\$ 133,600.00
MARYLAND CHEMICAL CO. INC.	34	METHANOL	GALLONS	\$ 1.6900	80,000	\$ 135,200.00
KEY CHEMICAL	34	METHANOL	GALLONS	\$ 1.6390	80,000	\$ 131,120.00
THATCHER COMPANY OF NEW YORK	34	METHANOL	GALLONS	\$ 1.9085	80,000	\$ 152,680.00
THATCHER COMPANY OF NEW YORK	34	METHANOL	GALLONS	\$ 1.6700	80,000	\$ 133,600.00

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Approval of Catalyst Project #1 - RFQ for Developer/Partner for Office Development and Recruitment Project

Mayor and City Council Action Required:

Authorize staff to post the attached Request for Qualifications (RFQ) for a developer/partner for Catalyst Project #1 - Office Development and Recruitment.

Discussion:

Catalyst Project #1 targets office development in City Center and the recruitment of new office users. This project positions the Downtown to use portions of the City-owned 3.1 acre Central Parking Lot, as well as the site of the current M & T Bank branch at 32 N. Potomac, as sites for new Class A office development.

To implement this initiative, the City intends on forming a partnership with an experienced developer selected through this competitive process. The City will provide a substantial incentive package for the project and facilitate securement of other State and County incentive programs. The selected developer will market potential office sites on the Central Parking Lot, recruit tenants, and be ready to commence construction immediately upon receiving a commitment from a prospective office user. The project anticipates construction of 154,000 sf of Class A office or mixed-use space.

Through this Request for Qualifications, the City of Hagerstown is soliciting the interest of experienced office developers to become that developer/partner.

Financial Impact:

Recommendation:

Authorize staff to post the attached Request for Qualifications (RFQ) for a developer/partner for Catalyst Project #1 - Office Development and Recruitment.

Motion:

I hereby move that the Mayor and City Council authorize staff to post the attached Request for Qualifications (RFQ) for a developer/partner for Catalyst Project #1 - Office Development and Recruitment.

Action Dates:

Work Session Discussion - November 4, 2014

Preliminary Agenda Review - November 18, 2014

Approval - November 25, 2014

ATTACHMENTS:

File Name	Description
 112514_MCC_Packet_Catalyst_#1_RFQ.pdf	RFQ for Developer/Parnter for Catalyst Project #1

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2014

TOPIC: **REQUEST FOR QUALIFICATIONS FOR
DEVELOPER/PARTNER FOR CATALYST PROJECT #1**

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

MOTION: I hereby move that the Mayor and City Council authorize staff to post the attached Request for Qualifications for a developer/partner for Catalyst Project #1 – Office Development and Recruitment.

DATE OF INTRODUCTION: 11/25/14

DATE OF PASSAGE: 11/25/14

Introduction

The City of Hagerstown is aggressively pursuing the revitalization of its City Center based on the City's 2012 Sustainable Community Plan (SCP), which envisions City Center as the commercial, institutional, and cultural center of the region. During 2014, the City retained a consultant-- Urban Partners-- to undertake an economic analysis of the Downtown and to identify eight catalyst initiatives to generate momentum and investment. These eight catalyst projects and programs constitute the **Community's City Center Plan**, the implementation of which has been strongly endorsed by the Hagerstown Mayor and Council.

The Community's City Center Plan is the result of broad community input with the City and Urban Partners spending more than 130 hours collecting feedback from the community. This feedback was received in the form of individual interviews with stakeholders, focus group meetings, and a public input meeting. In June, about 100 people participated in a presentation to learn more about the plan and steps already taken towards implementation. In October, more than 50 people participated in a walking tour and charette with the City's consultants, Mahan Rykiel Associates, to formulate design ideas for the linking trail recommended in the plan. We are continuing our community engagement throughout the implementation of the plan as we recognize community understanding and involvement is key to our success.

The Community's City Center Plan provides a 10-year roadmap for eight catalyst projects along with detailed annual steps for making these concepts a reality. The projects would spur \$125 million in new investment downtown; it is projected private developers would invest 75% of the cost while the remaining investment would come from all levels of government. Furthermore, our community would gain 875 new permanent jobs through the execution of the plan. Based on the economic analysis report conducted by our partner firm, Urban Partners, all eight projects are feasible.

New Development Initiatives

1. Strategy for Office Development & Recruitment
2. Maryland Theatre Expansion Project
3. University System of Maryland Center at Hagerstown (USMH) Expansion Support Strategy
4. Hotel/Conference Center & Heritage Center/Commemorative Park
5. Linking City Park/Washington County Museum of Fine Arts (WCMFA) and Arts & Entertainment District with Trail and New Housing

Expansion of Projects Currently Underway

6. Expanded Downtown Arts/Events Programming Strategy
7. Expanded Operations of the City Farmers Market
8. Expanded & Targeted Home Ownership Support Strategies

A summary of the Community's City Center Plan and an Action Report of Implementation Steps completed to date are included as Attachment 1. The full plan can be reviewed on the City web site at www.hagerstownmd.org.

Catalyst Project #1 targets office development in City Center and the recruitment of new office users. This project positions the Downtown to use portions of the City-owned 3.1 acre Central Parking Lot, as well as the site of the current M & T Bank branch at 32 N. Potomac, as sites for new Class A office development.

To implement this initiative, the City intends on forming a partnership with an experienced developer selected through this competitive process. The City will provide a substantial incentive package for the project and facilitate securement of other State and County incentive programs. The selected developer will market potential office sites on the Central Parking Lot, recruit tenants, and be ready to commence construction immediately upon receiving a commitment from a prospective office user. The project anticipates construction of 154,000 sf of Class A office or mixed-use space.

Through this Request for Qualifications, the City of Hagerstown is soliciting the interest of experienced office developers to become that developer/partner.

About City Center Hagerstown

Hagerstown is a city of 39,662 founded in 1762, located at the heart of a suburban metro area with a total approximate population of 90,000. Hagerstown's City Center developed during a booming economic era in the late 19th and early 20th century and still contains today the civic, mixed-use and commercial architecture of this era in a pedestrian-friendly atmosphere. Of the 525 buildings in the City Center,

- 43% are commercial or mixed-use,
- 50% are residential (currently, approximately 1,400 occupy-able dwelling units),
- 6% are public or private institutions, and
- less than 2% are industrial.

As the Hub City, Hagerstown developed with an extensive transportation network with all roads and railroads leading to Hagerstown. Today, freight rail remains active through Hagerstown, two interstate highways (I-70 and I-81) intersect in our metro area, and the Hagerstown Regional Airport is just to the north of us.

Because Hagerstown is the county seat, the City Center maintains a sizeable share of government offices and government-related services. In 2012, there were 3,293 employees working in the City Center with 35% of them in public administration and 21% in professional services.

The City Center area contains the most significant concentration of arts, culture, education, and entertainment facilities in the region, being home to:

- the Maryland Theatre,
- Maryland Symphony Orchestra,
- Washington County Museum of Fine Arts (WCMFA),
- University System of Maryland Center at Hagerstown (USMH),
- Barbara Ingram School for the Arts (BISFA),
- Washington County Arts Council, and
- the Fletcher Branch of the Washington County Free Library.

Additionally, the downtown hosts many popular special events, including the Western Maryland Blues Fest and Augustoberfest (our German heritage festival). Attachment 2 highlights other assets in the City Center.

The City, our downtown partners, and private sector investors have been engaged in much positive activity over the past ten years to make the downtown more vital.

This investment activity in the City Center over the past 10 years resulted in \$71.8 million of public and private investment in capital projects completed and \$7.57 million under construction by the end of 2013.

Significant projects include the following:

- University System of Maryland Center at Hagerstown in 2002 to 2005 - \$13.5 million
- Barbara Ingram School of Fine Arts in 2007 to 2009 - \$10.6 million
- Private Building Renovations through the Partners in Economic Progress (PEP) Program - \$9.3 million in completed projects and \$11 million in projects underway. (data through 2014)
- Washington County Free Library Central Branch and Western Maryland Library - \$22 million

As illustrated on Attachment 3, in the past ten years,

- 16 buildings have been renovated,
- six storefront spaces upgraded,
- two hospital buildings demolished for future redevelopment, and
- two blighted properties acquired for future rehabilitation (which included demolition of an old derelict motel).

The renovations created upgraded spaces for:

- seven restaurants,
- two retail shops,
- 27 offices,
- one museum,
- one theater,
- one Church expansion,
- 29 dwelling units.

In addition, several public infrastructure improvements were made including:

- a new parking deck,
- a new parking lot,
- a new public park,
- six streetscape enhancements,
- two alley enhancements, and
- a transit center.

78% of the development activity investment in the City Center was by the public sector in this time period. As a result of the City's more recent financial incentive programs, 96% of the under-construction investments involve public-private partnerships. It is a City goal to see a greater percentage of activity by the private sector in downtown development activity in the future. As a means of facilitating this goal and removing barriers to private sector investment, the City created a rich portfolio of Invest Hagerstown incentive programs and has been increasing activity in acquisitions and building upgrades on blighted properties. The City-owned commercial properties and surface parking lots in the City Center are viewed by the City as temporary holdings for future acquisition and/or development by the private sector. Our activities in this area are intended to facilitate investment by the private sector.

Consistent with this vision and the Community's City Center Plan, this current project anticipates utilizing portions of City-owned surface parking lots as pad sites for new Class A office development.

In recognition of the positive actions and planning which have recently taken place in Hagerstown and the momentum we have achieved for positive future success, Hagerstown was recently designated by the State of Maryland as Maryland Main Street Community. Hagerstown was also one of the first communities in Maryland with designation as a Maryland Arts & Entertainment District. The City Center is also a targeted area for funds through the Maryland Heritage Area Program and the Maryland Community Legacy Program.

Description of the Opportunity

The City of Hagerstown intends on designating the selected developer/partner as the sole re-developer of identified pad sites in the Central Parking Lot subject to the use and development conditions detailed below. This developer designation will continue so long as the developer/partner continues to achieve the performance standards also detailed below. Sites will be transferred as needed to capture specific Class A office development opportunities. It is anticipated that each site transfer will provide sufficient land for the proposed building footprint as well as any needed pedestrian circulation, landscaping, service access, and documented special parking.

Should a developer be interested in exploring other properties in the City for renovation or redevelopment outside the programmatic and geographic scope of this project, City economic development staff are available to meet and discuss opportunities and available incentives to facilitate such projects.

Description of the Site and Land Control

The sites are defined as Sites A1, A2 and B on Figure 1 below. The sites are portions of the City-owned 3.1 acre Central Parking Lot and the property privately owned by M&T Bank at 32 N. Potomac Street, and land ownership is identified in Figure 1.

The City of Hagerstown will make available the City-owned Site A1 and Site B free of cost as the City's contribution to the project. Any subsequent land transfers of City-owned property within the Central Parking Lot will be considered through the City's Competitive Negotiated Sales Process of City-owned property.

The availability of the privately-owned, M&T Bank property is subject to direct, acquisition negotiations between the selected developer and M&T Bank. M&T Bank is conceptually supportive of the project and is open to direct negotiations.

