

**57th Regular Session
Mayor and City Council
December 16, 2014
Agenda**

7:00 PM - December 16, 2014 - REGULAR SESSION - *Council Chambers*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Kristin B. Aleshire

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, January 6, 2015 - Work Session at 4:00 p.m.
 - 2. Tuesday, January 13, 2015 - Work Session at 4:00 p.m.
 - 3. Tuesday, January 20, 2015 - Work Session at 4:00 p.m.
 - 4. Tuesday, January 27, 2015 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. Planning Commission:
 - Dennis Miller, Term to Expire October 31, 2019
 - Rodney Campbell, Term to Expire May 30, 2019

VI. CITIZEN COMMENTS

VII. CITY ADMINISTRATOR'S COMMENTS

VIII. MAYOR AND COUNCIL COMMENTS

IX. MINUTES

(October 21, 2014, October 28, 2014, November 4, 2014, November 18, 2014 and November 25, 2014)

X. CONSENT

A. Community and Economic Development

- 1. Approval of Street Closure for First Hagerstown Hose Company 200th Anniversary Parade - October 3, 2015

B. Parks and Engineering

- 1. Approval of Pavement Preservation Program - Summer, 2015 and Draft for Summer 2016

C. Police

1. K9 - Hanoverian Hound - Georgia K9 (Edisto Island, SC) \$11,500.00
2. K-9 - Patrol/Narcotics Detection K9 - Cobra Canine (Loudon, TN) \$11,000.00

A. Public Works

1. Vehicle Replacement - Unit 25 - McCafferty Ford (Mechanicsburg, PA) \$93,763.00
2. Road Salt Purchase - Morton Salt, Inc. (Chicago, IL) \$ 83.21 per ton

B. Utilities

1. Wastewater: Polymer System replacement - Sherwood Logan & Associates (Annapolis, MD) \$46,100.00
2. Wastewater: Pump Replacement for WWPS No. 8 - Shafer, Troxell & Howe, Inc. (Frederick, MD) \$41,134.00

XI. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Accepting a Land Transfer from Beazier Homes for Terrapin Park

XII. NEW BUSINESS

- A. Introducton of Ordinance: Chapter 183, Nuisance - Unattended Donation Containers
- B. Amend Chapter 216, Streets and Sidewalks
- C. Approval of a Resolution: City of Hagerstown Request to Comment to State Agencies
- D. Approval of a Grant Agreement: Maryland Department of Transportation - Design Marsh Run Trail
- E. Approval of Debt Management Policy
- F. Approval of Mayor and City Council Goals and Priorities for 2015 through 2016
- G. Approval of Funding for a Community Coalition Funding
- H. Approval of Request for Statement of Interest (RSI) for Developer/Partner for Catalyst Project #3
- I. Approval of Request for Information (RFI) for the Implementation of High-Speed Broadband and Services in City Center Hagerstown
- J. Approval of Use of Fairgrounds Park for a Country Music Fest and Exemption of Park Rule Prohibiting Alcohol

XIII. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Councilmember Kristin B. Aleshire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

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

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Planning Commission:

Dennis Miller, Term to Expire October 31, 2019

Rodney Campbell, Term to Expire May 30, 2019

Mayor and City Council Action Required:

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Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

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REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

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Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Pavement Preservation Program - Summer, 2015 and Draft for Summer 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

K9 - Hanoverian Hound - Georgia K9 (Edisto Island, SC) \$11,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
📎	GEORGIA_K9.pdf	K9 Hanoverian Hound
📎	SOLE_SOURCE_K9.pdf	Sole Source Letter

Georgia K9 NTC

Edisto Island, South Carolina

Mailing Address:

8261 Manse Rd

Edisto Island, SC 29438

tel 770-721-6959

Toll Free:

877-360-6959

fax 770-721-6959

Jeff@GAK9.com

Trailing Service Dog; (TSD)

HANOVERIAN HOUND

Prepared for:

Sgt. Justin Wert/ Hagerstown Police Dept.

Prepared by: Jeff Schettler and Kelli Collins, GAK9 NTC

October 24th, 2014

Proposal Bid# 14-1024



V-3021

0110206 5898

Georgia K9 NTC Edsito Island, South Carolina		tel 770-721-6959 Toll Free: 877-360-6959 fax 770-721-6959 Jeff@GAK9.com
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Acquisition and Training

Objective

The objective of this proposal is to provide a TSD Hanoverian Hound for the purposes of scent discriminating trailing.

Goals

The goal is to ensure that the K9 and handler are mission ready by date TBD for all portions of this proposal. The handler and K9 will be proficient in trailing-scent discrimination TTT level one certification and Obedience. The TSD K9 will be ready for trails under four hours and on moderate varied surfaces with minor contamination by date TBD.

Solution

Hanoverian hound with basic trailing and initial obedience training. COMPLETED TRAINING DATES ESTIMATED TO BE May or June 2015. HANDLER' S COURSE ON EDISTO ISLAND TO BE COMPLETED AT TIME OF PICK UP.

Training of K9

Georgia K9 NTC Canton, Georgia Edisto Island, South Carolina		tel 770-721-6959
		Toll Free: 877-360-6959
		fax 770-721-6959
		Jeff@GAK9.com

The K9 will be socialized and environmentally desensitized to urban and rural environments prior to deployment.

The K9 will be trained on the GAK9 obstacle course for a variety of climbing, jumping, and obstacle negotiation.

K9 will be trained for Obedience, Tracking/ Trailing

Trailing/ Scent Discrimination will be completed to a level II certification and basic Obedience by date TBD. Trailing is the K9 art of following a unique human scent amongst many to an end point. Scent discrimination is part of trailing but it must be understood that scent discrimination is not ever 100%. Errors in handling of scent evidence and contamination of scent article can create scent discrimination problems and well as failure. Furthermore, dogs can make errors due to genetic predisposition to certain stimuli.

K9 training will be chronologically recorded through photography and video posted to the agencies own Flickr Page and Video Page available privately on-line..

Training of the handler may be similarly recorded.

Training Of K9 Handler

80 hour Intermediate Trailing, obedience, and HRD handler' s course at our South Carolina facility. Two weeks with one weekend off.

Classroom:

Georgia K9 NTC Edsito Island, South Carolina		tel 770-721-6959 Toll Free: 877-360-6959
		fax 770-721-6959
		Jeff@GAK9.com

Trailing vs. Tracking, Scent Theory, Courtroom Testimony, basic K9 handling techniques

Field Training

Human scent detection, collection and preservation, Environmental and human impact on scent, Standard trailing equipment for the dog and handler, Basic dog reading 101- trailing dogs body language, Basic trail laying- what you want from an assistant, Scenting your dog and starting the trail, Long lead handling, Various soft surface trailing and the "alphabet" , High and hidden finds, Motivation for detector and protections style K-9 's, The effect of age on a trail, Reading and correcting animal and human distraction; basic training, Scent discrimination basic training, one to two distraction people at PLS

Obedience will be intermediate on lead.

Fee Structure

Pre-Trained K9 Hanoverian Bloodhound Female Trailing and Obedience

\$12,500.00 includes 10 day handlers' course for trailing and Obedience

Total price: \$12,500.00

***Optional training available for an additional handler with lodging: \$2500.00**

Georgia K9 NTC Canton, Georgia Edisto Island, South Carolina		tel 770-721-6959 Toll Free: 877-360-6959
		fax 770-721-6959
		Jeff@GAK9.com

Training for Handler:

All training will be conducted at the GAK9 training facility in Edisto Island, SC. All room and board is provided for the handler and K9. Private handlers quarters are provided with private bath, WiFi, and satellite television. Training may occur with one to three handlers from other agencies. A department observer may attend at no additional cost.

Guarantees:

GAK9 Guarantees the health and demeanor of the dog for one year after purchase date.

Health:

The K9 will be pre-screened for hip and other orthopedic problems with either a Penn Hip exam or OFA. This report will be provided to the department. The guarantee will stay in effect for one year after the initial purchase. GAK9 will provide a similar K9 to the agency should the first K9 succumb to an orthopedic condition that results in retirement. The guarantee does not cover disease or sickness. The guarantee does not cover injury after sale. The guarantee does not cover any health problems potentially related to poor diet. GAK9 recognizes that many current health problems in Police K9' s are directly related to poor and inadequate diets.

GAK9 recommends a true working dog diet of exceptional grain free, ethoxoquin free, dry kibble that is not chicken or beef based. Furthermore, we recommend supplements in the form of fish oil and human grade fruits and vegetables. The recommended diet is listed below.

Demeanor:

Georgia K9 NTC Edsito Island, South Carolina		tel 770-721-6959 Toll Free: 877-360-6959
		fax 770-721-6959
		Jeff@GAK9.com

GAK9 will guarantee that the K9 will be relatively fear free in most urban conditions and will replace the K9 if any phobic response leads to inability to deploy on trailing cases. This guarantee does not cover phobic response induced by handler or kennel error or handling. The K9 will have a photographic and video history of desensitization and socialization training prior to sale.

Recommended Equipment; not included in formal bid:

1. Custom leather harness: \$79.00
2. Custom 30' leather long lead: \$99.00
3. 3" Custom ID collar: \$36.00
4. Lg. Sprenger Prong Collar: \$24.00
5. Patrol dog 3/4" X 5' leather lead: \$18.00
6. Dogtra 280NCP single dog E-collar: \$235.00
7. Grooming kit: \$65.00
8. Double bowl holder with bowls: \$45.00
9. Pooper scooper: \$18.50
10. Vari-kennel 700: \$145.00
11. Ultra-Kong: \$15.00
12. Nylabone Galileo Super size: \$11.00
13. Acana Lamb diet: \$65.00 per bag, \$780.00 year
14. One pound Omega QD Fish Oil Supplement \$99, 297.00 per year

Georgia K9 NTC Canton, Georgia Edisto Island, South Carolina		tel 770-721-6959 Toll Free: 877-360-6959 fax 770-721-6959 Jeff@GAK9.com
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15. Honest Kitchen Grain Free freeze dried fruits and vegetable supplement \$310.00 per year

**Training and boarding options at our facility include room, kenneling, and K9 meals. Meals for humans are not included.

We will be available for unlimited phone consultation for any training questions or difficulty. Jeff Schettler is considered an expert witness in the areas of K9 Trailing and Tracking and may be called upon to provide testimony as to the training of the K9 and handler and deployment.

Handler will receive a copy of our Trailing training manual and Tactical Tracking manual as part of the curriculum:

Alpine Publications:

K9 Trailing; The Straightest Path

Tactical Tracker teams

An initial deposit of \$1000 will secure K9 and handler's course dates. This is non-refundable.

50% of the total fees will be required by January 15, 2015. Final Payment is due upon arrival for the course. Mailing address for payments is: Georgia K9 NTC 8261 Manse Rd, Edisto Island SC 29438

Georgia K9 NTC

Edsito Island, South Carolina

tel 770-721-6959

Toll Free:

877-360-6959

fax 770-721-6959

Jeff@GAK9.com

Printed Name: Christ Mark Holtzman

Signature of buyer:



Date 11/13/14

** Delivery date no later than June 30, 2015 - ref.*

Printed Name of GAK9 Official: _____

Signature: _____

Date _____



CITY OF HAGERSTOWN
MARYLAND
21740-4696

DEPARTMENT OF POLICE
50 N. Burhans Blvd

Non-Emergency: 301-790-3700
Emergency: 301-739-6000
Fax: 301-393-5886

11 November 2014

Captain Langston,

This letter pertains to the acquisition of a "bloodhound". Not having any personal bloodhound experience, I have conducted internet research and spoken to several subjects who have recommended Jeff Schettler of Georgia K9 NTC. Doug Lowry stated Jeff Schettler is the only person from whom he would buy a trained bloodhound. Jeff is a retired police officer who has been qualified as an expert witness in trailing/tracking. As such, I am recommending Georgia K9 NTC as the sole source vendor for a bloodhound.

