

**22nd Regular Session
Mayor and City Council
August 29, 2017
Agenda**

7:00 PM - August 29, 2017 - REGULAR SESSION -*Council Chamber*

I. CALL TO ORDER

Mayor Robert E. Bruchey, II

II. INVOCATION

Councilmember Paul D. Corderman

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Rules of Procedure - *Adopted December 20, 2016*

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, September 5, 2017 - No Meeting
2. Tuesday, September 12, 2017 - Work Session at 4:00 p.m.
3. Tuesday, September 19, 2017 - Work Session at 4:00 p.m.
4. Tuesday, September 26, 2017 - Regular Session at 7:00 p.m.

V. GUESTS

Highlight Hagerstown Awards

VI. CITIZEN COMMENTS

VII. PUBLIC HEARINGS

Land Management Code Amendment - Auto Repair and Abandonment of Simplified Plats

VIII. CITY ADMINISTRATOR'S COMMENTS

IX. MAYOR AND COUNCIL COMMENTS

X. MINUTES

(July 11, 2017; July 18, 2017; July 25, 2017)

XI. CONSENT

A. Community and Economic Development

1. Open Container Law Exemption Application permit - Hagerstown Hopes visibility - September 9, 2017

A. IT/Support Services

1. Renewal of ESRI GIS Software Support - ESRI (Redlands, CA) \$35,000.00

B. Utilities

1. Wastewater - John Deere Excavator - JESCO (Baltimore, MD) \$95,033.40
2. Wastewater - 12 Ton Cam Trailer - JESCO (Baltimore, MD) \$12,050.00
3. Wastewater - Submersible Grinder Pump - Fluid Solutions, Inc. (Westminster, MD) \$47,440.00
4. Wastewater - SCADA Upgrades and Modifications - Optimum Controls Corporation (Reading, PA) \$30,000.00
5. Wastewater - Preliminary Engineering Work for Bypass at the Effluent Chamber - GHD (Bowie, MD) Not to Exceed \$18,000.00

XII. UNFINISHED BUSINESS

- A. No Unfinished Business

XIII. NEW BUSINESS

- A. Introduction of an Ordinance: Land Management Code Amendment - Auto Repair
- B. Introduction of an Ordinance: Land Management Code Amendment - Abandonment of Simplified Plats
- C. Introduction of an Ordinance: Quit Claim Deed at Hagerstown Rescue Mission
- D. Approval of a Resolution: Thomas Kennedy Park
- E. Approval of an Agreement: Hagerstown Ice Amateur Athletic Association to Use the In-Line Rink at Fairgrounds Park
- F. Approval of Maryland Department of the Environment (MDE) Grant for Energy Water Infrastructure Programs at the Wastewater Treatment Plant
- G. Approval to Proceed with RFP for Student Housing
- H. Approval of Sale of Truck: 1997 Tractor Drawn Aerial Fire Truck

XIV. ADJOURN

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

Topic:

Mayor Robert E. Bruchey, II

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Councilmember Paul D. Corderman

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Rules of Procedure - *Adopted December 20, 2016*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

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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:

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Mayor and City Council Action Required:

Discussion:

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Recommendation:

Motion:

Action Dates:

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

Topic:

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4. Tuesday, September 26, 2017 - Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Topic:

Highlight Hagerstown Awards

Mayor and City Council Action Required:

Presentation of the 2017 Highlight Hagerstown awards to the recipients.

Discussion:

The Hagerstown Beautification Advisory Committee reviewed nominations for 2017 Highlight Hagerstown Awards and selected the following projects for awards to be presented at the August 29th Mayor and City Council meeting:

Residential Awards

- 1163 Hamilton Boulevard
- 209 E. Franklin Street
- 916 Mulberry Avenue

Commercial Awards

- 367 E. Franklin Street – Game Room Garage
- 61-63 E. Franklin Street – City Ballet School

Public Space Enhancement Awards

- 500 foot Garden on West Side of Fairgrounds Stalls (alley 4-39)
- Hagerstown Cultural Trail

Staff will share a powerpoint presentation of the awards to include photos of the 2017 Highlight Hagerstown properties and projects. Award winners have been invited to the August 29th meeting to be presented with their award certificates by the Mayor.

Financial Impact:

Recommendation:

Motion:

Action Dates:

August 29, 2017

ATTACHMENTS:

File Name

Description

M_CC_memo_2017_Highlight_Hagerstown_Awards__8_24_17.pdf

2017 Highlight Hagerstown
Awards




CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Kathleen A. Maher, Director of Planning & Code Administration 

DATE: August 24, 2017

SUBJECT: 2017 Highlight Hagerstown Awards

The Hagerstown Beautification Advisory Committee reviewed nominations for 2017 Highlight Hagerstown Awards and selected the following projects for awards to be presented at the August 29th Mayor and City Council meeting:

Residential Awards

- 1163 Hamilton Boulevard
- 209 E. Franklin Street
- 916 Mulberry Avenue

Commercial Awards

- 367 E. Franklin Street – Game Room Garage
- 61-63 E. Franklin Street – City Ballet School

Public Space Enhancement Awards

- 500 foot Garden on West Side of Fairgrounds Stalls (alley 4-39)
- Hagerstown Cultural Trail

Staff will share a powerpoint presentation of the awards to include photos of the 2017 Highlight Hagerstown properties and projects. Award winners have been invited to the August 29th meeting to be presented with their award certificates by the Mayor.

C: City Department Managers
Planning and Code Administration staff

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

Topic:

Land Management Code Amendment - Auto Repair and Abandonment of Simplified Plats

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo-Abandon_Simp_Plats.pdf

Description

Land Management Code
Amendmnet - Abandonment
of Simplified Plats



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

Memorandum

TO: Valerie Means, City Administrator

FROM: *SRB* Stephen R. Bockmiller, AICP
Development Review Planner/Zoning Administrator

SUBJECT: ZT-2017-01 – Automobile Repair as a permitted use in the I-MU Zoning District
ZT-2017-02 – Abandonment of Simplified Plats to subdivide existing townhouse units

Mayor and Council Public Hearing for Proposed Text Amendments – August 29, 2017
Introduction of Ordinances for Both Applications

DATE: August 24, 2017

The Planning Commission conducted public hearings for two proposed amendments to the Land Management Code, and forwards both to the Mayor and Council with recommendation that they be adopted and incorporated into the Code. Mayor and council public hearings on the two amendments have been scheduled for August 29.

Text amendment 2017-01 was submitted by a citizen. Citizen initiated text amendments are very rare. In this case, the applicant requests that the Mayor and Council amend Article 4 (Zoning) Section Z (Land Use Chart) to include automobile repair as a permitted use, under certain circumstances in the I-MU (Industrial Mixed Use) Zoning District. There are two I-MU Districts in the City – the raw land Harrison properties on Howell Road, and a series of properties bisected by Kuhn Avenue, on the south side of Wilson Boulevard. If the proposal is adopted as written, the amendment would affect only the properties in the Kuhn/Wilson location. Permitted land uses of the Harrison tracts would be unaffected by this change. This was requested when the applicant purchased property on Wilson Boulevard with intent to use it for automobile repair, only to find it not to be a permitted use. There is one nonconforming automobile repair facility in this area, and what appears to be a recently commenced illegal use. Both businesses have the potential to become permitted uses by this proposal.

Text amendment 2017-02 was brought forth by staff to patch a “hole” in Article 5 (Subdivision and Land Development Ordinance). The purpose of this amendment is to address redevelopment of properties that contained townhouses and were subdivided by simplified plat in the past to place each unit on their own lots for the purpose of resale but the building was subsequently removed. Nonconforming townhouses in the R-MOD District, as well as permitted use townhouses on irregular and undersized lots were created, but the current vacant lots are not usable in their current configuration. This results in very small lots that are “not for development purposes” (per the language of the ordinance) and cannot be built on unless re-recorded as a final plat (which would be subject to current bulk requirements). This proposal allows the previous simplified plat to be “undone”, and the land returned to its previous configuration prior to the recordation of the simplified plat.

Attached are copies of the Memo for introducing the ordinances as well as their content.

If you have any questions, please contact me at your convenience.

Copy: K. Maher, Director, PCAD

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

Topic:

(July 11, 2017; July 18, 2017; July 25, 2017)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion.minutes.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on July 11, 2017, July 18, 2017, and July 25, 2017.

DATE OF PASSAGE: August 29, 2017

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

Topic:

Open Container Law Exemption Application permit - Hagerstown Hopes visibility - September 9, 2017

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion.consent_agenda.pdf

Open_Container_Exemption_-_Hagerstown_Hopes.pdf

Description

Motion - Consent Agenda

Open Container Exemption

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

TOPIC: Consent Agenda

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

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

“I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved.”



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Lauren Metz, Community Events Coordinator *LM*
DATE: August 18, 2017
SUBJECT: Open Container Law Exemption Application-Permit – Hagerstown Hopes visibility

At the August 29, 2017 Regular Session, staff will review and seek Mayor and City Council approval of an additional exemption from the Open Container Law for Hagerstown Hopes' visibility event on September 9th, 2017.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, these applications will go to the Liquor Board for review and final approval.

c: Jill Thompson, Director of Community and Economic Development
Todd Garnand, Hagerstown Hopes

APPLICATION/PERMIT

The undersigned does hereby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

University Plaza in Downtown Hagerstown

on Saturday, September 9, 2017 from 5:00 p.m. to 9:00 p.m.

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

Hagerstown Hopes will be selling beverages for their visibility event on Saturday, September 9, 2017 from 5:00 p.m. to 9:00 p.m. They will be selling alcoholic beverages to persons in this area who are of legal drinking age and non-alcoholic beverages.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Hagerstown Hopes
Applicant Address: 5 Public Square, Suite 400, Hagerstown, MD 21740

and to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she/it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment A).
2. Abide by all Statutes, Acts, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.
4. The applicant agrees that he/she/it shall furnish and does furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B).

5. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
6. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any Attachments the terms set forth herein shall govern and prevail.

Date: 08/04/2017

Name of Applicant: Hagerstown Hopes

By: 

Address: 5 Public Square, Suite 400
Hagerstown, MD 21740

Telephone: 301-573-1440

ACCEPTANCE

The foregoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. This permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By: _____

ATTACHMENT A

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. University Plaza during the event is leased to Hagerstown Hopes from 3:00 p.m. to 10:00 p.m. on September 9, 2017
2. Hagerstown Hopes is a nonprofit institution.
3. Hagerstown Hopes will serve only beer and wine and will limit this activity to individuals who are legally able to drink alcohol and are in the fenced-in area and are designated as paid attendees.
4. Hagerstown Hopes will sign this permit and Hold Harmless Agreement (see next page), as well as, endorse the City of Hagerstown as an additional insured on a two million dollar (\$2,000,000) insurance policy.

CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT

Lessee/User: Hagerstown Hopes
Event/Use: Hagerstown Pride
Location: University Plaza
Date(s) of Use: Saturday September 9th, 2017 from 5:00 p.m. to 9:00 p.m.

The Lessee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend The City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness: _____

Hagerstown Hopes
Lessee/User

Witness: _____

 Chairman of the Board
By (Signature and Title)

Date: _____

5 Public Square
Street

Hagerstown, MD 21740
City, State, Zip

301-573-1440
Telephone

Return to: Lauren Metz
Community Events Coordinator
City of Hagerstown
14 North Potomac St., Suite 200
Hagerstown, MD 21740
(301) 739-8577, Extension 116

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

Topic:

Renewal of ESRI GIS Software Support - ESRI (Redlands, CA) \$35,000.00

Mayor and City Council Action Required:

Approval to renew licensing / support

Discussion:

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY17 out of general operating expenses.

Financial Impact:

Budgeted.

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

GIS_Renewal_FY18.pdf
Hagerstown17EAProposal.pdf

Description

Consent Agenda
ESRI Agreement

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of August 29, 2016**

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

Originating Department: Technology & Support Svcs. By: Scott Nicewarner, Director
Account Number: 0107200-537702 Account / Project Name: ESRI Maintenance Renew
Budget Amount: \$35,000.00 Account Balance: _____ Year: 17/18 CIP Control No. _____
Unbudgeted \$: \$0.00 Source of Funds: General Fund

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

TOTAL VALUE OF PROJECT: \$35,000.00

ABOVE TO BE USED FOR:

Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain our City GIS information. Yearly cost has stayed the same for past 6 years.

Recommended Vendor:

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

OTHER VENDORS:

Firm	City/State	Total Amount
THIS IS A SOLE SOURCE PROPOSAL		

(1) Department Manager

The renewal of this agreement allows the City to continue operations of our GIS program. We are able to deploy any ESRI GIS software package without purchasing additional licenses, as well as receive product upgrades, technical support, consultation, and online training for all ESRI products. GIS has become an integral part of our technology infrastructure and how our operating units provide information to other municipalities, business partners, and the general public. Expense is budgeted for in FY17 out of general operating expenses.



Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



July 3, 2017

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

Dear Scott,

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

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

An ELA will provide your organization with numerous benefits including:

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

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the ELA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the ELA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the ELA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The organization will act as an Esri reference site and will permit Esri to publicize its use of Esri software and services.
- The fee and benefits offered in this ELA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government ELA terms and conditions.
- Licenses are valid for the term of the ELA.

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

1. Sign and return the whole agreement per the instructions in the terms and conditions.
2. On the first page of the ELA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

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

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

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

Thank you very much for your consideration.

Best Regards,

Matthew Martini



Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: 909-793-2853 Fax: 909-307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

*To expedite your order, please attach a copy of
this quotation to your purchase order.
Quote is valid from: 07/03/2017 To: 12/30/2017*

Quotation # 20510753

Date: July 3, 2017

Customer # 25247 Contract #

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

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

Material	Qty	Description	Unit Price	Total
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 1	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 2	35,000.00	35,000.00
110036	1	Populations of 25,001 to 50,000 Small Government Term Enterprise License Agreement - Year 3	35,000.00	35,000.00
			Item Total:	105,000.00
			Subtotal:	105,000.00
			Sales Tax:	0.00
			Estimated Shipping & Handling(2 Day Delivery) :	0.00
			Contract Pricing Adjust:	0.00
			Total:	\$105,000.00

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

For questions contact: Matthew Martini

Email: mmartini@esri.com

Phone: (909) 793-2853 x5920

The items on this quotation are subject to the terms of this quotation and of your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

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

**Esri Use Only:**

Cust. Name _____

Cust. # _____

PO # _____

Esri Agreement # _____

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

**SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-2)**

This Agreement is by and between the organization identified in the Quotation ("Customer") and **Environmental Systems Research Institute, Inc. ("Esri")**.

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

Table A
List of Products

Uncapped Quantities**Desktop Software and Extensions (Single Use)**

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

Enterprise Software and Extensions

ArcGIS Enterprise and Workgroup
(Advanced and Standard)
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS
Workflow Manager

Enterprise optional servers

ArcGIS Image Server

Developer Tools

ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS
Spatial Analyst, ArcGIS Engine Geodatabase Update,
ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities

One (1) annual Professional subscription to ArcGIS
Developer*
Two (2) Esri CityEngine Advanced Single Use Licenses
100 Level 1 ArcGIS Online Named Users
100 Level 2 ArcGIS Online Named Users
17,500 ArcGIS Online Service Credits
100 Level 1 ArcGIS Enterprise Named Users
100 Level 2 ArcGIS Enterprise Named Users
3 Insights for ArcGIS

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	3
Number of Tier 1 Help Desk individuals authorized to call Esri	3
Maximum number of sets of backup media, if requested**	2
Self-Paced e-Learning	Uncapped
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement (Discount does not apply to Small Enterprise Training Package.)	

* Maintenance is not provided for these items

** Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with a signed sales quotation, purchase order, or other document that matches the Quotation and references this Agreement ("Ordering Document"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S ORDERING DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of Customer's Ordering Document incorporating this Agreement by reference, unless otherwise agreed to by the parties ("Effective Date").

Term of Agreement: Three (3) years

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

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

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

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

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

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

"License Agreement" means the applicable license agreement for Esri Products incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri license agreement that supersedes such electronically acknowledged license agreement.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support. Customer will receive Tier 2 Support from Esri.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the term provided on the first page (i) for the applicable Fee and (ii) in accordance with the License Agreement.

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

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate on expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

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

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <http://support.esri.com/en/content/productlifecycles>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed during the Term of Agreement, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <http://www.esri.com/legal>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial points of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case. The Tier 1 Help Desk may also use any other information and databases that may be developed to satisfactorily resolve the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

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

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration date of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee before the annual anniversary date for each additional year.
- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri's federal ID number is 95-2775-732.
- c. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each additional year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.
- b. The following information will be included in each Ordering Document:
 - (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
 - (2) Order number
 - (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "Ownership Change"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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

Topic:

Wastewater - John Deere Excavator - JESCO (Baltimore, MD) \$95,033.40

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent JD 85G Excavator purchase in the amount of \$95,033.40.

Discussion:

To replace 2001 John Deere 310SG Backhoe/Loader Vehicle #592. We are replacing a rubber tired Loader/Backhoe with a Mini-Excavator. This unit is better suited for excavations in areas with limited space to maneuver thus disturbing less and reducing the amount of restoration work. The purchase is through the National Joint Powers Alliance (NJPA) Contract 03215-JDC.

Financial Impact:

Acct. # 54-85001-5840-C0004 is funded at \$380K.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_JD_85G_Excavator_082917.xls

Wastewater Division
Consent JD 85G
Excavator

Wastewater_Division_Quote_JD_85G_Excavator_082917.pdf

Wastewater Division
Quote JD 85G Excavator
082917

Wastewater_Division_Vehicle_592_Replacement_Form_082917.pdf

Wastewater Division
Vehicle 592 Replacement
Form 082917

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

Quantity	Description	Value
1	JOHN DEERE 85G Excavator	\$
	TOTAL	\$

Recommended Vendor:

Address: 8411 Pulaski Highway

City, State: Baltimore, MD 21237

Bid/Proposal/Quote No.: National Joint Powers Alliance (NJPA) Contract 03215-JDC

Other Vendors: N/A

Firm

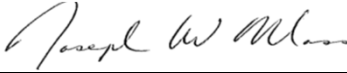
City, State

Amount

Comments

Department Manager (required on all unbudgeted items):

We are replacing a rubber tired Loader/Backhoe with a Mini-Excavator. This unit is better suited for excavations in areas with limited space to maneuver thus dis and reducing the amount of restoration work.



Water Operations Manager

August 1, 2



Director of Utilities

August 1, 20

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

sturbing less
017
017



John Deere Construction, Industrial & Utility Equipment

PREPARED FOR:
CITY OF HAGERSTOWN

7/19/2017

Quote Number 001001 : JOHN DEERE 85G Excavator, NJPA Cooperative
Contract 032515-JDC

All the prices in the detailed sections are Per machine basis.

Machine Configuration:

Code	Description	Qty	Unit Price
0081FF	JOHN DEERE 85G EXCAVATOR	1	\$133,087.00
3265	RUBBER CRAWLER PADS	1	IN BASE
7060	6' 11" ARM W BUCKET AND CYLINDER LINKAGE	1	\$6,724.00
			\$ 139,811.00
		NJPA Discount	34.00%
			\$ (47,535.74)
		Net Price	\$ 92,275.26

Attachments

Code	Description	Qty	Price
PT-08	HELAC POWERTILT COUPLER	1	\$8,585.71
AT436726	BOOM TO ARM AUX HYDRAULIC LINES	1	\$1,147.00
AT334168	FILTER RESTRICTION INDICATOR	1	\$774.00
BT-060241	STRICKLAND 24" BUCKET	1	\$1,122.86
BT-060300	STRICKLAND 30" BUCKET	1	\$1,178.57
		1	
		Total	\$ 12,808.14

Custom Jobs

Code	Description	Qty	Price
INSTALL	LABOR TO INSTALL COUPLER, AUX LINES, & FILTER RES IND	1	\$ 2,850.00
WARR	60 MONTH/3000 HR EXTENDED COMPREHENSIVE WARRANTY	1	\$3,600
		Total	\$ 6,450.00

Freight

Code	Description	Qty	Price
FRT	FREIGHT FROM MANUFACTURER TO DLR & DLR TO CUST	1	\$ 2,500.00
		Total	\$ 2,500.00

Quote Summary- Excavator - 85G (Per Unit)	
Item Description:	Prices
<i>Machine net Price</i>	\$ 92,275.26
<i>Attachments</i>	\$ 12,808.14
<i>Custom Jobs</i>	\$ 6,450.00
<i>Freight</i>	\$ 2,500.00
<i>Price Per Machine</i>	\$ 114,033.40

Trade Information	Trade in Value
2001 JD 310SG BACKHOE SN 894561 (3443 hrs)	\$ 19,000.00

<i>Total Net Price (Quantity = 1)</i>	\$ 95,033.40
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Warranty Terms

85G Includes Standard Warranty of 12 Months

Also includes a 60 month/3,000 hour comprehensive warranty

Remarks:

Please note that this quote is valid for 30 days

Purchase Orders must be made out to: Jesco Inc, 118 St Nicholas Ave, South Plainfield, NJ 07080

**JOHN DEERE**

Current Date 24Feb2017

85G EXCAVATOR**ENGINE:**

Yanmar 4TNV98C 3.3L -
certified with EPA Final Tier 4
emissions

57 SAE Net HP

Direct Injection

Antifreeze Protection to -34
degrees F (-37 degrees C)

Single Dry-Type Air Filter

Electric Fuel Shutoff

Low-Noise Fan with Guard

Full Flow Oil Filter

Heavy-Duty Low

Maintenance Batteries

Fuel Filter

Isolation Mounted

Radiator/Oil Cooler Trash
Screen

50 Amp Alternator - 24 Volt

Automatic Belt Tension
Device

Water Separator

HYDRAULICS:

Open Center with Two

Variable Displacement

Pumps

Hydraulic Shut-Off Lever

Hydraulic Pilot Controls

Axial Piston Swing Motor

Multiple Wet Disk Swing

Brake

Boom Reduced-Drift Valves

Mechanical Pattern Changer

Hand Controlled Proportional

Auxiliary Hydraulics Plumbed
to the End

of the Boom

UNDERCARRIAGE:

450 mm (18 In.) Rubber

Pad Track Shoes

Front Track Guide

Propel Motor Shield

Planetary Final Drive

Two-Speed Propel

Axial Piston Propel Motor

Back-fill Blade

UPPER STRUCTURE:

Rear-view Mirrors (right, left,
and rear)

Toolbox

Vandal Locks for:

Cab Door

Service Doors

Fuel Cap

Hydraulic Reservoir

Toolbox

Work lights:

One Mounted on Frame

One Mounted on Boom

Counterweight 3,104 lbs.
(1,305 kg)

FRONT ATTACHMENTS:

WC Thermal Spraying of

Bucket Joint

Dirt Seal on all Bucket Pins

One Piece Swing Boom

Less Bucket

OPERATOR'S STATION:

Arm Rests

Pilot Control Shut-Off Lever

Short Stroke, Low Effort Pilot
Levers

Deluxe Adjustable Cloth Seat
with Suspension

Multi-function, Color LCD

Monitor System with:

Diagnostic Capability

Systems Monitoring

Capability

Multiple Language Capability

Maintenance Tracking

Engine Coolant Temperature
Gauge

Engine Coolant Temperature

Warning Indicator with

Audible Alarm

Engine Oil Pressure Warning

Indicator with Audible Alarm

Fuel Gauge with Low Fuel
Indicator

Work Mode Indicator

Auto Idle Indicator

Alternator Charge Indicator

Air Filter Restriction

Indicator

Fault Code Alert Indicator

Check Engine Indicator

Wiper Mode Indicator

Work Lights On Indicator

Fuel Rate Display

Clock

Hour Meter

Mode Selection:

One Work Mode

Two Power Modes

Numerous Attachment
Modes

Auto-Climate Control/Air

Conditioner, Heater with

Pressurizer

AM-FM Radio

Machine Information Center
(MIC)

Windshield Wiper/Washer

with Intermittent Speed

Cell Phone Power Outlet

2 In. Retractable Seat Belt

Tinted Safety Glass

Hot/Cold Box Compartment

Horn

Two Cup Holders

Interior Light

Coat Hook

Floor Mat

Motion Alarm with Cancel
Switch

Transparent Tinted Roof

Hatch with Sunshade

Four Fluid-Filled Elastic

Mounts

Easy Access Air Conditioning

Filter

Required - You must select one from each category

▼ BASE MACHINE

F.O.B. US/Canadian Port of Entry except where noted. See DEALER-INSTALLED ATTACHMENT section for additional source notes.