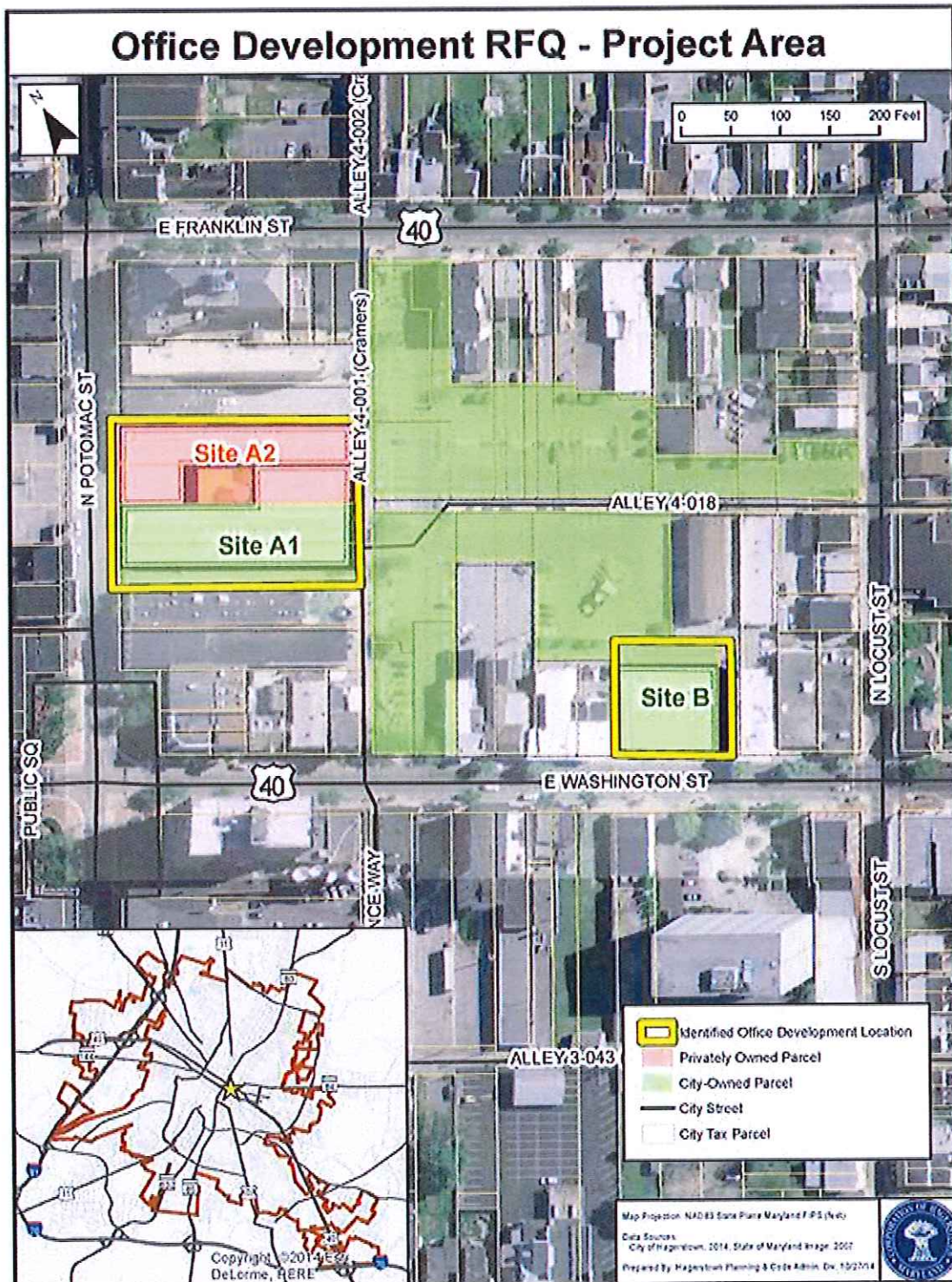


Figure 1

Building Scale & Conceptual Renderings

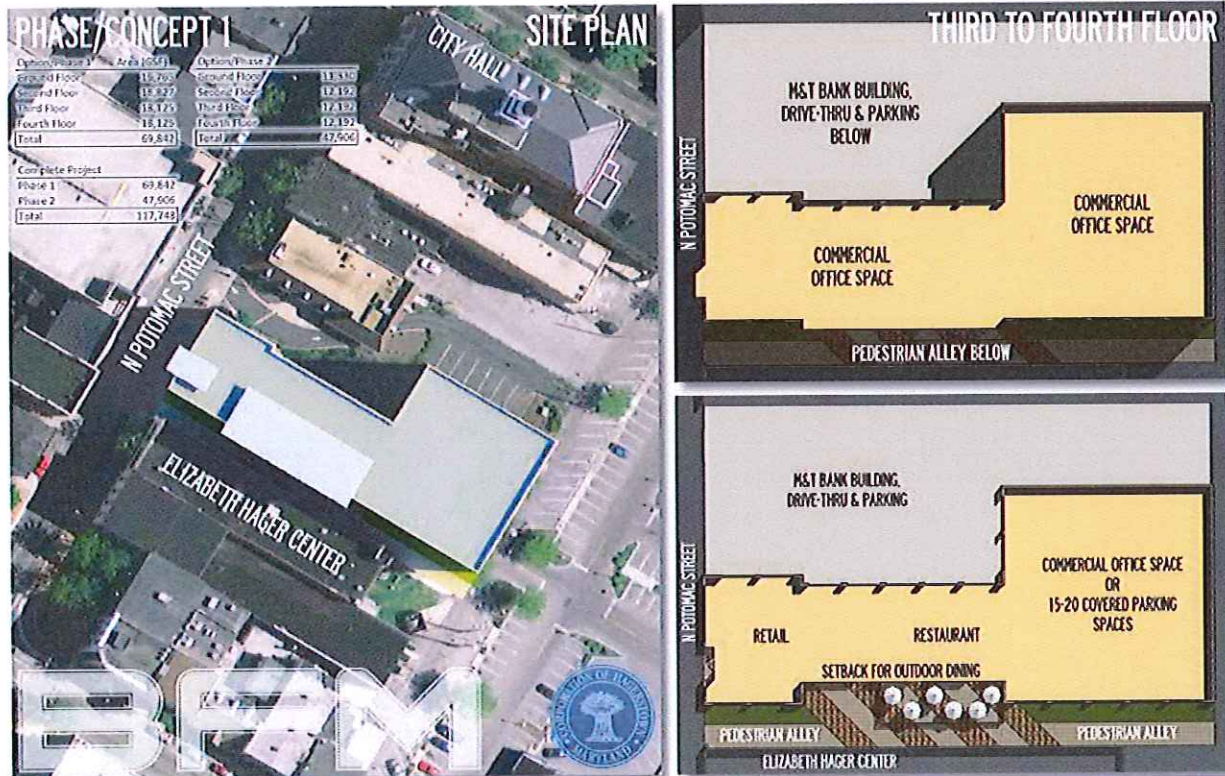
Sites A1 & A2 – Site A1 is comprised of City-owned property and Site A2 is comprised of property privately-owned by M&T Bank. Conceptual renderings for Sites A1 & A2 show one building that may be built in two phases:

- Phase 1 concept could allow for a 4-story, approximate 70,000 sf Class A building.

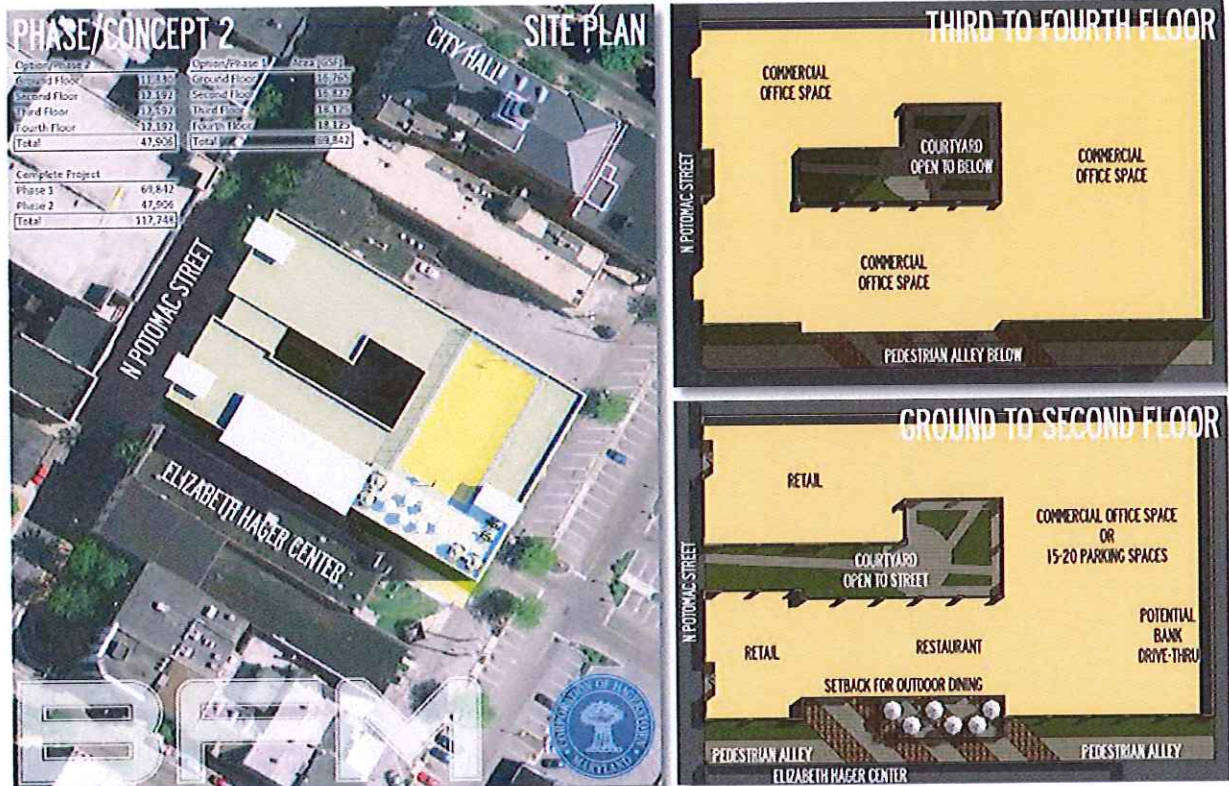
- Phase 2 concept could allow an additional 4-story, approximate 48,000 sf Class A building.
- Total Phase 1 & 2 concept could allow for a 4 story, approximate 118,000 total sf Class A building.

The full package of concept renderings is included as Attachment 4.

Site B – Site B is all City-owned property. The site could allow for a 4-story, approximate 36,000 sf Class A building. There are no concept renderings for Site B.



Site A1 & A2 - Phase 1 Concept



Site A1 & A2 - Phase 2 Concept



Site A1 & A2 - Street Level Concept Rendering

Allowable Uses and Site Development Guidelines

The primary objective of this effort is to provide modern competitive Class A office space, scaled and oriented to support a vibrant downtown pedestrian environment. All buildings constructed under this agreement must be a minimum of four stories high; maximum allowed building height is 7 stories, or 8-12 stories with a special exception. So long as there is sufficient frontage to accommodate the proposed buildings, the buildings must be built up to the sidewalk on Potomac or Washington Streets, or setback no more than 15 feet to accommodate sidewalk dining areas or an entrance feature. The ground floor tenant spaces (of depth of at least 40 feet) fronting on Potomac and Washington Streets must be occupied by active pedestrian traffic-generating uses of restaurants, retail, bars, art galleries, performing or visual arts studios, fitness centers, banks, etc. Storefront spaces shall not be occupied by offices or other low-intensity uses. First floor drive-through booths or windows are allowed provided they are located along or off the rear alley.

The second and third floors, as well as any other (rear) first floor space, must be in office use. The priority for floors above the third floor is office use, however non-office uses will be considered with specific approval of the City of Hagerstown. Any proposed housing units would be required to be constructed to Partners in Economic Progress (PEP) program standards and all upper floor tenants are required to be of the business types identified in the eligibility criteria of the PEP program.

The purpose of the PEP program for upper floor tenants is to attract businesses to buildings that will have a positive economic impact on the City Center. Examples of such impact are job creation, creation of economic activity and foot traffic in the City Center, attracting additional businesses to the City Center, and/or contributing to the improvement of the vitality of existing businesses in the City Center. (The PEP program standards and eligibility criteria is included as Attachment 5.)

Potomac Street frontage design is subject to review by the Hagerstown Historic District Commission. In addition, the City of Hagerstown reserves the right to review and modify Washington Street façades. The site plans for the new buildings are subject to review by the Hagerstown Planning Commission. It is the intent of the City to accelerate such reviews and, at the discretion of the developer/partner, the City is prepared to undertake such reviews for pre-approval/concurrence while the developer/partner is marketing the site.

Utilities

Water and wastewater utility lines are located within the public rights-of-way of the streets and/or alleys adjacent to the identified pad sites for this project. Sites A1 & A2 have 15 Equivalent Dwelling Units (EDU's) of water service allocation already (7 allocated to the parking lot and 8 allocated to M&T Bank). Site B has no water or wastewater service presently allocated.

Electric service is provided by the City of Hagerstown and the lines are located within the alleys of this block.

The sites have the potential of fiber connectivity with speeds in excess of one gigabit. There is privately-provided fiber located within 490 feet of Site A1 and A2 and within 150 feet of Site B. The City is willing to work with the developer in researching the best way to gain access to the fiber.

Parking

The City of Hagerstown will make available 280 off-street parking spaces to support the initial 70,000 sf office development(s) under this arrangement at prevailing prices. It is anticipated that these spaces will

be located in the Central Parking Lot and the University District Parking Deck, however spaces could be made available in other off-street parking facilities within two blocks of the proposed office building sites. Parking assumption for the full 154,000 sf of development is 616 spaces. Parking supply for buildings beyond the first 70,000 sf is to be determined by City and developer as need is determined and capacity is assessed.

Current pricing for the University District Parking Deck is \$62 per month less a 25% discount for bulk purchase of 25 or more spaces (effectively, \$46.50 per month per space). Current pricing at the City's surface parking lots is \$48 per month with the same discount bulk purchasing package possible for this project.

Once the capacity of existing off-street facilities is exhausted, it is the intention of the City to construct additional off-street parking facilities within walking distance of these proposed office sites.