I have spoken to the Chief about different hound breeds raised by Georgia K9 NTC. The Chief is willing to accept a purebred bloodhound, Hanoverian Hound, Bavarian Mountain Hound, or bloodhound crosses. Georgia K9 NTC has submitted a quote for the total cost of \$12,500. This includes the purchase of the hound as well as the accompanying 10 day handler course. They currently have one female Hanoverian Hound available. Her training should be completed around May of 2015.

Georgia K9 NTC requires a 50% deposit (\$6,250) in order to secure the K9 and subsequent handler's training. I have spoken to Jeff in regards to our extended PO process. Jeff stated he is willing to accept a check as soon as possible for \$1,000 to count towards the deposit until we can get through the PO process. The remaining deposit (\$5,250) must be submitted to him no later than January 15th.

There is \$26,000 in the Other Capitalized Expense Fund (0110206 5898) within the Police K-9 Expenditures budget for the purchase of two police service dogs. The hound handler will be selected at a later date. The spare K9 vehicle may suffice initially, but consideration must be given for the addition of another equipped K9 cruiser. Additional equipment (leads, collars, harness, etc.) will need to be purchased. If there are any concerns or corrections needed, please contact me.

Respectfully,
Sgt. Justin Wert #3074
K-9 Supervisor

Cc: Lt. Woodring

A Nationally Accredited Law Enforcement Agency



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

K-9 - Patrol/Narcotics Detection K9 - Cobra Canine (Loudon, TN) \$11,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name		Description
	Patrol Dog.pdf	Narcotics / Patrol K9

Invoice No. 546

INVOICE

QUOTE

Date 10/31/14

Order No. **QUOTE**

QUOTE
"I'm not a person who likes to be in the spotlight," says the 31-year-old, who has been in the industry for 10 years. "I'm a person who likes to be in the background, and I like to be a part of something that is bigger than myself."

Qty	Description	Unit Price	TOTAL
1	CK9 110 Multi Purpose Narcotic Trained Canine with Class (5 Week Handler Course)	\$11,000.00	\$11,000.00
		SubTotal	\$11,000.00
		Shipping	\$0.00
		Taxes	
		State	
		TOTAL	\$11,000.00



TRI-STATE CANINE SERVICES

3069 Durst Clagg Rd. Warren, Ohio 44481 Ph: 330-501-3816

Submitted to:

Hagerstown Police Dept.
Hagerstown, Md

Quote 2014

Date: 10/24/2014

Description	Quantity	Cost	Total
Pre-trained dual purpose patrol and narcotic detection canine with 5 week handler class.	1	\$12,500.00	\$12,500.00
Available dogs: Imported - German Shepherds, Malinois and Dutch Shepherds. Call for availability.			
Housing for class- our dorm			\$500.00
Hotels available- List can be provided			
Canine Guarantee: Details on warranty sheet.			
*Free of charge, lifetime monthly maintenance training with original team.			

Thank you for your interest!
Dave Blosser-owner



Vohne Liche Kennels, Inc.

7953 N Old Rt 31
Denver, IN 46926

Cost Quote

Date	Estimate #
11/6/2014	3727

Bill To
Hagerstown City Police 50 N. Burhans Blvd Hagerstown, MD 21740

Ship To

P.O. No.	Terms	Due Date	VLK Rep		Contact #
	Net 30	12/6/2014	LAP		
Description			Qty	Rate	Total
Dual-Purpose Narcotic Detector Dog 6-week Class and Housing			1	7,650.00	7,650.00
Dual Purpose Pre-trained Narcotics Dog, Untitled. Guarantee: Effective from date of purchase. 100% health 1 year, Skeletal 1 year. If a genetic or hereditary problem is found K-9 will be replaced. Vet report must accompany K-9 on return. Workability 12 months, Compatibility 12 months			1	10,000.00	10,000.00
Combo Discount			1	-2,000.00	-2,000.00
TAX ID # 35-2148814					0.00
This estimate is good for ninety days. Thank you for your inquiry.				Subtotal	\$15,650.00
(765) 985-2274 Phone				Sales Tax (7.0%)	\$0.00
(765) 985-2595 Fax				Total USD	\$15,650.00
www.vohneliche.com					

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Vehicle Replacement - Unit 25 - McCafferty Ford (Mechanicsburg, PA) \$93,763.00

Mayor and City Council Action Required:

Approval of purchase

Discussion:

(1) Department Manager: This truck replaces unit no. 25 which is a model year 2001 Ford F550 dump truck with salt spreader and plow. 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 provided through Bond Financing.

Financial Impact:

Quantity	Description	Value
1	Ford F550 4x4 chasis	\$43,562.00
1	Stainless steel step bars	\$475.00
1	Henderson stainless steel dump body, lighting, hydraulics, electric tarp, salt spreader and 9' plow	\$49,726.00

TOTAL VALUE OF PROJECT: \$93,763.00

Recommendation:

Approval of purchase

Motion:

none

Action Dates:

Approval on 12/16/14

ATTACHMENTS:

File Name	Description
 truck no. 25 replacement.pdf	Consent form, vehicle replacement form, quotes

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/16/14**

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: \$90,000 Account Balance: \$90,000 Year: 14/15 CIP Control No. C0065
Unbudgeted \$: _____ Source of Funds: Bond Financing

Quantity	Description	Value
1	Ford F550 4x4 chasis	\$43,562.00
1	Stainless steel step bars	\$475.00
1	Henderson stainless steel dump body, lighting, hydraulics, electric tarp, salt spreader and 9' plow	\$49,726.00

TOTAL VALUE OF PROJECT: \$93,763.00

ABOVE TO BE USED FOR:

General hauling and snow plow operations.

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. 25 which is a model year 2001 Ford F550 dump truck with salt spreader and plow. 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 provided through Bond Financing.



Signature / Date

(2) Purchasing Agent:



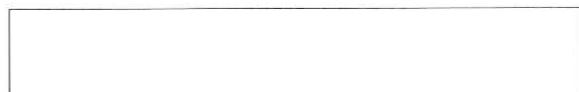
Signature / Date

(3) Finance Manager:



Signature / Date

(4) City Administrator's Recommendation:



Signature / Date



CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2015
(attach to consent agenda form)

Department	<u>Public Works</u>	Division	<u>Central Maintenance Garage</u>	
Vehicle Call #	<u>25</u>	Model Yr.	<u>2001</u>	Serial # <u>1FDAF57F71EB81785</u>
Make	<u>Ford</u>	Model	<u>F550</u>	
Vehicle Description	<u>Dump truck with salt spreader and snow plow</u>			
Mileage	<u>66,500</u>	# of Service Repair Orders		Repair Costs to Date * <u>\$25,236</u>
Condition	<u>Fair</u>			

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work Hours / Age X Age
Other (please explain) Truck is approaching 14 years old.

Is Purchase an Addition to Fleet? No Reason:

Disposition:

Sell at Auction: X Salvage Value: \$7,000 Transfer Within City:
Other:

Notes:

Salvage value is based upon previous auction values for this type of truck.

Date: 12/04/14 **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 10.22.14
		013-114		STOCK	NO
		025-162			
		026-055			
# Units:	1			FACTORY ORDER	YES
Year:	2015	MSRP	\$	LOCATE	NO

Factory Codes		Standard Features - Description	Price
Body:	F5H	F550 4X4 CHAS/CC	\$43,562.00
Engine:		6.7L V8 DIESEL	
Tranis:		6-SPEED AUTO	
Pep Pack:	660A	PREF EQUIP PKG	
Whibase:	141"		
Ext. Color		OXFORD WHITE	
Int. Color		STEEL	

Additional Factory Options		Price
VINYL - 40/20/40		
AIR CONDITIONER		
AM/FM STER/CLK		
225 MAX TRAC		
4.88 LIMITED SLIP		
PAYLOAD PLUS UPGRADE		
19500# GVWR PKG		
PWR EQUIP GROUP		
TELE TT MIR-PWR		
XL DÉCOR PKG		
ENG BLOCK HEATER		
SNOW PLOW PKG		
BRAKE CONTROLLER		
HI MNT STOP LAMP		
TRANS PTO PROV		
DAY RUNNING LTS		
SS STEP BARS		\$475.00
* THIS QUOTE IS VALID FOR A LIMITED TIME*		

* Delivery Available

*Municipal Registration Plate Processing Available

Total Cost of Vehicle	\$44,037.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$44,037.00

Customer Approval _____

Date: _____

Dealership Acceptance _____

Date: _____



Quotation

4210 Chambers Hill RD.
Harrisburg PA 17111
Phone 717-648-5370
Fax 717-901-9071
www.mjrequipment.com

TO: City of Hagerstown

Price is off COSTARS Contract 025-171

ATTN: AI

PHONE: _____

FAX: _____

PART NUMBER	DESCRIPTION	QTY	NET EACH	TOTAL
Body	Henderson Mark III stainless steel dump body with 18" sides, 24" tailgate with safety latch, class 40 scissor hoist, floor AR400 3/16", 22 X 86" wide cabshield, front ladder, hold downs for spreader, and a lifting lug on the tailgate.	1	\$ 49,726.00	\$ 49,726.00
Hydraulics	Transmission mounted pump/pto, 3 section electric valve in an enclosure toggle switch for dump body and an electric spreader control.			
Lighting	8 LED strobe lights(4 cabshield and 4 rear post) 2 LED STT lights mounted in the rear post, Ecco 5280 strobe cabshield mounted, and 2 spreader lights.			
Misc.	Donavon electric tarp system, pintle plate with 2" receiver and a 2 5/16 pintle/ball combo, back up alarm, trailer plug and D-rings.			
Spreader	Henderson 9' 4 cuyd stainless steel v-box spreader with dual hydraulic motors, HD top screens, nylon ratchet straps, tailgate latch, and treated lumber under spreader.			
Plow	Western 9" Pro Plus snow plow complete with electric over hydraulic controls, a rubber deflector, and 2 rubber cutting edges.			

QUOTED BY: Tom Cunkle

DATE: 10/17/2014

FREIGHT TERMS: _____

ACCEPTED BY: _____

DATE ACCEPTED: _____

TOTAL \$ 49,726.00

FREIGHT INC

TAX

TOTAL \$ 49,726.00

*All Quotes are effective for thirty days unless otherwise noted.
Terms; Costars due upon delivery all others net 30.*

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Road Salt Purchase - Morton Salt, Inc. (Chicago, IL) \$ 83.21 per ton

Mayor and City Council Action Required:

Discussion:

The State of Maryland did not include the City of Hagerstown as a separate entity in the bidding process for bulk road salt. The result being no bulk road salt vendor for the City. The successful bidder for Washington County Government was Morton Salt, Inc. at \$ 104.56/ton. Staff worked with Morton Salt to secure them as the salt supplier for the City. Morton Salt graciously allowed the City the same pricing provided through the Baltimore County contract of \$ 83.21/ton. Last year's price was \$ 67.52/ton which calculates to a 23% increase over last year's price.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
 Road Salt Consent Form 12-09-14.pdf	Consent Form - Road Salt Purchase

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 12/16/14**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 0121001-5591 Account / Project Name: Snow Removal-Chemicals
Budget Amount: \$100,000 Account Balance: \$100,000 Year: 14/15 CIP Control No. N/A
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Bulk Road Salt per ton	\$83.21 per ton

TOTAL VALUE OF PROJECT: \$83.21per ton

ABOVE TO BE USED FOR:

Used to melt snow and ice from city streets and alleys.

Recommended Vendor:

Business Name: Morton Salt Inc
Address: 123 N. Wacker Drive
City, State: Chicago, IL 60606-1743
Bid/Proposal/Quote No.: Baltimore County, MD RFB-806

OTHER VENDORS:		
Firm	City/State	Total Amount

(1) Department Manager: The State of Maryland did not include the City of Hagerstown as a separate entity in the bidding process for bulk road salt. The result being no bulk road salt vendor for the city. The successful bidder for Washington County Government was Morton Salt Inc. at \$104.56/ton. Staff worked with Morton Salt to secure them as the salt supplier for the city. Morton Salt graciously allowed the city the same pricing provided through the Baltimore County contract of \$83.21/ton. Last year's price was \$67.52/ton which calculates to a 23% increase over last year's price.