Description	Code	Price
85G EXCAVATOR	0081FF	\$133,087.00

▼ TRACK SHOES

Description	Code	Price
600 mm (24in.) Track Shoes	3205	\$1,010.00
Triple Semi-Grouser Shoes w/ Blade		
450 mm (18 In.) Steel Triple Semi-Grouser Shoes w/ Blade	3215	(\$2,930.00)
✓ Rubber Crawler Pads	3265	In Base Price
450 mm (18 In.) Rubber Pads w/ Blade Steel track shoes with vulcanized rubber pads bonded to top of shoes.		
450 mm (18 In.) Continuous Rubber Belt w/ Blade	3275	\$1,010.00
Long lead time required.		

▼ ARMS

Description	Code	Price
2.12 M (6 Ft. 11 In.) Arm Assembly with Bucket Cylinder and Linkage	7060	\$6,724.00

Optional - Select as desired

▼ ATTACHMENTS FOR FIELD CONVERSION

F.O.B. Dubuque, Iowa for dealer-installed kits, except where noted. Some of the following kits may require additional parts for a complete installation. Prior to ordering, check the installation instructions by going to www.johndeereinfo.com and clicking on Library, or by clicking on this Hyperlink ([Installation Bulletin Search](#)), and insert the AT number to retrieve the attachment installation instruction bulletin for additional parts. Exception to above note is FRONTIER Dealer Installed Kits. All attachments are sold as a quantity of one.

Description	Code	Price
<u>Buckets, Heavy-Duty:</u>		
Buckets come standard with horizontal wear strips. Vertical wear strips in lieu of horizontal are available at no additional charge. The switch to vertical wear strips MUST be indicated in the comments section of your order.		
24 In (610 mm), 0.31 yd3 (0.24 M3) Heavy-Duty Bucket	AT395791	\$2,565.00
Includes Five (5) TK-Series Fanggs (TF23D)		
30 In (762 mm), 0.41 yd3 (0.31 M3) Heavy-Duty Bucket	AT395792	\$2,709.00
Includes Six (6) TK-Series Fanggs (TF23D)		
	AT395793	\$2,962.00

36 In (914 mm), 0.51 yd3 (0.39 M3) Heavy-Duty Bucket

Includes Seven (7) TK-Series Fanggs (TF23D)

Buckets, Ditching:

48 In (1219 mm), 0.64 yd3 (0.49 M3) Ditching Bucket	AT339015	\$2,431.00
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Buckets:

BKH Pin-on Bucket 18 In. (457 mm) Heavy-Duty 5.1 Cu. Ft. (0.14 Cu. M.)	AT437340	\$1,309.00
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Must include hydraulic coupler AT442602 if ordered for excavator usage.

BKH Pin-on Bucket 24 In. (610 mm) Heavy-Duty 8.8 Cu. Ft. (0.25 Cu. M.)	AT437344	\$1,825.00
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Must include hydraulic coupler AT442602 if ordered for excavator usage.

BKH Pin-on Bucket 30 In. (762 mm) Heavy-Duty 10.0 Cu. Ft. (0.28 Cu. M.)	AT437345	\$1,799.00
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Must include hydraulic coupler AT442602 if ordered for excavator usage.

BKH Pin-on Bucket 36 In. (914 mm) Ditching 12.5 Cu. Ft. (0.35 Cu. M.)	AT437616	\$1,536.00
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Must include hydraulic coupler AT442602 if ordered for excavator usage.

BKH Pin-on Bucket 36 In. (914 mm) Heavy-Duty; 12.5 Cu. Ft. (0.35 Cu. M.)	AT437346	\$1,792.00
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Must include hydraulic coupler AT442602 if ordered for excavator usage.

Engine:

Engine Coolant Heater (110 Volt)	AT358708	View Price
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Recommended for use in temperatures 32 degrees F / 0 degrees C, and below.
For model 17, also order Adapter Kit (Part AM882530)

HYDRAULICS

Auxiliary Hydraulic Lines Boom to Arm	AT436726	\$1,147.00
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Foot Pedal Control Kit for Meterable Two-Way Hydraulics	AT356391	\$1,410.00
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Recommended: Hydraulic Filter Restriction Indicator Kit
Does not require a solenoid kit.

Foot Pedal Switch for 1-Way Control of Auxiliary Valve	AT196587	\$515.00
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Requires a solenoid kit.

Hydraulic Filter Restriction Indicator Kit	AT442872	\$774.00
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For iT4 and FT4 only.

Single Pedal Propel Kit	AT390776	\$2,080.00
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Hydraulic Couplers:

Hydraulic Quick Coupler	AT442602	\$7,331.00
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For use with John Deere backhoe buckets only. Will not interface with standard excavator buckets.

Extra pins required can be ordered through service parts:

T185832

T185831

Operator Environment:

3 Inch Seat Belt	AT173678	View Price
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Overall Vehicle:

Cab FOPS Guard Kit	4712722	View Price
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[HOME](#)

Government Sales

[Home](#)[Contacts](#)[Customers](#)[Contracts](#)[Tools & Resources](#)

Contracts

Construction Equipment

Federal

State

Cooperative

BuyBoard - National Cooperative Contract (Administered by Texas Association of School Boards - TASB)

National Joint Powers Alliance (NJPA)

Contract Number: 032515-JDC

Contract Period: July 19, 2015 – May 18, 2020

Eligibility: Members from government, education, and non-profit agencies.

Quotes and Purchase Orders:

Quotes can be created by John Deere Dealers that are approved to sell direct from the NJPA contract otherwise the Government Contract Sales office. Verify eligibility to sell direct by following the link provided below:

[Direct Selling Approved Dealer List](#)

John Deere Dealers are to accept purchase orders if they are an approved NJPA Direct Selling Dealer. If not, the purchase order must be made out to John Deere Construction Retail Sales.

Contract Details

Quotes	All quotes created in the Direct Government Sales system are valid for 30 days and have the creation date on the upper right hand corner of the first page.
Allied (non-Deere)	Allowed. Allied equipment may only be sold in connection with the sale of a contract item. Allied items are products, implements, attachments, accessories, parts or bundles not manufactured by John Deere that are requested by the customer to complete the purchase of John Deere equipment awarded on contract.
Credit Cards	Allowed
Special Delivery Obligations	FOB Destination Prepaid Added. Freight is calculated from the factory to the local dealership's location. Dealer provided delivery from their location to the end user's location maybe an additional charge.
Fees	Set-up fees for field attachments may be charged. Dealership may quote PDI and local delivery as well as any dealer provided items and installs. Dealer provides customer machine familiarity training (walk around). The contract discount is calculated with a Dealer margin of 7% MDP and 1% of the contract list price for an Administration Fee paid to NJPA.
Financing	The low interest rate, low cost John Deere Municipal Lease, is a type of financing that is specifically designed for qualified state, government, and educational entities which allow full ownership at the end of the lease term. The process must be run through the local <u>John Deere Dealer</u> .
Multiple Unit Discount	The following additional discount applies for a multiple-unit order placed at the same time and on the same Purchase Order: 2-4 Units: 0% 5-7 Units: 1% 8-14 Units: 2% 15-30 Units: 3%
Non-contract (Deere)	Allowed. Non-contract equipment may only be sold in connection with the sale of a contract item. Non-contract items are John Deere manufactured products, attachments, accessories, parts or bundles that are not currently on contract but are requested by the customer to complete the purchase of John Deere equipment awarded on contract.
Rental	Not allowed on this contract.
Substitution	Not allowed on this contract.
Trade-in	Allowed. Items must be clearly labeled on the quote and the purchase order as a Trade-in. The agency and the dealer determine the trade-in-value.
Demo	Not applicable to this contract. A Demo maybe arranged through your local <u>John Deere Dealer</u> .

Price Structure

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
<u>JD-260E</u>	John Deere Model 260E Articulated Dump Truck (ADT) FT4 / 321 HP/ 102,925 lbs. Operating Weight (loaded) / 49,591 lbs. Rated Payload / 19.6 cu yd. Heaped Capacity	30%	06Jan17
<u>JD-310E</u>	John Deere Model 310E Articulated Dump Truck (ADT) FT4 / 354 HP/ 112,374 lbs.	30%	06Jan17

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
	Standard Operating Weight (loaded) / 62,005 lbs. Rated Payload / 22.9 cu yd.		
<u>JD-410E</u>	John Deere Model 410E Articulated Dump Truck (ADT) / 443 HP FT4 / 70,224 lbs. Operating Weight (empty) / 82,157 lbs. Rated Payload / 29.7 cu yd. Heaped Capacity	30%	06Jan17
<u>JD-310L EP</u>	John Deere Model 310L EP Backhoe Loader / 73 HP / 14,430 lbs. Standard Operating Weight / 14' 0" Backhoe Digging Depth / 9,504 lbs. Loader Breakout Force	47%	06Jan17
<u>JD-310L</u>	John Deere Model 310L Backhoe Loader / 93 HP / 14,669 lbs. Standard Operating Weight / 14' 0" Backhoe Digging Depth / 9,504 lbs. Loader Breakout Force	47%	06Jan17
<u>JD-310SL</u>	John Deere Model 310SL Backhoe Loader / 99 HP / 16,064 lbs. Standard Operating Weight / 14' 3" Backhoe Digging Depth / 10,532 lbs. Loader Breakout Force	47%	06Jan17
<u>JD-310SL HL</u>	John Deere Model 310SL HL Backhoe Loader / 110 HP / 18,231 lbs. Standard Operating Weight / 18' 1" Backhoe Digging Depth / 10,587 lbs. Loader Breakout Force	47%	06Jan17
<u>JD-315SL</u>	John Deere Model 315SL Backhoe Loader / 99 HP / 17,554 lbs. Standard Operating Weight / 13' 8" Backhoe Digging Depth / 10,532 lbs. Loader Breakout Force	47%	06Jan17
<u>JD-410L</u>	John Deere Model 410L Backhoe Loader / 113 HP / 17,786 lbs. Standard Operating Weight / 15' 10" Backhoe Digging Depth / 10,351 lbs. Loader Breakout Force	44%	06Jan17
<u>JD-710L</u>	John Deere Model 710L Backhoe Loader / 148 HP / lbs. Standard Operating Weight / 17' 10" Backhoe Digging Depth / lbs. Loader Breakout Force	44%	06Jan17
<u>JD-450K</u>	John Deere Model 450K Crawler Dozer / 80 HP FT4 / 17,510 - 18,752 lbs. Base Weight / 86" Track on Ground / 97"-124" Blade Width Range	30%	06Jan17
<u>JD-550K</u>	John Deere Model 550K Crawler Dozer / 92 HP / 19,640 lbs. Base Weight / 92" Track on Ground / 105" Blade Width	30%	06Jan17
<u>JD-650K</u>	John Deere Model 650K Crawler Dozer / 104 HP / 19,949 lbs. Base Weight / 92" Track on Ground / 105" Blade Width	30%	06Jan17
<u>JD-700K</u>	John Deere Model 700K Crawler Dozer / 130 HP / 30,275 lbs.	30%	06Jan17

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
	Base Weight / 102" Track on Ground / 126" Blade Width		
<u>JD-750K</u>	John Deere Model 750K Crawler Dozer / 165 HP / 34,527-37,745 lbs. Base Weight / 102"-121" Track on Ground / 128"-156" Blade Width Range	30%	06Jan17
<u>JD-850K</u>	John Deere Model 850K Crawler Dozer / 205 HP / 42,558-48,005 lbs. Base Weight / 109"-129" Track on Ground / 128"-168" Blade Width Range	30%	06Jan17
<u>JD-1050K</u>	John Deere Model 1050K Crawler Dozer / 350 HP / 94,300-95,000 lbs. Base Weight / 134.6" Track on Ground / 156" Blade Width	31%	06Jan17
<u>JD-605K</u>	John Deere Model 605K Crawler Loader / 110 HP / 26,940 lbs. Operating Weight / 24,054 lbs. Bucket Breakout Force / 1.7 cu yds. Bucket Heaped Capacity	30%	06Jan17
<u>JD-655K</u>	John Deere Model 655K Crawler Loader / 145 HP / 40,614 lbs. Operating Weight / 33,271 lbs. Bucket Breakout Force / 2.4 cu yds. Bucket Heaped Capacity	30%	06Jan17
<u>JD-755K</u>	John Deere Model 755K Crawler Loader / 190 HP / 45,178 lbs. Operating Weight / 44,300 lbs. Bucket Breakout Force / 3.2 cu yds. Bucket Heaped Capacity	30%	08Jan16
<u>JD-75G</u>	John Deere Model 75G Excavator / 56.9 HP / 18,221 lbs. Operating Weight / 13' 6" Maximum Digging Depth / 7,981 lbs. Arm Force	34%	06Jan17
<u>JD-85G</u>	John Deere Model 85G Excavator / 56.9 HP / 18,821 lbs. Operating Weight / 13' 1" Maximum Digging Depth / 7,981 lbs. Arm Force	34%	06Jan17
<u>JD-130G FT4</u>	John Deere Model 130G FT4 Excavator / 98 HP / 31,604 lbs. Operating Weight / 19' 9" Maximum Digging Depth / 15,066 lbs. Arm Force	36%	06Jan17
<u>JD-135G FT4</u>	John Deere Model 135G Excavator / 101 HP / 31,500 lbs. Operating Weight / 20' Maximum Digging Depth / 13,710 lbs. Arm Force	36%	06Jan17
<u>JD-160G LC FT4</u>	John Deere Model 160G LC FT4 Excavator / 121 HP / 39,526 lbs. Operating Weight / 21' 4" Maximum Digging Depth / 18,508 lbs. Arm Force	37%	06Jan17
<u>JD-180G LC FT4</u>	John Deere Model 180G LC FT4 Excavator / 128 HP / 45,170 lbs. Operating Weight / 23' 2" Maximum Digging Depth / 18,825 lbs. Arm Force	38%	06Jan17
<u>JD-210G LC FT4</u>		36%	06Jan17

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
	John Deere Model 210G LC FT4 Excavator / 159 HP / 51,940 lbs. Operating Weight / 21' 11" Maximum Digging Depth / 25,628 lbs. Arm Force		
<u>JD-245G LC FT4</u>	John Deere Model 245G LC Excavator / 159 HP / 56,830 lbs. Operating Weight / 21' 9" Maximum Digging Depth / 25,630 lbs. Arm Force	37%	06Jan17
<u>JD-250G LC FT4</u>	John Deere Model 250G LC Excavator / 188 HP / 57,800 lbs. Operating Weight / 25' 0" Maximum Digging Depth / 25,224-25,628 lbs. Arm Force	34%	06Jan17
<u>JD-300G LC</u>	John Deere Model 300G LC Excavator / 223 HP / 68,674 lbs. Operating Weight / 25' 10" Maximum Digging Depth / 27,202-31,024 lbs. Arm Force	34%	06Jan17
<u>JD-350G LC</u>	John Deere Model 350G LC Excavator / 271 HP / 78,550 lbs. Operating Weight / 26' 10" Maximum Digging Depth / 34,314-35,745 lbs. Arm Force	34%	06Jan17
<u>JD-380G LC</u>	John Deere Model 380G LC Excavator FT4/ 271 HP / 83,992 lbs. Operating Weight / 26' 10" Maximum Digging Depth / 34,314-35,745 lbs. Arm Force	34%	06Jan17
<u>JD-470G LC FT4</u>	John Deere Model 470G LC Excavator / 367 HP / 112,916 lbs. Operating Weight / 27' 2" Maximum Digging Depth / 44,063-45,187 lbs. Arm Force	34%	06Jan17
<u>JD-620G (details not yet available)</u>	John Deere Model 620G/GP Motor Grader FT4/ XXX HP / XXX lbs.-ft. Net Peak Torque / XX% Net Torque Rise / XX,XXX lbs. Blade Pull	42%	28Apr17
<u>JD-622G (details not yet available)</u>	John Deere Model 622G/GP Motor Grader FT4/ XXX HP / XXX lbs.-ft. Net Peak Torque / XX% Net Torque Rise / XX,XXX lbs. Blade Pull	42%	28Apr17
<u>JD-670G/GP</u>	John Deere Model 670G/GP Motor Grader FT4/ 235 HP / 907 lbs./ft. Net Peak Torque / 63% Net Torque Rise / 34,173 lbs. Blade Pull	42%	06Jan17
<u>JD-672G/GP</u>	John Deere Model 672G/GP Motor Grader FT4/ 255 HP / 939 lbs./ft Net Peak Torque / 54% Net Torque Rise / 49,500 lbs. Blade Pull	42%	06Jan17
<u>JD-770G/GP</u>	John Deere Model 770G/GP Motor Grade FT4 / 255 HP / 982 lbs./ft. Net Peak Torque / 64% Net Torque Rise / 34,173 lbs. Blade Pull	45%	06Jan17
<u>JD-772G/GP</u>	John Deere Model 772G/GP Motor Grader FT4/ 275 HP / 1,014 lbs./ft. Net Peak Torque / 55% Net Torque Rise / 49,500 lbs. Blade Pull	45%	06Jan17

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
<u>JD-870G/GP</u>	John Deere Model 870G/GP Motor Grader FT4/ 265-280 HP / 1,053 lbs. ft. Net Peak Torque / 62% Net Torque Rise / 34,173 lbs. Blade Pull	44%	06Jan17
<u>JD-872G/GP</u>	John Deere Model 872G/GP Motor Grader FT4/ 300 HP / 1,075 lbs/ft Net Peak Torque / 51% Net Torque Rise / 49,500 lbs. Blade Pull	44%	06Jan17
<u>JD-344K</u>	John Deere Model 344K Wheel Loader / 97 HP / 18,761 lbs. Operating Weight / 2.0 cu yd. Bucket Capacity / 17,310 lbs. Breakout Force	35%	06Jan17
<u>JD-444K</u>	John Deere Model 444K Wheel Loader / 124 HP / 24,698 lbs. Operating Weight / 2.0-2.5 cu yd. Bucket Capacity / 13,352-16,416 lbs. Breakout Force	41%	06Jan17
<u>JD-524K II</u>	John Deere Model 524K II Wheel Loader / FT4 -130 HP / 27,928 lbs. Operating Weight / 2.5-2.75 cu yd. Bucket Capacity / 19,974 lbs. Breakout Force	43%	06Jan17
<u>JD-544K II</u>	John Deere Model 544K II Wheel Loader / FT4 - 163 HP / 29,138 lbs. Operating Weight / 2.5-3.0 cu yd. Bucket Capacity / 22,300 lbs. Breakout Force	43%	06Jan17
<u>JD-624K II</u>	John Deere Model 624K II Wheel Loader / FT4- 186 HP / 34,717 lbs. Operating Weight / 3.0-5.25 cu yd. Bucket Capacity / 28,266 lbs. Breakout Force	43%	06Jan17
<u>JD-644K</u>	John Deere Model 644K Wheel Loader / 232 HP / 34,134 lbs. Operating Weight / 4.0-4.25 cu yd. Bucket Capacity / 30,124-33,903 lbs. Breakout Force	42%	06Jan17
<u>JD-644K Hybrid</u>	John Deere Model 644K Hybrid Wheel Loader / 229 HP / 40,436-42,106 lbs. Operating Weight / 4.25 cu yd. Bucket Capacity / 30,419-34,039 lbs. Breakout Force	42%	06Jan17
<u>JD-724K</u>	John Deere Model 724K Wheel Loader / 264 HP / 42,470 lbs. Operating Weight / 4.0-4.75 cu yd. Bucket Capacity / 31,742-34,408 lbs. Breakout Force	43%	06Jan17
<u>JD-744K II</u>	John Deere Model 744K II Wheel Loader / 303 HP / 55,905 lbs. Operating Weight / 5.25-5.75 cu yd. Bucket Capacity / 38,433-42,805 lbs. Breakout Force	41%	06Jan17
<u>JD-824K II</u>	John Deere Model 824K II Wheel Loader / 333 HP / 59,260 lbs. Operating Weight / 6.0-6.75 cu yd. Bucket Capacity / 38,443-41,266 lbs. Breakout Force	41%	06Jan17
<u>JD-844K III</u>	John Deere Model 844K III Wheel Loader / 380 HP FT4 / 80,052 lbs. Operating Weight /	41%	06Jan17

John Deere Model	Product Descriptions	Discounts off MSRP	Price Page Dates
	7.25-8.0 cu yd. Bucket Capacity / 40,803 - 47,302 lbs. Breakout Force		
<u>JD-210L EP</u>	John Deere Model 210L EP Tractor Loader / 73 HP / 14,430 lbs. Standard Operating Weight / 14' 0" Backhoe Digging Depth / 9,504 lbs. Loader Breakout Force	40%	06Jan17
<u>JD-210L</u>	John Deere Model 210L Tractor Loader / 93 HP / 14,669 lbs. Standard Operating Weight / 14' 0" Backhoe Digging Depth / 9,504 lbs. Loader Breakout Force	40%	06Jan17
JD-1910G (info not available at this time)	John Deere Model 1910G Forwarder	30%	06Jan17
JD-2454G (info not available at this time)	John Deere Model 2454G Swing Machine/188 HP FT4/ 68,824 lbs Standard Operating Weight/54,857 lbs Swing Torque/49,900 lbs Drawbar Pull	34%	06Jan17

Payment Remittance Information

Sales by Approved Direct Selling Dealers:
Specify Remittance on your invoice.

Sales by John Deere Construction Retail Sales:
John Deere Shared Services, Inc.
1515 Fifth Avenue
P.O. Box 8806
Moline, IL 61265-8806

National Purchasing Partners Government (NPPGov)

Virginia WSCA/NASPO



CITY OF HAGERSTOWN
VEHICLE/EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION/JUSTIFICATION
FISCAL YEAR 2017/18

Department: Wastewater Division: Collections

Vehicle Call #: 592 Model Yr: 2001 Serial #:

Make: John Deere Model: 310SG

Vehicle Description: Backhoe/Loader

Mileage/Hours: 3,446 Repair Costs to Date: \$27,136

of Service Orders: 20 pages Condition: Poor

Reason(s) for Replacement:

<input type="checkbox"/>	Deteriorating Condition
<input type="checkbox"/>	Undersized for Type of Work
<input checked="" type="checkbox"/>	Hours and/or Age
<input type="checkbox"/>	Other (explain in detail)

Is purchase an addition to the fleet? NO

Reason for addition:

Disposition:

<input type="checkbox"/>	Addition
<input type="checkbox"/>	Transfer within City
<input type="checkbox"/>	Disposal
<input type="checkbox"/>	Junked

Salvage Value: \$19,000

Notes:

Trade - In on new vehicle.

Prepared By: Joseph W Moss Date: 8/15/2017

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

Topic:

Wastewater - 12 Ton Cam Trailer - JESCO (Baltimore, MD) \$12,050.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent 2017 12CAM825TE - 12 TON CAM TRAILER in the amount of \$12,050.00

Discussion:

We are requesting to replace a 1998 Trailer (#599) that would not past DOT inspection. It will be used to transport the new Mini-Excavator.

Financial Impact:

Acct. # 54-85001-5840-C0004 is funded at \$380K.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_2017_12CAM825TE_-
_12_TON_CAM_TRAILER_082917.xls

Wastewater
Division
Consent 2017
12CAM825TE
- 12 TON
CAM
TRAILER

Wastewater_Division_Quote_2017_12CAM825TE_12_TON_CAM_TRAILER_082914.pdf

Wastewater
Division Quote
2017
12CAM825TE
12 TON CAM
TRAILER
082914

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

Quantity	Description	Value
1	2017 12CAM825TE - 12 TON CAM TRAILER	\$
	TOTAL	\$

To replace 1998 Hudson T/A Tag-A-Long Trailer Vehicle #599 (that would not past DOT inspection).

Business Name: JESCO

Address: 8411 Pulaski Highway

City, State: Baltimore, MD 21237

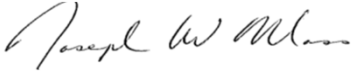
Other Vendors: See Below

[illegible]

Comments

Department Manager (required on all unbudgeted items):

We are replacing a 1998 Trailer (#599) that would not past DOT inspection. It will be used to transport the new Mini-Excavator.