Available Office Development Incentives

Available economic incentives can provide significant benefit to the developer and to tenants in these new office developments. Key incentives likely to be applicable to these office buildings include:

- The City of Hagerstown First Third Grant Program, which provides a \$250,000 grant for building development. Funding has been reserved by the Mayor and City Council for the first building constructed under this project.
- The City of Hagerstown Partners in Economic Progress (PEP) Program real estate tax grant-back applicable to Years 1 through 5. This grant-back would supplement the Enterprise Zone Tax Abatement by rebating City taxes each year based on the full base assessment and 20% of the change in assessment resulting from the project.
- City of Hagerstown and Washington County Enterprise Zone Real Estate Tax Abatements of 80% on the change in assessed value in Years 1 through 5; 70% in Year 6; 60% in Year 7; 50% in Year 8; 40% in Year 9; and 30% in Year 10.
- Washington County New Job Tax Credit would abate the remaining 20% of County real estate taxes in Years 1 through 5 and 26% of those taxes in Year 6.
- Maryland Enterprise Zone Income Tax Credit of \$1,000 per employee for the first year.

Collectively, these incentives would effectively reduce office rental rates by \$6.60 in Year 1; \$2.60 in Years 2 through 5; and between \$1.04 and \$2.07 in Years 6 through 10.

Additionally, the City of Hagerstown Partners in Economic Progress (PEP) Program provides other incentives to projects approved for the program, including:

- Waived permit and plan review fees and fast tracking of plan approval;
- Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project;
- free and discounted parking for the first five years for a certain number of spaces depending upon the project type; and
- Upper Floor Rent Relief grant program for the first non-storefront, commercial tenants in the building in the amount of half the rent for two years at a maximum City contribution of \$12,000 per year.

Additionally, the value of the City-owned land:

- Transfer of City-owned land free of cost

In addition, certain businesses may qualify for additional tax credit or tax incentive supports from the State of Maryland.

Term of Developer Designation

It is the intent of the City of Hagerstown to designate the developer/partner for a minimum period of five (5) years, subject to on-going developer documentation of aggressive efforts to recruit office users. The City of Hagerstown will reserve the right to terminate the developer partnership if agreed upon recruitment and/or other performance measures are not met during the five (5) year period. The City expects office recruitment efforts to focus on businesses not currently located in the downtown and preferably new to our county. The developer designation period may be extended for an additional agreed upon timeframe, provided the developer's efforts result in a minimum of 40,000 SF of new office development built or under construction during the initial period and the City remains satisfied with the developer's performance in recruitment.

Process for Selection/Developer Designation and Criteria for Developer Selection

Selection/Designation Process

After receipt of developer submissions, the City of Hagerstown will review these submissions and select a short list of developer/partner candidates to interview. Interviewed candidates will be ranked and a recommended candidate or candidates will be reviewed with the Mayor and Council, who will then authorize contract negotiations with the selected candidate. The selected candidate should anticipate a public presentation to the Mayor and City Council.

The City of Hagerstown and the selected candidate will then enter into a period of negotiation for a detailed contract for developer designation. Among other items, this contract will describe:

- the specific efforts to be undertaken by the developer in marketing the site,
- the required level of communication between the City and the developer,
- the responsibilities of the City in the timing of development plan reviews, the provision of parking, and transfer of land, and
- the developer's responsibility to document financial capability to complete the development.

Should the selected developer candidate and the City be unable to achieve agreement on the terms of this contract, the City will proceed to enter into negotiations with an alternate candidate subject to approval by the Mayor and Council.

Selection Criteria

Criteria for ranking and selection of the developer/partner will include:

- experience in office development and recruitment of office users;
- knowledge of office markets similar to Hagerstown;
- quality of the proposed marketing/recruitment approach;

- capacity of staff assigned to this project; and
- financial capability to complete development of this type and scale.

Material to be Submitted by Interested Developers

Developer submissions are due by March 1, 2015.

Entities interested in being selected as the designated developer/partner should submit the following information:

1. The name and legal description of the entity proposing to be designated developer. A detailed description of the ownership structure of that entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity ("principals"). Resumes for all principals with 5% or greater ownership.
2. A description of the experience of the entity and/or its principals in the development of Class A office buildings and campuses.
3. A description of the experience of the entity and/or its principals in Class A office development in (1) the Greater Hagerstown area and (2) the Maryland/DC/Virginia regional market.
4. Identification of the individuals that will be responsible for marketing and development of this site. Resumes for those individuals.
5. Discussion of the financial capacity of the entity and/or principals to undertake the project and evidence of undertaking a minimum \$10 million development as developer/owner elsewhere. Description of how financing would be structured—anticipated mix of debt and equity; expected sources of equity. Lender references.
6. A description of the submitter's approach to office tenant recruitment and how that approach would be applied to marketing this site. Examples of marketing materials used for other developments should be submitted. The submitter should indicate what resources (staff, financial) it plans on investing to market the site. Describe what types of office users the submitter feels would be the best initial recruitment targets.
7. A statement indicating any issues of concern for the submitter in marketing this location and/or completing development (for instance, insufficiency of parking arrangements; speed of development process and reviews).

This material should be submitted to the City Clerk's Office, 1 E. Franklin Street, Hagerstown, Maryland 21740. For questions and clarification of any details of this opportunity, please submit them in writing to Erica Bonilla in the Finance Department, 1 E. Franklin Street, Hagerstown, Maryland 21740, email: ebonilla@hagerstownmd.org. Written responses will be prepared as an addendum to the RFQ and distributed to all applicants in advance of the submittal deadline.

A pre-proposal tour of the downtown and the site will be available between mid January and mid February 2015. Requests for a tour shall be in writing by January 14, 2015 to Erica Bonilla in the Finance

Department, 1 E. Franklin Street, Hagerstown, Maryland 21740, email: ebonilla@hagerstownmd.org. Jill Frick, Economic Development Manager, will coordinate and arrange each pre-proposal tour.

Attachments – Table of Contents

- Attachment 1 Summary of Community's City Center Plan & Action Report
- Attachment 2 Downtown Hagerstown Asset Map
- Attachment 3 City Center Development Activity, 2003-2013, map
- Attachment 4 Site A1 & A2 Concept Renderings Package
- Attachment 5 PEP program standards and eligibility criteria
- Attachment 6 Parking Data

The Community's City Center Plan

Take a look at the future of our downtown... This is a 10-year roadmap for eight catalyst projects that will spur development in our City Center. The Community's City Center Plan includes detailed annual steps for making these concepts a reality. It creates at least 875 new permanent jobs, bringing \$125 million in new investment downtown.

This is a public-private partnership, where private developers invest 75% of the cost while funding from all levels of government will cover the rest. The City's consultants, Urban Partners, conclude that all of these projects are feasible based on their economic analysis.

This roadmap is the result of broad community input, with the consultants spending over 130 hours collecting feedback from the community. We appreciate your participation in this project to help move our downtown forward!

HAGERSTOWN



CITYCENTER

1. Office Development and Recruitment:



- Position downtown to compete for new office development using portions of Central Parking Lot
- City partners with a selected, experienced developer through a competitive process
- Estimated 154,000 square-foot new office development across three buildings
- Current parking accommodates first 70,000 square feet; additional office will require new parking deck

2. Maryland Theatre Expansion Project:



- Expand draw of downtown's largest attraction
- Grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually
- Continue necessary improvements to seating and "back of house"
- Create new entrance, offices and performance space

3. USMH Expansion Support:



- Support USMH growth from 500 to 750 students
- Add facilities for culinary arts, tourism and hospitality programs
- Capture student housing opportunities downtown:
- Three upper-floor renovation projects
- 12 units to house 24 students

FOR MORE INFORMATION, VISIT US ONLINE AT HAGERSTOWNMD.ORG





The Community's City Center Plan

4. Hotel/Conference Center and Heritage Center/Commemorative Park:



- Construct 200-room "Upper Upscale" hotel (i.e. Sheraton, Wyndham, Hilton)
- Programmed with adjacent 20,000 square-foot conference center
- Establish Civil War Heritage Center and Commemorative Park

5. Linking City Park/WCMFA and A&E District with Trail & New Housing:



- Construct multi-use trail linking City Park with Public Square
- Add 31 new townhomes along trail in first 10 years (more later)
- Rehabilitate Dagmar Hotel and three other W. Antietam buildings as 85 loft apartments

6. Expanded Downtown Arts/Events Programming:



- Build upon positive atmosphere created by events in downtown Hagerstown
- Coordinate with Maryland Theatre programming
- Utilize Main Street and other new funding sources to expand events
- Establish consolidated events calendar

7. Expanded Operations of the City Farmers Market:



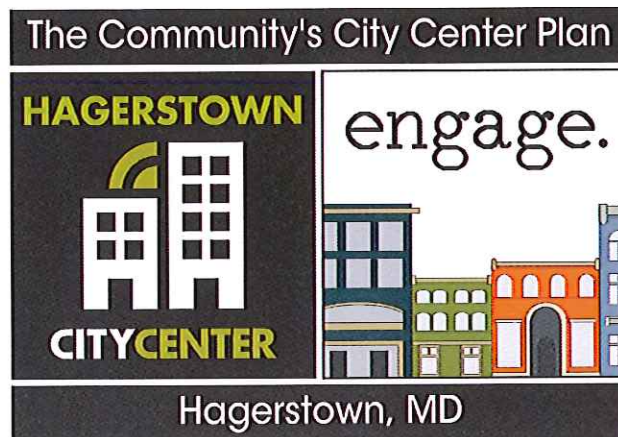
- Expand from 7 to 35 hours per week operation
- Implement private management approach
- Coordinate with existing tenants; recruit needed additional tenants
- Make necessary capital improvements
- Re-brand & promote to capture portion of estimated \$13 million in unmet demand for specialty foods

8. Expanded and Targeted Home Ownership Support:



- Aggressively market downpayment assistance
- Target Neighborhoods 1st support programs
- Target Neighborhoods 1st infrastructure and amenity improvements
- Continue acquisition, rehab and resale program
- Establish annual rental licensing inspections
- Continue excessive nuisance enforcement programs





ACTION REPORT – October 2014

Thanks to support and input from our partners, neighbors, businesses and organizations, the Community's City Center Plan is making positive progress. We want to update you on what has been done with the respective projects to date. Regular Action Reports such as this one track our efforts, progress and success!

Here is how the community is moving forward:

Catalyst Project #1 - Office Development and Recruitment

GOALS: To position downtown to compete for new office development using portions of Central Parking Lot to build 154,000 sf across three buildings.

ACTIONS COMPLETED:

1. Developed concept renderings. (Bushey Feight Morin Architects (BFM))
2. Received concept support from M&T Bank. (M&T)
3. Authorized staff to prepare Request for Qualifications (RFQ) to identify potential developers. (City Council)
4. Urban Partners developed a draft RFQ which staff is currently reviewing, and which will be brought to the Mayor and City Council in November. (City)

Catalyst Project #2 - Maryland Theatre Expansion Project

GOALS: Expand and improve the facility, and grow from 150 to 225 performance days per year, increasing the audience by 60,000 annually

ACTIONS COMPLETED:

1. Approved \$100,000 in matching funds for new seating. (City Council)
2. Fundraising underway for new seating. Achieved \$390,000+ toward \$500,000 fundraising goal – 78+% of goal reached, and extended fundraising campaign through December 31, 2014. (Maryland Theatre)
3. HVAC replacement project is about 60% complete and should be finished in November. (Maryland Theatre)
4. A letter of intent has been sent to a seating company and a contract approved for floor refinishing and recarpeting. (Maryland Theatre)
5. Back-of-house facility improvements completed or underway include: basement dressing rooms remodeled; stage lighting updated; artist entry; on stage dressing rooms; stage curtains & fire curtain. (Maryland Theatre)

6. Theater is applying to the State of Maryland Arts Council for funding support for future programming and operational needs. (Maryland Theatre)

(*Actions Completed by the Maryland Theatre – Maryland Theatre staff supplied information for the actions completed for this report).

Catalyst Project #3 - USMH Expansion Support

GOALS: Support USMH growth from 500 to 750 students through the addition of new program offerings, and capture student housing opportunities with three (3) upper-floor renovation projects. The three (3) upper-floor renovation projects are planned to be implemented separately, in sequence to each other and throughout the 10 year plan.