EB Doherty 12/8/14

Signature / Date

(2) Purchasing Agent:

Recommend Approval

Carla M. Promilla 12.9.14

Signature / Date

(3) Finance Manager:

Recommend approval. This is a necessity for our street services! Recommend approval despite the budget deficit.

Michelle A. Kurn

Signature / Date

12/9/14

(4) City Administrator's Recommendation:

Recommend Approval

Bruce Zimmerman 12/9/14

Signature / Date

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Wastewater: Polymer System replacement - Sherwood Logan & Associates (Annapolis, MD)
\$46,100.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda Polymer System purchase for the WWTP in the amount of \$46,100.

Discussion:

The existing Polymer addition system at the WWTP is over 30 years old. Polymer is currently added to liquid sludge to promote thickening in the dissolved air floatation (DAF) unit prior to being transferred to the pelletizing facility. Note attached Memo.

Financial Impact:

Acct 54-5485001-5830-C0584 currently has \$140,005 available for the \$46,100 purchase.

Recommendation:

Staff requests approval

Motion:

Consent Agenda item

Action Dates:

Regular Session 12/16/14

ATTACHMENTS:

File Name	Description
☐ Wastewater_Division_Consent_Agenda_Polymer_System_WWTP_121614.xls	Wastewater Division Consent Agenda Polymer System WWTP 121614
☐ Wastewater_Divison_Polymer_System_Purchase_WWTP_121614.pdf	Wastewater Divison Polymer System Purchase WWTP 121614

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

Quantity	Description	Value
1	Polymer system replacement at WWTP	\$
	TOTAL	\$

Purchase a new Polymer addition system at the WWTP which will replace the existing system that has exceeded its useful life which is 30 years old.

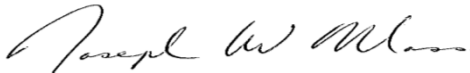
Other Vendors: See Below

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
Kershner Environmental	Reisterstown, MD	
Heyward Incorporated - VA	Glen Allen, VA	

Comments

Department Manager (required on all unbudgeted items):

The existing Polymer addition system at the WWTP is over 30 years old. Polymer is currently added to liquid sludge to promote thicker dissolved air floatation (DAF) unit prior to being transferred to the pelletizing facility.



Wastewater Operations Manager

December 16,

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

NWTP	
C0584	
	46,100.00
	46,100.00
n excess of	
	\$47,404.00
	\$48,534.00

ing in the
2014

Memo



To: Joesph W. Moss, P.E.
From: Matthew J. Mohler, P.E. *Matthew J. Mohler*
Date: November 26, 2014
Re: Liquid Polymer Mixing System - RFQ Recommendations

On September 30, 2014 we solicited a Request for Quotations (RFQ) to four vendors for a Liquid Polymer Mixing System to replace our existing Dry Feed Polymer System. The RFQ was modified by addendum on October 3, 2014 for clarifications and to allow additional time for the vendors to respond. The RFQ requested that the vendors submit a bid alternate for an alternative pumping system in lieu of the base bid pumping system. Three of the four vendors responded on October 17, 2014 and one vendor provided quotations for two manufacturers for a total of four quotations for our consideration. The prices quoted are shown in the attached bid tabulation dated October 24, 2014.

We evaluated the bids and determined that the lowest bidder, Fluid Dynamics, provided a unit with a mixing system that was not equal in quality to the other manufacturers, so their bid was removed from consideration. After several calls to references of the various systems, we determined that the bid alternate pumps (progressive cavity pumps) were the preferred pump for this application so we recommend selecting Bid Alternate A for a lower maintenance and more efficient system. By selecting Bid Alternate A, this made the apparent low bidder Velodyne provided by Sherwood Logan at a cost of \$46,100 after the Fluid Dynamics quote of \$37,500 was removed from consideration.

I reviewed the scope of supply included by manufacturer and conclude that they have provided everything in accordance with the specifications. The scope of supply is attached. I have also contacted several references provided by Velodyne and the opinions of the system were very positive with systems that have been in service for 8 and 10 years. There are several systems installed in this area and the vendor, Sherwood Logan, is reputable, knowledgeable, and located in close proximity to provide support if needed. Based upon my research and the equipment included in the scope of supply, I recommend selecting Velodyne Proposal #303445 provided by Sherwood Logan and selecting Bid Alternate A to provide progressive cavity pumps for a total price of \$46,100.



City of Hagerstown, Maryland - Utilities Division

REQUEST FOR QUOTATION

BID TABULATION FORM

Liquid Polymer Mixing System RFQ

October 17, 2014 at 4:30 PM

Vendor	Sherwood Logan	Heyward	Kershner	Kershner
Manufacturer Quoted	Velodyne	Prominent	Acrison	Fluid Dynamics
Base Bid	\$49,900.00	\$46,264.00	\$43,404.00	\$40,312.50**
Bid Alt A	\$46,100.00	\$48,534.00	\$47,404.00	\$37,500.00**

** Removed from consideration due to a mixing system which was considered not equal in quality to the other bids.
With Fluid Dynamics removed from consideration and our selection Bid Alt A, Velodyne via Sherwood Logan is the apparent low bidder with a bid of \$46,100.



PROPOSED SCOPE OF SUPPLY

Bid Type: Velocity Dynamics is a named supplier in the specifications.

Velocity Dynamics, Inc. is pleased to offer the following proposal for the liquid polymer blending equipment, including options and accessories as indicated below.

QTY.	DESCRIPTION
1	<u>VeloBlend Model VH-4.6PER/4.6PER-300-Rpx-2A-D-2 Liquid Polymer Blending System</u> Dilution Water Flow: 0.5 to 5.0 GPM Polymer Flow Range: 0.002 to 4.6 GPH <u>Each unit shall include the following unless otherwise indicated:</u>
1	Polymer Mixing Chamber: A. Series: VeloBlend VH B. Type: Staged hydro-dynamic (non-mechanical) C. VeloCheck™ Neat Polymer Check Valve with Quick Release Pin D. Construction: 1. Body: PVC 2. Cover: Clear polycarbonate E. Pressure Rating: 100 psi F. Pressure Relief Valve: Brass
2	Neat Polymer Metering Pump Assembly (one duty, one standby): A. 1" FNPT polymer inlet connection B. Type: Peristaltic type C. Loss of polymer flow sensor Bid Alt A - Progressive Cavity in lieu of Peristaltic D. Metering pump calibration assembly with isolation valves and vented cap: 500 ml E. Plumbing: SCH. 80 PVC
1	Dilution Water Inlet Assembly shall be provided, including the following: A. 1" FNPT water inlet connection B. Dilution water ON/OFF solenoid valve C. Control Valve: Linear Actuated Automatic Flow Control Valve D. Primary dilution water flow meter type: Paddle Meter E. 0-160 psi inlet water pressure gauge (stainless steel, liquid filled) F. Plumbing – SCH. 80 PVC
1	Solution Discharge Assembly: A. 1" FNPT solution discharge connection B. 0-160 psi solution discharge pressure gauge (stainless steel, liquid filled) C. Plumbing – SCH. 80 PVC
1	Control Panel Control Panel Features: A. NEMA 4X FRP enclosure B. 480 VAC, 60 Hz, 3 Ph Service C. Main Power Fused Disconnect Switch D. Circuit breaker motor protection E. Numbered terminal block F. Terminal block legend

- G. Numbered wires
- H. Wire race-way
- I. NEMA 4X Conduit and fittings

(Series Rp) Ratio Controller:

A. Description:

The control system shall be designed to precisely control dilution water flow in proportion to polymer flow (polymer master) based on an operator input of desired solution concentration. The controller shall have two (2) modes of operation:

Manual Mode: Operator sets pump rate and water rate manually by increase and decrease push buttons on controller face.

Proportional Auto Mode: Operator sets desired solution concentration. Metering pump follows 4-20mA pump pacing input signal. Water rate is controlled to maintain desired solution concentration (i.e. for in-line applications where process flow fluctuates).

B. Operator Interface: Color Touch Screen:

1. System ON/OFF
2. Pump #1 / Pump #2 Selector Switch
3. Neat Polymer Storage Tank Mixer Timer
4. Mode (change mode, select mode):
 - a. Manual Mode
 - b. Proportional Manual Mode
 - c. Proportional Pump Pacing Mode
 - d. Set % Solution (proportional modes only)
 - e. Set Poly Rate (manual mode only)
 - f. Set Water Rate (manual and remote pacing modes only)
 - g. Polymer Pump Calibrated Value Input
5. Up Arrow
6. Down Arrow

C. Display: Alpha Numeric Display

1. Pump Rate
2. Water Rate
3. Solution Concentration
4. Neat Polymer Storage Tank Level

D. Status / Alarm Indicators:

1. Low Water Flow Alarm
2. Low Polymer Flow Alarm
3. Low Neat Polymer Storage Tank Level
4. High Neat Polymer Storage Tank Level
5. Manual Mode
6. Proportional Manual Mode
7. Proportional Auto Mode
8. Calibration Mode

E. Inputs (signals by others)

1. Remote Start / Stop (discrete dry contact)
2. Pacing Signal Based on Process Flow (4-20mA)
3. Neat Polymer Storage Tank UltraSonic Level Transmitter

F. Outputs:

1. System Running (discrete dry contact)
2. Remote Mode (discrete dry contact)
3. Common Alarm (discrete dry contact)
4. Polymer Pump Rate (4-20mA)

G. Special Functions / Features:

1. Proportional control of water to polymer flow (ratio control) as outlined above
2. Programmable auto flush – keeps water control valve open for programmable amount of time when unit is shut-off.
3. Polymer pump rate input for calibration.

1 System Skid:

- A. Frame: 304 stainless steel, open frame design for access to all components

- B. Fasteners: 304 SS
- C. Designed for boll-down

Spare Parts revised per Bid Alt A

- 1 Spare Parts (quantities shown are total for project)
 - A. One (1) Peristaltic Pump Replacement Hose Assembly
- 1 Accessories (quantities shown are total for project – provided loose for field installation):
 - A. One (1) Solution Discharge Back Flow Prevention 1" Swing Check Valve
- 1 Engineering:
 - Submittals:
 - A. Complete submittal package for approval (if required)
 - O&M Manuals:
 - A. Five (5) hard copy and CD versions for approval (if required)
 - B. Two (2) final hard copy and CD versions per system
- 1 Start-Up / Field Services: Provided by factory authorized technician
 - Factory Start-Up & Field Services:
 - Number of Trips: 1 Trip
 - Number of Days: 2 Days

Note: four (4) weeks notice required prior to factory services being scheduled

For Liquid Polymer Mixing System 2.5 – Calibration Column. Column will be VeloDyne standard, graduated in 0.1 gallon/10 mL increments over a range of 0 to 8 gph/0 – 500 mL. Range of calibration column set to meet intended full range of the pump.

** Note: lead times are estimates based on the current engineering and production work load at the time of bid. Actual lead times may vary based on the work loads at the time of order and release for production – consult factory at time for order and release for production to confirm lead times.*

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Wastewater: Pump Replacement for WWPS No. 8 - Shafer, Troxell & Howe, Inc. (Frederick, MD)
\$41,134.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Agenda Pump Replacements at PS8 in the amount of \$41,134.00

Discussion:

This request is for the purchase of new dry-pit submersible pumps to replace the existing pumps (2) at PS8 at the Hagerstown Community College that have reached the end of their life cycle.

Financial Impact:

Acct. 54-5485001-5881-C0299 currently has a balance of \$188655.79 and the requested expenditure is \$41,134.00.