Water Operations Manager

August 1, 2



Director of Utilities

August 1, 2

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

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017



John Deere Construction, Industrial & Utility Equipment

Date: 07/26/2017

Quoted To:

City Of Hagerstown
Accounting Dept
1 E Franklin St
Hagerstown MD 21740

Location: Baltimore MD

Quote Number: Q05803

Salesperson: Kevin Clark
kevin.clark@jesco.us

Invoice Rep: Kevin Clark

Expires: 09/24/2017

We propose to furnish the equipment described herein in accord with the specification, terms, and conditions outlined.

New 2017 12CAM825TE - 12 TON CAM TRAILER

12,050.00

FACTORY ORDER. PLEASE ALLOW 10 TO 12 WEEKS FOR DELIVERY

****INCLUDING THE FOLLOWING OPTIONS****

12CAM825TE 12 TON CAM TRAILER
BEAVERTAIL LENGTH: 5FT BEAVERTAIL
LENGTH: LENGTH 26' (20' FLAT DECK, 5' BEAVERTAIL
WIDTH: WIDTH 102"
GOOSENECK: NO GOOSENECK
UPPERDECK: NO UPPERDECK
RAMP: 6FT ANGLE RAMP (KNIFE EDGE APPROACH)
AXLE SPACING: STD AXLE SPACING
AXLE: AXLE STANDARD
FLAG HOLDERS: NO FLAG HOLDERS
WINCH MOUNT: NO WINCH MOUNT
WHEELS: SILVER
SPARE TIRE CARRIER: NO SPARE TIRE CARRIER
SPARE TIRE AND WHEEL: NO SPARE TIRE WHEEL
Steel Plated Tongue
Dexter Oil Bath Axles
Adjustable Slipper Spring Suspension
Hi-Tensile Steel Construction
Full Pierced Beam Construction
Dual 12K 2-Speed Jacks (Bolt-on) - Dual 50k on 15 Ton
6' Bi-Directional Spring Assisted Wood Filled Ramps
Nominal 2" Oak Deck
Silver Wheels
LED Lights - Rubber Mounted
Adjustable Pintle Hitch
Tool Box
D-Ring Tie Downs (12) - 3/4"
Mud Flaps

Steps (4)

Solar Charged Breakaway (Electric Brake Units)

7-Way RV Plug (Electric)

7-Way Pin Plug (Air)

Sealed Wiring Harness

Safety Chains (1/2" High Test)

Epoxy Primer

Polyurethane Paint Finish

Colors (standard): Black, Yellow

Two Year Warranty

Comments

CASH PRICE, NET 30 DAY TERMS

Net Price: 12,050.00**Tax:****Balance Due:**

12,050.00

Accepted by:**Prepared by:**

Printed: 7/26/2017 10:45:56 AM
Associate: ABOBB

Sales Order #37854

Ordered: 7/26/2017

Page 1



6799 Carlisle Pike

Mechanicsburg, PA 17050

717-795-9902 Trailer Sales 717-795-9116 Parts and Service 1-800-622-7003 Toll Free

web:www.trailersuperstore.com, email: sales@trailersuperstore.com

Bill To: HAGERSTOWN MUNICIPAL
HAGERSTOWN MUNICIPAL

Order Status: Open

Part Number	Description 1	VIN	Qty	Sold	Due	Price	Ext Price	Tax
12CAM825TE-HA	BLACK 12CAM825TE-0000	0000000HAGERSTOWN	1	0	1	\$11,999.00	\$11,999.00	
CAM SUPERLINE,	OAK DECKING PINTLE HOOK	LED LIGHTS ELECTRIC BRAKES						
	TOOLBOX	12K 2 SPEED JACKS						
DEALER PREP 2	DEALER PREP TANDEM AXLE		1	0	1	\$100.00	\$100.00	
ALL PRO PRODU								
			Total Qty Ordered: 2			0	2	

Percent Unfilled: 100

Local Sales Tax

Subtotal: \$12,099.00

0 % Tax: + \$0.00

TOTAL: \$12,099.00

Deposit Balance: \$0.00

Balance Due: \$12,099.00

Customer Signature: _____

INSTRUCTIONS: 8-10 WEEKS TO GET BUILT

Thank you for your order!



13121 Maugansville Rd.
Hagerstown, MD 21740

Phone # 301-791-5343

Fax # 301-791-9363

Web Site: www.TrailerEnt.com

E-mail: sales@trailerenterprises.com



QUOTE

DATE	QUOTE NO.
7/25/2017	40894

NAME / ADDRESS
CITY OF HAGERSTOWN 1 E FRANKLIN STREET HAGERSTOWN MD 21740

ITEM	QTY	DESCRIPTION	TOTAL
CAMSUPERLINE	1	2018 CAM HEAVY DUTY DECKOVER TRAILER MODEL: 12CAM825TE G.V.W.R. 30,650 LBS. EMPTY WEIGHT: 6,650 LBS. PAYLOAD: 24,000 LBS. AXLE CAPACITY: 12,000 LBS. (DEXTER) DECK LENGTH: 25' (20' FLAT, 5' B/T) DECK WIDTH: 102" DECK HEIGHT: 34" MAIN FRAME & TONGUE: 12" I-BEAM @ 16# CROSS MEMBERS: 3" CHANNEL @ 4.1# RADIAL TIRE SIZE: 235/80R16LRE BRAKES: ELECTRIC STANDARD FEATURES: STEEL PLATED TONGUE DEXTER OIL BATH AXLES ADJUSTABLE SLIPPER SPRING SUSPENSION HI-TENSILE STEEL CONSTRUCTION FULL PIERCED BEAM CONSTRUCTION DUAL 12K 2-SPEED JACKS (BOLT-ON) 5' BI-DIRECTIONAL SPRING ASSISTED WOOD FILLED RAMPS 2" (NOMINAL) OAK DECK ADJUSTABLE PINTLE HITCH TOOL BOX MUD FLAPS 3/4" D-RING TIE DOWNS (12) STEPS (4) SOLAR CHARGED BREAKAWAY (ELECTRIC BRAKE UNITS) 7-WAY RV PLUG (ELECTRIC) SEALED WIRING HARNESS SAFETY CHAINS (1/2" HIGH TEST) LED LIGHTS - RUBBER MOUNTED EPOXY PRIMER PPG POLYURETHANE PAINT FINISH COLOR: BLACK OR YELLOW STD (OPTIONAL COLORS AVAILABLE) COMPLETE TWO YEAR WARRANTY	14,200.00
DISCOUNT		DISCOUNT	-2,450.00
F.E.T.		SUBTOTAL	11,750.00
		FEDERAL EXCISE TAX	1,410.00
		TAX # ON FILE	0.00

THANKS FOR YOUR INQUIRY!

TOTAL

\$13,160.00

YOUR FULL SERVICE TRAILER DEALERSHIP!
SERVING YOU FOR OVER 25 YEARS, SINCE 1987.

OUR PRICES ARE QUOTED AS CHECK OR CASH
2% SURCHARGE ADDED FOR CREDIT CARD PURCHASES

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

Topic:

Wastewater - Submersible Grinder Pump - Fluid Solutions, Inc. (Westminster, MD) \$47,440.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent Grinder Pumps Fluid Solutions purchase in the amount of \$47,440.00.

Discussion:

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four locations (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)

Financial Impact:

Acct. # 54-5485001-5881 is funded at \$162K.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Description

Wastewater_Division_Consent_Grinder_Pumps_Fluid_Solutions_082917.xls

Wastewater
Division Consent
Grinder Pumps
Fluid Solutions

Wastewater_Division_Fluid_Solutions_Quote_082917.pdf

Wastewater
Division Fluid
Solutions Quote
082917

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

Originating Department:	Wastewater Department	By:	Joseph W Moss
Account Number:	54-5485001-5881	Account/Project Name:	C0767 Grinder Pump Replacement
Account Number:		Account/Project Name:	
Budget Amount:	FY18 \$ 162,000	Account Balance:	\$ 162,000
	FY17	Account Balance:	
Unbudgeted:		Source Of Funds:	

Quantity	Description	Value
20	Homa Model GRP19/1 submersible grinder pump. Retro-fit for e/one. With:	\$2,
	* Capacitors housed in converter box near top of accessway	
	* 5 year non Pro-rated warranty included	
	* Exclusive smart start pump protection w/ data logging	
	* Pressure level control, Push to run and Status lights	
	* Freight included	

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)

Business Name: Fluid Solutions, Inc.

Address: 1843 Old Taneytown Road

City, State: Westminster, Maryland 21787

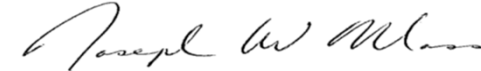
Other Vendors: (Sole Source purchase for compatible/proprietary equipment)

[illegible]

Comments

Department Manager (required on all unbudgeted items):

This is part of our annual replacement program, the City has roughly 330 grinder pumps that are maintained by the Collection System Division in four (Brightwood East, Fairway East, Fairway Meadows & Woodlands North). Normal pump life is expected to be about 10 years. Grinder pumps are used in situations where sewer service lines leaving a home or business are lower than the public sewer main. The Grinder Pump is used to pump the wastewater into the public sewer main. (Sole Source purchase for compatible/proprietary equipment)



Wastewater Operations Manager

August 8, 2018

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

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Fluid Solutions, Inc. / QUOTATION

1843 Old Taneytown Road, Westminster, Maryland 21787
(443)-250-7555

To: City of Hagerstown

Date: August 7, 2017

Attn: Brian Brandt

Quote No.: 170705MQ2Rev1

Reference: HOMA drop in pump kits
Terms: net 30 w/ approved credit

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

Delivery: Will advise

Valid 30 days

Here is our quotation on the goods named, subject to the terms and conditions noted:

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

Homa Model GRP19/1 submersible grinder pump. Retro-fit kit for e/one.

Features:

- Capacitors housed in (6P rated) converter box near top of accessway.
- 5 year non Pro-rated warranty included
- Exclusive smart start pump protection W/ data logging
- Pressure level control
- Push to run
- Status lights
- Freight included
- Provided as kits. Assembly required

<i>QTY.</i>	<i>Price Each</i>	<i>Total Price</i>
20	\$2,372.00	\$47,440.00

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

Topic:

Wastewater - SCADA Upgrades and Modifications - Optimum Controls Corporation (Reading, PA) \$30,000.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent OCC WWTP Professional Services utilization in the amount of \$30K.

Discussion:

Optimum Controls Corporation (OCC) is the organization that developed the Supervisory Control And Data Acquisition (SCADA) systems that control all the equipment and processes for the WWTP. We utilize them periodically to upgrade and modify the SCADA systems whenever we add new equipment or make changes to the treatment processes. They were asked to provide a budgetary quotation based on our current needs which we anticipate completing in FY18.

As with any large scale SCADA system for a continuous operation such as the WWTP, there always exists the possibility of a computer system failure which can have significant impacts on the facility that ultimately can result in permit violations. It is imperative that we have a vendor available that has the knowledge to address such events immediately. OCC is available to us 24 hours a day, 7 days a week to support us with any system complications that may occur. Sole Source, Proprietary knowledge of existing Controls and Monitoring Systems for the WWTP.

Financial Impact:

Acct. # 54-71501-5374-G0259 is funded at \$240K.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Description

Wastewater
Division
Consent
OCC

Wastewater_Division_Consent_OCC_WWTP_Professional_Services_082917.xls	WWTP Professional Services 082917
Wastewater_Division_OCC_Professional_Service_Quote_082917.pdf	Wastewater Division OCC Professional Service Quote 082917

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

[illegible]


Optimum Controls Corporation (OCC) is the organization that developed the Supervisory Control And Data Acquisition (SCADA) system to control all the equipment and processes for the WWTP. We utilize them periodically to upgrade and modify the SCADA systems when new equipment is added or make changes to the treatment processes. They were asked to provide a budgetary quotation based on our current need to anticipate completing in FY18. Sole Source, Proprietary knowledge of existing Controls and Monitoring Systems for the WWTP.

Amount

Comments

Department Manager (required on all unbudgeted items):

As with any large scale SCADA system for a continuous operation such as the WWTP, there always exists the possibility of a computer failure which can have significant impacts on the facility that ultimately can result in permit violations. It is imperative that we have a vendor available that has the knowledge to address such events immediately. OCC is available to us 24 hours a day, 7 days a week to support us with system complications that may occur. Sole Source, Proprietary knowledge of existing Controls and Monitoring Systems for the WWTP.



Wastewater Operations Manager

August 29, 2017

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

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2017

Tuesday July 11th, 2017

To: Hagerstown WWTP
Attn: Mr. Ron Meihls
Phone: 301-739-8577 ext. 689
Fax: 301-791-9225
Email: RMeihls@hagerstownmd.org

As you requested, we are pleased to offer Optimum Controls Corporation's budgetary quotation (OCC # S21343) related to the list of SCADA Upgrades and Modifications provided by Hagerstown WWTP. Please refer to email chain and attached list from Hagerstown WWTP dated May 23rd, 2017. The following is a budgetary quote based on 15 days (8 hour days) of programming to include two OCC programmers per day. Programming services to be conducted during normal business hours on scheduled weekdays.

Services included in our quotation:

- Programming
- Testing
- Engineering and coordination

Not included in our quotation:

- Hotel or travel accommodations
- Any equipment or services not listed above
- Field Installation of any equipment/instrumentation
- Terminations and/or wiring modifications
- Start-up and testing of any equipment/instrumentation not provided by OCC
- Field run wiring, conduit, junction boxes
- Removal / Demolition of existing equipment
- Documentation
- Taxes, Permits, or Fees

The Total Price for these items is: **\$ 29,880.00**

Our quotation is valid for 60 days.

If you have any questions, please do not hesitate to call. We appreciate the opportunity.

Sincerely,

Baz Azar

RATE SCHEDULE

Instrument & Control Services

The following Rate Schedule outlines the billing rates applicable for Optimum Controls Corporation Technical Personnel on time and material assignments.

<u>Employee Class</u>	<u>Rate / Hour</u>
Principal Engineer	\$155.00
Electrical Engineer /Senior Electronics / Process System / PLC Programming	\$125.00
Electrical Engineer / Level 2 Electronics / Process System / PLC Programming	\$95.00
Instrument & Control Technician-Senior	\$92.00
Instrument & Control Technician-Assistant	\$85.00
Shop -Bench / Lab Assignments	\$37.00
Electrician Prevailing wage	\$137.50
Apprentice Electrician	\$49.00
CAD Operator	\$39.00
Travel Time – Portal to Portal	60% of applicable hourly rate
Saturday, Sunday, holiday, and evening hours billed at hourly rates shown, plus 50%	
Material	Cost + 30%
Vehicle Expense	\$0.58.5 per Mile
Travel Expense, other than vehicle mileage	Cost + 15%
Per Diem Charge	As negotiated, based on location

Rate schedule 301-2 (01/08) I&C pw

Optimum Controls Fiscal Year 2018

Improvements/ Upgrades/Corrections

- Blower speeds at Digester Building
- UV Channel #3 Dosage
- Polymer system needs integrated
- Run Times page on SCADA: Integrate new equipment into the SCADA system.
RAS Pumps: Only shows 2 (Total 3)
Scum Pumps: Only shows 3 (Total 4)
Inplant Pumps : Only shows 5 (Total 6)
Bar Screen : Only show 1 (Total 2)
- Ferric Pumps: (2 New) Pumps need to be integrated into the existing SCADA.
- ENR Computer – Replacement computer needs reprogrammed.
- Effluent Totalizer PLC for State Flow – Install new PLC.

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

Topic:

Wastewater - Preliminary Engineering Work for Bypass at the Effluent Chamber - GHD (Bowie, MD) Not to Exceed \$18,000.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Consent GHD By-Pass Engineering of Effluent Chamber not to exceed \$18K.

Discussion:

Preliminary Engineering work to develop concept plans and associated cost opinions for constructing a bypass at the effluent chamber of the WWTP. The effluent chamber has been inundated with fresh water sponges that grow on the walls and interior of process piping which restricts the flow of utility water for use throughout the plant. There currently is no way to isolate the area where these sponges are growing so they can be irraticated. Once a bypass is constructed, efforts can be made to remove the sponge growth permanantly.

Financial Impact:

Acct. # currently is funded at \$240K

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Wastewater_Division_Consent__GHD_ByPass_082917.xls

Wastewater_Division_GHD_ByPass_Quote_082917.pdf

Description

Wastewater Division
Consent GHD By-Pass
Engineering of Effluent
Chamber

Wastewater Division GHD
ByPass Quote 082917

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

Quantity	Description	Value
T & M	Preliminary Engineering work to develop concept plans and cost opinions to	NTE
	construct a bypass for the effluent chamber of the WWTP	
	Not To Exceed	\$

Preliminary Engineering work to develop concept plans and associated cost opinions for constructing a bypass at the effluent chamber of WWTP. The effluent chamber has been inundated with fresh water sponges that grow on the walls and interior of process piping which restricts the flow of utility water for use throughout the plant. There currently is no way to isolate the area where these sponges are growing so they must be periodically removed and the area irrigated. Once a bypass is constructed, efforts can be made to remove the sponge growth permanently.

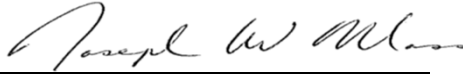
Other Vendors: Expanded Scope of Work for Engineer working on Sludge Handling Upgrades for WWTP

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

Comments

Department Manager (required on all unbudgeted items):

Currently the sponge growth is manually removed from the effluent chamber and utility water supply piping by maintenance staff at the about ever 6 months. To facilitate this maintenance task, by-pass pumping is set up during low flow hours to allow workers to enter the chamber to power wash and vaccum the sponge growth as best they can in a relatively short amount of time. Once a permanent by-pass constructed, the goal will be to eliminate the sponges permanently.



Wastewater Operations Manager

August 29, 2

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

[illegible]

WWTP
effluent
is

2017



June 28, 2017

Reference No. 11109388

Mr. Joe Moss
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

Dear Mr. Moss:

Re: Additional Scope – Hagerstown WWTP Upgrade Phase 2

As requested, GHD is submitting this proposal to perform additional engineering services for you as an extension of the work we are currently performing for the Phase 2 Upgrade of the Hagerstown WWTP.

Problem Statement

Freshwater sponge growth in the Hagerstown WWTP effluent structures and piping are causing operational and maintenance issues, which could lead to a violation of the plant's NPDES permit. Specific identified issues have included:

- Clogging of the 12" pipeline feeding the wet well for the plant utility water pumps.
- Clogging of the plant effluent pipe leading to the flow meter vault and post-aeration chamber.
- Clogging of the post aeration recirculation pumps.

At present, there is no way to isolate any of these structures for cleaning and removal of the sponges. Likewise, chemicals cannot be directly added to the plant effluent to kill the sponges due to NPDES permit restrictions. The plant staff has been able to use portable diesel powered pumps and piping to isolate some of the areas noted above for cleaning, but not all of them can be isolated for cleaning using available portable equipment. In addition, safe access for cleaning cannot be provided for some areas, which can be temporarily isolated. Finally, isolating portions of the plant effluent is time consuming and uses staff and equipment resources, which could be better used elsewhere. The plant staff believes that isolation and cleaning of the structures above should be performed every 3 months.

Under a time and materials basis not to exceed \$18,000 based on the attached rate schedule, GHD will:

- Evaluate means of system modifications to isolate individual portions of the pipes and structures noted above for cleaning and removal of sponges.
- Develop concept level drawings to illustrate proposed system modifications.
- Develop preliminary engineer's opinion of probable construction cost for the recommended modifications.
- Prepare a Technical Memorandum to document the problem and proposed solution and cost.



We can proceed immediately upon your written authorization and receipt of as-built drawings for the referenced structures and piping.

Sincerely,

GHD

A handwritten signature in black ink, appearing to read "Thor Young", written over a horizontal line.

Thor Young, PE

Principal Manager

TAY/kab

Attachment

GHD Inc.
Hourly Direct Rate Ranges By Classification
Effective July 1, 2017

Personnel Category	Hourly Rate (\$/Hr)
Principal	\$215.00
Senior Electrical Engineer	\$200.00
Senior Process Engineer	\$165.00
Project Manager	\$150.00
Project Engineer	\$135.00
Engineer	\$110.00
Managing Designer	\$140.00
Senior Designer	\$100.00
Designer	\$90.00
Drafter	\$75.00
Senior Rep	\$120.00
Project Rep	\$80.00
Administrative Assistant	\$75.00

Rates are subject to annual adjustment



November 4, 2016

Reference No. 11109388

Mr. Joe Moss
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

Mr. Tom Maestri
Synagro
435 Williams Court
Baltimore, MD 21220

Dear Joe and Tom:

**Re: Hagerstown WWTP Biosolids Treatment Facility Upgrade Phase 2: Dryer Building Rehab
GHD Proposal for Detailed Design, Procurement, and Construction Support**

GHD is pleased to provide this proposal for Detailed Design, Procurement, and Construction Support for the Hagerstown WWTP Biosolids Treatment Facility Upgrade Phase 2: Dryer Building Rehab.

Project Goals

The goal of the project is to refurbish the process equipment and electrical systems in the Dryer Building. Most of the equipment in the Dryer Building is more than 25 years old and at the end of its useful life. The refurbished system should be in compliance with current NFPA standards. The refurbished system should be designed to provide a 20 year operating life. Structural improvements, such as repair of the corroded wall panels and floor slab crack repair, will also be included in the project.

Review of Project

Synagro will provide a temporary solids dewatering system to allow the Dryer Building to be taken out of service for upgrade in 2018.

Prior to this project, Synagro will perform the following work:

- Hire a subconsultant for Silo Inspection.
- Hire a subconsultant for Odor Control System Condition Assessment.
- Hire a subconsultant for Dust Hazard Analysis.
- Order major equipment selected by GHD and have it shipped to the site, unloaded, and stored on site in a safe covered storage area.
- Replace Screen.
- Replace Transporter.
- Replace Crusher.
- Replace Blower.
- Install desiccant dryer on compressed air supply.



- Sandblast, repair, and repaint silo skirt steel.
- Replace corroded truck scale decking.
- Replace slide gates at Recycle Bin.
- Replace rotary air locks at Cyclones.
- Sand blast and repaint Cake Hopper.

GHD Scope of Services

1. General Coordination

a. Pre-Design Tasks

- i. GHD will review silo inspection report and work with City and Synagro to develop a plan to implement recommendations.
- ii. GHD will attend site visit with odor control assessment company and review odor control condition assessment report and work with City and Synagro to develop a plan to implement recommendations.
- iii. GHD will attend site visit and follow up meeting with Dust Hazard Analysis specialist and review dust hazard analysis assessment report and work with City and Synagro to develop a plan to implement recommendations.
- iv. Update schedule periodically during design as updates occur.
- v. Update project budget periodically during design as updates occur.
- vi. GHD will attend three additional meetings with the City and Synagro on site during the design and permitting stage of this project.

2. Equipment Procurement

- a. Coordinate equipment packages with selected manufacturers to finalize basis of design, model selection, materials of construction, scope of supply, optional features, appurtenances, instrumentation, controls, spare parts, shop drawings, manufacturer commissioning services, installation and O&M manuals, and warranties.
- b. Equipment packages and selected suppliers will be as follows:
 - i. Sludge Feed Pump – Seepex
 - ii. Sludge Feed Grinder – Muffin Monster
 - iii. Polymer Feed Equipment – Velodyne



- iv. Belt Filter Press (including static polymer mixer and spray water booster pump) – Alfa-Laval/Ashbrook
 - v. Sludge Dryer System (including burner, furnace, drum dryer, and separator) – Baker-Rullman
 - vi. Mixer – WAM Group
 - vii. Screen – McClannahan
 - viii. Transporter – Cyclonaire
 - ix. Screw conveyors (6 units) - Messick & Gray
 - x. Cyclones (2 units) – Emtrol
 - xi. ID Fan – New York Blower
 - xii. Baghouse – Macprocess
- c. Provide final scope of supply correspondence from manufacturer to Synagro. Synagro will be responsible for price negotiation and ordering equipment.