ACTIONS COMPLETED:

1. Received concept support from USMH. (USMH)
2. Submitted Community Legacy Grant Application requesting funding. *State awards should be announced in the next several weeks.* (City Council)
3. Authorized staff to begin a process for identifying a private-sector partner for an upper-floor renovation project. (City Council)
4. Staff review of sites which may meet the model criteria to be complete by October 30, 2014, and solicitation from the private sector to be initiated in November. (City)
5. Reserved \$250,000 from the City's First-Third Grant Program. (City Council)

Catalyst Project #5 - Linking City Park/The Washington County Museum of Fine Arts and A&E District with Trail and New Housing

GOALS: Construct multi-use trail linking City Park/WCMFA with the Arts & Entertainment District, and add 31 new townhomes along trail and rehab buildings to create 85 loft apartments (in 10 years).

ACTIONS COMPLETED:

1. Developed a project timeline with planned completion by **August 2015.** (City)
2. Received concept support from property owners. (City)
3. Authorized staff to seek proposals for the design of the trail amenities. (City Council)
4. Approved the funding plan. (City Council)
5. Authorized staff to negotiate the acquisition/transfer of needed properties. (City Council)
6. Trail area surveyed and base map completed. (City)
7. Selected Mahan Rykiel Associates as the trail designer, and design is underway.
8. Walking tour and public meeting held on October 1 to receive community input for the design of the trail. (City)
9. Layout finalized for trail alignment. (City)
10. Upcoming meeting scheduled with Utilities and Hagerstown Police Department to collect their design ideas. (City)
11. Presentation of design recommendations to Mayor and City Council is scheduled for November 18th.

Catalyst Project #6 – Expanded Downtown Arts/Events Programming

GOALS: Leverage resources to produce more frequent events and build upon atmosphere created by popular downtown events.

ACTIONS COMPLETED:

1. A successful Pop-Up Shop Event took place August 22-24 in conjunction with Augustoberfest weekend. (Downtown Movement & City)
2. The second Holiday Pop-Up Shop Event weekend is scheduled for November 21-23 in conjunction with the Annual City Tree Lighting Event. (Downtown Movement & City)

3. Launched the Fall Edition of the Sounds of the Square Program providing entertainment in Public Square every Friday night for eight (8) weeks, and it will return for the Spring/Summer edition. (A&E Management Board/Washington County Arts Council/City)
4. Main Street Hagerstown awaiting designation decision/announcement. (City)
5. Scheduled 2015 Fall Fest at City Park for September 19, 2015 to coincide with the opening of the Trail. (City)
6. Revamped Wind Down Downtown Hagerstown events to larger events with added features including a kid's area, themed street activities, souvenir beverage cup, and wrist band system that allows event goers to stroll throughout the entire event area. (Maryland Theatre/City/+ Many Partners)

Catalyst Project #7 – Expanded Operations of the City Farmers Market

GOALS: Expand operations from 7 to 35 hours per week. Implement private management approach. Make necessary capital improvements. Re-brand. Recruit additional tenants.

ACTIONS COMPLETED:

1. Vendors were briefed on the Community's City Center Plan. Scheduling public input session November or December. (City)
2. Initial adjustments being made to the space and vendor locations to allow for inclusion of new vendors. (City)
3. Draft Request for Proposals for private management approach is under development and will be brought to Mayor and City Council for review in December or January. (City)

Catalyst Project #8 - Expanded and Targeted Home Ownership Support

GOALS: Market home ownership incentives and support Neighborhood 1st programs. Establish annual rental licensing inspections, and continue excessive nuisance enforcement programs.

ACTIONS COMPLETED:

1. Adopted amendments to require annual exterior inspections of rental properties to provide additional support to protect neighborhoods. (City Council)
2. Adopted amendments to Vacant Structures Program to provide additional support to protect neighborhoods. (City Council)
3. Authorized the addition of five (5) full-time Code Administration staff (three inspectors for neighborhood services, one coordinator/inspector for the vacant structures program, and one admin support for the programs) to help improve the quality of life in our neighborhoods. (City Council)
4. Analysis underway of conditions and acquisition opportunities within three target neighborhoods. (City)

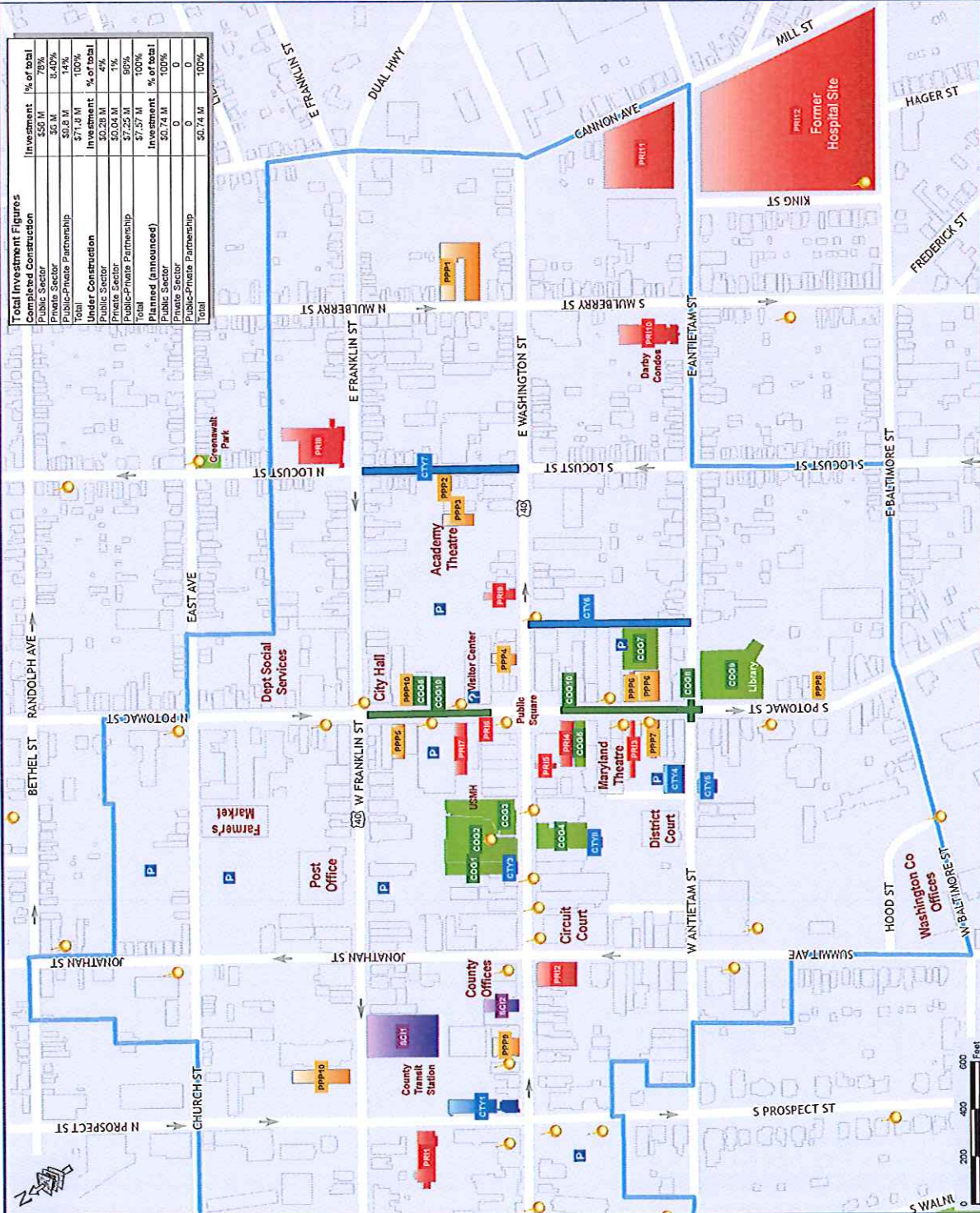
The map displays the downtown area of Fairport, New York, with a grid of streets including Broadway, E North Ave, E Washington St, and E Main St. Key landmarks such as Fairport Park, Wheaton Park, and the Municipal Golf Course are highlighted in green. The map also shows the location of the Municipal Stadium and the Bester Elem. School. A legend in the top right corner provides a key for various symbols used on the map, including City Street, City Tax Parcel, Main Street Area, Parking, Building, Theatre, Church, School, Government Office, Discovery Station, Farmer's Market, Institutional, Memorial Rec, Miller House, Post Office, Transit Center, Violations Center, Library, Wash Co. Museum of Fine Arts, Public Park, and Municipal Stadium. A scale bar in the bottom right corner indicates distances up to 1,000 feet.

- | Building | Head Start of Washington County |
|----------|---------------------------------------|
| 1 | Memorial Recreation |
| 2 | Bloom Park |
| 3 | King's Apostles Holy Church |
| 4 | Zion Baptist AME Church |
| 5 | Emmanuel AME Church |
| 6 | Trinity Evangelical Lutheran Church |
| 7 | New Light Wesleyan Community Church |
| 8 | Zion United UM Church |
| 9 | Zion United UM Church |
| 10 | Zion Wesleyan United Methodist Church |
| 11 | Christ Redeemer Lutheran Church |
| 12 | Asbury UM Church |
| 13 | First Market |
| 14 | First Wesley UM Church |
| 15 | Dept of Social Services |
| 16 | Government Park |
| 17 | Overbrook UM Church |
| 18 | St Catherine's Orthodox Church |
| 19 | St Mary's Catholic Church |
| 20 | St Mary's Catholic Church |
| 21 | St Mary's Catholic School |
| 22 | Tennant Center |
| 23 | County Administration Building |
| 24 | County Centre Lot |
| 25 | Bryant Centre Lot |
| 26 | University Plaza |
| 27 | University System of MD Hagerstown |
| 28 | North Potomac Street Parking Deck |
| 29 | Gloria Dei Ministries |
| 30 | City Hall |
| 31 | Potomac Playhouse |
| 32 | Visitors Center |
| 33 | Academy Theatre |
| 34 | St Mark's Lutheran Church |
| 35 | Washington Square UM Church |
| 36 | First Baptist Church |
| 37 | St Matthew's UM Church |
| 38 | Recheater Lot |
| 39 | St John's Episcopal Church |
| 40 | Hagerstown Presbyterian Church |
| 41 | Miller House |
| 42 | Discovery Station |
| 43 | Washington County Courthouse |
| 44 | County Administration Building |
| 45 | Barbara Ingram School for the Arts |
| 46 | Bridge of Life Church |
| 47 | Hagerstown Church of the Brethren |
| 48 | Maryland Theatre |
| 49 | District Court |
| 50 | Artisan's Street Lot |
| 51 | Arts & Entertainment Parking Deck |
| 52 | Avond Beauty School |
| 53 | Finnley Church |
| 54 | First Church of God |
| 55 | Hagerstown Bible Church |
| 56 | Washington Co. Offices |
| 57 | St John's Lutheran Church |
| 58 | Washington Co. Free Library |
| 59 | Fundamental Baptist Church |
| 60 | Congregation B'nai Abraham |
| 61 | Washington Co. Museum of Fine Arts |

Map Projection: NAD83 State Plane Maryland FIPS (feet)
 Data Sources:
 City of Hagerstown, 2014, State of Maryland Image, 2011
 Prepared By: Hagerstown Planning & Code Admin. Doc. 4/18/12
 Date: 5/16/14

	Investment Type	
	Private	
	Public Private Partnership	
	State or County	
	City and Other Government	
	City	
	Building	
		Interpretive Plaque Site

Key	Description	Use
P001	H.W. Murray Community Health Center, 24 N. Melrose Street	Offices
P002	Dairy Condominiums, 138 E. Avenue B Street	Residential
P003	Site of Former Arlington Hall, 250 E. Arlington Street	Demolition
P004	Site of Former Washington County Hospital, 201 E. Arlington Street	Demolition
P005	Dissonant Station, 101 W. Washington Street	Cultural
P006	First Texas Fire Company, 33 S. Indiana Street (Museum & fireplace enhancement)	Mixed Use
P007	Professional Arts Building, 5 Public Square (pedestrian restoration)	Offices
P008	Fat Cat Deli, space, 15 W. Franklin Street	Restaurant
P009	Black's Doctor, Black & Blvd., 1 N. Indiana Street	Retail
P010	First-classed	First-classed
P011	Cherry Church, 11-15 N. Indiana Street	First-classed
P012	Cherry United Methodist Church, 108 E. Franklin Street	First-classed
P013	United Lique Co., 34 E. Washington Street	Cultural
P014	Aurora Theatre, 64 E. Washington Theater and adjoining hall	Restaurant
P015	Nashville Club, N. Melrose Street	Mixed Use (Under Construction)
P016	Aspiring to leave building, 149 W. Franklin Street	First-classed
P017	Bennett, 221 N. Locust Street	Restaurant
P018	1432 N. Indiana Street, 15-12 E. Washington	Restaurant
P019	1432 N. Indiana Street (The Gourmet Court, (swelling and)	Mixed Use
P020	University Development on E. Indiana Street (Baths & laund., VOC)	Mixed Use
P021	University Development on E. Indiana Street (Baths & laund., VOC)	Mixed Use
P022	University Development on E. Indiana Street (Baths & laund., VOC)	Mixed Use
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Data Sources: City of Hagerstown, 2013; Washington County, 2005
Prepared By: Hagerstown Planning & Code Admin. Dn. 12/18/13