Recommendation:

Staff recommends approval

Motion:

Consent Agenda Item

Action Dates:

Regular Session 12/16/14

ATTACHMENTS:

File Name	Description
☐ Wastewater DivisionConsent Agenda Pump Replacement PS8 121614.xls	Wastewater DivisionConsent Agenda Pump Replacement PS8 121614
☐ Wastewater Division Pump Replacement PS8 121614.pdf	Wastewater Division Pump Replacement PS8 121614

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

Quantity	Description	Value
2	Grundfos/Yeomans Dry-Pit Submersible Pumps	\$
	TOTAL	\$

The purchase of new dry-pit submersible pumps to replace the existing pumps (2) at PS8 at the Hagerstown Community College that have the end of their life cycle.

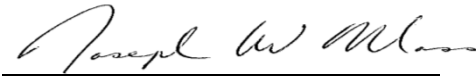
Other Vendors: See Below

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
Kohl Bros., Inc	Myerstown, PA	
Roberts Electric Motors, Inc.	Frederick, MD	

Comments

Department Manager (required on all unbudgeted items):

This request is for the purchase of new dry-pit submersible pumps to replace the existing pumps (2) at PS8 at the Hagerstown Community Center that have reached the end of their life cycle.



Wastewater Operations Manager

December 16,

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

No. 8
C0299
41,134.00
41,134.00
We reached
\$46,125.00
\$49,480.00

ity College
2014



STH
Shafer, Troxell & Howe, Inc.
Manufacturers' Representative
Since 1973

QUOTE / PURCHASE ORDER AGREEMENT

Please reference this number when making inquiries:

STH #: 0119457

Refer inquiries to: 800-233-7718 or Fax 301-682-3391
Carroll Holmes ext. 127

Page 1 of 2

Date: 11/12/2014

To: City of Hagerstown

Attn: George Fisher

_____ Hold for Approval

_____ Release for Production

Bid Date: 10/13/2014

Project: City of Hagerstown WW PS8

Address:

Location: Hagerstown, MD

Engineer:

BILL To: 0006836

City of Hagerstown
Accounting Department
1 East Franklin Street
Hagerstown, MD 21740

Ship To:

City of Hagerstown
WW Collections
1 Clean Water Circle
Hagerstown, MD 21740

- 1 STH Dry-Pit Submersible Pump Replacement Proposal, to Include the Following:

Scope and Price UPDATED 11.12.14

Qty.2 Grundfos/Yeomans Dry-Pit Submersible Pump
9235 series rated up to 900 GPM @96' TDH
Double Seal, Moisture Seal leak detection
40hp 230/460V 1750rpm 50ft power cable,
Thermals, SS wear rings (impeller & volute)
Steel Pump Support, 4" discharge 6" suction

Qty.2 Certified Factory Performance Tests

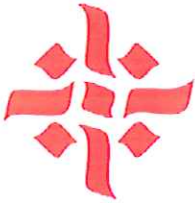
Qty.2 Seal Leak and Overtemp Relay

Qty 1 F.O.B. Factory Freight Allowed

If Necessary ADD the following to the base price:

Note the below Exceptions and/or Exclusions:

Any and All Referenced Specification Sections, Installation, Wiring,
Piping, Valves, Flex Connectors, Field Testing,
& Sensors Beyond Unit Are Not Included In Pricing.



STH
Shafer, Troxell & Howe, Inc.
Manufacturers' Representative
Since 1973

QUOTE / PURCHASE ORDER AGREEMENT

Please reference this number when making inquiries:

STH #: 0119457

Refer inquiries to: 800-233-7718 or Fax 301-682-3391
Carroll Holmes ext. 127

Page 2 of 2

Date: 11/12/2014

To: City of Hagerstown

Attn: George Fisher

_____ Hold for Approval

_____ Release for Production

Bid Date: 10/13/2014

Project: City of Hagerstown WW PS8

Address:

Location: Hagerstown, MD

Engineer:

BILL To: 0006836

City of Hagerstown
Accounting Department
1 East Franklin Street
Hagerstown, MD 21740

Ship To:

City of Hagerstown
WW Collections
1 Clean Water Circle
Hagerstown, MD 21740

Total Base Price Excluding Above Options/Deducts:

\$41,134.00

Quoted price does not include Federal, State, or Local Taxes. FOB Shipping Point. Start-up & Warranty will not be provided until complete payment has been received. *Terms: Net 30 Days*

All terms subject to credit approval. Past due accounts are subject to 2% per month service charge. APR of 24%. All attorney fees & court costs incurred in collection of past due accounts will be added to amount due. The above is accepted subject to the terms as stated. Payment will be issued in accordance with STH Terms. I accept a fax or E-mail of this agreement to be as legally binding as an original document.

If tax exempt, include a copy of your tax certificate. State law requires us to have a copy on file.

PO# _____ Date: _____ STH Authorization: _____ Date: _____

Company Name: _____ Date: _____

Authorized Signature: _____ Title: _____

Company: STH, inc.
Name: CR Holmes
Date: 11/11/2014

Customer: City of Hagerstown
Project: Pump Station 8 - WW
Location: Robinwood, Hagerstown MD
Qty. of Pumps: 2



Pump:

Model: 4123
Type: 9235
Synch speed: 1800 rpm
Curve ID No.: 3422A
Specific Speeds:
Dimensions:
Speed: 1750 rpm
Dia: 11.125 in
Impeller ID No.: Y-4575
Ns: ---
Nss: ---
Suction: 4 in
Discharge: 4 in

Search Criteria:

Flow: 900 US gpm Head: 96 ft

Fluid:

Water
SG: 1
Viscosity: 1.105 cP
NPSHa: ---
Temperature: 60 °F
Vapor pressure: 0.2563 psi a
Atm pressure: 14.7 psi a

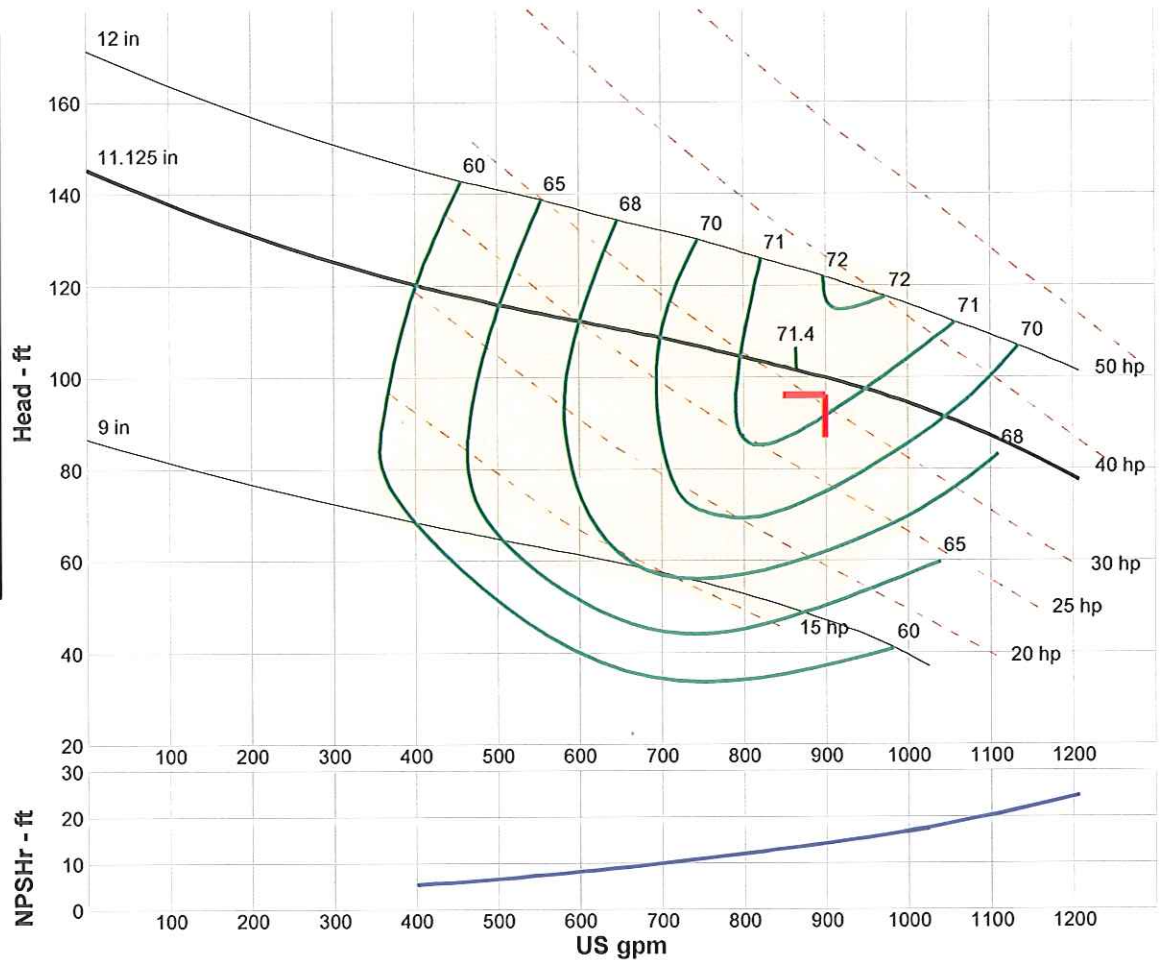
Motor:

Standard: YCC
Enclosure: TENV
Sizing criteria: Max Power on Design Curve
Size: 40 hp
Speed: 1800
Frame: 250CLC

Pump Limits:

Temperature: 104 °F
Pressure: 75 psi g
Sphere size: 3 in
Power: ---
Eye area: 12.6 in²

--- Data Point ---	
Flow:	900 US gpm
Head:	99.8 ft
Eff:	71.2%
Power:	31.8 hp
NPSHr:	14.4 ft
--- Design Curve ---	
Shutoff head:	145 ft
Shutoff dP:	63 psi
Min flow:	---
BEP:	71.4% @ 865 US gpm
NOL power:	36.7 hp @ 1207 US gpm
-- Max Curve --	
Max power:	45.3 hp @ 1207 US gpm



Default motor size is based upon max. power on the design curve plus a margin factor to allow for impeller trim variances that may occur to meet H.I. TDH requirements. Efficiencies and data are typical. Please contact the factory for guaranteed values. FOR TEMP. ABOVE 104 DEG. F (40 DEG C) REFER TO FACTORY FOR ASSISTANCE.

Performance Evaluation:

Flow US gpm	Speed rpm	Head ft	Efficiency %	Power hp	NPSHr ft
1080	1750	88.4	68.8	34.9	19.8
900	1750	99.8	71.2	31.8	14.4
720	1750	108	70.2	27.9	10.5
540	1750	115	66.1	23.6	7.35
360	1750	123	58	19.3	5.09

WHOLESALE • RETAIL • SALES • SERVICE • PUMPS FOR ALL USES

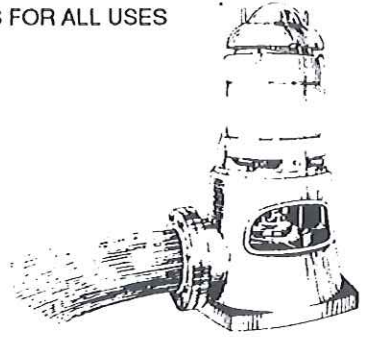


KOHL BROS., INC.

5 E. MUTH AVE.
P.O. BOX 350
MYERSTOWN, PA 17067

(717) 866-2161 FAX (717) 866-4781

Established 1900 Incorporated 1957



e-mail: dave@kohlbros.com

Fax Message

TO: CITY OF HAGERSTOWN

DATE: 11-19-14

ATTENTION: GEORGE FISCHER

RE: WW PS8

MESSAGE: We offer the following for the referenced site:

Two Yeomans Submersible Pumps Series 923J rated for 900GPM @ 96 Ft. TDH including:

- Double mechanical seal.
- Moisture leak detection.
- 40HP 230/460/3/60 1750RPM motor.
- Stainless Steel wear rings.
- 4"x6" casing.
- Steel pump support.