3. Design Drawings and Specifications

- a. Prepare design drawings suitable for construction which include the following features:
- i. Demolition and replacement of Sludge Pumps 6-M and 7-M and provide a new grinder. VFDs for Sludge Pumps will be located upstairs.
 - ii. Relocate the existing double-wall ferric chloride tank from the Dryer Building to the existing concrete wetwell slab across from the Digester Building. Provide a new Watson-Marlow ferric chloride pump in a FRP enclosure adjacent to tank. Trench pipe across street to Digester Building.
 - iii. Demolition of existing sludge day tank and belt filter press feed pumps.
 - iv. Demolition and replacement of Polymer Feed Equipment.
 - v. Demolition and replacement of Belt Filter Press including feed piping within building.
 - vi. Modification of Belt Filter Press area enclosure, platform, and stairs per 5/19/16 Technical Memo.
 - vii. Redirection of odor control ductwork from the Belt Filter Press enclosure and the Sludge Hopper to a new Fan directing into the odor control system.
 - viii. Demolition and Replacement of the Sludge Dryer System.
 - ix. Demolition and Replacement of the Mixer.



- x. Demolition and Replacement of the Screw conveyors (6 units).
- xi. Demolition, Replacement, and Insulation of the Cyclones (2 units).
- xii. Demolition and Replacement of the ID Fan.
- xiii. Demolition and Replacement of the Bag House.
- xiv. Repair of Building Floor per 5/19/16 Technical Memo.
- xv. Repair of floor cracks and provide new isolation footing for ID Fan per 5/19/16 Technical Memo.
- xvi. Replacement of Building Drain section between the building and the first manhole to remove bends and installation of a new cleanout for the building drain near the odor control unit drain.
- xvii. Replacement of Motor Control Center (MCC).
- xviii. Provide VFD for ID Fan.
- xix. Replacement of conduit and wiring between MCC and replaced or new equipment with new raceways, conduit, and wiring.
- xx. New disconnect switches at major equipment.
- xxi. Replacement of dryer process instrumentation.
- xxii. Upgrade of control system for remote control of Sludge Pumps 6-M and 7-M from the BFP control panel and interlock with ferric chloride and polymer feed pumps.
- xxiii. Upgrade of safety systems to comply with recommendations of Dust Hazard Assessment.
- xxiv. Upgrade silo temperature monitoring system to full diameter.
- xxv. Upgrade of the 2-stage scrubber odor control system to include any recommendations of the Odor Control System Condition Assessment.
- xxvi. Upgrade of silo per recommendations of Silo Inspection.
- xxvii. Provide grounding for silo.

b. Design Drawings shall include the following:

- i. G-1: Cover Sheet
- ii. G-2: List of Drawings, List of Abbreviations, List of Symbols, General Notes
- iii. G-3: Site Plan and Details



- iv. S-1: Structural Notes, Abbreviations, and Symbols
 - v. S-2: Dryer Building Structural Plan
 - vi. S-3: Dryer Building Sections and Details
 - vii. S-4: Dryer Building Sections and Details
 - viii. S-5: Silo Repair and Misc. Details
 - ix. M-1: Solids Processing Schematic and Design Criteria
 - x. M-2: Dryer Building Mechanical Plan
 - xi. M-3: Dryer Building Mechanical Details
 - xii. M-4: Dryer Building Mechanical Details
 - xiii. M-5: Dryer Building Drain Upgrade
 - xiv. M-6: Digester Building Partial Plan, Section, and Details
 - xv. M-7: Ferric Chloride Feed System
 - xvi. E-1: Electrical Notes, Abbreviations, and Symbols
 - xvii. E-2: Electrical Site Plan and Conduit Details
 - xviii. E-3: Power Distribution One-Line Diagram and MCC Elevation
 - xix. E-4: Dryer Building Electrical Power and Control Plan
 - xx. E-5: Dryer Building Electrical Conduit Riser Diagram
 - xxi. E-6: Dryer Building Electrical Conduit Riser Diagram
 - xxii. E-7: Dryer Building Electrical Schedules and Details
 - xxiii. E-8: Digester Building Partial Plan and Details
 - xxiv. E-9: Electrical Raceway, Support, and Penetration Details
 - xxv. E-10: Electrical Equipment Mounting and Grounding Details
- c. Design Technical Specifications shall include the following:
- i. Section 1010 Scope of Work
 - ii. Section 2200 Earthwork
 - iii. Section 2560 Pavement Patching
 - iv. Section 3300 Concrete Repairs



- v. Section 5500 Misc. Metals
 - vi. Section 5520 Guardrail and Handrail
 - vii. Section 5530 Grating
 - viii. Section 9900 Painting
 - ix. Section 10441 Signage
 - x. Section 15060 Process Piping
 - xi. Section 15100 Process Valves
 - xii. Section 15140 Supports and Anchors
 - xiii. Section 16050 Electrical – General
 - xiv. Section 17500 SCADA Modifications and Programming
- d. GHD will prepare draft drawings and specifications for review by the City and Synagro.
 - e. GHD will facilitate a review meeting with the City and Synagro to answer questions and solicit comments on the draft design.
 - f. GHD will prepare final drawings and specifications for review and approval by the City and Synagro.
 - g. GHD will facilitate a review meeting with the City and Synagro to review the final documents and receive any comments prior to Contractor Pricing.
4. Permitting
- a. GHD will have Maryland Professional Engineer sign and seal the final Drawing and Specification package. GHD will provide hard copies of signed and sealed drawings to MDE for permitting approval. One review meeting at MDE (Baltimore) is anticipated. The following permits are anticipated:
 - i. MDE Water and Sewage Construction Permit
 - ii. MDE Air and Radiation Management Division Permit to Construct
5. Contractor Pricing
- a. GHD will provide Drawing and Specification package to General Contractor selected by Synagro for pricing.
 - b. It is anticipated the General Contractor will have subcontractors including an electrical subcontractor working under their direction.



- c. GHD will develop a bid form for the Contractor to complete.
- d. GHD will provide responses to any questions raised by General Contractor during development of pricing.
- e. It is assumed that Synagro will be responsible for developing the contractual terms of the Agreement with the General Contractor. Synagro will be responsible for price negotiation and signing of Agreement with the General Contractor.

6. Construction Support

- a. GHD will support Synagro and the General Contractor during construction by the following:
 - i. Review of shop drawings for major equipment selected by GHD and procured directly by Synagro prior to release for fabrication.
 - ii. Review of shop drawings for miscellaneous materials and equipment shown or specified by GHD on the Drawings and Specifications and procured by the General Contractor prior to release for fabrication (where applicable) or delivery.
 - iii. Responses to request for information (RFI) during construction from the General Contractor.
 - iv. Review of any claims made by the General Contractor during construction.
 - v. Up to 12 progress meetings and/or site visits to review the work performed by the General Contractor for conformance with the design intent (not including Substantial and Final Completion walkthroughs).
 - vi. Review of work upon request for Substantial Completion and development of a Punch List of work remaining.
 - vii. Track completion of Punch List items.
 - viii. Review project for Final Completion.

Clarifications

- 1. Modifications are not planned to existing HVAC, lighting, or plumbing systems.
- 2. Crusher to be replaced with identical unit already owned by Synagro.
- 3. Existing PLC and process control software to be continued in use.
- 4. Complete replacement of silo or 2-stage odor control scrubber not anticipated.



5. Existing Dryer and Digester Buildings will not be modified to incorporate NFPA 820 standards, however where new equipment or controls are purchased they will be compatible with applicable NFPA 820 guidance.
6. Fire suppression system for Dryer Building (i.e. sprinklers) not planned.
7. Fire alarm system for Dryer Building not planned.
8. Permits other than those identified above are not included.
9. New VFDs should be Hitachi.
10. Synagro will provide shop drawings to GHD for review for any new equipment ordered as part of this contract.

Engineering Services Fee

GHD can complete the scope of services detailed above for a lump sum fee of \$422,856. The lump sum fee is based on the following:

Planning Phase Task	Hours	Cost	Expenses	Total
General Coordination	148	\$25,628	\$621	\$26,249
Equipment Procurement	300	\$47,468	\$100	\$47,568
Draft Design Drawings and Specifications	664	\$90,528	\$929	\$91,457
Final Design Drawings and Specifications	708	\$94,180	\$929	\$95,109
Permitting	46	\$7,366	\$113	\$7,479
Contractor Pricing Coordination	66	\$9,958	\$825	\$10,783
Construction Phase Engineering	960	\$142,762	\$1,449	\$144,211
TOTAL	2868	\$417,890	\$4,966	\$422,856

Sincerely,

GHD

Thor Young, PE
Principal Manager

TAY/kab

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

Topic:

No Unfinished Business

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Introduction of an Ordinance: Land Management Code Amendment - Auto Repair

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

Public Hearing - August 29, 2017

Introduction of Ordinance - August 29, 2017

ATTACHMENTS:

File Name

M_CC_Packet_LMC_Amendment_for_Car_Repair_in_I-MU_8_24_17.pdf

Description

Intro Ordinance: LMC
Amendment - Auto Repair in
I-MU

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

**TOPIC: Introduction of an Ordinance: Land Management Code
Amendments – Automobile Repair in I-MU Zoning District**

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 140 (Land Management Code) of the City Code. This amendment shall revise Article 4 (Zoning), Section Z (Land Use Chart) to permit automobile repair uses in the I-MU (Industrial – Mixed Use) District, under certain stated performance standards. Upon the effective date of this Ordinance, the newly updated Land Management Code that includes this amendment, and a parallel amendment to Article 5 proceeding at the same time as this amendment (if that amendment is adopted) shall be identified as the Land Management Code, Version 3.2).

DATE OF INTRODUCTION:	8/29/2017
DATE OF PASSAGE:	9/26/2017
EFFECTIVE DATE:	10/26/2017

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE
CODE OF THE CITY OF HAGERSTOWN,
TO REVISE CHAPTER 140, *LAND MANAGEMENT CODE*
TO PROVIDE FOR AUTOMOBILE REPAIR USES AS A PERMITTED
USE IN THE INDUSTRIAL MIXED USE ZONING DISTRICT**

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Planning Commission has recommended an amendment to the *Land Management Code* to permit automobile repair as a permitted use within the Industrial Mixed Use Zoning District, under certain circumstances, within the City of Hagerstown; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to revise Chapter 140 of the *Land Management Code* 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 a new Automobile and Transportation Related-Use to Section Z, Chart of Permitted and Special Exception Uses, of Chapter 140, Land Management Code, Article 4, Zoning, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting ordinance shall become effective immediately upon the expiration of thirty 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

Robert E. Bruchey, II, Mayor

Date of Introduction:	August 29, 2017
Date of Passage	September 26, 2017
Effective Date:	October 26, 2017

Chapter 140, Land Management Code
Article 4, Zoning
Section Z, Chart of Permitted and Special Exception Uses

New use added in alphabetical order to this grouping of uses.

Use	Zoning Districts													Overland Zoning			
	AT	RMOD	RMED	RH	RO	N-MU	CC-MU	CL	CG	CR	POM	I-MU	IR	IG	C	LC	PUD
Automobile- and Transportation-Related Uses																	
Automotive Repair & Maintenance (8111) in buildings constructed prior to 2010 with outdoor storage and service areas screened with opaque fencing and landscaping in accordance with Article 5.												P					

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

Topic:

Introduction of an Ordinance: Land Management Code Amendment - Abandonment of Simplified Plats

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Ord-Abandon_Simp_Plats.pdf

Description

Introduction of Ordinance:
Land Management Code
Amendment - Abandonment
of Simplified Plats

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

**TOPIC: Introduction of an Ordinance: Land Management Code
Amendments – Abandonment of Simplified and Minor Plats
Under Certain Circumstances.**

Charter Amendment

Code Amendment

Ordinance ☒

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 140 (Land Management Code) of the City Code. This amendment shall revise Article 5 (Subdivision and Land Development Ordinance), Section A (General Provisions), Subsection 3 (Application and Interpretation), Item d (Adjustment to Recorded Plats). This amendment shall create a process by which a simplified plat created to place nonconforming and/or noncomplying townhouse units on individual lots may be abandoned.

Upon the effective date of this Ordinance, the newly updated Land Management Code that includes this amendment, and a parallel amendment to Article 4 proceeding at the same time as this amendment (if that amendment is adopted) shall be identified as the Land Management Code, Version 3.2).

DATE OF INTRODUCTION:	8/29/2017
DATE OF PASSAGE:	9/26/2017
EFFECTIVE DATE:	10/26/2017

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE
CODE OF THE CITY OF HAGERSTOWN,
TO REVISE CHAPTER 140, *LAND MANAGEMENT CODE*
TO PERMIT THE ABANDONMENT OF SIMPLIFIED AND MINOR
PLATS CREATED FOR THE PURPOSE OF**

RECITALS

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates land use within the City; and

WHEREAS, the Mayor and Council have a responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the Planning Commission has recommended an amendment to the *Land Management Code*, Article 5 (Subdivision and Land Development Ordinance) to permit the abandonment of a simplified or minor plat created to place nonconforming and/or noncomplying townhouse units on individual lots may be abandoned and returned the subdivision status of the land to those conditions in place at the time the subdivision plat was created, and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to revise Chapter 140 of the *Land Management Code* 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 to revise Chapter 140, *Land Management Code*, Article 5 (Subdivision and Land Development), Section A (General Provisions), Subsection 3 (Application and Interpretation), Item d, to identify existing text as subsection (1) of Item d.
3. Item d, as described in number 2, above, is amended to add a new subsection (2) as follows:
 - (2) However where a tract, consisting of two or more parcels or lots of record is subdivided or resubdivided by simplified or minor plat for the purpose of placing on their own lots existing townhouse units in zoning districts that do not permit townhouse units and/or if the new resultant lots do not comply with current lot area and width requirements for townhouse development on individual lots in districts that permit townhouses, the owner may, when under common ownership, re-plat the property to abandon the townhouse lots and re-establish interior parcel or lot lines that existed at the time the simplified or minor plat was approved. When the tract is re-platted to abandon the interior townhouse lines and re-establish previously existing interior lot lines, the owner shall regain all rights thereto, as if the simplified or minor subdivision had never occurred. The

townhouse structure shall be demolished prior to entering the re-platting process. Variances to bulk area requirements will not be required to abandon the simplified plat and re-establish those interior lot lines existed when the simplified plat was created. No increase in the number of lots above existing shall be permitted.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this enacting ordinance shall become effective immediately upon the expiration of thirty 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

Robert E. Bruchey, II, Mayor

Date of Introduction:	August 29, 2017
Date of Passage	September 26, 2017
Effective Date:	October 26, 2017

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

Topic:

Introduction of an Ordinance: Quit Claim Deed at Hagerstown Rescue Mission

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Quit_Claim_-_Hagerstown_Rescue_Mission.pdf

Description

Quit Claim - Hagerstown
Rescue Mission

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 29, 2017

TOPIC: Introduction of an Ordinance to Quit Claim an alleyway adjacent to 115 N. Prospect Street

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

MOTION: I hereby move for the introduction of an Ordinance making a determination that certain property (an alleyway between #115 and #125 North Prospect Street at the Hagerstown Rescue Mission) is no longer needed by the City of Hagerstown for a public purpose, and authorizing the execution of a quit claim deed for the same.

DATE OF INTRODUCTION: 8/29/2017
DATE OF PASSAGE: 9/26/2017
EFFECTIVE DATE: 10/27/2017

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE MAKING A DETERMINATION
THAT CERTAIN PROPERTY IS NO LONGER
NEEDED FOR A PUBLIC PURPOSE AND AUTHORIZING
CONVEYANCE TO ADJOINING PROPERTY OWNER, SUBJECT
TO THE PRESERVATION OF ACCESS TO CHURCH STREET
FOR THE PARCEL AT 115 NORTH PROSPECT STREET**

RECITALS

WHEREAS, the City of Hagerstown is a Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, the City has an interest in an unimproved right-of-way located in the City running from North Prospect Street and proceeding eastward, known as Weller Alley 1-28, which is a twelve-foot right-of-way, containing 1,203.4 sq. ft. ("the Alley"), which alley is described by metes and bounds and in a drawing on the attached Quit Claim Deed; and

WHEREAS, in accordance with the provision of the Maryland Code and the Charter of the City of Hagerstown, the Mayor and Council, as the duly constituted legislative body for the City has determined that a portion of the aforesaid Alley is no longer needed for a public purpose; and

WHEREAS, the entity known as Four States Christian Mission, Inc., formerly known as The Hagerstown Union Rescue Mission, Inc., owns property adjoining both sides of a portion of the Alley at North Prospect Street and has requested that the City execute a quit claim deed vesting it with title to the portion of the Alley adjacent to and adjoining its property, and as depicted on the attached Quit Claim Deed; and

WHEREAS, the City agrees to transfer a portion of the Alley, subject to the retention of any easements of record, and subject to the Grantee's promise to provide access to Church Street to the parcel located at 115 North Prospect Street; and

WHEREAS, the Mayor and Council find that the property may be quit claimed and conveyed to the adjoining landowner, Four States Christian Mission, Inc.

NOW, THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED as follows:

1. That the foregoing recitals be and are incorporated herein as if fully set forth.
2. That the Mayor and Council find that a portion of the Alley is no longer needed for a public purpose.

3. That the Mayor be and is hereby authorized to execute and deliver a Quit Claim Deed vesting a portion title of the Alley in and to the adjoining property owner, Four States Christian Mission, Inc. The description and extent of the property so conveyed is as depicted on the attached Quit Claim Deed and is subject to the Grantee's promise to provide access to Church Street to the parcel located at 115 North Prospect Street.

4. That the Mayor be and is hereby authorized to execute the attached Quit Claim Deed, and such additional documentation and take all necessary steps to carry out the purpose of this Ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED, that this Ordinance shall become effective upon the expiration of 30 days from the date of its passage.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: August 29, 2017
Date of Passage: September 26, 2017
Effective Date: October 27, 2017

PREPARED BY:
SALVATORE & MORTON
CITY ATTORNEYS

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made this ____ day of _____, 2017, by the **CITY OF HAGERSTOWN**, a Maryland municipal corporation, hereinafter referred to as "**GRANTOR**".

RECITALS:

The **GRANTOR** owns a certain parcel of land lying northwest of North Prospect Street, in the City of Hagerstown, commonly known and designated as Weller Alley (No. 1-128).

The Mayor and Council of The City of Hagerstown, as its duly constituted legislative body, and pursuant to Article 23A of the Annotated Code of Maryland and the Charter of the City of Hagerstown, have determined that the property hereinafter described and shown no longer needed for a public purpose.

On September 26, 2017, the Mayor and Council enacted an Ordinance, with an effective date of October 27, 2017, to that effect and authorized abandonment of the hereinafter described property and the transfer of the property by Quit Claim Deed to **FOUR STATES CHRISTIAN MISSIONS, INC.**, formerly known as Hagerstown Union Rescue Mission, Inc., a Maryland non-stock, non-profit corporation, hereinafter referred to as "**GRANTEE**".

The purpose of this Quit Claim Deed is to transfer ownership of all that hereinafter described property to Four States Christian Missions, Inc.

WITNESSETH:

NOW, THEREFORE, the **GRANTOR**, for no monetary consideration, but for other good and valuable consideration, does by these presents release and forever quitclaim to **GRANTEE**, all the right, title, interest, estate, claims, and demands, both at law and in equity of the **GRANTOR** in and to the hereinafter described portion of the bed of Weller Alley (No. 1-128), situate and lying in Election District 25, City of Hagerstown, Washington County, Maryland, and being more particularly described as follows:

BEGINNING for the outline hereof at a point in the northwest margin of North Prospect Street, said point being S 32°07'50" W 237.59 feet from the intersection of the northwest margin of North Prospect Street and the southwest margin of West Church Street, said margin being defined as being 7 1/2 feet behind the curb line of each street, running thence with the northwest margin of North Prospect Street, S 32°07'50" W 12.00 feet to a point, thence leaving said margin and running with lands of the Hagerstown Union Rescue Mission, Inc. (Liber 472, folio 337) N 57°21'58" W 100.31 feet to a point, thence with the lands of Four States Christian Missions, Inc. (Liber 653, folio 241) N 32°24'14" E 12.00 feet to a point, thence running with lands of Hagerstown Union Rescue

Mission, Inc. (Liber 342, folio 378 – Parcel 1) S 57°21'58" E 100.25 feet to the place of beginning;

Containing 1,203.4 square feet of land more or less;

Said lands being that portion of Weller Avenue lying northwest of North Prospect Street in the City of Hagerstown, Maryland.

The property herein conveyed is further shown and described on a drawing prepared by Frederick Seibert & Associates, Inc. dated May 18, 2017 and designated as job # FSA-7168, attached hereto and incorporated by reference.

The property described herein is conveyed subject to all rights of ways, easements, utility facilities, notations, covenants, and conditions contained on the aforementioned drawing and to all other recorded or unrecorded utility facilities of whatsoever nature or kind, including but not limited to, electrical.

The property conveyed herein is conveyed subject to the terms and conditions of the Ordinance, passed by the Mayor and Council on September 26, 2017, with an effective date of October 27, 2017, which is recorded or intended to be recorded among the Acts, Ordinances, and Resolutions for Incorporated Towns among the records of the Clerk of the Circuit Court of Washington County, Maryland;

IN WITNESS WHEREOF, the hand and seal of the **GRANTOR** by its duly authorized officer.

**ATTEST AS TO SIGNATURE CITY OF HAGERSTOWN
AND CORPORATE SEAL:**

Donna Spickler, City Clerk

By: _____ (SEAL)
Robert E. Bruchey, II, Mayor

**STATE OF MARYLAND,
WASHINGTON COUNTY, to-wit:**

I HEREBY CERTIFY, That on this _____ day of _____, 2017, before me, the subscriber, a Notary Public, in and for the State and County aforesaid, personally appeared Robert E. Bruchey, II, Mayor of the City of Hagerstown, and acknowledged that he, as such officer, being authorized to do so, executed the foregoing instrument as the voluntary act and deed of said municipal corporation and did make oath that the within deed is not a transaction in which there is a sale, lease, exchange or other transfer of all or substantially all of the property and assets of the municipal corporation.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission Expires:

I hereby certify that the foregoing instrument was prepared by, or under the supervision of, the undersigned, an attorney duly admitted to practice before the Court of Appeals of the State of Maryland.

James W. Stone, Esquire

Mail to: James W. Stone, Esquire
28 West Washington Street,
Third Floor
Hagerstown, Maryland 21740
(240) 513-4680

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

Topic:

Approval of a Resolution: Thomas Kennedy Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Thomas_Kennedy_Park_-_Memo_and_Agreements.pdf
thomas_kennedy.2017.pt_2_of_2.pdf

Description

Memo and Resolution
Concept Plan



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

August 22, 2017

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT/ds*
RE: Proposal for 'Thomas Kennedy Park' on portion of Massey Property

1. **Background**

As a follow-up to the Council's July 18th discussion regarding the development of the park, as directed I met with representatives from the group proposing a park that honors Thomas Kennedy. We negotiated the construction costs responsibilities and we have drafted an Agreement for the Council to review. Monda Sagalkin, Rabbi Plost, and Toby Mendez will be present on Tuesday to discuss.

2. **Mayor & Council Action Requested**

Staff is requesting that the Mayor & Council review the following:

- A. Review the attached concept plan
- B. Review the attached draft Agreement with the "Thomas Kennedy Center" and consider approving a Resolution at the August 29th Regular Session to express our intentions of supporting the project.

3. **Budget**

The total construction cost is about \$330,000. Staff proposes the City make the following contributions toward the project:

Phase I (Planning and Fundraising August-December 2017):

- \$5000 toward artist fee and maquette preparation—taken from current Public Art CIP
- \$4000 toward engineering and surveying---taken from FY18 Engineering Operating budget

Phase 2 (Construction, approximately summer of 2018):

- \$7,000 for installation of concrete foundations and slab by City staff—taken from FY19 CIP for project
- \$3,000 to remove existing tree—taken from FY19 CIP
- \$6,000 for landscaping—taken from FY19 CIP
- \$2,000 for electric service—taken from FY19 CIP
- \$7,000 for irrigation and connection to existing water service—taken from FY19 CIP
- \$5,000 for sidewalk to connect to Library parking lot— taken from FY19 CIP

We will have to budget \$30,000 in the next FY19 CIP (around 10% of the project cost).

The group is establishing a 501c3 organization called the “Thomas Kennedy Center” that will raise the funds for all additional project costs not specifically listed above which is estimated to be \$300,000+/- and includes plaza, granite benches, and sculpture installation.

Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachments: Proposed Agreement
 Concept Plan (3 sheets)
 Proposed Resolution

RAT:jj

c: Mark Haddock, Michelle Hepburn, Jonathan Kerns

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION OF INTENT
CONSTRUCTION AND OPERATION
THOMAS KENNEDY PARK

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation existing under and by virtue of the laws of the State of Maryland; and

WHEREAS, Thomas Kennedy was a distinguished member of the Maryland State senate and General Assembly and courageously led the effort to allow for rights of Jewish Americans in Maryland; and

WHEREAS, the City owns the property at 28-50 East Baltimore Street, commonly known as the "Massey Property," and the City is actively seeking to redevelop the property in ways that benefit the community; and

WHEREAS, on July 12, 2017 Congregation B'nai Abraham submitted a written proposal to the City Engineer for the construction of a park at the eastern end of the Massey Property that honors Thomas Kennedy, and are endeavoring to establish a non-profit entitled the "Thomas Kennedy Center" to develop the park; and

WHEREAS, the Mayor and Council wish to honor the legacy of Mr. Kennedy and his values of equality and freedom for all citizens by confirming its intentions to partner with the Congregation B'nai Abraham to construct a park on the above mentioned property subject to certain conditions and agreements.

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

1. The foregoing recitals be and are hereby incorporated herein by reference.
2. The Mayor and City council express our intention to accept the park by entering into an Agreement with the Thomas Kennedy Center to accept the referenced park upon proper dedication subject to the terms and conditions stated within the Agreement, a copy of which is attached hereto and incorporated herein by reference.
3. That, contingent upon the Thomas Kennedy Center achieving establishment as a recognized non-profit organization under 501(c)(3), the Mayor be and is hereby authorized to execute and deliver the Agreement.
4. That the Mayor be and hereby is authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

BE IT FURTHER RESOLVED that the Mayor, Council and City staff are hereby authorized to take such other and further action including the preparation and execution of an

Agreement as may be necessary to effectuate this Resolution.

NOW, THEREFORE, BE IT FURTHER RESOLVED, by the Mayor and Council for Hagerstown, Maryland that this Resolution shall become effective immediately upon its passage and the City staff shall implement this program subject to the terms and conditions herein.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

Robert Bruchey, II, Mayor

DATE OF PASSAGE: 8/29/2017
EFFECTIVE DATE: 8/29/2017

**AGREEMENT CONCERNING THOMAS KENNEDY PARK
AT EAST BALTIMORE STREET**

THIS AGREEMENT, made this ____ day of _____, 2017, by and between the City of Hagerstown, a municipal corporation, referred to in this agreement as "the City", and the Thomas Kennedy Center, a non-profit organization, referred to in this agreement as "the Center."

WITNESSETH:

WHEREAS, the Center was formed to honor and recognize the efforts of Thomas Kennedy, a distinguished member of the Maryland State Senate and General Assembly, in leading the effort to allow for rights of Jewish Americans in Maryland; and

WHEREAS, the City owns property at 28-50 East Baltimore Street, commonly known as the "Massey Property" (as shown and depicted on Exhibit A), and the City is actively seeking to redevelop the property in ways that benefit the community; and

WHEREAS, the Center desires to utilize space at the eastern end of the Massey Property to construct a park honoring Thomas Kennedy (hereinafter referred to as "the Site" or "the park"); and

WHEREAS, the City and the Center desire to cooperate in the construction of a park located on the Massey Property as depicted in Exhibit A; and

WHEREAS, the purpose of this Agreement is to provide for the construction, dedication, use, and maintenance of the park;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, under seal, for themselves, their successors and assigns, agree as follows:

1. Construction of the Park. The park will remain the property of the City. The park shall be constructed by the Center on the Site in accordance with plans and specifications to be submitted to and approved by the City Engineer, which approval shall not be unreasonably withheld or delayed. A concept drawing of the proposed design is appended to this Agreement as Exhibit B. The Center shall engage a contractor to oversee and manage construction of the park, and the Center shall enter into a construction contract with the contractor. The construction contract shall include a date of substantial completion, and shall obligate the contractor to complete the project at the request of the City should the City determine to assume and agree to perform the contract in the event of default by the Center prior to completion, and shall allow the City and/or the Center to complete the project in the event of default by the contractor. The City shall permit the Center's contractor to enter upon the Site and use the Site and surrounding area for purposes of accomplishing the construction of the park. The contractor shall maintain such builder's risk insurance as may be reasonably required by the City. The cost of the construction of the park shall be borne by the Center except as

stated herein, and the Center agrees to hold the City harmless from any and all cost or expense associated with the construction thereof. The Center shall indemnify and hold harmless the City from and against any and all claims or liens of its contractor, subcontractors or material providers in connection with the construction of the Monument.

The Center may determine the time of commencement of construction, and shall provide the City with reasonable notice of the construction schedule. The construction contract shall be between the Center and the contractor. A copy of the contract, together with any subsequent change orders or addenda, shall be provided to the City Engineer. During construction, the contractor shall be permitted to secure the construction site and any materials and equipment stored on or near the construction site.

2. Parking. Two parking spaces along East Baltimore Street will be designated as being for “park patrons only.”
3. Utility Service; Maintenance. The City will pay monthly electric use charges for park lights and monthly water use charges for irrigation. The City will also provide routine maintenance of the park, including mowing and landscape care. Snow removal will be conducted by the City, but the Center acknowledges that this area will be a low priority for snow removal. The Center and/or Congregation B’nai Abraham will be responsible for trash pick-up and disposing in a centralized container. The City will empty the centralized container at a minimum of one time per week.
4. Park Hours. The Site will be recognized as a City park and subject to all the rules and standards that are customary and in place at all City parks.
5. City Contributions. The City will make the following financial contributions toward the project:

Phase I (Planning and Fundraising August-December 2017)

- \$5000 toward artist fee and maquette preparation – taken from Public Art CIP
- \$4000 toward engineering and surveying – taken from FY18 Engineering Operating budget

Phase II (Construction, approximately Summer of 2018)

- \$7000 for installation of concrete foundations and slab by City staff – taken from FY19 CIP for project
- \$2000 to remove existing tree – taken from FY19 CIP
- \$1000 for trash can and mutt mitt dispenser – taken from FY19 CIP
- \$6000 for landscaping and turf establishment – taken from FY19 CIP
- \$2000 for electric service for lighting installation by others – taken from FY19 CIP

- \$7,000 for irrigation and connection to existing water service – taken from FY19 CIP
- \$5,000 for sidewalk to connect to Library parking lot– taken from FY19 CIP

Congregation B'nai Abraham and/or Thomas Kennedy Center will fund all additional projects not specifically listed above.

6. Termination. This Agreement, and the easement created hereunder, if not sooner terminated, may be terminated by any of the following events:
- a. Written notice by the Center to the City;
 - b. Loss of the non-profit status of the Center without prompt or immediate revival upon notice;
 - c. Determination by the City that the continuing use of the Site is contrary to the public interest or the health, safety, or welfare of the City or its inhabitants, in which case the City shall use reasonable efforts to establish a suitable memorial park at another location within the City; or
 - d. The expiration of ten (10) years from the date of this Agreement, unless this Agreement shall have been extended by the parties.

7. Notices. Any notice required or permitted to be given by either party to the other may be personally delivered or sent by certified mail, properly addressed and prepaid, addressed as follows:

To the City: City of Hagerstown
 Director of Park and Engineering
 One East Franklin Street
 Hagerstown, Maryland 21740

To the Center: Thomas Kennedy Center
 53 East Baltimore Street
 Hagerstown, MD 21740

Either party may provide a new address for notice in the manner provided above.

8. Miscellaneous. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland, without regard to principles of conflicts of law. **PARTIES AGREE TO THE EXCLUSIVE JURISDICTION AND VENUE IN THE STATE COURT LOCATED IN WASHINGTON COUNTY, MARYLAND.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Each party represents that the individual whose signature appears below has been duly authorized to execute this Agreement on its behalf for the purposes herein set forth.

This Agreement contains the final and entire Agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained. Any subsequent amendment of this Agreement shall be valid only if executed in writing by the parties, their successors or assigns.

WITNESS the execution of this Agreement as of the day and year first above written.

WITNESS/ATTEST:

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
Robert Bruchey, II, Mayor

THOMAS KENNEDY CENTER

, Witness

BY: _____

Exhibit A : Concept Plan "THOMAS KENNEDY PARK"

Scale
50' 0 50'

Washington Co. Library
Parking Lot

Parking summary:
Changes to County
a. shift driveway
b. remove 4 spaces
c. Add 5 spaces
New parking lot
Add 41 spaces

Proposed Parking Lot

Relocated
Library driveway

Existing
Tree

Potentially, this portion
could be conveyed to
adjacent property owners

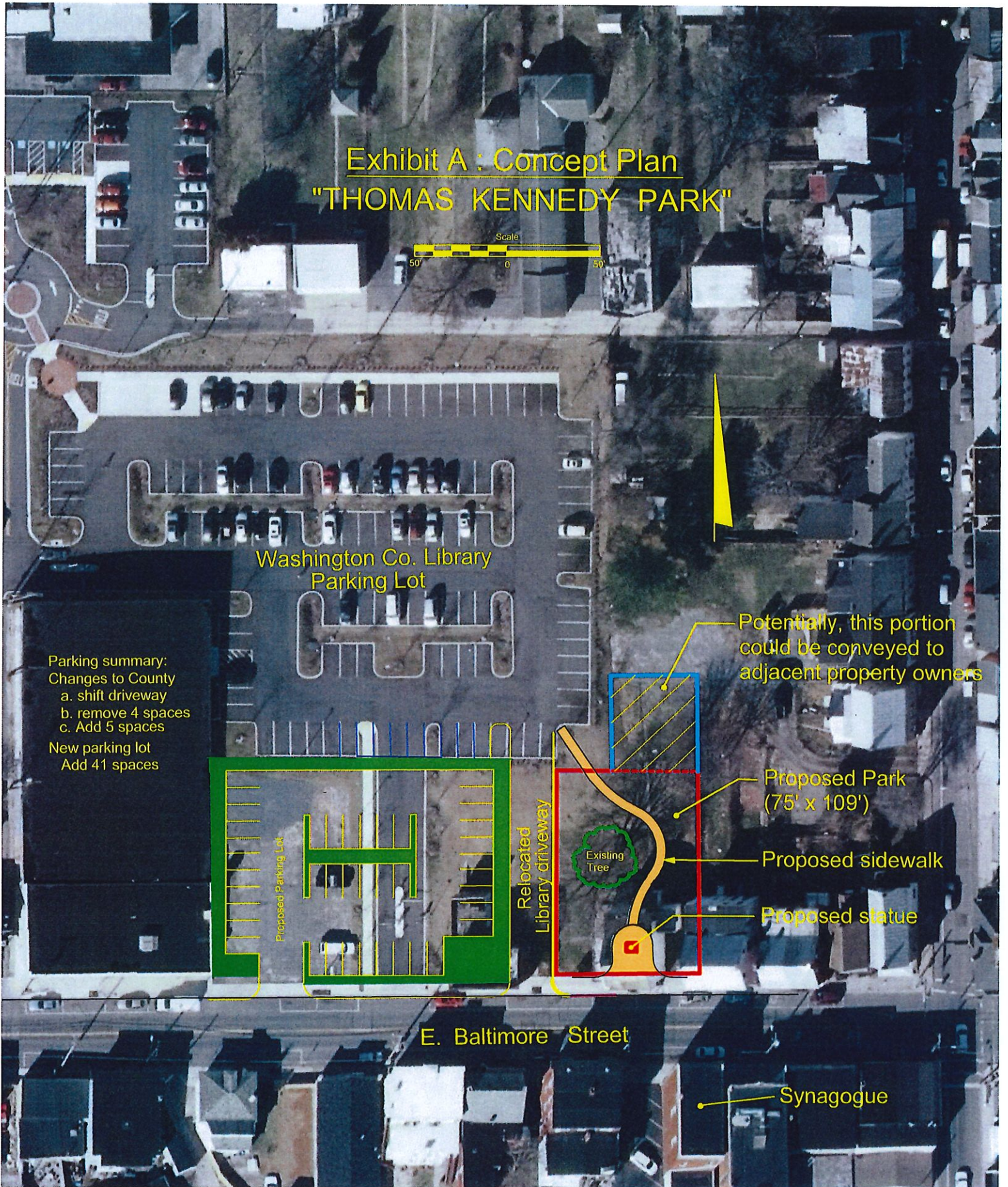
Proposed Park
(75' x 109')

Proposed sidewalk

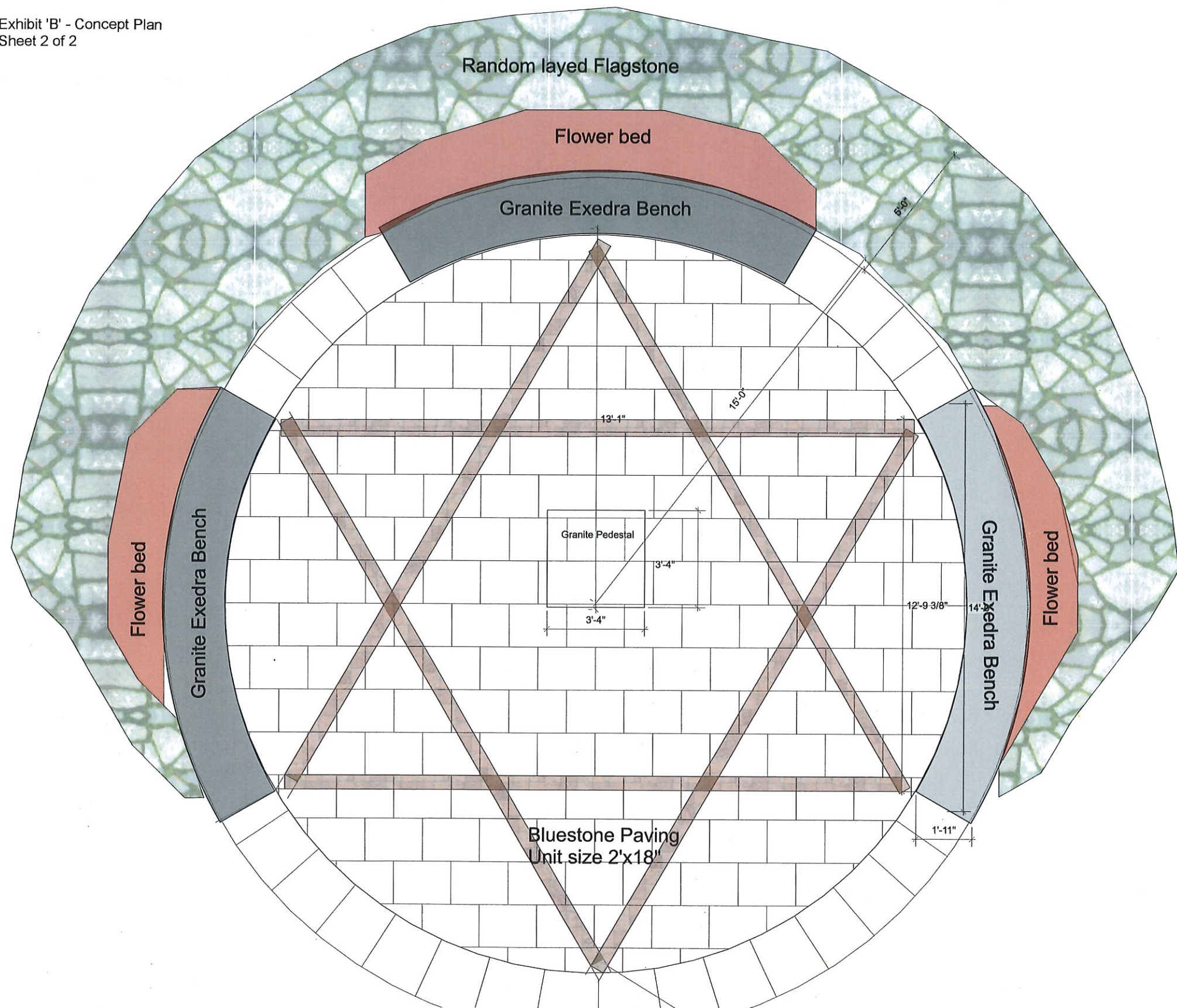
Proposed statue

E. Baltimore Street

Synagogue







Area of circle
693.466

Bench Area
 $31.457 \times 3 = 94.37$

Pedestal Area
11.111

Area of Flagstone
262.11

Star Area
90

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

Topic:

Approval of an Agreement: Hagerstown Ice Amateur Athletic Association to Use the In-Line Rink at Fairgrounds Park

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Management_of_In-Line_Rink.2017.pdf

Description

Approval of an Agreement:
Management of In-Line Rink
at Fairgrounds Park

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 29, 2017

TOPIC: Approval of an Agreement: Management of In-Line Rink at Fairgrounds Park

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

MOTION: I hereby move for approval to accept the Agreement with Hagerstown Ice Amateur Athletic Association regarding operation and management of the In-Line Rink at Fairgrounds Park.

DATE OF PASSAGE: 8/29/2017

City of Hagerstown
Fairgrounds Park Inline Roller Rink
Hagerstown Ice Amateur Athletic Association User Agreement

Date: _____

City of Hagerstown, Maryland, a municipal corporation, referred to in this agreement as "City", and the Hagerstown Ice Amateur Athletic Association ("HIAAA"), a non-profit organization, referred to in this agreement as "User", in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

1. **Description of Premises.** City agrees to allow User *non-exclusive use* of a portion of the Hagerstown Fairgrounds designed as an inline roller hockey rink, illustrated in attached Exhibit A, and referred to in this Agreement as "Premises".

Non-Exclusive Use means that the User does not have sole use of the Premises and must coordinate all use with the Hagerstown Police Athletic League ("PAL"), who has priority scheduling status with the City but not sole use of the Premises. At the beginning of the term of this Agreement and at the beginning of each league season during the term of this Agreement, User may coordinate with PAL and the City all dates and time necessary to offer its recreational program to maintain the Premises as required by this Agreement. The City reserves the right to schedule up to two (2) special events per year at the Premises. On dates and times not reserved by or scheduled by the User, the City may permit the general public access to, and use of, the Premises.

Recognizing that PAL has priority scheduling status, User will keep and maintain a master calendar of all scheduled events of all parties, as well as times of public access. User will permit all three parties (User, PAL, and the City) to have access to the master calendar.

2. **Term of agreement.** The term of this agreement shall be from September 1, 2017 to June 30, 2019.

Notwithstanding the foregoing, the City may terminate this agreement at any time upon giving User ninety (90) days written notice, only if the Mayor and Council are required by law, or have determined that it is in the best interests of the Citizens of the City, to utilize the Premises for purposes other than recreation or park uses.

3. **Rent.** City shall charge no monetary rent for the use of the Premises.
4. **Use of Premises.** User agrees that the Premises shall be used exclusively for User's youth and adult programs, in-line hockey and other skating activities, and other similar uses. User must obtain City approval for any other events or activities including but not limited to carnivals, and the use of outside vendors.
5. **Program responsibility.** User has sole responsibility for the recreational program anticipated by this Agreement. The recreational program offered by the User shall

include the development and operation of an inline hockey rink league and all that that entails, including but not limited to scheduling of games, coordinating and training coaches, and skill development. The recreational program offered by the User may not discriminate base on race, color, creed, national origin, or gender. The City shall have no obligation to assist in the provision of services that the User intends to provide by virtue of this Agreement or to provide the services if the User terminates this Agreement.

6. **Fees charged by User.**

- A. User may not charge any fee to members of the public to watch events on the Premises.
- B. User may charge entrance fees to participants in regular and special events sponsored by the User.
- C. Revenues generated by fees shall be used for the operation and maintenance of the Premises, operation of the inline hockey rink league, provision of scholarships to low-income/underprivileged youth in the City of Hagerstown, or providing recreational programs at the Premises. Any revenues in excess of what is needed to fund the items listed in the first sentence may be used by HIAAA to fund the operation of ice rink facilities.
- D. User shall provide an annual accounting of revenues and expenditures related to the use and operation of the Premises and the recreational program offered by the User, which report shall be submitted to the City on or before October 1st of each year.

7. **Ownership of improvements.** All permanent improvements to the Premises including, but not limited to, in-line hockey rink, fencing, lighting, scoreboards, signs, and parking facilities are the property of the City. Permanent improvements or fixtures made or attached to the Premises by any party during the term of this Agreement shall become the property of the City when installed. User may request the City transfer title to the User of any fixture that it may wish to remove from the Premises. The decision to transfer title and permit removal it within the sole discretion of the City.

8. **Maintenance of Premises.**

- A. **GROUND.** User shall maintain the Premises to City standards including sweeping and cleanup of trash and debris that accumulates during use. City will cleanup trash and debris that accumulates from use by the general public. City will also maintain all grass and trees surrounding Premises. City shall maintain and repair all paved trails, parking lots, and roadways constructed for general public use.
- B. **RESTROOMS.** User shall have access to public restrooms during the City park season as depicted in Exhibit A. City shall clean and maintain any restrooms on the Premises that are open for general public use whenever the Fairground Park is open to the public. The City will be responsible for providing supplies, winterizing the restroom facilities, and maintaining plumbing and electrical systems. During periods when the City cannot provide restroom facilities, the User must provide portable restrooms. Generally, the City park season begins in March and ends in November.

- C. **FENCING AND DASHER BOARDS.** User is responsible for repairing any damage caused when User is using the Premises.
- D. **RINK LIGHTING.** User is responsible for repairing any damage caused when User is using the Premises.
- E. **SCOREBOARDS AND SIGNS.** User is responsible for repairing any damage caused when User is using the Premises. The parties anticipate that a wireless controller will operate the scoreboard. Either the City will store the wireless controller in a City facility and will provide the User with a key to access the controller, or the User will maintain the controller and will make it available to PAL during times that PAL is using the Premises. User is responsible for repairing any damage caused to the controller while in the User's care.
- F. **PARKING.** Public parking is available as indicated on Exhibit A. User is responsible for cleanup of trash, general debris in parking areas utilized while using the Premises.
- G. **SAFETY.** User is responsible for maintaining insurance and for ensuring that participants wear proper safety equipment and take appropriate precautions while using the Premises. Prior to each use, User assumes responsibility for inspecting all structures, facilities, and grounds and notifying the City of any issues not caused by User. User is responsible for maintaining the structures, facilities, and grounds for which User is responsible in a safe condition so as to minimize the risk of personal injury. The City reserves the right to inspect any structure or facility on City property and may issue a notice to the User for any structural or maintenance deficiencies caused by User. Upon receipt of such notice, User shall take the necessary steps to repair said deficiencies within 7 calendar days, unless additional time is agreed to by the City. Upon written request of the User, the City will inspect the Premises to verify conformance with applicable City codes and regulations.

9. **Construction of improvements.** User must obtain approval from the City for all permanent improvements to the Premises and obtain all necessary permits for the approved construction. This approval will include design, materials, method of construction, form, color, suitability, and conformity to the Fairgrounds Master Plan. No temporary structures including, but not limited to, concession trailers, storage trailers, and sheds shall be installed or parked on the Premises without approval of the City.

10. **Utilities and services.** Utilities and services shall be provided and paid for by the parties as indicated below:

<u>Utility Service</u>	<u>City</u>	<u>User</u>
Electricity-except rink lights	X	
Electricity – rink lights*		X
Water/Sewer**	X	
Trash Hauling	X	

*User agrees to pay \$10.00 for every night of Premises use, and will make payments on a monthly schedule.

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

11. **Signs and advertisements.** All signs or advertisements installed or displayed on the Premises must be approved by the City prior to installation and conform to existing laws and ordinances. Approval will be based on size, materials, design, method of construction, content, location, visibility, and compatibility with sponsorships obtained by the City. No alcohol or tobacco advertisements will be permitted. The City reserves the right to remove any signs or advertisements from the Premises that it has not approved and User agrees to pay the cost of any such removals. User shall be permitted to place approved advertising around the inward-facing perimeter of the rink and structures on the Premises to generate income for the operation and maintenance of the Premises. City reserves the right to install signs on the Premises.
12. **Sponsorship coordination and approval.** All sponsorships to be advertised, posted or otherwise acknowledged on the Premises must be approved by the City prior to installation. Sponsorships obtained by User and sales of merchandise and/or concessions by the User must conform to any applicable sponsorship agreements obtained by the City. No alcohol or tobacco sponsorships will be permitted.
13. **Hold harmless.** User will indemnify and hold the City harmless from all loss, liability, cost, or damages that may occur or be claimed with respect to any person or property, as a result of the User's negligence in connection with its use or maintenance of the Premises, including any act or omission by the User, its agents, servants, volunteers, participants, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost or damages occurring to the Premises as a result of User's use or maintenance of the Premises.
14. **Insurance.**
 - A. **FACILITY.** The City shall provide facility insurance in the same manner and amount that it would for any City-owned park structure. Providing this insurance does not obligate the City to incur any cost in repair or replacement beyond the insurance coverage provided. User may carry additional insurance at User's cost if such insurance is available.
 - B. **GENERAL LIABILITY.** User shall maintain general liability insurance in the amount of \$1,000,000 covering liability arising directly or indirectly from the User's use and maintenance of the Premises. This insurance must also extend to the preparation and sale of any food on the Premises. User shall provide to the City a certificate of insurance for the coverage and amount specified above with the City listed as an additional named insured.