THE ARTOPIA BUILDING

A CONCEPTUAL DESIGN
PREPARED FOR

THE CITY OF HAGERSTOWN



Community
& Economic
Development
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Advancing the Economy, Image and Quality of Life

BY

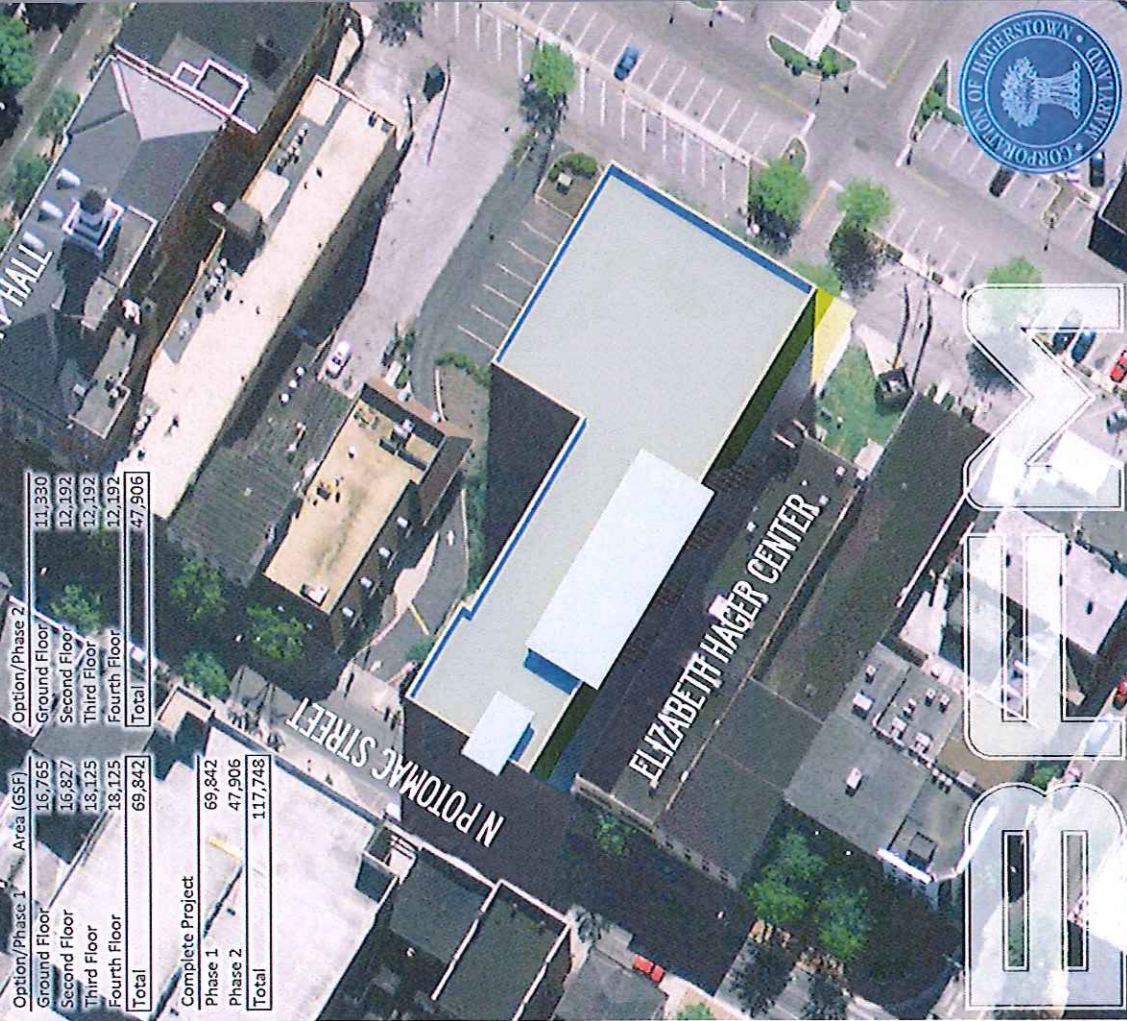
B F E M

BUSHEY FEIGHT MORIN ARCHITECTS INC.
473 NORTH POTOMAC STREET
HAGERSTOWN, MD 21740
301.733.5600



PHASE/CONCEPT 1

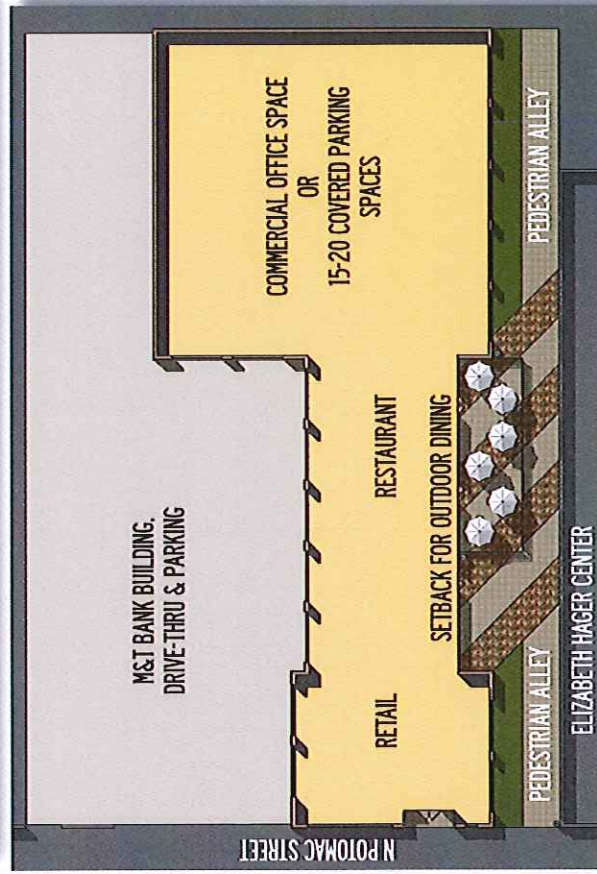
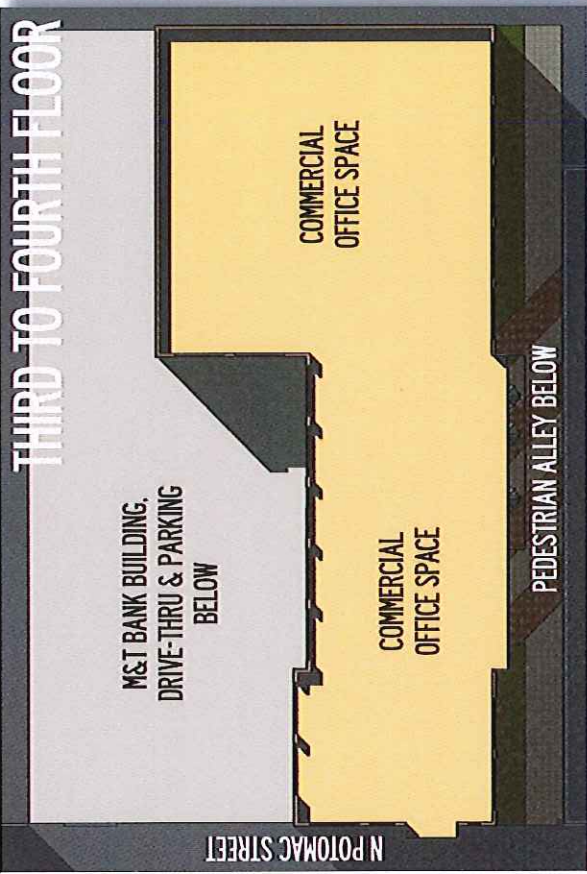
SITE PLAN



Option/Phase 1		Option/Phase 2	
	Area (GSF)		
Ground Floor	16,765	Ground Floor	11,330
Second Floor	16,827	Second Floor	12,192
Third Floor	18,125	Third Floor	12,192
Fourth Floor	18,125	Fourth Floor	12,192
Total	69,842	Total	47,906

Complete Project	
Phase 1	69,842
Phase 2	47,906
Total	117,748

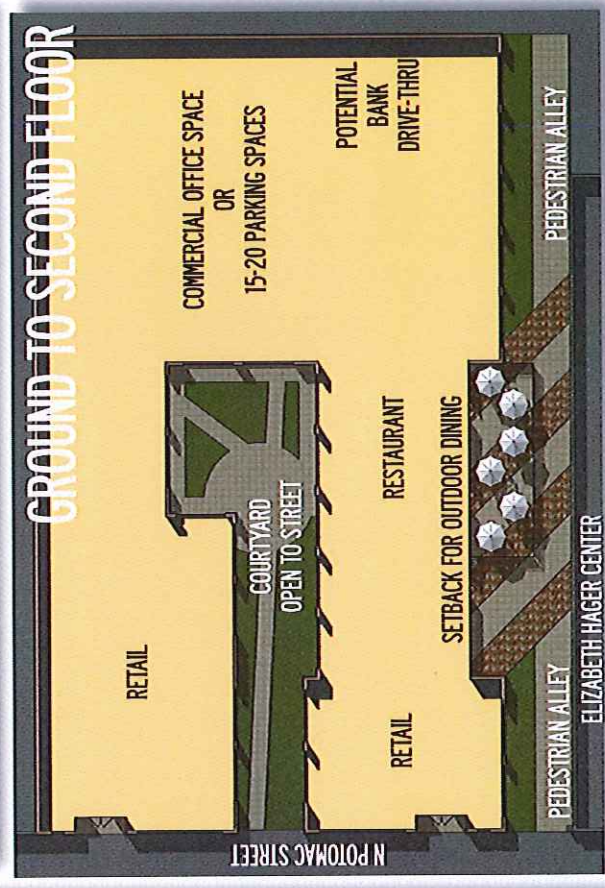
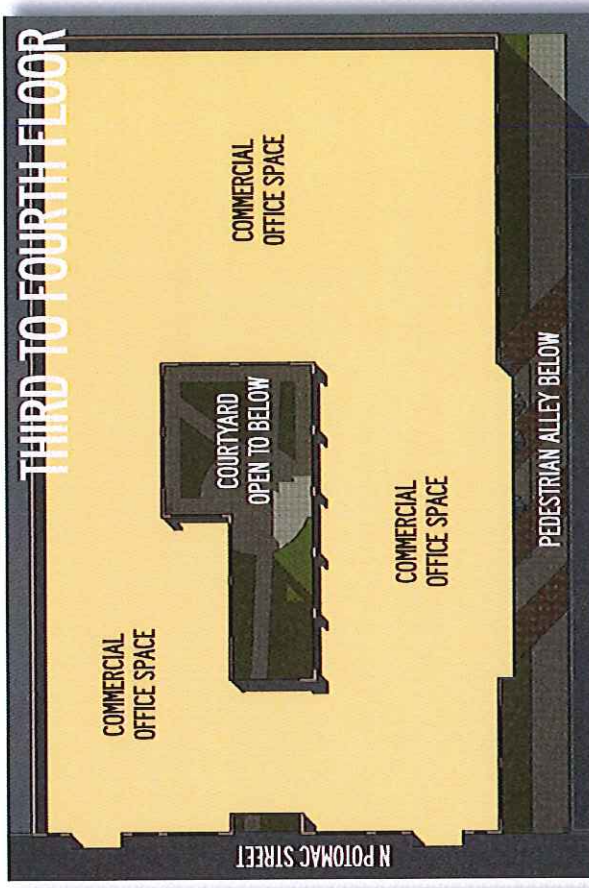
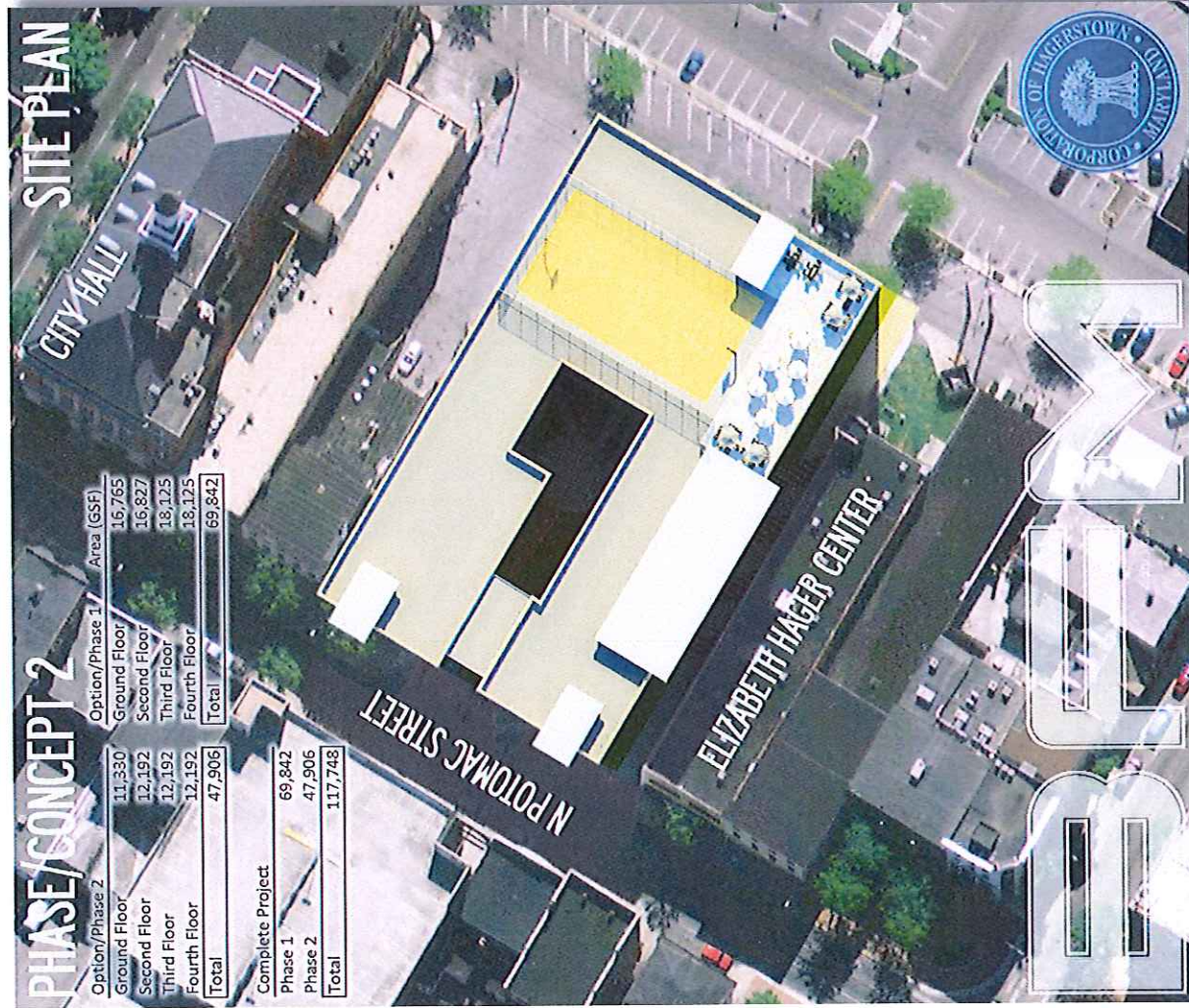
THIRD TO FOURTH FLOOR