TOTAL \$46,125.00/FOB CHICAGO, IL

One Factory performance test of pump.

ADD \$1,425.00 EACH

One Seal leak relay.

ADD \$320.00 EACH

We have NOT included any applicable Tax.

Kohl Bros., Inc.

Page 2

Pricing is valid for 30 Days from the above date. After 30 Days pricing is subject for review.

Please contact me with any questions.

Thank You.

SIGNED *David J. Gettle, PE*

NO. OF PAGES - TWO



Roberts Electric Motors, Inc.

5841 Urbana Pike
Frederick, MD 21704

Phone: 800/537-9038 Fax: 301/662-3332

QUOTATION

Order #	0043777
Order Date	11/18/14

000869
CITY OF HAGERSTOWN
ACCTS PAYABLE
1 EAST FRANKLIN ST
HAGERSTOWN, MD 21740

Ship
To:

GEORGE FISHER

Cust P.O.#	Terms	Salesperson	Ship Via	Ship Date
QUOTE	NET 30 DAYS	COUNTER SALES		

Line	Order	Ship	B/O	Item Number & Description	Whse Location	Price
------	-------	------	-----	---------------------------	---------------	-------

2

23,000.00

GRUNDFOS/YEOMANS DRY-PIT PUMP
9235 SERIES, 900 GPM @ 96' TDH
DOUBLE SEAL, MOISTURE SEAL LEAK DETECTOR
40HP 2330/460V 1750 RPM, 50' POWER CABLE
THERMALS, SS WEAR RINGS (IMP. & VOLUTE)
STEEL PUMP SUPPORT
4" DISCHARGE, 6" SUCTION
F.O.B. FACTORY FREIGHT ALLOWED

310.00

SEAL LEAK RELAY

1,430.00

FACTORY TESTING - CERTIFIED

Total: 49,480.00

ALL INVOICES ARE DUE UPON RECEIPT!!
HOURS M-THUR 7:00-4:30, FRIDAY 8-12:00
THANK YOU

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of an Ordinance: Accepting a Land Transfer from Beazier Homes for Terrapin Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

▯ [Terrapin_Park.pdf](#)

Description

Approval of an
Ordinance: Accepting a
Land Transfer from
Beazier Homes for
Terrapin Park

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 16, 2014

TOPIC: Approval of an Ordinance for the Land Transfer from Beazer Homes to the City of Hagerstown

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

MOTION: I hereby move for the approval of an Ordinance authorizing the acceptance of an offer of 2.09 acres of land from Beazer Homes, Inc. to the City of Hagerstown in Collegiate Acres development for the purpose of a public park. The park shall be named "Terrapin Park". I authorize staff to begin maintenance of the park as outlined in the Ordinance.

DATE OF INTRODUCTION: 11/25/2014

DATE OF PASSAGE: 12/16/2014

EFFECTIVE DATE: 1/16/2015

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

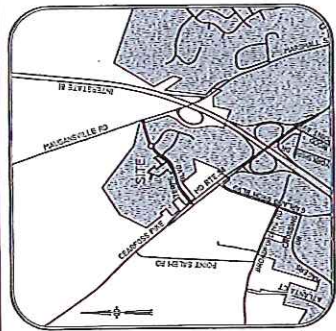
MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction:
Date of Passage:
Effective Date:

PREPARED BY:
NAIRN & BOYER, CITY ATTORNEY

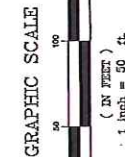


VICINITY MAP
SCALE 1"=2000'

LINE	BEARING	DISTANCE
L1	S74°00'00"W	46.44'
L2	N02°33'00"E	70.00'
L3	N81°45'30"E	9.15'
L4	N29°04'00"W	20.00'
L5	N29°04'00"W	10.00'
L6	N29°04'00"W	10.00'
L7	N29°04'00"W	10.00'
L8	N29°04'00"W	10.00'
L9	N29°04'00"W	10.00'
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L100	N29°04'00"W	10.00'

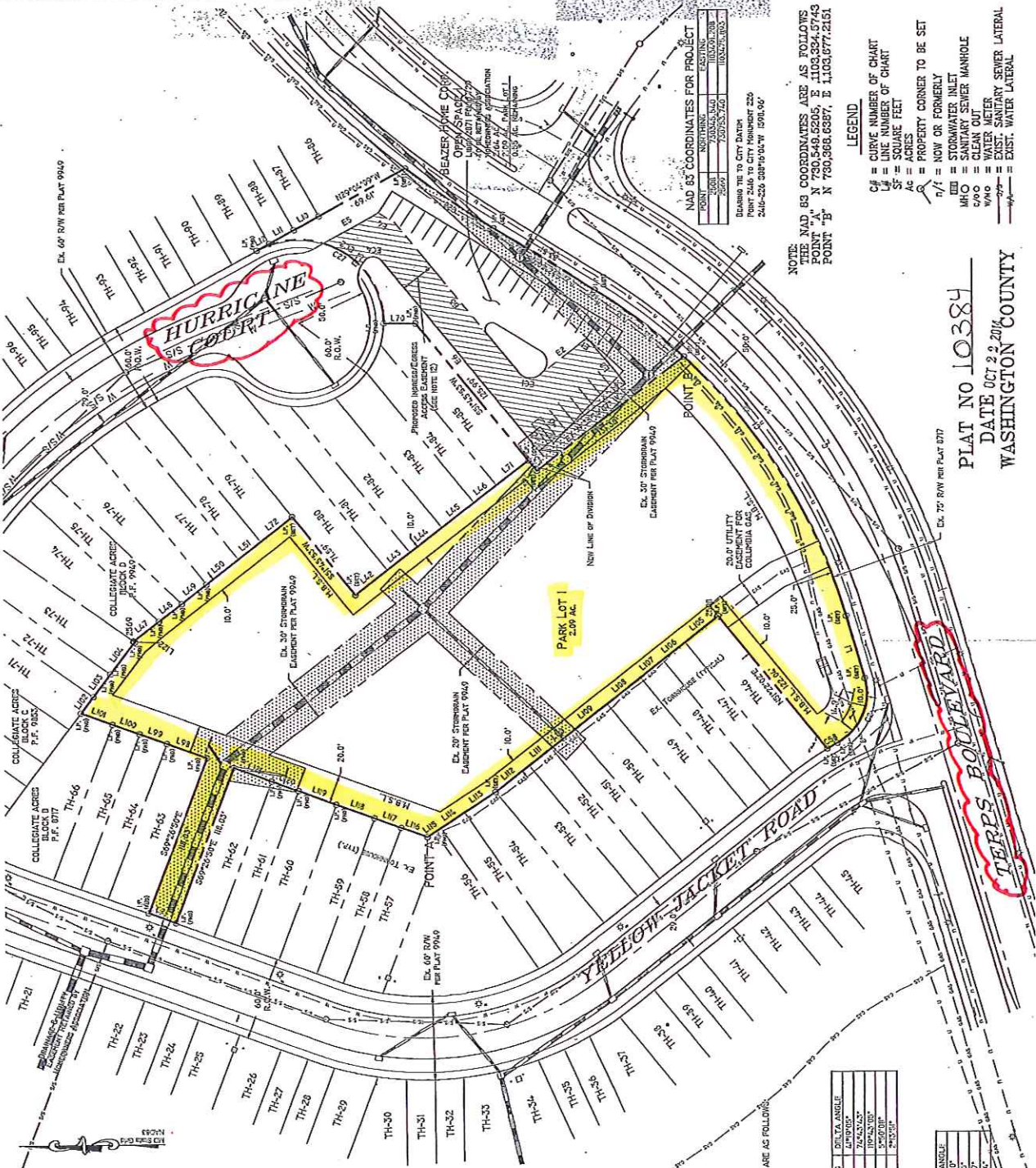
LINE	BEARING	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C2	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C3	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C4	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C5	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C6	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C7	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C8	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C9	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C10	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C11	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
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C13	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C14	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C15	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C16	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C17	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C18	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C19	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"
C20	N81°45'30"E	200.32'	N81°45'30"E	74°04'00"

LINE	BEARING	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
E1	N29°04'00"W	10.00'	N29°04'00"W	10°00'00"
E2	N29°04'00"W	10.00'	N29°04'00"W	10°00'00"
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E15	N29°04'00"W	10.00'	N29°04'00"W	10°00'00"
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E19	N29°04'00"W	10.00'	N29°04'00"W	10°00'00"
E20	N29°04'00"W	10.00'	N29°04'00"W	10°00'00"



ADDRESS ASSIGNMENT:
PARK LOT 1
18257 HURRICANE COURT

OWNER:
BEAZER HOMES CORP.
8965 GUILFORD RD. STE. 290
COLUMBIA, MD 21046



POINT	NAD 83 COORDINATES FOR PROJECT
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100	NAD 83 COORDINATES FOR PROJECT

NOTE:
THE NAD 83 COORDINATES ARE AS FOLLOWS
POINT 'A' N 730.548.6205, E 1103.324.5743
POINT 'B' N 730.548.6205, E 1103.324.5743
POINT 'C' N 730.548.6205, E 1103.324.5743

- LEGEND
- CL = CURVE NUMBER OF CHART
 - LI = LINE NUMBER OF CHART
 - SI = SQUARE FEET
 - AC = ACRES
 - PC = PROPERTY CORNER TO BE SET
 - NI = NOW OR FORMERLY
 - SI = STORMWATER INLET
 - WH = SANITARY SEWER MANHOLE
 - CO = CLEAN OUT
 - WM = WATER METER
 - ES = EXIST. SANITARY SEWER LATERAL
 - EL = EXIST. WATER LATERAL

PLAT NO 10384
DATE OCT 22 2014
WASHINGTON COUNTY

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

FREDERICK
SEIBERT &
ASSOCIATES, INC. ©2014

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
(410) 791-1888 (410) 881-1888 (410) 791-1888

DRAWING NUMBER: 1 OF 2
DATE: 6/27/2014
CHECKED BY: JMT
SCALE: 1" = 60'

COLLEGIATE ACRES
PARK RENDERING
FEBRUARY 2013



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



FSA ¹⁹⁸¹ EST.
www.fsa-mn.com



REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Introduciton of Ordinance: Chapter 183, Nuisance - Unattended Donation Containers

Mayor and City Council Action Required:

Introduction of an ordinance to amend the Code of the City of Hagerstown to add Chapter 183, Nuisance - Unattended Donation Containers.

Discussion:

Proposed Ordinance Provisions

Adopt a new Chapter 183, Nuisance – Unattended Donation Containers. The draft provisions include the following:

1. A policy statement about the importance of protecting our neighborhoods from nuisance issues and the observation that it is the City's experience that unattended donation containers become dumping sites and therefore the Mayor and City Council have determined that such containers are a nuisance.
2. Definition of Nuisance which includes unattended donation containers and indicates that such a condition is in violation of this chapter.
3. Definition of "Owner" and "Premises" which are consistent with other code provisions.
4. Definition of "Unattended Donation Container" that makes it clear this provision is addressing unsupervised collection points for donated clothing, furniture, or other household materials.
5. Prohibitions section makes it clear that nuisance conditions are prohibited.
6. Notice to Abate section provides 30 days to remove the unattended donation container from the mailing of the notice of violation. As recommended by the City Attorney, this provides time for the container-owner to collect the container or the property owner to remove the container, so there is less chance that the City will need to pursue abatement and collect and store the container.
7. Failure to abate shall result in a municipal infraction and the property owner and/or container owner, if we can track down that contact information, shall be fined in an amount not to exceed \$500 for each offense.

Financial Impact:

Recommendation:

Approval.

Motion:

I hereby move that the Mayor and City Council introduce an ordinance to add Chapter 183, Nuisance – Unattended Donation Containers, to the Code of the City of Hagerstown. This code amendment will prohibit the use and maintenance of unattended donation containers in the city as a means of protecting our neighborhoods from the nuisance conditions associated with such containers. This amendment to the City Code will have an effective date of July 1, 2015.