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

City agrees that during periods of general public access the City's general liability insurance will provide primary coverage for any person using the Premises who is not covered by the User's insurance.

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

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

City: City of Hagerstown
Director of Parks & Engineering
1 E. Franklin St.
Hagerstown, MD 21740

User: Hagerstown Ice Amateur
Athletic Association
580 Security Rd.
Hagerstown, MD 21740

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

22. **Default.** It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this Agreement. Upon receiving written notice from the City of default, the User shall have thirty (30) days to come into compliance with this Agreement, unless a longer period is agreed to by the parties. If the User fails to cure the default after receiving notice, the City may terminate this Agreement immediately.
23. **Approvals.** Any requirement of prior approval by the City contained herein shall mean approval of the City Administrator or her designee, and shall not require formal approval of the Mayor and Council.

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

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II, Mayor

WITNESS:

HAGERSTOWN ICE AMATEUR ATHLETIC
ASSOCIATION

By: _____



FAIRGROUNDS PARK - INLINE HOCKEY AGREEMENT - EXHIBIT A

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

Topic:

Approval of Maryland Department of the Environment (MDE) Grant for Energy Water Infrastructure Programs at the Wastewater Treatment Plant

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Packet MDE Grant Application through the EWIP in the amount of \$80K

Discussion:

Maryland Department of the Environment contacted City staff to notify staff of a new grant funding opportunity available through the Energy-Water Infrastructure Program (E-WIP). Staff reviewed the funding application and requested consideration for funding to Maryland Department of the Environment (MDE). In the funding application, a request was made for grant funding in the amount of \$82,000.00. Staff was notified of approval of the total grant funding request (see attached application and funding award notification).

Utility Department staff is recommending Mayor and Council approval of the MDE grant in the amount of \$82,000 for the replacement of fifteen OAB Deck motors with Premium Efficiency Motors. Collectively, these improvements will reduce long term energy costs approximately \$6000.00 per year and improve system reliance.

Financial Impact:

Grant funding in the amount of \$80K

Recommendation:

Staff recommended approval

Motion:

**REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: August 29, 2017

**TOPIC: Approval of Wastewater Division Motion Granting Permission
for City Staff to Finalize the Grant Policy Process to Receive an MDE Grant**

for Energy Water Infrastructure Programs at the Wastewater Treatment Plant

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

MOTION: I hereby move that the Mayor and City Council approve the Wastewater Division Motion Granting Permission for City Staff to Finalize the Grant Policy Process to Receive an MDE Grant for Energy Water Infrastructure Programs at the Wastewater Treatment Plant in the amount of \$82,000.00 (eighty two thousand dollars).

DATE OF INTRODUCTION: 8/29/17

DATE OF PASSAGE: 8/29/17

EFFECTIVE DATE: 8/29/17

Action Dates:

08/29/17

ATTACHMENTS:

File Name

Description

Wastewater_Division_Packet_MDE_Grant_Application_EWIP_082917.pdf

Wastewater
Division Packet
MDE Grant
Application EWIP
082917

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 29, 2017

TOPIC: Approval of Wastewater Division Motion Granting Permission for City Staff to Finalize the Grant Policy Process to Receive an MDE Grant for Energy Water Infrastructure Programs at the Wastewater Treatment Plant

Charter Amendment	<input type="checkbox"/>
Code Amendment	<input type="checkbox"/>
Ordinance	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Other	<input checked="" type="checkbox"/>

MOTION: I hereby move that the Mayor and City Council approve the Wastewater Division Motion Granting Permission for City Staff to Finalize the Grant Policy Process to Receive an MDE Grant for Energy Water Infrastructure Programs at the Wastewater Treatment Plant in the amount of \$82,000.00 (eighty two thousand dollars).

DATE OF INTRODUCTION: 8/29/17
DATE OF PASSAGE: 8/29/17
EFFECTIVE DATE: 8/29/17

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

425 East Baltimore Street
Hagerstown, MD 21740-6105

Memorandum

51 West Memorial Blvd
Hagerstown, MD 21740-6848

To: Valerie Means, City Administrator
From: Michael Spiker, Director of Utilities
Joe Moss, Water Operations Manager
RE: Maryland Department of the Environment – Grant Funding
Oxygen Aeration Basin (OAB) Deck Motor Replacement
Date: August 29, 2017

Maryland Department of the Environment contacted City staff to notify staff of a new grant funding opportunity available through the Energy-Water Infrastructure Program (E-WIP). Staff reviewed the funding application and requested consideration for funding to Maryland Department of the Environment (MDE). In the funding application, a request was made for grant funding in the amount of \$82,000.00. Staff was notified of approval of the total grant funding request (see attached application and funding award notification).

Utility Department staff is recommending Mayor and Council approval of the MDE grant in the amount of \$82,000 for the replacement of fifteen OAB Deck motors with Premium Efficiency Motors. Collectively, these improvements will reduce long term energy costs approximately \$6000.00 per year and improve system reliance.

Should you have questions or require additional information, please let us know.



Maryland

Department of the Environment

Larry Hogan
Governor

Boyd Rutherford
Lieutenant Governor

Ben Grumbles
Secretary

FY 2018 ENERGY WATER INFRASTRUCTURE PROGRAM - GRANT APPLICATION

DUE MAY 31, 2017 to elaine.dietz@maryland.gov

For assistance, please contact Elaine Dietz at elaine.dietz@maryland.gov or (410)537-3908.

Please read before completing application

- For FY 2018, the State has \$8 million in total grant funding for the Energy Water Infrastructure Program (EWIP).
- The grant will be up to 100% of the project cost not to exceed \$1 million for an energy reduction project OR not to exceed \$3 million for an alternative source of energy project. An applicant may only receive one grant award, either for an energy reduction project OR for an alternative source of energy project (not both).
- ^{New} To be considered, the capital cost recovery payback period must be less than the useful life of the asset.
- Based on the maximum grant funding availability above, you may wish to adjust the project scope (# of pumps/unit processes etc.) to minimize your local cost.
- Project selection will consider factors such as energy savings/production (higher % the better), cost recovery/payback period (lower # of years the better), type of project for alternative energy source (e.g., waste gas reuse to energy), etc.
- The project must start construction during FY 2018 (before 6/30/2018).
- The owner must undertake the energy reduction analysis and project planning/design using local funds, which may be reimbursed back during construction phase, if a grant is awarded.
- MDE will notify the applicant by June 30, 2017, if their project is selected for funding. Note: MDE will not seek a formal Board of Public Works grant award until the construction bids have been reviewed and approved by MDE.

Applicant Name: CITY OF HAGERSTOWN

Contact Person: JOSEPH MOSS Title: WASTEWATER OPERATIONS MANAGER

Contact Address: (incl. 9-digit Zip Code) 1 CLEAN WATER CIRCLE, HAGERSTOWN MD 21740-6848

County: WASHINGTON Email: j.moss@hagerstownmd.org

Phone: 301-739-8577 Ext: 650 Federal Tax Identification Number: 52-6000794

Project Name: OAB MIXER MOTOR REPLACEMENT

Project Location Address: 1 CLEAN WATER CIRCLE

Latitude: (00.000000): _____ Longitude: (00.000000): _____

Congressional District: 06 Legislative District: 2A

I CERTIFY I AM AN AUTHORIZED OFFICIAL PERMITTED TO SIGN AND SUBMIT THIS APPLICATION ON BEHALF OF THE APPLICANT. I FURTHER CERTIFY ALL INFORMATION BEING SUBMITTED IN THIS APPLICATION IS CORRECT.

Name: JOSEPH MOSS Title: WASTEWATER OPERATIONS MANAGER

Signature: Joseph Moss Date: 5-25-17

TYPE OF ENERGY PROJECT (Select One)

- ☒ Existing Pumps/Unit Process Energy Reduction (Complete Sections I & II)
☐ New Unit Process Generating Alternate Source of Energy (Complete Sections I & III)

SECTION I: PROJECT INFORMATION (Attach a street map with the exact project location clearly marked.)

What is the proposed project? (Use a separate page, if necessary)

REPLACE EXISTING STANDARD EFFICIENCY MIXER MOTORS ON
OAB DECK WITH PREMIUM EFFICIENCY MOTORS.

SECTION II: For Existing Unit Process (e.g., pump, blower etc.) Energy Reduction Project

Provide the following information (if upgrading more than one pump/unit process, provide aggregate data based on individual pump/unit process energy analysis).

Current annual energy usage of the unit process (kWh/yr): 463,470 (A)
Projected lower annual energy usage after upgrade (kWh/yr): 405,720 (B)
Energy savings as a % resulting from unit process upgrade (%): 12.46% [(A-B)/A] (C)
Assuming \$0.10/kWh cost of electricity, calculate annual savings (\$/yr): 5,775.00 [(A-B) x \$0.10] (D)
Total project capital cost (\$): 82,000.00 (E)
Calculated cost recovery/payback period (years): 14.2 [E/D] (F)
New Useful life of the proposed asset (years): 40 (G)

New IF F > G, PROJECT IS NOT ELIGIBLE FOR FUNDING

Attach energy reduction analysis that supports the data summary above (SEE ATTACHED)

How will the energy savings be used by the Owner within the Utility Fund? (e.g., user rate reduction etc).

TO PREVENT FUTURE RATE INCREASES, MAINTAIN EXISTING INFRASTRUCTURE
OR

SECTION III: For New Unit Process Generating Alternate Source of Energy Project

Provide the following information

Current annual energy usage of the facility (kWh/yr): _____ (A)
Projected annual energy production from proposed project (kWh/yr): _____ (B)
Energy produced as a % of energy used at the facility (%): _____ [B/A] (C)
Assuming \$0.10/kWh cost of electricity, calculate annual project revenue (\$/yr): _____ [B x \$0.10] (D)
Total project capital cost (\$): _____ (E)
Calculated cost recovery/payback period (years): _____ [E/D] (F)
New Useful life of the proposed asset (years): _____ (G)

New IF F > G, PROJECT IS NOT ELIGIBLE FOR FUNDING

Attach energy reduction analysis that supports the data summary above

How will the energy savings be used by the Owner within the Utility Fund? (e.g., user rate reduction, etc).



Apparatus Repair & Engineering, Inc.

Mr. Ron Meihls
City of Hagerstown
WPC Plant
Hagerstown, MD 21740
Re: OAB Mixer Motors

May 24, 2017
CRQ804323

Mr. Meihls,

We are pleased to offer the following budget pricing to replace the standard efficiency motors of the ~~AOB~~ Mixers with new premium efficient motors.

AR&E Scope of work:

- 1) AR&E will supply the following new Equipment-
 - Qty-5 30hp Premium Efficient Motors rated 93.8 eff. at 100% load, 1800rpm, 324T frame, TEFC, with integral 98w Space Heaters
 - Qty-10 15hp Premium Efficient Motors rated 92.0% eff. At 100% load, 1200rpm, 284-6T frame, TEFC, with integral 98w Space Heaters
 - Qty-15 Motor Couplings with inserts
 - Qty-15 Eaton Motor Circuit Protectors
 - Qty-15 Eaton Thru-Door Handle Mechanisms
- 2) AR&E will perform the following work-
 - a. Replace the existing Klockner-Moeller Motor Circuit Protectors that service the OAB Mixer Motors. Work includes modifying the MCC Doors to accept the new Handle Mechanisms.
 - b. Disconnect and remove the existing motors and couplings.
 - c. Install new motors and couplings.
 - d. Laser-align the new Motors.
 - e. Test run and verify rotation.

Total Price \$82,000.00

Notes:

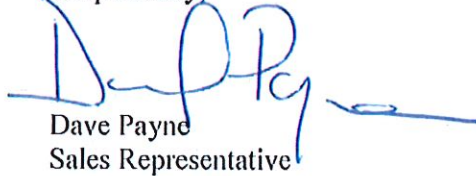
1. Work will be completed on one mixer motor at a time.
2. Energy savings calculations on page-2. ~~AOB~~
3. Includes rigging of old motors off the ~~AOB~~ deck and new ones onto the deck.
4. Old motors will be disposed of by AR&E or turned over to the WPC as directed.

Apparatus Repair & Engineering, Inc.

5. Budget pricing only. Please contact us when you are ready to proceed.
6. Our proposal is based on work performed during standard daytime hours, Monday through Friday.

Thank you for this opportunity to be of service to you and we look forward to your response. If any questions arise, or if any clarifications are necessary, please feel free to contact us at 301-739-8285. You may also reach me on my cell phone at 301-667-5491.

Respectfully,

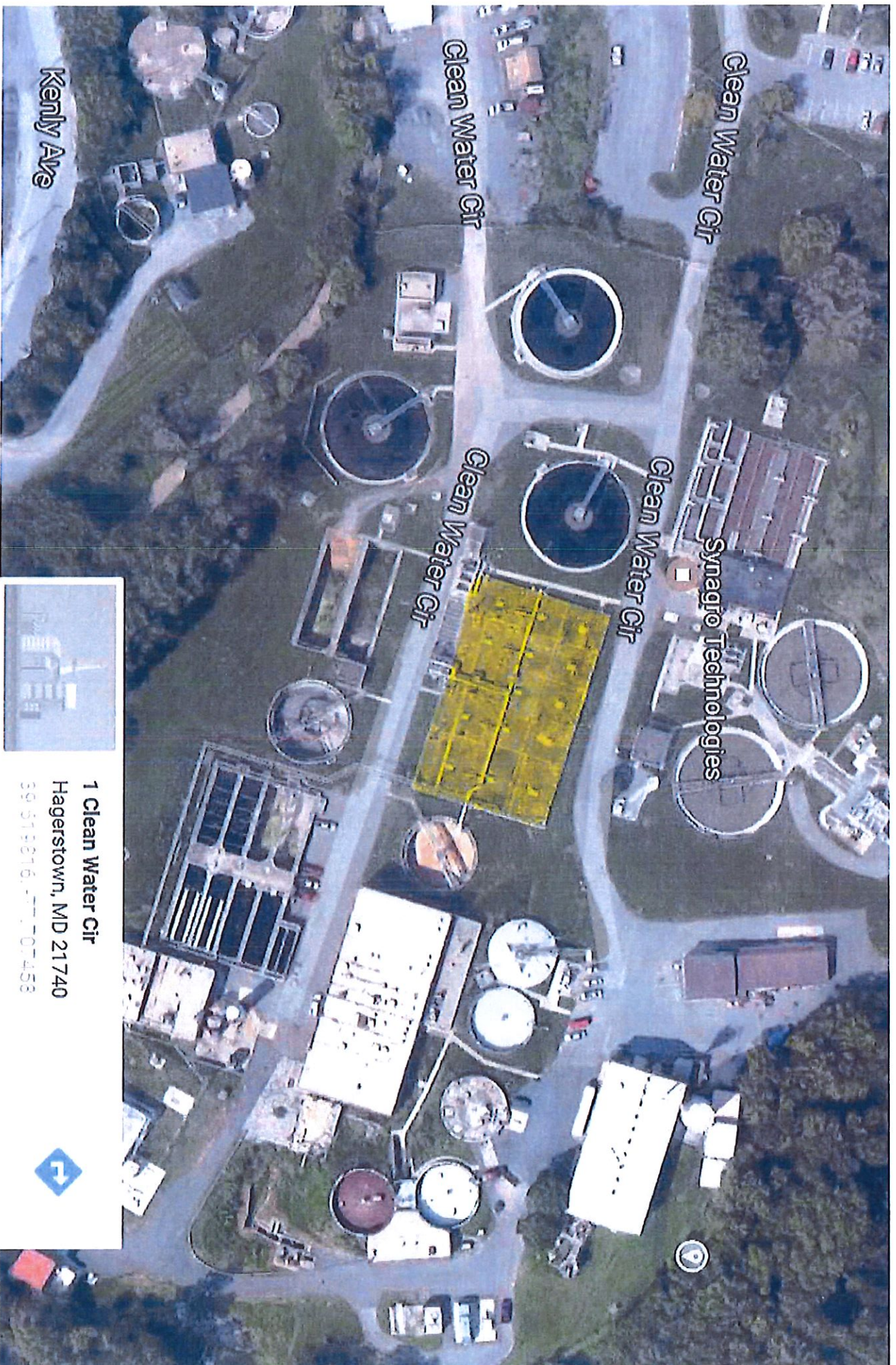


Dave Payne
Sales Representative

Energy savings of Premium Efficient Motors							
Motor HP	Existing Motor Efficiency	New Motor Efficiency	Hours of Operation per day	Utility Rate per kWh	Annual savings per motor	Qty of Motors	Total Annual Savings
30	90.6	93.8	24	0.07	515.00	5	\$2,575.00
15	88.2	92.0	24	0.07	320.00	10	\$3,200.00
Total annual savings:							\$5,775.00

Note: Efficiencies of the existing motors are not listed on the motor nameplate, and that data is no longer available. The values listed above for the existing motors are based on published standards from the US Department of Energy. Values for the new motors are based on Baldor Electric published data for the motors included in our proposal.





Clean Water Cir

Clean Water Cir

Synagio Technologies

Clean Water Cir

Clean Water Cir

Kenly Ave

1 Clean Water Cir

Hagerstown, MD 21740

301.961.6161 • 707.458



MARYLAND DEPARTMENT OF THE ENVIRONMENT
Engineering and Capital Projects Program
1800 Washington Boulevard • Baltimore MD 21230
(410) 537-3000 • 1-800-633-6101 • <http://www.mde.state.md.us>

CONDITIONS OF MDE GRANT AWARD

Project Name: OAB MIXER MOTOR REPLACEMENT Project Number: _____

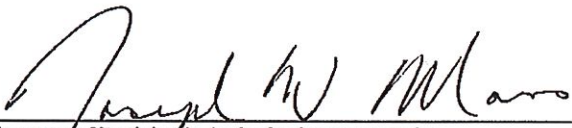
Upon the receipt of grants from the Maryland Department of the Environment (the "Department"), the following conditions are understood and accepted by the applicant as conditions binding upon the recipient organization.

1. The recipient agrees to utilize the State grant funds for the project described in the Application for Financial Assistance and as approved by the State Board of Public Works.
2. The recipient agrees to make a good faith effort to secure sufficient funds to cover all project costs not covered by State grant funds.
3. The recipient agrees to adhere to the schedule submitted in its Application for Financial Assistance and will take all appropriate actions to ensure the project phase (planning, design and/or construction) is initiated within the fiscal year in which the state grant funds are appropriated. Failure to proceed within the funding fiscal year may result in loss of grant funding. The recipient will have an opportunity to re-apply for funding in a future year.
4. The recipient agrees to submit to the Department for review all Architectural/Engineering (A/E) service contracts prior to execution if state grant is to cover the costs.
5. The recipient agrees to select A/E consulting firm(s) for planning, design, construction management/inspection and/or grant management in accordance with pertinent Local, State and Federal laws and regulations.
6. The recipient agrees that it will only award a contract to an A/E consulting firm upon proof of professional liability insurance in an amount reasonable and customary for the services being performed.
7. The recipient agrees not to advertise for bids for construction contracts prior to obtaining written approval of the plans and specifications from the Department.
8. The recipient agrees to provide the Department (if requested) an updated project construction cost estimate prior to advertising for bids for construction.
9. For construction contracts greater than \$100,000, the recipient agrees to procure contractors using formal bidding procedures by advertising the request for bids in publications having appropriate widespread circulation. For contracts less than \$100,000, the recipient has the option to use the small purchase procurement procedures or the formal bidding procedures. For additional information, please contact the Department.
10. The recipient agrees to select the contractor for construction of the project in accordance with applicable Local, State, and Federal laws and not award a construction contract until:
 - a. the contractor has posted a Performance Bond and a Payment Bond for 100% of the contract price (generally applicable to contracts over \$100,000 or as determined by the Department);
 - b. the contractor has signed the assurances provided in the "State Insert" included with the contract documents;
 - c. the recipient can certify that adequate A/E inspection and supervision will be provided at the construction site to ensure project construction conforms with the approved plans and specifications; and
 - d. a written approval to award the contract has been received from the Department.
11. Prior to construction start, the recipient agrees to secure all necessary permits, rights-of-way and easements, and undertake any reasonable action resulting from the environmental, design, permitting or state clearinghouse reviews.
12. The recipient agrees to follow best construction management and inspection practices to construct the project in accordance with plans and specifications approved by the Department.
13. Unless waived by the Department, the recipient agrees to post a project sign in the manner and format prescribed by the Department prior to initiating construction.
14. The recipient agrees to obtain prior written approval from the Department for all change orders that significantly alter the project. Change orders that do not significantly alter the project do not require prior approval; however, they must be submitted to the Department within 30 calendar days of execution if grant is to cover change order costs.
15. The recipient agrees to permit and assist State employees to monitor the project construction during normal working hours.
16. The recipient agrees to allocate sufficient funds and operate and maintain the facilities, in accordance with applicable sections of Title 9 of the Environment Article, for the purposes for which it was constructed.
17. The recipient agrees to provide any reasonable information concerning the project in a manner and form prescribed by the Department.
18. The recipient agrees to seek all payments on a reimbursement basis only, unless otherwise authorized by the Department.
19. The recipient agrees to maintain adequate accounting records for a period of three years following the Department's administrative closeout of the project and make them available to the Department for inspection and audit when requested. The recipient's accounting records will at a minimum provide the following:
 - a. provision that the recipient must provide a detailed budget (breakdown of category and cost) including any advances on costs to be incurred;
 - b. A provision requiring the recipient to provide a schedule of spending (related to the budget detail);
 - c. A provision requiring a deliverable schedule from the recipient (linked to the spending schedule);
 - d. A provision requiring a periodic financial summary (defining expended funds in association with the budgeted categories and schedule of spending);
 - e. A provision requiring the contractor to maintain all records relating to the grant until the grant has been audited or three years from the completion of the project, whichever is earlier; and
 - f. A provision indicating that MDE may audit any records in conjunction with a project at any time, in person, or request that a copy of the records be forwarded to MDE for verification.
20. The recipient agrees to comply with Title VI of the Civil Rights Act of 1964 - no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under program or activity for which the applicant received State grant.