BFM





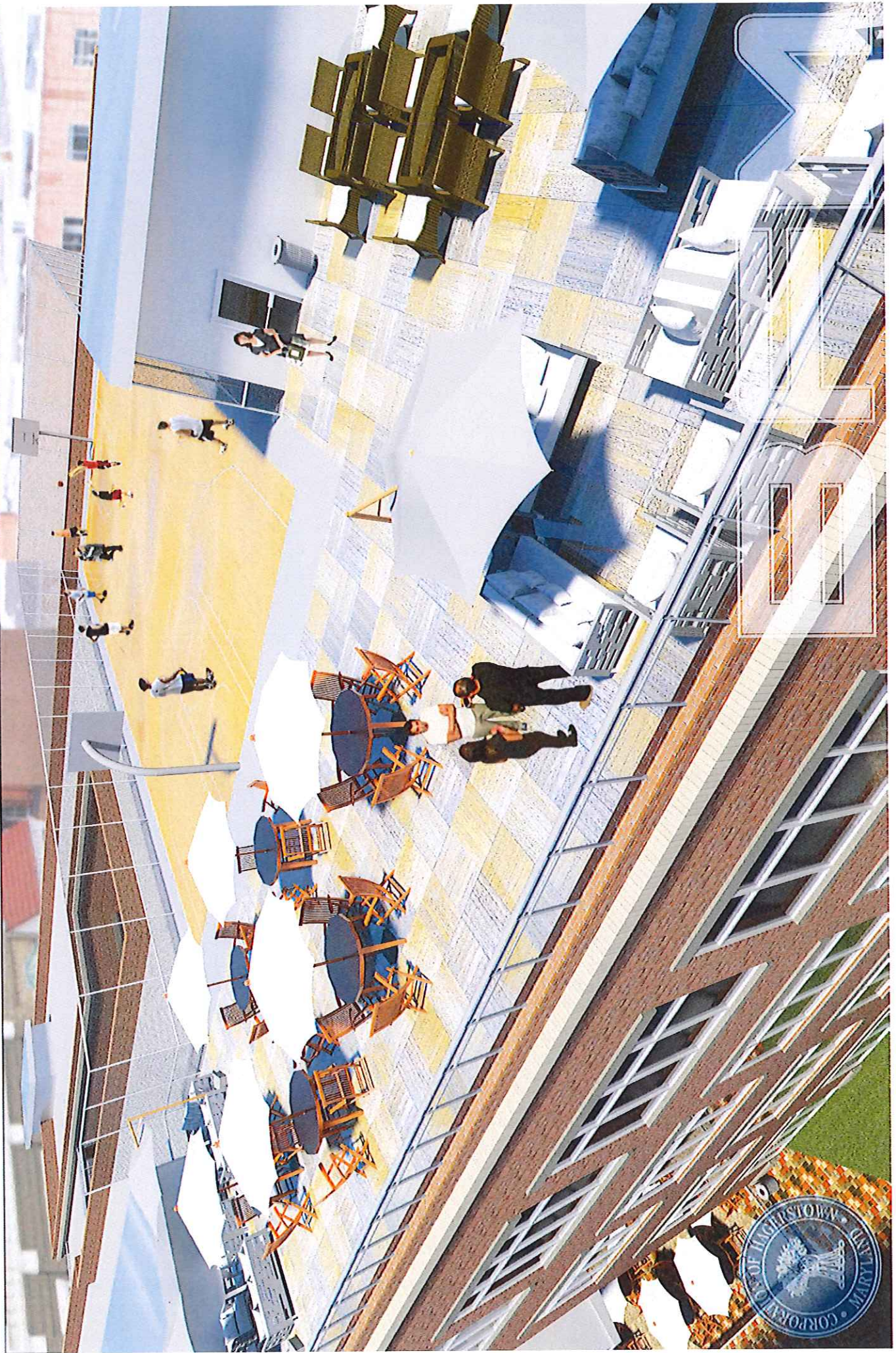






WBFM









Community & Economic Development

Advancing the Economy, Image and Quality of Life



PARTNERS IN ECONOMIC PROGRESS

The Partners in Economic Progress (PEP) Program offers incentives to building owners to renovate buildings within the PEP Zone in City Center (see map). If you are a **PROPERTY OWNER** with plans to renovate your building, please review **SECTION 1** of the following guidelines and complete the [Application Form 1](#).

After a building is renovated, the City provides the property owner with rent assistance as one of the PEP Incentives. This allows the property owner to attract businesses to the renovated building. Currently, rent assistance is only available for the following PEP approved buildings, and this incentive is subject to application by the tenant business and approval by the City:

- 38 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
- 34-36 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
- 22 North Mulberry St (Mulberry Lofts) – Contact: Lori Burton loriburton@live.com
- 138-140 West Washington St (Wareham Building) – Contact: Taylor Bowen tbowen@prudentialbowen.com
- 20 West Washington St (Grand Building)- Contact: Mike Fitzgerald mike@gideonprop.com

If you are a **BUSINESS** with plans to lease space in a PEP approved building, please review **SECTION 2** of the following guidelines and complete the [Application Form 2](#).

SECTION 1

Partners in Economic Progress: Property Renovation Incentives

GOAL

The goal of Hagerstown's Partnership in Economic Progress Incentive Program (PEP) is to spark private sector investment that contributes towards the revitalization of our downtown.

APPLICATION REVIEW

All applications will be reviewed and evaluated by a committee of City staff that will include the Finance Director, the Planning Director, the Downtown Manager, the Community Development Manager, and the Code Inspection Manager. All applications will be evaluated for consistency with the eligibility criteria.

ELIGIBILITY CRITERIA

1. The project must be located in the PEP zone. On rare occasions, projects may be approved outside the PEP zone. However, such projects must involve quality renovation work and quality tenants which will have the sustained impact on the community that the City is seeking.
2. The minimum investment for upgrade and improvement of the building by the applicant is as follows. The calculation of the minimum investment does not include property acquisition costs.
 - \$250,000 for a Commercial Project
 - \$200,000 for a Mixed-Use Project
 - \$100,000 for a Residential Project
3. Projects that meet the eligibility requirements of the Enterprise Zone Program are required to participate in the [Enterprise Zone Program](#). The Enterprise Zone Program is administered by the Hagerstown-Washington County Economic Development Commission (EDC). Point of Contact is: Robert Mandley, 240-313-2280 Email: rmandley@hagerstownedc.org.
4. The building and all core systems must meet all City of Hagerstown code requirements upon project completion. The core systems include:
 - A. Base lighting, emergency and exit lighting for each shell tenant space in accordance with the Building and Life Safety Codes.
 - B. Central HVAC providing adequate heat and ventilation for each shell tenant space in accordance with the Mechanical Code. Any modifications or additions made at tenant fit-out must be done under a separate mechanical permit.
 - C. Required fire separation between the tenant space and corridors and exit access in accordance with the Building Code. If building plans show individual tenant spaces at start of project, required fire separation between tenant spaces must be complete prior to time each space is presented to tenant for finishing/fit out.
 - D. Accessible routes, accessible parking (if required), accessible toilet facilities, accessible drinking fountains, accessible entrances and exits are all required items for the building shell in accordance with the Maryland Accessibility Code and the Building Code.
 - E. Phone/datacom wiring from the main point of service to each shell tenant space.
 - F. Completed building thermal envelope in accordance with the Energy Conservation Code.
 - G. Address identification for the building.
 - H. Automatic sprinkler protection in accordance with the Existing Building Code.

The expectation of the PEP program is that the building is ready for occupation and leasehold spaces are at least in shell condition, needing only tenant fit-out, when offered for lease to prospective tenants.

SECTION 1 - ELIGIBILITY CRITERIA *continued*

5. For a residential project, the following amenities must be included in each residential unit:
- Central HVAC system.
 - Washer and dryer.
 - Dishwasher.
 - Wood veneer or solid wood kitchen and bathroom cabinets.
 - Approved solid surface counter tops in kitchen and bathrooms.
 - Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.

Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).

6. For a residential project, any new residential units created must meet the following minimum square footages requirements:
- 500 Sq Ft for an efficiency unit.
 - 650 Sq Ft for a one-bedroom unit.
 - 800 Sq Ft for a two-bedroom unit
 - 1,000 Sq Ft for a three-bedroom unit.

7. For residential projects, application must include detailed marketing plan from realtor that demonstrates how the applicant plans to attract market rate tenants to the project.

8. For a project with Artist Live-Work Spaces, the following minimum amenities must be included in each live-work unit:

- Central HVAC system.
- Washer and dryer hook-ups and dishwasher connections.
- Ability to vent odors to the outdoors in accordance with the Mechanical Code.
- Plumbed to allow for easy installation of slop sinks.
- Utility capacity to meet needs of different art forms, including electric, gas, water and wastewater.
- Fully wired for new technologies.
- Fully sprinklered.
- Sound transmission rating between units of a minimum STC 60 for partition walls.

Where possible, outdoor amenities should be provided for tenants (e.g., balconies, roof top decks, back porches, sunrooms, etc.).

9. For a project with Artist Live-Work Spaces, any live-work unit created must meet the following minimum square footage requirements:
- 1,000 sq.ft. for an efficiency unit.
 - 1,300 sq.ft. for a one-bedroom unit.
 - 1,600 sq.ft. for a two-bedroom unit.
 - 2,000 sq.ft. for a three-bedroom unit.

SECTION 1 - ELIGIBILITY CRITERIA *continued*

10. In mixed-use and commercial buildings, the ground floor storefront spaces shall be used for retail, restaurants, branch banks, personal service businesses (e.g., hair salons), arts and entertainment enterprises, educational facilities, and other similar high intensity uses that attract pedestrian traffic which will support other downtown businesses and contribute to the vitality of the downtown. An office use may be located in a storefront space if the business owner is an owner-occupant of a residential unit on an upper floor of the same building. All other professional and non-profit office tenants shall not be located in storefront spaces. If the building has a common entrance for all tenants without display windows for tenants, offices may locate throughout the first floor.
11. The applicant is not delinquent on any City or County taxes for the property nor shall the applicant be delinquent on any other financial obligations to the City for the property.
12. Projects which have already been renovated are only eligible for the PEP program if the renovations activities were completed since January 1, 2007 and if the tenant spaces for which PEP incentives are sought do not yet have final Use and Occupancy permits.