Action Dates:

October 14, 2014 - discussion

December 2, 2014 - discussion

December 16, 2014 - Introduction of Ordinance

January 27, 2015 - Adoption of Ordinance

February 27, 2015 - Effective date of enacting ordinance

July 1, 2015 - effective date of new regulations

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

[121614_M_CC_Packet_Unattended_Donation_Containers.pdf](#)

Introduction of
Ordinance: Chapter
183, Nuisance -
Unattended Donation
Containers

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 16, 2014

TOPIC: **Introduction of Ordinance: Add Chapter 183, Nuisance –
Unattended Donation Containers, to the City Code**

Charter Amendment

Code Amendment

Ordinance X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to add Chapter 183, Nuisance – Unattended Donation Containers, to the Code of the City of Hagerstown. This code amendment will prohibit the use and maintenance of unattended donation containers in the city as a means of protecting our neighborhoods from the nuisance conditions associated with such containers. This amendment to the City Code will have an effective date of July 1, 2015.

DATE OF INTRODUCTION: 12/16/14

DATE OF INTRODUCTION: 01/27/15

EFFECTIVE DATE: 02/27/15

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN TO ADOPT A NEW
CHAPTER 183 WHICH PROHIBITS UNATTENDED DONATION
CONTAINERS IN THE CITY OF HAGERSTOWN**

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates property conditions within the City; and

WHEREAS, pursuant to the City Code, the City of Hagerstown currently defines certain conditions upon property within the City as nuisances; and

WHEREAS, it has come to the attention of the Mayor and Council that unattended donation containers are being used throughout the City of Hagerstown; and

WHEREAS, the Mayor and Council find that the use and maintenance of unattended donation containers has caused nuisance conditions and has a negative impact on the neighborhoods within the City and the overall quality of life in the City of Hagerstown; and

WHEREAS, upon the investigation and recommendation of City staff, the Mayor and Council find it in the best interests of the citizens to prohibit the use and maintenance of unattended donation containers within the City of Hagerstown as hereafter described;

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by adding thereto a new chapter, to be Chapter 183, *Nuisance – Unattended Donation Containers*, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall have an effective date of July 1, 2015.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: December 16, 2014

Date of Passage: January 27, 2015

Effective Date: February 27, 2015

PREPARED BY
NAIRN & BOYER,
CITY ATTORNEY

Chapter 183

Nuisance - Unattended Donation Containers

§ 183-1. Title

This chapter shall be known and may be cited as the "City of Hagerstown Nuisance - Unattended Donation Containers Ordinance."

§ 183-2. Declaration of policy

It is hereby declared and ordained by the Mayor and Council of the City of Hagerstown to be the public policy of the City to preserve, protect and improve the aesthetic nature of the community and to prevent and prohibit conditions existing or the use of any premises or building exteriors or property which shall be detrimental or is detrimental to the property of others or which causes or tends to cause substantial diminution in the value of the other property in the neighborhood in which such premises are located. It is the City's experience that unattended donation containers become dumping sites for unwanted materials that spill over and around the containers; and therefore, the Mayor and City Council have determined that unattended donation containers are a nuisance.

§ 183-3. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

NUISANCE - Any condition or use of a premises or property which is detrimental to the property value of others or which causes or tends to cause substantial diminution in the value of other properties in the neighborhood in which said premises or property is located. For the purposes of this chapter, such a condition includes but is not limited to unattended donation container upon a premises in violation of this chapter.

OWNER -- Any person, partnership, association, company, corporation or other entity having a legal or equitable interest in, or control of real property. Owner shall also mean any person who, alone, jointly or severally, shall have the charge, care or control of any premises as executor, administrator, trustee or guardian of the estate of the owner. Owner shall also mean any person having any interest in a partnership, association, company, corporation or other entity which owns or has any ownership interest or control of the premises. Any person, firm, partnership, association, company, corporation or other entity whose name appears on the deed or property tax bill for the premises shall be deemed to be the owner of the premises.

PREMISES -- Any single parcel or lot of real property in the City, including the land and all improvements or structures, upon which an Unattended Donation Container is located.

UNATTENDED DONATION CONTAINER - Any box, building, trailer or other receptacle that is intended for use as an unsupervised collection point for donated clothing, furniture or other household materials.

§ 183-4 Prohibitions.

- A. No owner or other person using or having charge of any premises or property within the City of Hagerstown shall maintain or keep any nuisance thereon, as defined herein.
- B. No owner or other person shall fail to remove from such premises or property any unattended donation container or other similar container after having been notified to do so as provided in this chapter.

§ 183-5. Notice to abate; effects of noncompliance.

- A. In the event that any owner or other person allows a nuisance to exist on any premises or property that consists of the placement or maintenance of unattended donation containers thereon, said owner shall have thirty (30) days from the mailing of notice from a City Code Official or other duly authorized agent to abate said nuisance.
- B. In the event that said nuisance is not abated within the time required in the notice, said owner shall be in violation of this Section.
- C. In the event that said nuisance is not abated within the time required in the notice, the City shall have the authority at any time thereafter, within the discretion of City Code Officials or other duly authorized representatives, to cause the violation to be abated. All costs for any such abatement plus reasonable administrative fees shall be the responsibility of the owner notified under Subsection A. Said owner shall be provided prompt billing notice of all reasonable charges plus reasonable administrative fees incurred in connection with the abatement. Payment for said fees shall be due in full from said owner within thirty (30) days of the date the billing notice was mailed. Failure to remit payment in full may result in collection pursuant to Article III, Tax Liens, § 223-11 of the City Code, or by other civil proceeding.

§ 183-6. Violations and penalties.

In addition to the penalties described herein, if any owner allows a nuisance as defined in this chapter to exist, or shall fail to abate any said nuisance after proper notice, such owner shall, upon conviction thereof, be guilty of municipal infraction and shall be fined in an amount not to exceed \$500 for each offense. A separate offense shall be deemed committed on each day during or on which said nuisance is permitted to exist.

November 19, 2014

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Amend Chapter 216, Streets and Sidewalks

Mayor and City Council Action Required:

Introduce an ordinance to amend Chapter 216, Streets and Sidewalks, to add a new Article VIII, Private Use of Public Sidewalks.

Discussion:

Private Use of Public Sidewalks for Certain Commercial Activity

Per Resolution 2013-36, the Mayor and City Council recognized that our housing and neighborhoods are the foundation upon which healthy communities are built and the body committed to supply the necessary legislation and resources to establish and nurture housing and neighborhoods throughout the city.

In keeping with this resolution and the general police powers of the City to protect public health, safety and welfare, the Mayor and City Council have deemed that it is in the best interests of our residents and our mixed-use and commercial districts to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. As such, the attached City Code amendments are proposed to address some issues related to private use of public sidewalks.

Financial Impact:

Recommendation:

Approval.

Motion:

I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 216, Streets and Sidewalks, to the Code of the City of Hagerstown. This code amendment is intended to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. A new Article VIII, Private Use of Public Sidewalks, will be added to Chapter 216 that includes standards and restrictions for merchandise displays, sidewalk cafes, yard sales, and encroachments of structures and objects in the public right-of-way.

Action Dates:

Discussion: December 9, 2014
Introduction: December 16, 2014
Adoption: January 27, 2015
Effective Date: February 27, 2015

ATTACHMENTS:

File Name	Description
 121614 M CC packet Amend Chapter 216.pdf	Introduction of Ordinance: Amend Chapter 216, Streets and Sidewalks

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 16, 2014

TOPIC: Introduction of Ordinance: Amend Chapter 216, Streets and Sidewalks, of the City Code to add provisions for Private Use of Public Sidewalks

Charter Amendment

Code Amendment

Ordinance X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 216, Streets and Sidewalks, to the Code of the City of Hagerstown. This code amendment is intended to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. A new Article VIII, Private Use of Public Sidewalks, will be added to Chapter 216 that includes standards and restrictions for merchandise displays, sidewalk cafes, yard sales, and encroachments of structures and objects in the public right-of-way.

DATE OF INTRODUCTION: 12/16/14

DATE OF ADOPTION: 01/27/15

EFFECTIVE DATE: 02/27/15

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND CHAPTER 216 OF THE
CODE TO ADD A NEW ARTICLE VIII, ENTITLED
PRIVATE USE OF PUBLIC SIDEWALKS**

RECITALS

WHEREAS, the Mayor and Council of the City of Hagerstown, hereinafter called "City" is charged with the responsibility of maintaining the streets and thoroughfares within the corporate boundaries of the City in a safe manner, and

WHEREAS, the Mayor and Council determine that it is in the best interests of the citizenry of the City to enact standards and restrictions for the private use of public sidewalks for certain activities, and

WHEREAS, the Mayor and Council propose to amend the code to add a new Article VIII to Chapter 216 of the Code entitled Streets and Sidewalks to provide for licenses and other limitations on the private use of the public sidewalk as hereinafter provided.

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

Chapter 216 entitled Streets and Sidewalks of the City Code is hereby amended to add Sections 216-61 through 216-65 as more particularly set forth on the Exhibit 1 attached to this Ordinance to provide for standards and restrictions for the private use of the public sidewalks.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: 12/16/14
Date of Passage: 1/27/15
Effective Date: 2/27/15

PREPARED BY:
NAIRN & BOYER, CITY ATTORNEY

Private Use of Public Sidewalks for Certain Commercial Activity

Per Resolution 2013-36, the Mayor and City Council recognized that our housing and neighborhoods are the foundation upon which healthy communities are built and the body committed to supply the necessary legislation and resources to establish and nurture housing and neighborhoods throughout the city.

In keeping with this resolution and the general police powers of the City to protect public health, safety and welfare, staff propose to the Mayor and City Council that it is in the best interests of our residents and our mixed-use and commercial districts to protect the livability, quality of life, and image of our community by placing controls on private use of public sidewalks for certain commercial activity. As such, the following City Code amendments are proposed to address some issues related to private use of public sidewalks.

Chapter 216, Streets and Sidewalks

new Article VIII – Private use of Public Sidewalks

Sec. 216-61: The purpose of this article is to establish standards and licensing provisions for private use of public sidewalks that have been deemed appropriate by the Mayor and City Council.

Sec. 216-62: Sidewalk Business License in the City Center

In the City Center Mixed-Use (CC-MU) zoning district, the display of merchandise on the public sidewalk shall only be permitted for abutting businesses and/or for City-sponsored or City-supported events, if a license is granted by the City for a specified time per the parameters outlined in the City's adopted Standards and Conditions for Sidewalk Business Licenses.

- a. The use of the public sidewalk for display of merchandise shall be subject to the criteria of the City's Standards and Conditions for Sidewalk Business Licenses and shall be operated as approved in the license.***
- b. Any ongoing and unlicensed merchandise display in public street rights of way in existence as of the effective date of this chapter amendment shall cease upon the effective date of this amendment.***
- c. This provision shall not apply to those enterprises licensed under Chapter 176, Vendors, Peddlers, and Transient Dealers, as that chapter delineates the standards by which those enterprises may operate.***

Sec. 216-63: Sidewalk Café License

The City Engineer may grant a license to occupy a portion of public sidewalks with seating for abutting restaurant uses in those districts where restaurants are a permitted use, provided that the café area is delineated on the sidewalk café license. The seating area shall be subject to the criteria of the City's "Sidewalk Café Standards" and shall be operated as approved in the license.

Sec. 216-64: Sidewalk Yard Sales

For residential buildings abutting public sidewalk, yard sales by home-owners or tenants is permitted on the sidewalk in front of their dwelling unit subject to the limitations on yard sales in Chapter 140, Land Management Code, and provided that:

- a. at least five feet of clearance is kept open for pedestrian traffic;*
- b. no display is in front of or two feet on either side of a building entrance, fire hydrant, or property line;*
- c. display is at least 15 feet from any adjoining street corner, alley or driveway to provide adequate sight distance.*

For the purposes of this chapter, yard sale is defined as all general sales open to the public, conducted by a resident within the public right-of-way abutting his/her residential premises in any zoning district. A yard sale shall not include the sale of inventory purchased or acquired by the resident for the purpose of resale.