21. The recipient is required to make good-faith efforts to utilize Minority and Women's Business Enterprises (M/WBE) to participate in procurements involving MDE state grant funds. This requirement applies to projects receiving any grant funding from the Bay Restoration Fund and projects receiving more than \$500,000 in any other MDE grant funding. Please visit MDE's website for guidance.
22. The recipient hereby certifies that all project activities will comply with the tax-exempt bond provisions of the Internal Revenue Code and would not constitute a change in use or private activity.
23. For drinking water and sewerage projects, the recipient certifies that the proposed project is consistent with and is included in an approved water and sewerage area as outlined in the County Water and Sewerage Plan adopted by the County governing body pursuant to §9-501, et seq., of the Environment Article.
24. For grant under the "Sewerage Supplemental Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.08 - Water Pollution Control Fund Construction Financial Assistance Regulations.
25. For grant under the "Nutrient Removal Cost-Share Programs", the recipient agrees to adhere to the provisions of the cost-share agreement and contribute local match for each phase of the project accordingly.
26. For grant under the "Water Supply Financial Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.09 - Water Supply Construction Financial Assistance Regulations, to provide salvage rights by the State upon default by the recipient and contribute at least 12.5% of the total eligible project cost as local match. Unless waived by the Department, all costs exceeding 5% of the original total grant/loan award or costs not authorized by the Department are the responsibility of the recipient. The Department may void the grant if construction has not commenced within 6 months of the award for construction and the recipient agrees to repay all funds with interest.
27. For grant under the "Energy-Water Infrastructure Program," the recipient shall comply with the program guidance provided and any regulations promulgated by the Department.
28. For grant under the Bay Restoration Fund Act, the recipient shall be required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, regulations under COMAR 26-03-13, and any applicable bond resolutions.
29. For grant under the Chesapeake and Atlantic Coastal Bays Nonpoint Source Fund, the recipient is required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, and any regulations and directives promulgated thereafter.
30. At the completion of the construction of the project, the recipient agrees to submit, if appropriate to the project, a set of "as built" drawings certified by a professional engineer or a soil conservation district engineer.
31. The recipient agrees to submit a final claim for reimbursement of costs within sixty days of the Department's final inspection of the project.
32. The recipient agrees that the Department may deny any request for funds if the recipient fails to comply with any of the above conditions of financial assistance award.
33. The recipient agrees that the State Board of Public Works may terminate financial assistance upon the recommendation of the Department if the Department determines in its discretion that there is:
- failure to perform without good cause; or
 - gross abuse or corrupt practices in the administration of the project; or
 - poor, non-standard, or unsafe construction procedures; or
 - failure to comply with any of the conditions of grant award or applicable State laws, regulations, or Departmental policies; or
 - failure to adhere with the approved project schedule.
34. The recipient agrees to repay the State (with interest, based on current bond rate and assessed from the date the said funds were received), on demand, any funds received that were misapplied (i.e., not expended in accordance with the terms of these conditions of grant award or applicable State laws, regulations and Departmental policies). In the event that the recipient fails to refund upon demand any misapplied funds, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the misapplied funds plus interest.
35. The recipient agrees to return, within 30 days of a written request by the Department, any excess funds received (i.e., total funding received from several funding sources exceeds 100% of project costs). In the event that the recipient fails to refund upon demand any excess funds released by the State, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the overpayment.
36. The recipient agrees to repay the State, immediately upon demand, the depreciated value (on a straight line basis) of the State grant, if the project assets are sold by a public entity or non-profit entity, to a for-profit entity anytime within 20-years of project completion.

I certify that the information provided with the financial assistance application is true to the best of my knowledge and agree to comply with the above Conditions of MDE Grant Award.


Signature of Recipient's Authorized Representative

7-7-17
Date

JOSEPH W. MOSS, WASTEWATER OPERATIONS MANAGER
Name and Title

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

Topic:

Approval to Proceed with RFP for Student Housing

Mayor and City Council Action Required:

Discussion:

Since the August 22, 2017 Work Session discussion, there have been suggestions about possible modifications to the Priority Area identified on USMH Student Housing Project Area Map included in the RFP.

The motion has been modified to include the Mayor and City Council approval to allow staff in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map prior to posting the RFP.

Financial Impact:

Recommendation:

Motion:

I hereby move that the Mayor and City Council authorize staff in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map and then to post the attached Request for Proposals (RFP) for a developer/partner for the second, pilot housing project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

Action Dates:

DATE OF INTRODUCTION: 8/29/17

DATE OF PASSAGE: 8/29/17

EFFECTIVE DATE: 8/29/17

ATTACHMENTS:

File Name

Description

082917_MCC_Packet_Second_Student_Housing_RFP_REVISED_AND_REDLINE.pdf

Memo - Request
for Proposals
(RFP) - Revised

08/28/2017
Request For
Proposals (RFP)
For
Developer/Partner
for USMH
Student Housing
Project / Catalyst

MCC_Second_Student_Housing_RFP_082917.pdf

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

**TOPIC: REQUEST FOR PROPOSALS (RFP) 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 in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map and then to post the attached Request for Proposals (RFP) for a developer/partner for the second, pilot housing project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

DATE OF INTRODUCTION: 8/29/17

DATE OF PASSAGE: 8/29/17

EFFECTIVE DATE: 8/29/17



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

MEMORANDUM

REVISED/UPDATED 8/28/17: After publishing the materials for the 8/29/17 Mayor and City Council meeting, staff and USMH met to review ideas regarding changing the boundaries of the Priority Area. The team is in agreement to remove the priority area. The RFP has been reworded slightly as a result. The attached redline version shows the final set of changes.

TO: Valerie Means, City Administrator

FROM: Jill Frick Thompson, Director of Community & Economic Development
Kathleen A. Maher, Director of Planning and Code Administration

DATE: August 24, 2017

SUBJECT: Catalyst Project #3 – Request for Proposals (RFP) for Developer/Partner for USMH Student Housing Project

Since the August 22, 2017 Work Session discussion, there have been suggestions about possible modifications to the Priority Area identified on USMH Student Housing Project Area Map included in the RFP.

The motion has been modified to include the Mayor and City Council approval to allow staff in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map prior to posting the RFP.

c: Michelle Hepburn, Finance Director
Eric Deike, Public Works Director
Jon Kerns, Community Development Manager

Catalyst Project #3 – USMH Expansion Support (Housing)
- Request for Proposals (RFP) for Developer/Partner

Introduction

The Community's City Center Plan provides a 10-year roadmap for eight catalyst projects that would spur \$125 million in new investment downtown through partnerships between the public and private sector. Based upon the economic analysis report conducted by our partner firm, Urban Partners, all eight projects are feasible. A summary of the Community's City Center Plan is included as Attachment 1. The full plan can be reviewed on the City web site at www.hagerstownmd.org.

One of the eight catalyst projects, Catalyst Project #3, targets the development of student housing by the private sector to support growth in enrollment by out-of-area students at the University System of Maryland at Hagerstown (USMH). This project positions owners of commercial and mixed-use buildings in the City Center Mixed-Use District (CC-MU) to make available apartment units renovated to a certain standard for a Rent Guarantee Agreement with USMH and the City for student housing. ~~Properties located in the CC-MU area, but outside the Priority Area must provide off-street parking for the residents.~~ Information about USMH is included as Attachment 2, and a Map of the CC-MU district and the [USMH Student Housing Project Priority](#) Area is included as Attachment 3.

To implement this initiative, the City intends to facilitate the development of the first three student housing projects over the next ten years to eventually create units (both shared and not shared) for approximately 24 USMH students. It is anticipated that each model project undertaken by an existing owner with vacant or convertible space will provide updated, secure apartment units for rent to students enrolled in a USMH degree. The City will provide a substantial incentive package for the project, including a Rent Guarantee Agreement by both USMH and the City.

Through a Request for Proposals process, the City of Hagerstown and USMH are soliciting the interest of existing City Center building owners of properties within the CC-MU Zoning District and the [USMH Student Housing Project Priority](#) Area to become the developer/partner for the second model project in Catalyst Project #3.

Background – First Model Project

The first model project was developed at Patterson Hall by Blackwell2, LLC, and the four units were made available for eight students in August 2015. Property owners and developers considering responding to the Request for Proposal for the second model project should gain better understanding of our first model project by watching the following video.

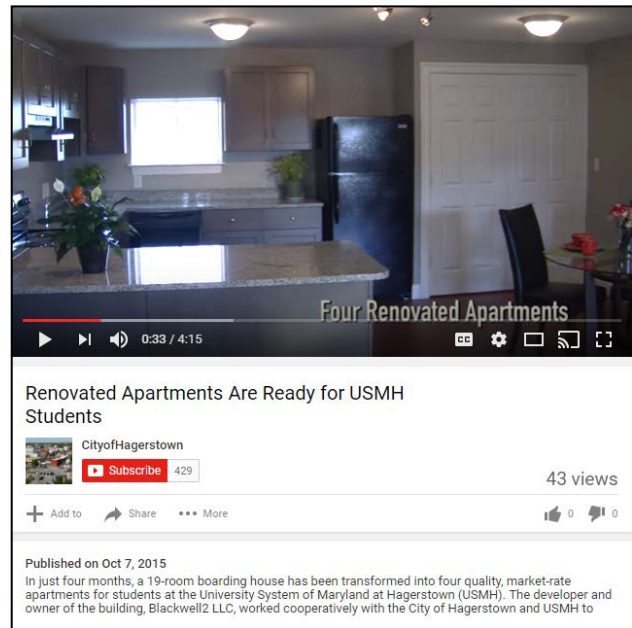
City of Hagerstown

YouTube Channel

Renovated Apartments Are Ready for USMH Students

October 7, 2015

<https://www.youtube.com/watch?v=Zwu5o-GbjSI>



Description of Opportunity

The City of Hagerstown and USMH intend on selecting a developer/partner for the second model student housing project subject to the development conditions detailed below. The City will provide a substantial incentive package for the project, including a Rent Guarantee Agreement with USMH. The Rent Guarantee Agreement with the developer/partner will be for a designated period of time, provided the developer delivers the product prescribed in a Development Agreement with the City. Under the Rent Guarantee Agreement, USMH will forward names of students to the developer/partner for lease of the units in this second model student housing project, and USMH and the City will together guarantee 100% (USMH at 50% and the City at 50%) of the monthly rent for one year for up to a maximum of 5 student units delivered in the first year (see below for delivery guidelines), and 100% of the monthly rent for one year for up to a maximum of 5 additional student units delivered in the second year. See “Available Student Housing Development Incentives” section for a more detailed description.

Project Development Guidelines

This initiative assumes that owners of commercial and mixed-use buildings with vacant, under-utilized, or readily convertible space within approximately two blocks of USMH will renovate or create apartment units for student housing to meet the City’s Partners in Economic Progress Program standards. The target dates for delivery of move-in ready units are March 30, 2019, and March 30, 2020. The following project development guidelines shall apply to this project:

- Units may be of various sizes and bedroom configurations, however a higher percentage of studios and one-bedroom units is preferred. All units must comply with the minimum square footage requirements of the City zoning code:
 - 500 square feet for an efficiency unit
 - 650 square feet for a one-bedroom unit

- 800 square feet for a two-bedroom unit
 - 1,000 square feet for a three-bedroom unit
- It is a requirement of this project that the upper floors of the building be fully secured with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system on the exterior of the building and door release button in each apartment.
- It is desirable if the property has off-street parking spaces available to be designated for the student tenants. Depending on the location of the property, the Rent Guarantee Agreement(s) with the selected developer(s) may require the developer(s) to provide off-street parking for the student residents. If the property is located outside the priority area, off-street parking is required.
- Given the financial incentives being made available to this model project and the Rent Guarantee Agreement guaranteeing lease income to the owner, the preferred rents per student unit will be based on market rates, plus utilities. Rental rates for the two-year initial Rent Guarantee Agreement period must be included in the final proposal and cannot be raised once accepted by USMH and the City.
- The units shall be created or upgraded to comply with the following PEP Program standards:
 - All core building systems brought up to code, including access, electrical, plumbing and mechanical, fire, and energy. This includes installation of a sprinkler system if the building does not contain one.
 - Phone/datacom wiring to each tenant space.
 - Central HVAC system or Ductless mini-split system.
 - Washer and dryer.
 - Wood veneer or solid wood kitchen and bathroom cabinets.
 - Approved solid surface counter tops in kitchen and bathrooms.
 - Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.
 - Outdoor amenities (e.g., balconies, roof top decks, porches, etc.) where possible.

Available Student Housing Development Incentives

Available economic incentives can provide significant benefit to the developer/partner for this model student housing project. Key incentives likely to be applicable include:

- The City of Hagerstown has been awarded \$200,000 in Maryland Community Legacy grant funds to be applied to the renovation expenses to create the units in the second model student housing project. The City may award the \$200,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale.
- Under the Rent Guarantee Agreement, USMH will forward names of students to the developer/partner for lease of the units, and USMH and the City will together guarantee 100% (USMH at 50% and the City at 50%) of the monthly rent for one year for up to a maximum of 5 student units delivered in the first year, and 100% of the monthly rent for one year for up to a maximum of 5 additional student units delivered in the second year. An efficiency apartment and a one bedroom apartment would

each count as 1 student unit. A two bedroom, two bath apartment would count as 2 student units.

While the initial target date for delivery is March 30, 2019, that date is to provide the opportunity for visual inspection and touring by prospective student tenants. The Rent Guarantee does not take effect until August 1, 2019 – July 31, 2020 for the initial 5 student units, and August 1, 2020 – July 31, 2021 for up to a maximum of 5 additional units. While the proposal may exceed 5 student units initially and/or in another year, the 100%* Rent Guarantee applies to only a maximum of 5 student units for each one-year period only.

The Rent Guarantee applies:

- Provided the Developer has made a good faith effort to rent the student unit to referred tenants and has been unable to do so.
 - Provided the Developer has made reasonable efforts for collections for any period of vacancy or non-payment.
 - The rental guaranty payment from USMH and the City shall not include any month for which collections were received, even if late, or for which a replacement student was identified.
- The Developer may elect to apply for the City of Hagerstown Partners in Economic Progress (PEP) Program. Subject to the complete PEP program guidelines and an approved application, incentives available through the PEP program include:
 - a grant-back equal to taxes paid less any other real estate tax credit applicable to Years 1 through 5.
 - Waived permit and plan review fees and fast tracking of plan approval;
 - Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project; and
 - One year free parking and four years with a 50% reduction in parking permit fees to park in City-owned public parking lots or facilities limited to a maximum of one space per residential unit. This incentive may be limited to a lesser number of parking permits and may be limited to specific lots or facilities subject to availability and assignment by the City. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.
 - Full program guidelines apply.

Term of Rent Guarantee Agreement

It is the intent of the City of Hagerstown and USMH to enter into a Rent Guarantee Agreement with the selected developer/partner for the second model project. The City of Hagerstown and USMH reserve the right to terminate the Rent Guarantee Agreement if agreed upon performance measures are not met. While the Rent Guarantee Agreement will expire in 24 months, the student housing referral arrangement with USMH may be extended for an additional agreed upon timeframe, provided USMH remains satisfied with the developer's performance in providing the student housing to USMH students.

Process and Criteria for Selection of Developer/Partner

Selection Process

After receipt of developer submissions for the RFP, the City of Hagerstown and USMH will review these submissions with the intent of selecting the initial developer/partner. The Mayor and City Council and USMH will review the recommended proposals and then authorize negotiations with the selected candidate. The selected candidate(s) should anticipate a public presentation to the Mayor and City Council and USMH.

The City of Hagerstown/USMH and the selected candidate will then enter into a period of negotiation for a detailed development agreement and a detailed Rent Guarantee Agreement. Among other items, these agreements will describe:

Development Agreement

- The specific student unit products to be delivered by the developer.
- The developer's responsibility to document financial capability to complete the development.
- The specific maintenance services to be provided by the developer.
- The required level of communication between the City, USMH and the developer.
- The responsibilities of the City in the timing of development plan reviews.

Rent Guarantee Agreement

- The responsibilities of the City and USMH on guarantee of rents due to any losses experienced due to vacancies.
- The responsibilities of USMH on delivery of potential student tenants for lease by the developer.
- The responsibilities of the developer to lease the units to students.

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

Selection Criteria

Criteria for ranking the Request for Proposals submissions will include:

- Experience in residential development and renovation/adaptive re-use of older buildings.
- Experience in management of multi-family residential properties.
- Quality of the proposed development plan.
- Ability to deliver the product in a timely manner.
- Financial capability to complete development of this type and scale.
- Proximity of the project site to USMH academic buildings and location considerations, ~~and priority may be given to proposals in the Priority Area of 2 linear blocks from Public Square.~~
- Additional consideration will be given to proposals that demonstrate available onsite, off-street parking to be reserved for student residents.
- Additional consideration will be given for any proposal that also proposes the acquisition of a City-owned property through the City's Competitive Negotiated Sale (CNS) process. Available CNS properties are listed at www.hagerstownmd.org/CNS.

- Additional consideration may be given for any other factors that are in the best interest of USMH, USMH students and the City of Hagerstown.

Criteria for ranking the Proposals will include the above, as well as the cost effectiveness of the development proposal.

Material to be Submitted by Interested Developers

Proposals for the Student Housing Project, are due by _____, 2017. Applicants should complete and return the Submission Form and all required attachments.

Attachments – Table of Contents

- Attachment 1 Summary of Community’s City Center Plan
- Attachment 2 About USMH
- Attachment 3 Map of CC-MU and Preferred Student Housing Project Area

vs. 08.~~2516~~.17

City of Hagerstown
Catalyst Project #3 – Request for Proposals (RFP)
for Developer/Partner for Student Housing Project

Submission Form

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

1. The name and legal description of the entity proposing to be the designated developer.

Name
Title
Phone
Email
Legal Company Name
DBA Company Name (if different)
Address
City/State/Zip
Website

Company Description:

2. A detailed description of the ownership structure of the entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity (“principals”). Attach resumes for all principals with 5% or greater ownership.

3. Project Site Information

Property Address:

Is the property located within the CC-MU district?

☐ Yes ☐ No

~~Is the property located within the Priority Area, as displayed as Attachment 3 – Map of CC-MU and Priority Area?~~

~~Does the property have available onsite, off-street parking?~~

~~☐ Yes ☐ No~~

~~If Yes, how many parking spaces are proposed to be reserved for student residents?~~

Number of Student Units Proposed at this Property Address targeted for delivery March 31, 2019 _____

Number of Student Units Proposed at this Property Address targeted for delivery March 31, 2020: _____

(Maximum 5 student units in year 1 (rent guaranteed for one year only), and 5 separate student units in year 2 (rent guaranteed for one year only). Total proposed units may exceed 10, but only 10 total will qualify for the rent guarantee incentive. See "Available Student Housing Development Incentives" section for a more detailed description.)

Description of Units:

Unit 1: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 2: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 3: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 4: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 5: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 6: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 7: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 8: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 9: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 10: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _: _____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms

Delivery Date for Units –

5 initial of 10 units can be delivered as move-in ready on or before March 30, 2019.

☐ Yes ☐ No If not, when? _____

5 additional of 10 units can be delivered as move-in ready on or before March 30, 2020.

☐ Yes ☐ No If not, when? _____

4. Estimated Total Project Costs: \$ _____

Amount of Grant Requested:	Minimum	\$ _____ *
	Maximum	\$200,000

* The City may award the \$200,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale. The maximum grant award as a single project would be \$200,000. Please identify the minimum grant needed that would still allow the project to move forward.

5. A description of how financing would be structured – anticipated mix of debt and equity; expected sources of equity. Please attach lender references.

6. A description of the experience of the entity and/or its principals in the development of multi-family residential products and in the renovation/adaptive re-use of older buildings.
7. Identification of the individuals that will be responsible for management of the construction and management of the leased units.
8. Discussion of the financial capacity of the entity and/or principals to undertake the project and previous evidence of undertaking a minimum \$600,000 development as developer/owner elsewhere.
9. A statement indicating any issues of concern for the submitter in completing the development or leasing the units for student housing.

Required Attachments

Please include as attachments:

- ☐ Lender References
- ☐ Development Plan
- ☐ Detailed Project Budget
- ☐ Floor Plans of Units
- ☐ Description of Amenities and Finishes
- ☐ Examples of product types from other developments

Required RFP Forms:

- ☐ Cover Submission Form (3 copies)
- ☐ Applicants Signature Form (2 copies)
- ☐ Affirmation Form (2 copies)
- ☐ Notice Form – Subject to Maryland Public Information Act (2 copies)

This material should be submitted **by** _____, **2017** to the:

City Clerk's Office
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
Attn: RFP Catalyst Project #3

For questions and clarification of any details of this opportunity, please submit them in writing to:

Tyler French
Finance Department
City of Hagerstown
1 E. Franklin Street

Hagerstown, MD 21740
Email: tfrench@hagerstownmd.org

Written responses will be prepared as an addendum to the RFP and distributed to all applicants in advance of the submittal deadline.

The Community's City Center Plan

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

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

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



1. Office Development and Recruitment:



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

2. Maryland Theatre Expansion Project:



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

3. USMH Expansion Support:



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

FOR MORE INFORMATION, VISIT US ONLINE AT HAGERSTOWNMD.ORG





The Community's City Center Plan

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



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

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



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

6. Expanded Downtown Arts/Events Programming:



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

7. Expanded Operations of the City Farmers Market:



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

8. Expanded and Targeted Home Ownership Support:



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



About University System of Maryland Center at Hagerstown (USMH)

The University System of Maryland at Hagerstown (USMH) opened for classes in 2005 following a \$13.5 million renovation and addition project of the old Baldwin House/Routzahn's Department store complex of historic buildings at 32-48 W. Washington Street. In the nearly 10 years since the facility opened, 1,900 students have graduated from undergraduate, graduate and post-graduate programs offered at the regional higher education center. In the fall of 2017, more than 20 programs of study were available at USMH through seven highly respected state institutions: Coppin State University, Frostburg State University, Salisbury University, Towson University, University of Maryland College Park, University of Maryland Eastern Shore and University of Maryland University College. Programs of study were offered in the fields of nursing, education, business administration, accounting, social work, sociology, psychology, health information management, criminal justice, cybersecurity, investigative forensics, information systems management, hospitality and tourism management and engineering.

The planned additions of nurse practitioner and physician assistant programs in the falls of 2018 and 2019, respectively, have the potential for increases numbers of students seeking housing in the downtown area. Physician assistant programs are highly competitive and will likely draw students from a broad area outside of our local region. These students will need affordable, local housing.

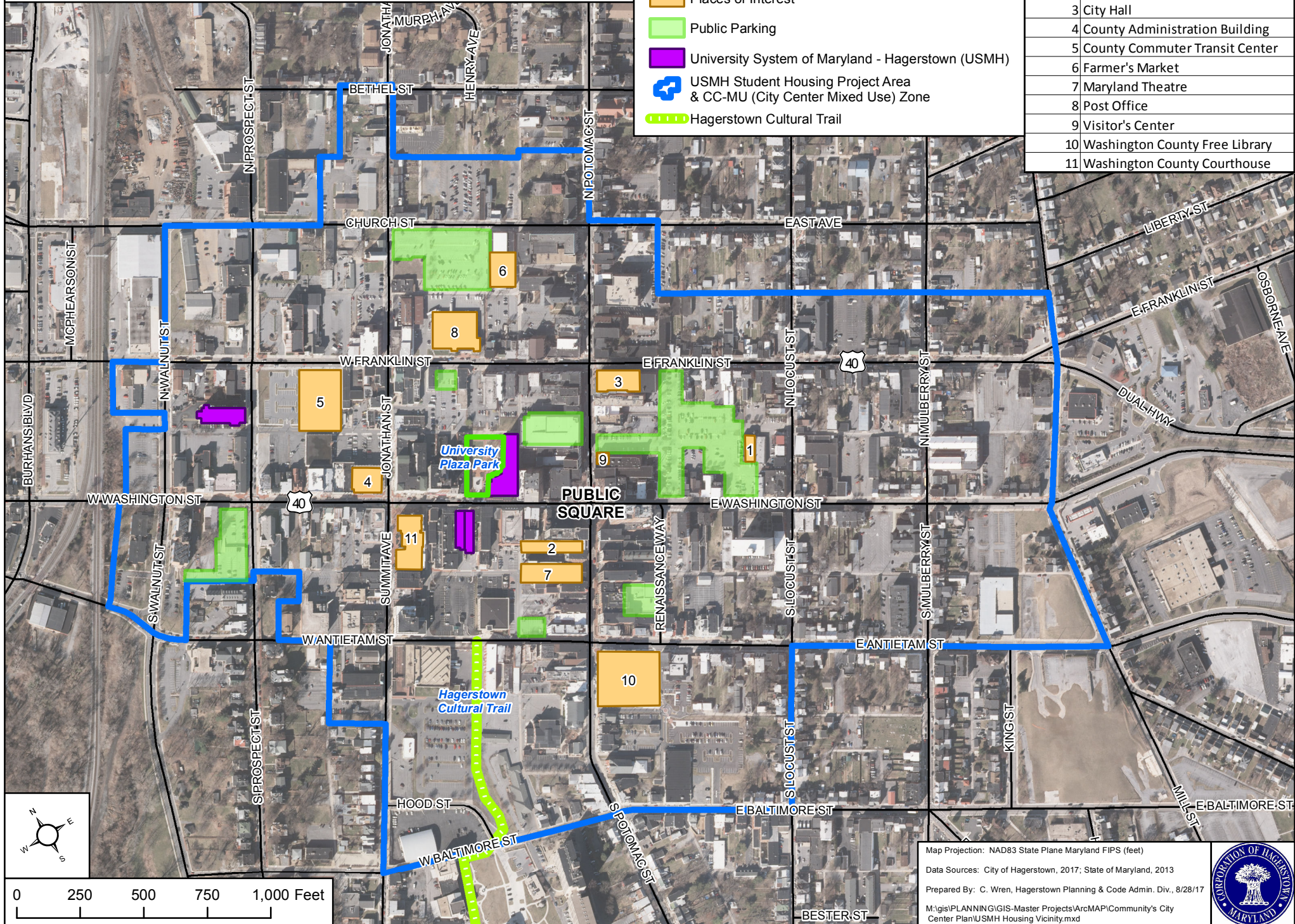
While initially attracting primarily non-traditional, local students, USMH has grown its traditional college-age population to be about 50 percent of total enrollment. Further, students who do not live within commuting distance are enrolling in high-demand, competitive programs, such as nursing, and seeking housing in the local area while they complete their degrees. As planned new programs, which are expected to attract students from a broad geographic region, come to fruition, this housing need is likely to grow. Student enrollment in the fall of 2017 was approximately 500. This number will increase during the next five years as current programs expand and new programs are added.