INCENTIVES

1. Economic Rehabilitation Incentive Grant Program

This incentive provides an annual grant to the project equal to the amount paid in City property tax payments on the property, after reduction by all other tax incentive programs the property qualifies for such as the State Enterprise Zone, A&E or other City residential tax credit programs, for a period of five years. Projects that meet the eligibility requirements of the Enterprise Zone Program are required to participate in the [Enterprise Zone Program](#). This incentive is administered in the form of a grant versus a tax waiver or reduction. The property tax liability must be paid annually, in full, before the City of Hagerstown can issue the grant back amount.

2. Utility Benefit/Allocation Charge Assistance

The Utilities Department will offer two free EDUs per property, valued at \$13,800, if the existing water and wastewater allocation is not sufficient enough to accommodate the proposed needs of the property. Additionally, any EDUs that are required to meet the design needs of the building may be financed for a period of up to five years at 0% interest.

3. A Development Fee Free Zone

Building, plumbing, electrical, mechanical, plan review, occupancy, and zoning fees will be waived on approved development projects. The fee free zone does not apply to citation fines issued for non-compliance with code requirements or performing work without permits. Depending upon the circumstances involved, the fee free zone may not apply to fees assessed for permit renewals or re-inspection requests.

4. A Fast Track Construction Program

Projects shall receive a preferential timeframe for project review as follows:

- Site plans shall be submitted to the City of Hagerstown's Department of Community & Economic Development - Planning and Code Administration Division. Per the Zoning Administrator's schedule, the "turnaround" time is expedited. Historic District compliance review will also be expedited.

SECTION 1 - INCENTIVES *continued*

- Prior to building permit applications, a preliminary consultation is required with the designer and the City's building plan reviewer. Building permit applications may be submitted to the City of Hagerstown's Department of Community & Economic Development - Code Administration Division at the time of site plan submittal. The permit will be routed concurrently with the site plan. Permit comments or approval will be issued promptly. The City will assign a plan reviewer to the project to ensure prompt reviews.

NOTE: *There are several qualifiers to achieving these target times:*

- The plans submitted by the developer's engineer and architect must be complete and comply with code requirements. Failure to do this will greatly jeopardize any fast track process.
- It is assumed that the project accesses City streets. If the project accesses State Highway or Washington County roads, the City has no control over the time frame to achieve an access permit from these agencies.

5. Parking Program Fee Reductions

This incentive provides one year of free parking and four years with a 50% reduction in permit fees (for tenants of eligible projects) to park in City public parking facilities. This incentive would be limited to one per unit for residential projects and up to five for each non-residential project. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.

6. Code Flexibility For Rehabilitation of Existing Buildings

All plans submitted for the renovation of existing buildings will be evaluated as required and permitted by the scope to the Maryland Building Rehabilitation Code (MBRC). Periodic training on the use of the Maryland Building Rehabilitation Code (MBRC) will be provided for design professionals.

The Maryland Building Performance Standards (MBPS) applies to new construction. The Maryland Building Rehabilitation Code (MBRC) applies to the renovation of existing buildings. Many code requirements for new construction are not applicable for projects involving the renovation of an existing building, thus providing some code flexibility.

Examples of potentially acceptable existing conditions include:

- Existing stairs not in compliance with new standards for treads and risers
- Non-fire-rated corridor walls
- Narrow corridors
- Increased dead-end corridor length
- Narrow door widths
- Acceptance of existing heating, air-conditioning, and ventilation, if operable

The Maryland Building Rehabilitation Code (MBRC) is the International Existing Building Code (IEBC) with amendments by the State of Maryland.

7. Professional Assistance with Historic Tax Credit Programs

The City will provide two hours of paid assistance by a local architectural historian to advise property owners/developers on the utilization of Federal and State income tax credits for historical rehabilitation projects. This professional can guide investors on what type of work is eligible for the tax credits. The architectural historian can then be hired by investors to prepare the application forms for the credits and to interact with the Maryland Historical Trust on review of the applications.

8. Rent Assistance Incentive

Please see **SECTION 2** of this packet for a full description of this incentive.

SECTION 1 – PEP Guidelines *continued*

Click here for the complete [PEP Application](#).

Complete the [Application Form 1 – Property Renovation](#) and return it to:

Andrew Sargent, Downtown Manager
City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-797-6294
Email: asargent@hagerstownmd.org

SECTION 2

Partners in Economic Progress: Rent Assistance Incentive

GOAL

The goal of Hagerstown's Partnership in Economic Progress Incentive Program (PEP) is to spark private sector investment that contributes towards the revitalization of our downtown. The purpose of the rent assistance incentive within the PEP Program is to attract businesses to the buildings participating in the PEP Program that will have a positive economic impact on the City Center. Examples of such impact are job creation in the City Center, creation of economic activity and foot traffic in the City Center, attracting additional businesses to the City Center, and/or contributing to the improvement of the vitality of existing businesses in the City Center.

APPLICATION REVIEW

All applications will be reviewed and evaluated by a committee of City staff that will include the Finance Director, the Planning Director, the Downtown Manager, the Community Development Manager, and the Code Inspection Manager. All applications will be evaluated for consistency with the eligibility criteria.

ELIGIBILITY CRITERIA

1. Tenant space must be fully renovated and upgraded as part of a building improvement project complying with the PEP eligibility criteria.
2. Currently, rent assistance is only available in the following PEP approved buildings and is subject to application by the tenant business and approval by the City:
 - 38 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
 - 34-36 South Potomac St. – Contact: Jeff Tedrick jtedrick@dmbowman.com
 - 22 North Mulberry St (Mulberry Lofts) – Contact: Lori Burton loriburton@live.com
 - 138-140 West Washington St (Wareham Building) – Contact: Taylor Bowen tbowen@prudentialbowen.com
3. Subject to zoning approval requirement in the Land Management Code, the following types of businesses are eligible for consideration for the Rent Assistance Program:
 - Business, professional, cultural, and medical offices
 - Professional schools
 - Educational services
 - Medical and diagnostic laboratories
 - Motion picture and sound recording industries
 - Photo finishing
 - Radio and television broadcasting
 - Telecommunications
 - Visual and performing arts studios and galleries
 - Light manufacturing
 - Artist live-work units
 - Fitness centers
4. Governmental agencies are not eligible for this program.
5. Businesses must occupy upper-floor office space or first-floor, non-storefront commercial spaces in PEP approved buildings in the City Center. Non-storefront space is defined as a commercial building that has a common entrance for all interior tenants and does not have display windows for the

interior space.

SECTION 2 - ELIGIBILITY CRITERIA *continued*

6. The business must maintain a lease with the landlord and operate its business at the tenant space for a minimum of four (4) years. If the business occupies the space for 0-24 months, they must repay 100% of the grant benefit. If the business occupies the space for 25-47 months, they shall repay a pro-rated share of the grant benefit as calculated by the City.
7. Businesses must be new or existing enterprises moving into the PEP zone that are not currently located in the zone, or existing businesses within the zone looking to expand. Existing businesses within the PEP zone looking for larger space within the zone may qualify for the program depending upon the demonstrated economic impact of their expansion.
8. Each application must include a business plan, a copy of the lease, and an explanation of the economic impact of the business on the downtown.
9. Applicants must not be delinquent on any financial obligations to the City.

INCENTIVE

The program provides a maximum total incentive of \$24,000 for the first two or three years of a business' operation, with a commitment to occupy the space for a minimum of four years. Incentive payments are made monthly to the landlord.

Tenants have two options for the distribution of the incentive:

Option 1 – (24 months)

50% of monthly rent for 24 months

Maximum monthly benefit is \$1,000

Option 2 – (36 months)

50% monthly rent for months 1-12

Maximum monthly benefit is \$1,000

35% monthly rent for months 13-24

Maximum monthly benefit is \$700

15% monthly rent for months 25-36

Maximum monthly benefit is \$300

APPLICATION

Click here for the complete [PEP Application](#).

Complete the [Application Form 2 – Rent Assistance Incentive](#) and return it to:

Andrew Sargent, Downtown Manager

City of Hagerstown

Department of Community & Economic Development

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-797-6294

Email: asargent@hagerstownmd.org

City Center Off-Street Parking Facilities

11/7/2014

Parking Demands for Catalyst Project #1 Buildings

Initial Catalyst #1 Buildings

Building	Square Ft	Demand*
Building A1	70,000	280
Building A2	48,000	192
Building B	36,000	144
TOTAL	154,000	616

*Urban Partners used 1 space/250 sf for demand formula

Parking Supply to Meet Demands for Catalyst Project #1 Buildings

City-owned Facilities Available for Catalyst Project #1 Buildings

Facility	Total Capacity	Percent Occupied	Available Capacity
University Deck*	440	52%	210
Central Lot**	288	53%	135
TOTAL	728		345

*Urban Partners used 90% most active day for percent occupied

**88 available w/out A1; 56 available without A1&B

Building A1	Building B
47 spaces removed	32 spaces removed

Building A2 - 14 spaces.

Other City-owned Parking Facilities

Facility	Total Capacity	Percent Occupied	Available Capacity
Market Lot (south side of Church)	144	62%	55
Church Street Lot (noth side of street)	112	56%	49
Rochester Lot	97	20%	78
A&E Deck	185	55%	83
W. Antietam Lot	18	56%	8
TOTAL	556		273

Other Facilities

Facility	Total Capacity	Percent Occupied	Available Capacity
Chevy Chase Lot	43	54%	20
Columbia Bank lot	113	38%	70
County Lot on W. Franklin	75	37%	47
Herald Mail lot	101	76%	24
Deming lot on W. Antietam	40	55%	18
Bowman Lot*	32		5
TOTAL	404		184

*Not included in Parking Mgmt Plan; data from owner in 2014

Source of Data:
2012 Parking Management Plan
Urban Partners

GRAND TOTAL	1,688		802
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Urban Partners recommends construction of 500-space parking deck on W. Antietam Street concurrent with Buildings A2 and B, since other catalytic projects (e.g., housing) are anticipated to be underway, as well.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Automated Speed Enforcement Camera System Contract with Brekford Corporation, Hanover, Maryland

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
	Brekford_Contract.pdf	Approval of Contract with Brekford

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 25, 2014

TOPIC: Automated Speed Enforcement Camera System Contract with
Brekford Corporation, Hanover, Maryland

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

MOTION: I hereby move for the Mayor and Council to authorize and approve a new contract that will meet the State's changes to the current law governing Automated Speed Enforcement (ASE) programs. The contract will include a flat fee schedule rather than a fee-per-ticket structure, among other items in order to comply with Maryland law. This contract with Brekford Corporation will begin upon signature by the City of Hagerstown and end after a two year period. The City shall have the option to renew this contract two times for one year each.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: 11/25/2014
EFFECTIVE DATE: 11/25/2014

CITY OF HAGERSTOWN, MARYLAND
Speed Camera Enforcement
Contract # 300000

THIS CONTRACT is between The City of Hagerstown, Maryland (the "THE CITY") and BREKFORD Corporation. (Hereinafter referred to as "BREKFORD" or the "CONTRACTOR"), 7020 Dorsey Road, Hanover, Maryland 21076, dated and effective as of _____.

WHEREAS the City's Department of Police proposes to implement a Photo Speed Enforcement Program (the "PROGRAM") in The City of Hagerstown, Maryland; and

NOW, THEREFORE, the City of Hagerstown, MD and BREKFORD agree to the following:

I. BACKGROUND

The Maryland State General Assembly passed Maryland Transportation Law §21-809 in spring, 2009 allowing the use of "photographic speed-monitoring systems". As a result of this legislation, the Maryland Transportation Article includes for the City of Hagerstown use of photographic speed-monitoring systems in its school zones. A photographic speed-monitoring system is a speed-measuring system that works in conjunction with a photographic, video, or electronic camera to automatically measure the speed and produce photographs, video, or digital images of vehicles violating a speed limit or speed restriction.

The goal of the Program must be to ensure the safety of pedestrians and motorists by providing a traffic safety enforcement program specifically focused on school zones, Monday through Friday between the hours of 6am to 8pm.

The City of Hagerstown Department of Police seeks a camera service provider to implement and assist in managing certain aspects of the field operations as well as turnkey back-office support of the Program.