216-65: License for right-of-way encroachments

A license is required for any private structure or object that encroaches into the public right-of-way of a street or alley.

- a. The City Engineer or City Administrator is hereby authorized (but not required) to negotiate the terms of and execute non-exclusive License Agreements on behalf of the City for replacement of handicap ramps, steps, stairs, porches, stoops, fences, roof overhangs, canopies, etc., and for the temporary placement of street furniture that encroaches into the public right-of-way.*
- b. All other License Agreements including new or enlarged encroachments into the public right-of-way shall require City Council approval.*
- c. All such Licenses Agreements shall be non-exclusive with the City retaining its right and the public's right, where applicable, to use the property in conjunction with the licenses.*
- d. Any such License Agreements shall contain language that holds harmless the City from any liability not caused by the negligence of the City.*
- e. Any such License Agreement shall be signed by the applicant and recorded with the City Clerk.*

f. All such License Agreements shall include a clause that allows the City to terminate the agreement at its will after giving reasonable notice to the licensee.

g. The procedure for obtaining a license shall be in accordance with the Engineering Division's standards and regulations for License Agreements.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of a Resolution: City of Hagerstown Request to Comment to State Agencies

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 Grant Agreement: Maryland Department of Transportation - Design Marsh Run Trail

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
 Grant Agreement.pdf	Approval of an MOU - Bike Grant

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: December 16, 2014

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

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

MOTION: I hereby move to authorize the City to enter into a Grant Agreement for the design of the Marsh Run Trail with the Maryland Department of Transportation. The grant is \$75,000 and has no cash match and will continue bicycling-related improvements in the City. The grant will be used for the conceptual and preliminary design of a trail from Park Circle to Potomac Street.

DATE OF PASSAGE: 12/16/2014

GRANT AGREEMENT
BY AND BETWEEN
THE MARYLAND DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF HAGERSTOWN, MARYLAND

THIS GRANT AGREEMENT executed in triplicate and entered into this _____ day of _____, 2015, by and between the Maryland Department of Transportation ("Department") and the City of Hagerstown ("Grantee"), Maryland.

WITNESSETH:

WHEREAS, the Department has programmed in the FY 2015-2020 Consolidated Transportation Program-2014 State Report on Transportation a total of Fifteen Million One-Hundred Eighty-Seven Thousand Dollars (\$15,187,000) for the Maryland Bikeways Program ("Program");

WHEREAS, the Department budgeted within the Program Seventy-Five Thousand Dollars (\$75,000) to design an off-street paved trail from Memorial Park to City Park along West Memorial Boulevard and to conduct education and informational initiatives to support use of bicycle infrastructure improvements in Hagerstown, Maryland (the "Project");

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

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

WHEREAS, the Grantee has committed Ten Thousand Dollars (\$10,000) in Grantee matching funds;

WHEREAS, the Project will enhance bicycle safety and access in Hagerstown and improve circulation between parks and recreational facilities and residential neighborhoods, and continue development of a bicycle loop trail throughout Hagerstown;

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

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

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

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

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

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

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

1. The above recitals are re-affirmed and incorporated herein by reference.
2. The Department hereby grants to the Grantee a sum not to exceed Seventy-Five Thousand Dollars (\$75,000) ("Grant") to be used by the Grantee for the completion of the Project. The Grantee shall be responsible for all work in connection with the Project, including the following:
 - a. Conceptual and preliminary design of the trail; and
 - b.
 - c. Purchase and distribution of safety, educational and promotional material to support use of bicycle infrastructure improvements during not to exceed Seven Hundred Dollars (\$700) of the Grant funds; and
 - d. Preparation of quarterly status reports and final reports, as requested by the Department; and
 - e. Monitor and supervise the compliance of all provisions in this Agreement.
3. Notwithstanding anything to the contrary herein, if there are any cost savings or if the contract award is under the estimate, the Grantee's funding amount and percentage share may be reduced, provided that the Grantee's share of the costs may not be reduced below 20% of the total cost of the project.

4. The Project shall be consistent with relevant design standards and guidelines, including 2012 American Association of State Highway and Transportation Officials (AASHTO) Bicycle Design Guidelines, the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines, the Maryland Manual of Uniform Traffic Control Devices, and the Access Board Advance Notice of Proposed Rulemaking (ANPRM) on Accessibility Guideline for Shared Use Paths.

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

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

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

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

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

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

8. The parties agree that the Grantee will utilize the Grant for the Project in conjunction with other funds it has obtained from other funding sources other than the Maryland Bikeways Program to complete the Project, provided that no federal funds or state general funds may be used as Cash Match.

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

All invoices for payment shall include:

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

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

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

11. The term of this Agreement shall commence upon the date first set forth above and shall terminate when all payments of the Grant have been made or September 3, 2016, whichever is sooner.

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

- (a) the Grantee breaches or fails to fulfill any of the terms of this Agreement;

- (b) funds are not appropriated by the General Assembly of Maryland to fund this Grant.

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

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

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

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

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

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

any and all services and activities performed by the Grantee or its employees, agents, subcontractors, or consultants relating to the Project and this Agreement.

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

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

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

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

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

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

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

- (a) age, ancestry, color, creed, marital status, national origin, race or religious or political affiliation, belief or opinion, or sexual orientation;

- (b) sex or age, except when age or sex constitutes a bona fide occupational qualification; or
- (c) the physical or mental disability of a qualified individual with a disability.

Upon the request of the other party, the Department and the Grantee will submit to the other party information relating to its operating policies and procedures with regard to age, ancestry, color, creed, marital status, mental or physical disability, national origin, race, religious or political affiliation, belief or opinion or sex or sexual orientation.

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

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

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

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

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

27. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and, to the extent an assignment has been approved pursuant to Section 18 of this Agreement, their assigns.

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

In the case of MDOT:

Hanover, MD 21076

Ms. Kate Sylvester
7201 Corporate Center Drive
P.O. Box 548

In the case of the Grantee:

Mr. Rodney Tissue
Department of Parks and

Engineering
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

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

WITNESS:

**MARYLAND DEPARTMENT OF
TRANSPORTATION**

By: _____

Leif A. Dormsjo
Deputy Secretary

FUNDS AVAILABLE:

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

David L. Fleming, Chief Financial Officer
Office of Finance

Assistant Attorney General
Maryland Department of Transportation

WITNESS:

CITY OF HAGERSTOWN, MARYLAND

By: _____

Maryland Bikeways Program Project Work Plan and Status Update

Maryland Bikeways Program grantees must submit a completed Bikeways Program Project Work Plan within 30 days of notification of a Bikeways Grant Award and Quarterly Status Update every three months thereafter until the project is closed. Grantees may submit this form to MDOT via email at: MDBikeways@mdot.maryland.gov.

Project Name	Marsh Run Multi Use Trail
Primary Project Contact	Name: Rodney Tissue Agency/Organization: City of Hagerstown Email: rtissue@hagerstownmd.org Phone: 301-739-8577 EXT 128
Project Description	Conceptual and preliminary design of multi-use trail from Potomac Street to Summit Avenue and includes a culvert under CSX Railroad
Bikeways Award Amount	\$75,000
Project Category	Concept and Preliminary Design
Technical Assistance	Is SHA technical assistance requested? X Yes ☐ No If yes, please describe: Review of the concept plans and drawings for the project

Work Plan Instructions: Fill-in the key tasks and proposed begin and end dates in the portion of the table highlighted in green on the next page. Include 30 day review periods for all submittals to MDOT. Additional rows may be added to the table, if needed.

Suggested key tasks by project type

- **Minor retrofit and construction projects:** Submit draft design plans or scope of work for MDOT comment; Public input; Finalize design; Execute Grant Agreement; Secure permits; Construction; Inspection; Project Closeout. Additional tasks may include procurement and milestones required for other funding sources being applied to the project.
- **Design project:** Submit scope of work for MDOT comment; Execute Grant Agreement; Assessment and design work; Public input; Finalize project deliverables; Project Closeout.

All Bikeways projects must be completed and closed out within 2 years of notification of grant award.

Quarterly Update Instructions: Each quarter, add to this form status updates for the previous 3 months in the appropriate quarterly update column.

- Fill in the total dollar amount of reimbursement requests submitted to date.
- Note if each task is Complete, Ongoing, or On Schedule. If adjustments to the proposed schedule are needed, include revised Begin and End Dates in the Quarterly Update column. Do not change the dates listed in the original Proposed Schedule. Include a brief explanation of any schedule adjustments, along with any other comments below the table.

Key Tasks	Proposed Schedule		Status Updates			
	Begin Date	End Date	1/10/15 Quarterly Update	4/10/15 Quarterly Update	7/10/15 Quarterly Update	10/10/15 Quarterly Update
Reimbursement Requests Submitted to Date:						
Submit Bikeways Workplan to MDOT	09/04/14	10/10/14				
Execute Grant Agreement; Contract with design consultant using our open-end contract	10/10/14	12/1/14				
Base surveys and plan preparation	11/1/14	12/15/14				
Conceptual design	12/15/14	1/31/15				
CSX and MDOT review and concurrence	2/1/15	8/1/15				
50% design	8/1/15	10/1/15				
Public input; MDOT review and CSX review	10/1/15	3/31/16				
Finalize project deliverables (50% design plans); Project Closeout	4/1/16					
Submit Final Report	4/1/16					

Comments: A detailed scope of work is below for your review. The estimated cost of the conceptual and 50% design is \$75,000 (\$30,000 for Concept and \$45,000+/- for 50% design)

Scope of Work

Multi-Use Trail from Potomac Street to Summit Avenue

Introduction:

As per our grant application, for decades the City has desired to complete the 'missing link' of path that would connect City Park (west end) with Municipal Stadium (east end). This would be an outstanding off-street trail in the heart of our City. We see this as our opportunity to finally make this project a reality!

The City has an open-end contract for engineering design services and we solicited those firms on retainer for price and technical proposals. The following is the scope of work that we propose.

The City has contacted CSX concerning the requirement for a bike path crossing the railroad at-grade and was told that the railroad would not allow a pedestrian / bike path at-grade crossing. However providing a grade separated crossing will be considered by CSX but has many challenges for CSX approval including technical feasibility, closing the line to traffic during construction, time frames for approval and all associated costs to build a box culvert underpass structure under the rail spur. Therefore, we provide an initial task to evaluate the feasibility of providing a 10 foot high by 15 foot wide box culvert underpass for the bike path to cross the CSX line north the Memorial Park and separate the work plan into the feasibility or concept development phase as an initial step. The goal of this phase is coordinating the proposed design with CSX and obtaining their agreement that the concept is feasible and the associated costs from preliminary engineering through construction are defined.

The second phase will be preliminary design and will commence after the City has evaluated the feasibility of the project with respect to the cost estimate and available budget. If the project is within budget, we will proceed to preliminary design and submit the forms, plans and review fees to CSX for design review. The goal of this task is to refine the design for constructability, estimate CSX detailed costs, identify utility impacts and costs and coordinate with CSX to develop options to maintain customer rail service.

The third phase will be final assessment of cost and budget to address the final bid documents and construction support, CSX and Utility requirements. ***The final design cannot be completed with the \$75,000 grant budget. In the event that CSX denies the concept, we will obviously not complete the 50% design phase. These funds will either be MDOT's to use on another project or MDOT may allow the City to request a scope-change to do other bicycle-related work in Hagerstown.***

Task A. Concept Evaluation for CSX Crossing

We performed a field review to determine the critical issues of the bike trail design and determined the three critical issues will be 1) CSX coordination, 2) utility avoidance and relocation, and 3) project costs. We have estimated the embankment height and depth of the drainage channel to the top of rail road ties and determined if the path is located adjacent to the drainage channel the profile of the path would be approximately two feet below the drainage channel.

The grade separated bike trail with the CSX Railroad spur is assumed to be a precast box culvert underpass with a minimum size of 10 feet (high) x 15 feet (wide); final dimensions will be subject to ADA requirements and CSX approval and may be reduced in final design. It is also assumed that underpass will be constructed using 'cut and cover' procedures and that the Contractor will need to coordinate with CSX Railroad for durations of line outage and restrictions. The underpass will be placed directly behind the existing CSX Railroad bridge abutment and existing retaining wall that runs parallel to the creek.

The bottom of trail will be below the creek bottom and drainage will be a continual maintenance item and an issue during construction that the contractor will be made aware of in the contract documents. We recommend that a pump system be utilized to drain the low point back into one of the BMPs that will provide treated drainage back into the creek.

The City will own and maintain the structure, be required to compensate CSX for their costs in design review and approval, insurance and construction support for flaggers and preparation of a Right of way agreement.

Time frames: A key concern is obtaining timely comments and approvals from CSX on the proposed crossing. The City will require access to CSX Right of Way for geotechnical investigation, utility designation and surveys. Our experience has found these tasks to be challenging and once approved; we will most likely need CSX flaggers on hand during the work.

Concept Plan Development: We will prepare a concept plan of the bike path from Potomac Street to Summit Ave outlining the proposed route; typical sections and details at critical locations such as Memorial Park, CSX, shared use roadway, and Potomac and Summit street crossings; proposed pavement section, drainage outfalls and potential BMP locations; Right of Way limits and known utility and environmental features; box culvert crossing plan and profile; and Potomac and Summit intersection traffic evaluation results. The plan will be used for the concept level review by the City and MDOT and development of the concept cost estimate.

Intersection Evaluations. We will evaluate the multi-use trail crossings at South Potomac Street and Summit Avenue and develop recommendations for crosswalks, signing, and/or traffic signal modifications. It is anticipated that APS/CPS equipment will need to be installed across the north leg (South Potomac Street) at the intersection of South Potomac Street at Memorial Boulevard.

Compile Base Information. City staff will prepare all base plans. All design work will be performed by the consultant.

Prepare bike path plan and profile. We will develop plan and profile sheets for the bike path alignment. Key features will include; topographic elements for drainage, intersections, roadways, utilities, railroad features, drainage channel and inlets, pedestrian crossings, and intersection details. We will use the AASHTO Bike Trail Design to set the horizontal and vertical alignment, typical section, clear zone, pavement markings. The bike path will be 10' wide and in the area the existing service drive minimum lane widths will be held and minor widening will be needed to maintain two way traffic and the bike path. The concept will be submitted to the City and MDOT for review and comment and revised for submission to the coordinating agencies, utility companies, and CSX for comments. Upon review and discussions, the plans will be the basis of finalized and the basis of the Concept Cost estimate.

Cost estimates: Once the coordination phase with CSX is complete, we will prepare a cost estimate for the concept development phase using major quantities for the proposed bike path and railroad crossing. As noted, key issues and costs for the estimate to include the path construction, intersection signal upgrades, closure and restoration of the rail line, staging requirements, utility relocations and protection, provisions for draining for trail (pump station), structure costs for the new culvert crossing and any special support of excavation or reinforcement to the adjacent drainage channel and bridge abutment. The cost estimate will also include an appropriate planning level contingency to cover final design details.

Task B 50% Preliminary Design

Multi-Use Trail Design

Upon receiving MDOT notice to proceed, we will prepare 50% plans for the multi-use trail to include title sheet, general notes, plan and profile, typical sections, cross sections, drainage, intersection details and bid quality estimates.

Drainage We will prepare a preliminary stormwater management concept analysis. The analysis will be included within the Preliminary Stormwater Management Report. The report will include an analysis of existing and proposed drainage patterns with respective discharges at points where concentrated flow leaves the project right-of-way over the approximate 2400 feet of the multi-use trail. Recommendations for both stormwater management quantity and quality

control will be provided at each study point. SWM borings will be taken in areas where BMP's are proposed to determine water table and whether bedrock is present.

Environmental

We will review readily available primary source materials including USGS maps, National Wetland Inventory (NWI) maps, Federal Emergency Management Agency (FEMA) and county floodplain data, and the city/county soil survey to determine the presence or absence of regulated natural resources (wetlands and streams) within the project corridor. We will superimpose approximated wetland and floodplain limits on project GIS base mapping for use by the highway staff in preparing the Concept plans.

Geotechnical Investigation

We will provide a subsurface soils investigation in support of the foundation design for the underpass, conduct infiltration tests for required BMP's and develop design soil parameters and fluid pressures for the railroad embankment and trail.

Structures

We will provide all structural engineering following Maryland State Highway Administration (SHA), Office of Structure's Policy and Procedures Manual (PPM) and designed in accordance with the latest AASHTO LRFD Bridge Design Specifications, including all interim specifications and AREMA Manual for Railway Engineering. It is assumed that the underpass will be owned and maintained by the City with an agreement from CSX on the proposed access and ownership.

The 10 foot x 15 foot precast box culvert structure is assumed to be 50 +/- feet in length (on an approximate 90 degree skew). Headwalls are assumed to be necessary on both ends of the underpass. Plans for the box culvert will include general plan and longitudinal section sheet at an appropriate scale, geometric layout, typical culvert section, headwall plans and elevations, headwall section(s), structural standards and boring and drive tests.

Provisions will be made for lighting within the underpass. Surface mounted luminaires will be provided along the length based on the lighting design.

We will submit the trail, geotechnical and structure plans and computations to CSX for their review and comments on the preliminary design submission. We will initiate a conference call with CSX and the review staff to discuss the proposed design, submission requirements and review time frames. Our goals are to establish and maintain contact with CSX such that the reviews time frames are kept to a minimum.

Utility

We will provide a Utility Investigation, Designation and Coordination as per SUE QL-D and C for the seven (7) registered utilities along the project limits. We will request utility records from the utility owners within the project corridor and for utility mapping reference Survey File for the As-built information received by the utilities owners.

Lighting

We will provide preliminary lighting design for the culvert crossing using AASHTO specified light levels for an underpass. The design will include lighting calculations, light fixture placement, circuit design and power feed location, and we assume the power feed will be an extension of the existing lights within Memorial Park such that no new power feeds will be required.

Traffic

We will prepare a preliminary traffic signal plan that will include proposed signing, pavement markings and equipment, including poles and pedestrian pushbuttons.

Finalize project deliverables (50% design plans): Project Closeout

Upon completion of the work, we will send MDOT a copy of the 50% design plans and bill for reimbursement.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Debt Management Policy

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Mayor and City Council Goals and Priorities for 2015 through 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Funding for a Community Coalition Funding

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Request for Statement of Interest (RSI) for Developer/Partner for Catalyst Project #3

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

▢ [Catalyst Project #3.pdf](#)

Approval of Request for
Statement of Interest
(RSI) for
Developer/Partner for
Catalyst Project #3

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 16, 2014

TOPIC: **REQUEST FOR STATEMENT OF INTEREST FOR
DEVELOPER/PARTNER FOR CATALYST PROJECT #3**

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 Statement of Interest (RFSI) for a developer/partner for an initial, pilot housing project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

DATE OF INTRODUCTION: 12/16/14

DATE OF PASSAGE: 12/16/14

EFFECTIVE DATE: 12/16/14

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Request for Information (RFI) for the Implementation of High-Speed Broadband and Services in City Center Hagerstown

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Approval of Use of Fairgrounds Park for a Country Music Fest and Exemption of Park Rule Prohibiting Alcohol

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

	File Name	Description
📎	PAL_Country_Music_Festival.pdf	Request for Use of Fairgrounds Park - PAL Country Music Festival
📎	PAL_Music_Fest_-_motion.pdf	Request for Use of Fairgrounds Park - PAL Country Music Festival



CITY OF HAGERSTOWN, MARYLAND

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

December 4, 2014

TO: Bruce Zimmerman, City Administrator

FROM: Karen Giffin, Community Affairs Manager
Rodney Tissue, City Engineer

RE: **Police Athletic League Country Music Festival - 2015**

The Police Athletic League would like to do a country music festival at Fairgrounds Park on September 26, 2015. It would run from noon until 8 p.m. The festival would showcase national and regional country music artists and some children's activities. They are asking permission to sell alcoholic beverages – beer and wine. Please note, if approved, this would be the first alcohol-use approval for Fairgrounds Park. This is an exception to our standard park rules.

The Police Athletic League have met with City Engineer, Rodney Tissue, regarding use of the facility and also with Karen Giffin on event planning. Some conditions that would be required for use if approved are:

- Absolutely no heavy equipment or trucks on field turf
- Fee to rent the Park is \$1000 per 6 hours and must be coordinated with the seven (7) user groups (one of which is PAL)
- Parks Division would need reimbursed for their work.
- Tents must be weighted down – no stakes
- Need dumpsters for trash, portapots contracted by PAL
- PAL would need all the correct permits and required insurance.
- Electric needs would need to be calculated and PAL may need to purchase this system.
- Parking on site will be inadequate and other transportation/shuttle would need to be reviewed.
- If set up night before – security provided by PAL.
- Rain or shine? Rain would have large detrimental impact on sports fields
- Park cleaned up for next morning by PAL
- Colorsplash is already 9/12/15 and City Park days is 9/19/15 which takes a lot of staff time and City Staff would not be operating the event.
- The fields would need to be bonded or insured for a recommended amount to be determined. This would help with major repair work and reseeding if needed.

The Police Athletic League is also asking the City to assist with some City Services such as electric, trash removal, police services and shuttle transportation. City Staff would need to quantify these costs and come back at a future Work Session.

City Staff is initially asking if the Police Athletic League's request to have the event and the selling of alcoholic beverages on the Fairgrounds Park site is approved.

Representatives of the Police Athletic League will be in attendance at the Mayor and City Council Work Session on December 9, 2014.



Attachment

cc: John Lestitian, Director of Community and Economic Development
Doug DeHaven, Fire Marshall
Chief Mark Holtzman, Police



THE HAGERSTOWN AREA POLICE ATHLETIC LEAGUE

Ms. Karen Giffin,

The Hagerstown Area Police Athletic League (PAL) is requesting the use of the Hagerstown's Fairgrounds Park on September 26, 2015 for a Country Music Festival. This Festival will be an all day event running from 12 PM until 8 PM, and feature local and national Country music recording artists. The festival will serve a major fundraiser for the Police Athletic League with proceeds to benefit our programs and continued improvements to our club house and fitness center area.

We are also requesting city utilities (electricity/trash removal/police) for the festival as well as shuttle transportation from city owned parking lots/decks to the event. The PAL will work with the City of Hagerstown to ensure safety and security at the festival. The PAL would also like to donate a portion of the net proceeds to the City of Hagerstown to be used for Fairgrounds Park.

Thank You,

Nick Varner
President
Hagerstown Area Police Athletic League

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: December 16, 2014

TOPIC: **APPROVAL OF USE OF FAIRGROUNDS PARK FOR A COUNTRY MUSIC FEST AND EXEMPTION OF PARK RULE PROHIBITING ALCOHOL**

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

MOTION: I hereby grant permission for the Police Athletic League to host a Country Music Fest on September 26, 2015 at the Fairgrounds Park and will hereby exempt the park rule prohibiting alcohol only during the Country Music Fest and only for attendees of legal drinking age in the designated festival area. The Police Athletic League must first secure all required permits for the event and for the sale of alcohol and sign an application/permit with the City of Hagerstown which will outline all details and requirements. At a later date, the application/permit will be approved by the Mayor and City Council. City Services needs will be reviewed and discussed with the Mayor and City Council at a Work Session Meeting in early 2015.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: December 16, 2014
EFFECTIVE DATE: December 16, 2014