II. SCOPE OF SERVICES

The Contractor must provide all goods and services as described in this Contract, as set forth in the Brekford proposal provided in the submitted proposal by Brekford. (See Brekford's Proposal to the City of Hagerstown)

The Contractor must provide, and be responsible for maintaining and supporting all of its speed camera equipment. The City of Hagerstown will not be financially, or otherwise, responsible for the speed camera equipment placed by Brekford or provided to the City for use under this agreement.

The Contractor must provide a digital file containing information regarding outstanding balances to be used with a collection agency or process of the city's choosing.

III. COMPENSATION

The Contractor shall be compensated under this agreement monthly at \$3500 per system in operation during the billing month. The contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice.

- The Compensation rate is based upon the Contractor's provision of the following goods and services as described below and as delineated in the scope of services:
- Up to (16) portable camera systems -- all inclusive of internal power and personnel to service the technology five (5) days a week;
- On-call technical service for the hours of daily operations by the Police Department;
- Initial event review, name and address acquisition, and online police review;
- Initial event review and name and address acquisition of up to 75 events per system per enforcement day; if City has more than one system, the total events can be spread amongst all system. Example System 1 generates 134 events and System 2 generates 10 events; Vendor is still responsible because total events

does not exceed the total allowance of System 1 seventy-five events plus System 2 seventy-five events. If total events exceed 75 events per system allowance, an addition payment will apply:

- 75-100 events per day per system = \$50 per system
- 101-150 events per day per system = \$100 per system
- 151+ events per day per system = \$150 per system
- Online police review;
- Mailing of up to three (3) notices per violation (including late notices);
- Payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, Integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Support of a public web site and training for Police, City and court personnel;
- Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City within 90 days of Notice To Proceed);
- Automated, online reporting capability; and
- Credit Card Transaction Fees – will be passed through directly to the City each month.

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within one (1) year after the original Notice to Proceed from the City to BREKFORD.

The Contractor must submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Program Director, Department of Police of the City of Hagerstown, MD.

Contractor will continue to collect monies outstanding for citations issued prior to the effective date of Contract #30000. Contractor will be compensated under Contract RFP # 1502.11 dated January 3, 2012 at the 39% of the monthly program payment rate established in Contract RFP # 1502.11.

Monies outstanding under Contract RFP # 1502.11 may be assigned to a collection agency; collection agency fees will be split equal between City and Contractor; net revenue from collection agency will be disbursed at 50% between the City and the Contractor.

The Brekford offers the City of Hagerstown to assist in collections efforts for all outstanding citations owed to the City for speed camera violations. The City of Hagerstown reserves the right to negotiate with Brekford for collection efforts beyond the flagging efforts undertaken by Brekford.

IV. LIQUIDATED DAMAGES

The Contractor will be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809 (3.ii). If the 5% is reached, the Contractor will be required to liquidate up to at least 50% of the fine amount, plus any reimbursements paid by the City.

V. CONTRACT RIDER AGREEMENT

This pricing is valid for any other jurisdictions that join the City's program under a separate contract with identical terms, pricing, and scope of work within the Notice to Proceed from the City of Hagerstown to BREKFORD.

VI. CONTRACT TERM

The effective date of this Contract begins upon signature by the City of Hagerstown, MD. The period in which Contractor must perform all work under the Contract begins on the Contract's effective date and ends after a two (2) year period. Contractor must also perform all work in accordance with time periods stated in Brekford's proposal. The City may exercise this option to renew this term two (2) times for one (1) year each. The optional renewal will automatically occur unless either party notified the other sixty (60) days before the end of the term.

VII. PRIORITY OF DOCUMENTS

The following documents are incorporated by reference into, and made part of, this Contract and are listed in order of legal precedence below in the event of a conflict in their terms: 1) The terms contained in this Contract document; 2) Any amendments made and agreed to by the contract; and, 3) Contractor's "PROPOSAL" submitted to, and adopted by the City of Hagerstown, MD

VIII. REFUNDS

If the City provides a refund of fees paid to the City for a ticket or tickets, Brekford shall promptly deliver to the City 39% of the refund, if Brekford was paid for the ticket or tickets (to be) refunded.

IX. TERMINATION BY DEFAULT

Either party shall be entitled to terminate this Agreement in the event of a failure by the other party to perform any of its material obligations under this Agreement if such breach is not cured within thirty (30) days after receipt of notice thereof from the non-defaulting party.

X. ERRONEOUS TERMINATION

The City may terminate the contract with the Contractor if more than 5% of the all potential violations in a calendar year are found to be erroneous. These erroneous reasons include: a recorded image of a registration plate that does not match the registration plate issued for the motor vehicle in the recorded image, a recorded image that show a stopped vehicle or no progression, an incorrectly measured speed for a motor vehicle, a measured speed of a motor vehicle that is below the threshold speed, a recorded image that was taken outside of the hours and days that speed monitoring systems are authorized for use in school zones, & a recorded image that was taken by a speed monitoring system with an expired calibration certificate. These potential reasons are stated in §21-809 (3.ii) and does not include that a citation is an erroneous violation based solely on the dismissal of the citation by a court.

XI. WARRANTIES

Contractor represents and warrants that it will perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor will comply with all applicable laws, rules and regulations in performing services under this Agreement.

XII. RADAR MAINTAINANCE

The Contractor will be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events;

- Before initial installation of a speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the City, and written documentation will be sent to the vendor. This laboratory will not change unless the Contractor is notified in writing.

XIII. INDEPENDENT CONTRACTORS

With respect to each other, contractor and the City are independent contractors, and neither party nor their respective officers, agents, or employees shall be deemed to be employed by the other party for any purpose, nor shall either party be deemed to partner, joint venture or anything other than independent contractors.

XIV. GOVERNING LAW

This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state or federal courts in Washington County, the State of Maryland.

XV. ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

SIGNATURES

IN WITNESS WHEREOF, the parties herein have entered into this CONTRACT as the date executed by The City's Mayor.

BREKFORD CORPORATION

CITY OF HAGERSTOWN, MARYLAND

By: _____
(Authorized Signature)

by: _____
(Authorized Signature)

Typed: _____

Date: _____

Title: _____

RECOMMENDED:

Date: _____

By: _____

Date: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Facilities Permit Agreement with CenturyLink Communications, Inc. - Fiber Optic Installation

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
	Century_Link.pdf	Agreement with Century Link



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

November 18, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Jim Bender, Assistant City Engineer *JMB*

RE: Right-of-Way Agreement – CenturyLink fiber optic cable

Background:

CenturyLink Communications requested permission to install an underground fiber optic cable in the rights-of-way of Wilson Blvd., Frederick Street, and Bowman Avenue. Staff routed their request to the various City departments for review. After several rounds of changes to the plans to address concerns raised by the City, CenturyLink submitted final plans that were approved for construction. However, as a condition of issuance of a permit for this work, the City required CenturyLink to enter into an agreement that would protect the City's interests if the fiber optic cable ever obstructed future City work in this area. The purpose of this memo is to present the agreement for the Council's review and approval.

Mayor and Council Action Requested:

Review the agreement, and authorize the Mayor to execute the document. If the Council is in agreement, a motion to approve the agreement will be presented for the Council's consideration at the Regular Session meeting on November 25th.

Discussion:

This agreement is similar to ones that were previously executed by the City for AT&T and Level 3 Communications. The agreement allows the licensee to install their facilities within the public right-of-way; however, it explicitly states that the licensee will relocate their facilities as required (and at their cost) if they obstruct work that the City needs to perform in that area in the future. If the licensee's facilities obstruct a third party's work, it will be up to that third party to work out an arrangement to have the licensee relocate their facilities.

This agreement provides protection to the City in that there will be no cost to relocate the licensee's facilities in order to complete a future City project (e.g. installation of a water main, sanitary sewer, main, etc.). Staff recommends approval of the agreement.

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

Facilities Permit Agreement
Between the City of Hagerstown and CenturyLink Communications, LLC

WHEREAS, CenturyLink Communications, LLC desires the right to install, construct, operate, maintain, repair, replace and/or remove a system of inner ducts, manholes, and a buried splice box to house a fiber optic telecommunications system (the "CenturyLink Communications, LLC System") within the City of Hagerstown (the "City") in the rights-of-way of portions of Wilson Blvd, Frederick Street (U.S. Alternate Route 40), Bowman Avenue.

WHEREAS, CenturyLink Communications, LLC has applied for the necessary Street Opening Permits for installation of the CenturyLink Communications, LLC System and is awaiting final approval for such Street Opening Permits; and

WHEREAS, the City has indicated that it is willing to allow CenturyLink Communications, LLC to occupy the above designated City streets for the above purposes, subject to CenturyLink Communications, LLC obtaining the Street Opening Permits, provided that the parties clarify certain terms and conditions regarding CenturyLink Communications, LLC's occupancy of the City's streets.

NOW THEREFORE, the City and CenturyLink Communications, LLC hereby agree to the following conditions related to the occupancy of the CenturyLink Communications, LLC System in the City's streets:

Subject to CenturyLink Communications, LLC obtaining the necessary Street Opening Permits from the City and subject to the conditions below, the City hereby grants CenturyLink Communications, LLC the right to install, construct, operate, maintain, repair, replace and/or remove the CenturyLink Communications, LLC System within the City in the rights-of-way of portions of Frederick Street (U.S. Alternate Route 40), Bowman Avenue.

If, at any time after the CenturyLink Communications, LLC System is installed, the City determines that changes in grade or alignment of, additions to, or relocation of the City's road(s) or other facilities shall be required as a result of the needs or projects of the City, such that CenturyLink Communications, LLC must make changes in the CenturyLink Communications, LLC System to accommodate the City's roadway or operations, including, if required, relocating the CenturyLink Communications, LLC System to another area within the geographic limits of the City, CenturyLink Communications, LLC shall make such changes at CenturyLink Communications, LLC's sole cost and expense. Notwithstanding the foregoing, there shall be no cost to CenturyLink Communications, LLC for any alternate area provided by the City to accommodate the relocated CenturyLink Communications, LLC System. The City shall be responsible for providing to CenturyLink Communications, LLC, at no cost to CenturyLink Communications, LLC, all plans and documents relating to the proposed changes to the City's existing roads and/or rights-of-way in order for CenturyLink Communications, LLC to determine the extent of the work required for the protection and/or relocation of the CenturyLink Communications, LLC System.

CenturyLink Communications, LLC agrees to coordinate the protection/relocation activities for the CenturyLink Communications, LLC System with the City, as needed, so as not to unreasonably interfere with the City's plans. CenturyLink Communications, LLC agrees to protect/relocate their facilities within ninety (90) days of notification to do so by the City, unless a longer timeframe is granted, in writing, by the City Engineer.

Notwithstanding the foregoing, if the City request CenturyLink Communications, LLC to protect and/or relocate the CenturyLink Communications, LLC System for the benefit of a third party or because of projects by the City not being undertaken by the City in its governmental capacity for the benefit of the general public, CenturyLink Communications, LLC shall be reimbursed by such third party or the City, as the case may be, for CenturyLink Communications, LLC's costs of relocation, which reimbursement commitment shall be obtained as a condition of CenturyLink Communications, LLC removal/protection activities.

CenturyLink Communications, LLC shall repair or replace any property of the City that CenturyLink

Communications, LLC damages or destroys in connection with performing any of CenturyLink Communications, LLC's work under this Agreement. Further, CenturyLink Communications, LLC shall defend, indemnify, and save harmless the City against and from all claims, suits, and costs of every kind and description and from all liability for damages to which the City may be subjected by reason of injury to the person or property of any persons whomsoever resulting from or arising out of, or in any manner caused by the construction, installation, operation, maintenance or use of the CenturyLink Communications, LLC System, or by the acts of CenturyLink Communications, LLC, or its contractors, agents, employees or representatives. Nothing herein shall require CenturyLink Communications, LLC to reimburse the City for acts or omissions caused by negligence, gross negligence or willful misconduct of the City. Notwithstanding anything to the contrary herein, in no event will CenturyLink Communications, LLC be liable to the City for consequential damages, repair, or correction of reasonable wear and tear or damage by the elements, or damages caused by the negligence, gross negligence of willful misconduct of the City.

This agreement shall be binding between the City and CenturyLink Communications, LLC, its heirs, successors, and assigns.

We the undersigned, do hereby confirm our agreement with the above requirement, effective this _____ day of _____, 2014

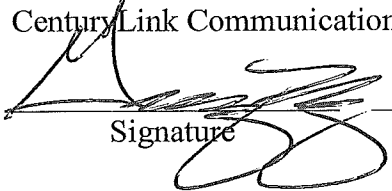
City of Hagerstown

Signature Date

Printed Name

Title

CenturyLink Communications, LLC

 5/13/14

Signature Date

Greg Kunz

Printed Name

Director – National Construction, ROW, CSPEC

Title