USMH Student Housing Project Area

Legend

- Places of Interest
- Public Parking
- University System of Maryland - Hagerstown (USMH)
- USMH Student Housing Project Area & CC-MU (City Center Mixed Use) Zone
- Hagerstown Cultural Trail

Number	Place of Interest
1	Academy Theatre
2	Barbara Ingram School for the Arts
3	City Hall
4	County Administration Building
5	County Commuter Transit Center
6	Farmer's Market
7	Maryland Theatre
8	Post Office
9	Visitor's Center
10	Washington County Free Library
11	Washington County Courthouse



Map Projection: NAD83 State Plane Maryland FIPS (feet)
 Data Sources: City of Hagerstown, 2017; State of Maryland, 2013
 Prepared By: C. Wren, Hagerstown Planning & Code Admin. Div., 8/28/17
 M:\gis\PLANNING\GIS-Master Projects\ArcMAP\Community's City Center Plan\USMH Housing Vicinity.mxd



REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

TOPIC: **REQUEST FOR PROPOSALS (RFP) 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 in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map and then to post the attached Request for Proposals (RFP) for a developer/partner for the second, pilot housing project as part of Catalyst Project #3 – University System of Maryland at Hagerstown (USMH) Expansion Support.

DATE OF INTRODUCTION: 8/29/17

DATE OF PASSAGE: 8/29/17

EFFECTIVE DATE: 8/29/17



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Jill Frick Thompson, Director of Community & Economic Development
Kathleen A. Maher, Director of Planning and Code Administration

DATE: August 24, 2017

SUBJECT: Catalyst Project #3 – Request for Proposals (RFP) for Developer/Partner for USMH Student Housing Project

Since the August 22, 2017 Work Session discussion, there have been suggestions about possible modifications to the Priority Area identified on USMH Student Housing Project Area Map included in the RFP.

The motion has been modified to include the Mayor and City Council approval to allow staff in partnership and in agreement with USMH to finalize any changes to the Priority Area identified on the USMH Student Housing Project Area Map prior to posting the RFP.

c: Michelle Hepburn, Finance Director
Eric Deike, Public Works Director
Jon Kerns, Community Development Manager

Catalyst Project #3 – USMH Expansion Support (Housing)
- Request for Proposals (RFP) for Developer/Partner

Introduction

The Community's City Center Plan provides a 10-year roadmap for eight catalyst projects that would spur \$125 million in new investment downtown through partnerships between the public and private sector. Based upon the economic analysis report conducted by our partner firm, Urban Partners, all eight projects are feasible. A summary of the Community's City Center Plan is included as Attachment 1. The full plan can be reviewed on the City web site at www.hagerstownmd.org.

One of the eight catalyst projects, Catalyst Project #3, targets the development of student housing by the private sector to support growth in enrollment by out-of-area students at the University System of Maryland at Hagerstown (USMH). This project positions owners of commercial and mixed-use buildings in the City Center Mixed-Use District (CC-MU) to make available apartment units renovated to a certain standard for a Rent Guarantee Agreement with USMH and the City for student housing. Properties located in the CC-MU area, but outside the Priority Area must provide off-street parking for the residents. Information about USMH is included as Attachment 2, and a Map of the CC-MU district and the Priority Area is included as Attachment 3.

To implement this initiative, the City intends to facilitate the development of the first three student housing projects over the next ten years to eventually create units (both shared and not shared) for approximately 24 USMH students. It is anticipated that each model project undertaken by an existing owner with vacant or convertible space will provide updated, secure apartment units for rent to students enrolled in a USMH degree. The City will provide a substantial incentive package for the project, including a Rent Guarantee Agreement by both USMH and the City.

Through a Request for Proposals process, the City of Hagerstown and USMH are soliciting the interest of existing City Center building owners of properties within the CC-MU Zoning District and the Priority Area to become the developer/partner for the second model project in Catalyst Project #3.

Background – First Model Project

The first model project was developed at Patterson Hall by Blackwell2, LLC, and the four units were made available for eight students in August 2015. Property owners and developers considering responding to the Request for Proposal for the second model project should gain better understanding of our first model project by watching the following video.

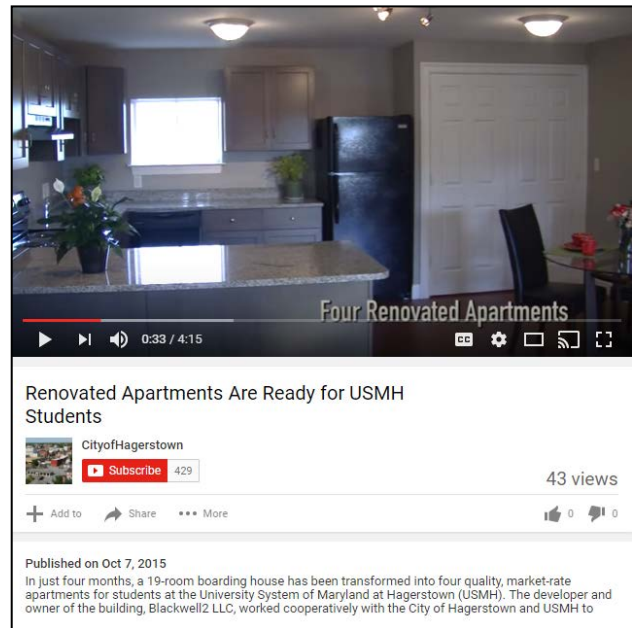
City of Hagerstown

YouTube Channel

Renovated Apartments Are Ready for USMH Students

October 7, 2015

<https://www.youtube.com/watch?v=Zwu5o-GbjSI>



Description of Opportunity

The City of Hagerstown and USMH intend on selecting a developer/partner for the second model student housing project subject to the development conditions detailed below. The City will provide a substantial incentive package for the project, including a Rent Guarantee Agreement with USMH. The Rent Guarantee Agreement with the developer/partner will be for a designated period of time, provided the developer delivers the product prescribed in a Development Agreement with the City. Under the Rent Guarantee Agreement, USMH will forward names of students to the developer/partner for lease of the units in this second model student housing project, and USMH and the City will together guarantee 100% (USMH at 50% and the City at 50%) of the monthly rent for one year for up to a maximum of 5 student units delivered in the first year (see below for delivery guidelines), and 100% of the monthly rent for one year for up to a maximum of 5 additional student units delivered in the second year. See "Available Student Housing Development Incentives" section for a more detailed description.

Project Development Guidelines

This initiative assumes that owners of commercial and mixed-use buildings with vacant, under-utilized, or readily convertible space within approximately two blocks of USMH will renovate or create apartment units for student housing to meet the City's Partners in Economic Progress Program standards. The target dates for delivery of move-in ready units are March 30, 2019, and March 30, 2020. The following project development guidelines shall apply to this project:

- Units may be of various sizes and bedroom configurations, however a higher percentage of studios and one-bedroom units is preferred. All units must comply with the minimum square footage requirements of the City zoning code:
 - 500 square feet for an efficiency unit
 - 650 square feet for a one-bedroom unit

- 800 square feet for a two-bedroom unit
 - 1,000 square feet for a three-bedroom unit
- It is a requirement of this project that the upper floors of the building be fully secured with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system on the exterior of the building and door release button in each apartment.
- It is desirable if the property has off-street parking spaces available to be designated for the student tenants. If the property is located outside the priority area, off-street parking is required.
- Given the financial incentives being made available to this model project and the Rent Guarantee Agreement guaranteeing lease income to the owner, the preferred rents per student unit will be based on market rates, plus utilities. Rental rates for the two-year initial Rent Guarantee Agreement period must be included in the final proposal and cannot be raised once accepted by USMH and the City.
- The units shall be created or upgraded to comply with the following PEP Program standards:
 - All core building systems brought up to code, including access, electrical, plumbing and mechanical, fire, and energy. This includes installation of a sprinkler system if the building does not contain one.
 - Phone/datacom wiring to each tenant space.
 - Central HVAC system or Ductless mini-split system.
 - Washer and dryer.
 - Wood veneer or solid wood kitchen and bathroom cabinets.
 - Approved solid surface counter tops in kitchen and bathrooms.
 - Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchen and bathrooms.
 - Outdoor amenities (e.g., balconies, roof top decks, porches, etc.) where possible.

Available Student Housing Development Incentives

Available economic incentives can provide significant benefit to the developer/partner for this model student housing project. Key incentives likely to be applicable include:

- The City of Hagerstown has been awarded \$200,000 in Maryland Community Legacy grant funds to be applied to the renovation expenses to create the units in the second model student housing project. The City may award the \$200,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale.
- Under the Rent Guarantee Agreement, USMH will forward names of students to the developer/partner for lease of the units, and USMH and the City will together guarantee 100% (USMH at 50% and the City at 50%) of the monthly rent for one year for up to a maximum of 5 student units delivered in the first year, and 100% of the monthly rent for one year for up to a maximum of 5 additional student units delivered in the second year. An efficiency apartment and a one bedroom apartment would each count as 1 student unit. A two bedroom, two bath apartment would count as 2 student units.

While the initial target date for delivery is March 30, 2019, that date is to provide the opportunity for visual inspection and touring by prospective student tenants. The Rent Guarantee does not take effect until August 1, 2019 – July 31, 2020 for the initial 5 student units, and August 1, 2020 – July 31, 2021 for up to a maximum of 5 additional units. While the proposal may exceed 5 student units initially and/or in another year, the 100%* Rent Guarantee applies to only a maximum of 5 student units for each one-year period only.

The Rent Guarantee applies:

- Provided the Developer has made a good faith effort to rent the student unit to referred tenants and has been unable to do so.
 - Provided the Developer has made reasonable efforts for collections for any period of vacancy or non-payment.
 - The rental guaranty payment from USMH and the City shall not include any month for which collections were received, even if late, or for which a replacement student was identified.
-
- The Developer may elect to apply for the City of Hagerstown Partners in Economic Progress (PEP) Program. Subject to the complete PEP program guidelines and an approved application, incentives available through the PEP program include:
 - a grant-back equal to taxes paid less any other real estate tax credit applicable to Years 1 through 5.
 - Waived permit and plan review fees and fast tracking of plan approval;
 - Benefit charges waived for two Equivalent Dwelling Units (EDU's) of water and wastewater per project (at a value of \$13,800) and ability to finance any additional EDU's needed for the project; and
 - One year free parking and four years with a 50% reduction in parking permit fees to park in City-owned public parking lots or facilities limited to a maximum of one space per residential unit. This incentive may be limited to a lesser number of parking permits and may be limited to specific lots or facilities subject to availability and assignment by the City. Existing off-street parking is deducted from the eligible amount, and this benefit is not transferable.
 - Full program guidelines apply.

Term of Rent Guarantee Agreement

It is the intent of the City of Hagerstown and USMH to enter into a Rent Guarantee Agreement with the selected developer/partner for the second model project. The City of Hagerstown and USMH reserve the right to terminate the Rent Guarantee Agreement if agreed upon performance measures are not met. While the Rent Guarantee Agreement will expire in 24 months, the student housing referral arrangement with USMH may be extended for an additional agreed upon timeframe, provided USMH remains satisfied with the developer's performance in providing the student housing to USMH students.

Process and Criteria for Selection of Developer/Partner

Selection Process

After receipt of developer submissions for the RFP, the City of Hagerstown and USMH will review these submissions with the intent of selecting the initial developer/partner. The Mayor and City Council and USMH will review the recommended proposals and then authorize negotiations with the selected candidate. The selected candidate(s) should anticipate a public presentation to the Mayor and City Council and USMH.

The City of Hagerstown/USMH and the selected candidate will then enter into a period of negotiation for a detailed development agreement and a detailed Rent Guarantee Agreement. Among other items, these agreements will describe:

Development Agreement

- The specific student unit products to be delivered by the developer.
- The developer's responsibility to document financial capability to complete the development.
- The specific maintenance services to be provided by the developer.
- The required level of communication between the City, USMH and the developer.
- The responsibilities of the City in the timing of development plan reviews.

Rent Guarantee Agreement

- The responsibilities of the City and USMH on guarantee of rents due to any losses experienced due to vacancies.
- The responsibilities of USMH on delivery of potential student tenants for lease by the developer.
- The responsibilities of the developer to lease the units to students.

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

Selection Criteria

Criteria for ranking the Request for Proposals submissions will include:

- Experience in residential development and renovation/adaptive re-use of older buildings.
- Experience in management of multi-family residential properties.
- Quality of the proposed development plan.
- Ability to deliver the product in a timely manner.
- Financial capability to complete development of this type and scale.
- Proximity of the project site to USMH academic buildings and location considerations, and priority may be given to proposals in the Priority Area of 2 linear blocks from Public Square.
- Additional consideration will be given for any proposal that also proposes the acquisition of a City-owned property through the City's Competitive Negotiated Sale (CNS) process. Available CNS properties are listed at www.hagerstownmd.org/CNS.

Criteria for ranking the Proposals will include the above, as well as the cost effectiveness of the development proposal.

Material to be Submitted by Interested Developers

Proposals for the Student Housing Project, are due by _____, 2017. Applicants should complete and return the Submission Form and all required attachments.

Attachments – Table of Contents

Attachment 1 Summary of Community's City Center Plan

Attachment 2 About USMH

Attachment 3 Map of CC-MU and Preferred Student Housing Project Area

vs. 08.16.17

City of Hagerstown
Catalyst Project #3 – Request for Proposals (RFP)
for Developer/Partner for Student Housing Project

Submission Form

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

1. The name and legal description of the entity proposing to be the designated developer.

Name
Title
Phone
Email
Legal Company Name
DBA Company Name (if different)
Address
City/State/Zip
Website

Company Description:

2. A detailed description of the ownership structure of the entity, identifying all individuals or other legal entities holding 5% or more ownership interest in the proposing entity ("principals"). Attach resumes for all principals with 5% or greater ownership.

3. Project Site Information

Property Address:

Is the property located within the CC-MU district?

☐ Yes ☐ No

Is the property located with the Priority Area, as displayed as Attachment 3 – Map of CC-MU and Priority Area?

☐ Yes ☐ No

Number of Student Units Proposed at this Property Address targeted for delivery March 31, 2019 _____

Number of Student Units Proposed at this Property Address targeted for delivery March 31, 2020: _____

(Maximum 5 student units in year 1 (rent guaranteed for one year only), and 5 separate student units in year 2 (rent guaranteed for one year only). Total proposed units may exceed 10, but only 10 total will qualify for the rent guarantee incentive. See “Available Student Housing Development Incentives” section for a more detailed description.)

Description of Units:

Unit 1:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 2:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 3:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 4:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 5:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 6:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 7:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 8:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 9:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit 10:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms
Unit _:	_____ sf	_____ Efficiency	_____ Bedrooms	_____ Bathrooms

Delivery Date for Units –

5 initial of 10 units can be delivered as move-in ready on or before March 30, 2019.

☐ Yes ☐ No If not, when? _____

5 additional of 10 units can be delivered as move-in ready on or before March 30, 2020.

☐ Yes ☐ No If not, when? _____

4. Estimated Total Project Costs: \$ _____

Amount of Grant Requested:	Minimum	\$ _____ *
	Maximum	\$200,000

* The City may award the \$200,000 grant funds to either a single project or to multiple projects by distributing the funds based on project scale. The maximum grant award as a single project would be \$200,000. Please identify the minimum grant needed that would still allow the project to move forward.

5. A description of how financing would be structured – anticipated mix of debt and equity; expected sources of equity. Please attach lender references.

6. A description of the experience of the entity and/or its principals in the development of multi-family residential products and in the renovation/adaptive re-use of older buildings.
7. Identification of the individuals that will be responsible for management of the construction and management of the leased units.
8. Discussion of the financial capacity of the entity and/or principals to undertake the project and previous evidence of undertaking a minimum \$600,000 development as developer/owner elsewhere.
9. A statement indicating any issues of concern for the submitter in completing the development or leasing the units for student housing.

Required Attachments

Please include as attachments:

- ☐ Lender References
- ☐ Development Plan
- ☐ Detailed Project Budget
- ☐ Floor Plans of Units
- ☐ Description of Amenities and Finishes
- ☐ Examples of product types from other developments

Required RFP Forms:

- ☐ Cover Submission Form (3 copies)
- ☐ Applicants Signature Form (2 copies)
- ☐ Affirmation Form (2 copies)
- ☐ Notice Form – Subject to Maryland Public Information Act (2 copies)

This material should be submitted **by** _____, **2017** to the:

City Clerk's Office
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
Attn: RFP Catalyst Project #3

For questions and clarification of any details of this opportunity, please submit them in writing to:

Tyler French
Finance Department
City of Hagerstown
1 E. Franklin Street
Hagerstown, MD 21740
Email: tfrench@hagerstownmd.org

Written responses will be prepared as an addendum to the RFP and distributed to all applicants in advance of the submittal deadline.

The Community's City Center Plan

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

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

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

HAGERSTOWN



CITYCENTER

1. Office Development and Recruitment:



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

2. Maryland Theatre Expansion Project:



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

3. USMH Expansion Support:



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

FOR MORE INFORMATION, VISIT US ONLINE AT HAGERSTOWNMD.ORG





The Community's City Center Plan

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



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

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



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

6. Expanded Downtown Arts/Events Programming:



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

7. Expanded Operations of the City Farmers Market:



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

8. Expanded and Targeted Home Ownership Support:



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



About University System of Maryland Center at Hagerstown (USMH)







The University System of Maryland at Hagerstown (USMH) opened for classes in 2005 following a \$13.5 million renovation and addition project of the old Baldwin House/Routzahn's Department store complex of historic buildings at 32-48 W. Washington Street. In the nearly 10 years since the facility opened, 1,900 students have graduated from undergraduate, graduate and post-graduate programs offered at the regional higher education center. In the fall of 2017, more than 20 programs of study were available at USMH through seven highly respected state institutions: Coppin State University, Frostburg State University, Salisbury University, Towson University, University of Maryland College Park, University of Maryland Eastern Shore and University of Maryland University College. Programs of study were offered in the fields of nursing, education, business administration, accounting, social work, sociology, psychology, health information management, criminal justice, cybersecurity, investigative forensics, information systems management, hospitality and tourism management and engineering.

The planned additions of nurse practitioner and physician assistant programs in the falls of 2018 and 2019, respectively, have the potential for increases numbers of students seeking housing in the downtown area. Physician assistant programs are highly competitive and will likely draw students from a broad area outside of our local region. These students will need affordable, local housing.

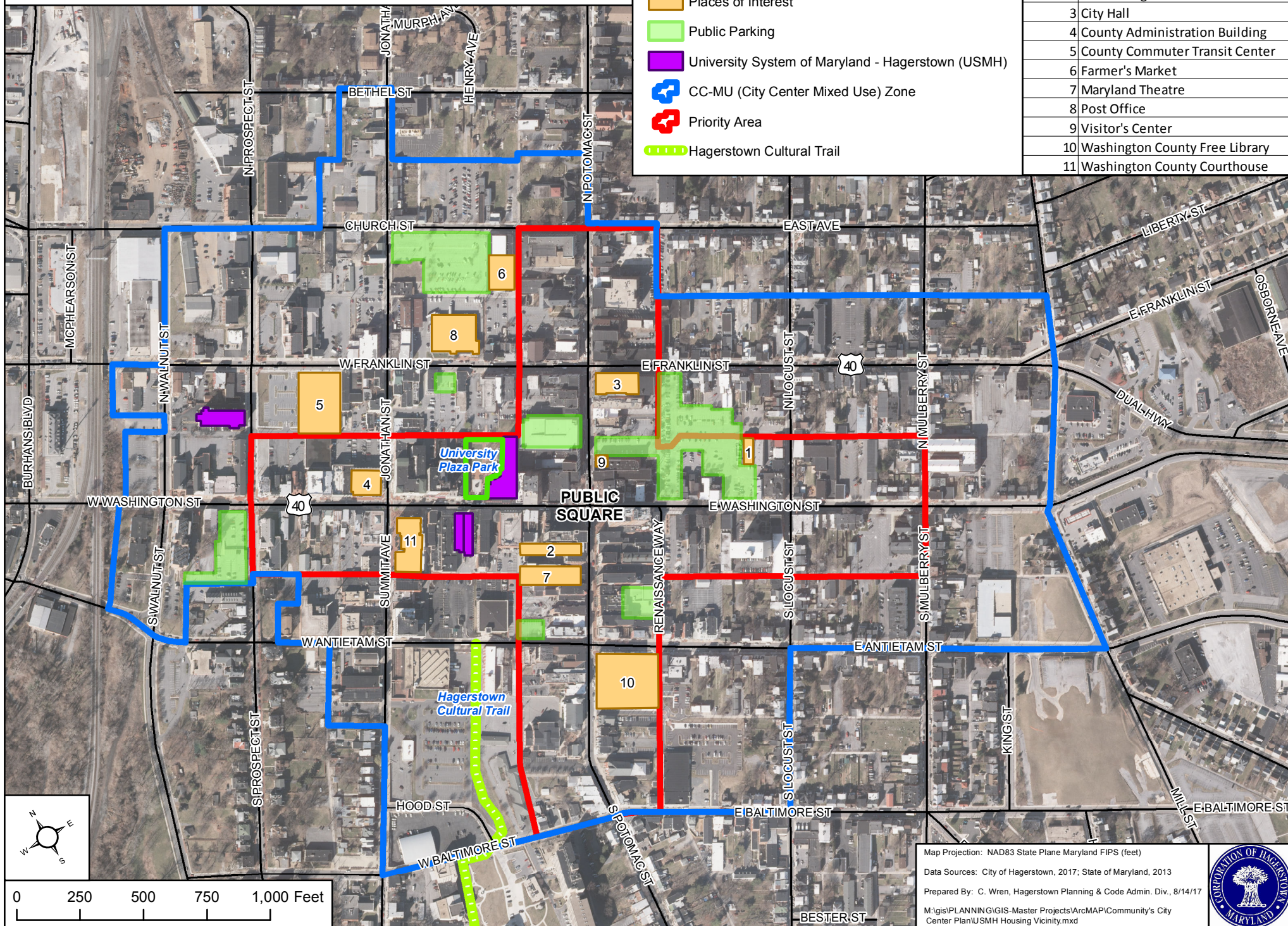
While initially attracting primarily non-traditional, local students, USMH has grown its traditional college-age population to be about 50 percent of total enrollment. Further, students who do not live within commuting distance are enrolling in high-demand, competitive programs, such as nursing, and seeking housing in the local area while they complete their degrees. As planned new programs, which are expected to attract students from a broad geographic region, come to fruition, this housing need is likely to grow. Student enrollment in the fall of 2017 was approximately 500. This number will increase during the next five years as current programs expand and new programs are added.

USMH Student Housing Project Area

Legend

-  Places of Interest
-  Public Parking
-  University System of Maryland - Hagerstown (USMH)
-  CC-MU (City Center Mixed Use) Zone
-  Priority Area
-  Hagerstown Cultural Trail

Number	Place of Interest
1	Academy Theatre
2	Barbara Ingram School for the Arts
3	City Hall
4	County Administration Building
5	County Commuter Transit Center
6	Farmer's Market
7	Maryland Theatre
8	Post Office
9	Visitor's Center
10	Washington County Free Library
11	Washington County Courthouse



Map Projection: NAD83 State Plane Maryland FIPS (feet)

Data Sources: City of Hagerstown, 2017; State of Maryland, 2013

Prepared By: C. Wren, Hagerstown Planning & Code Admin. Div., 8/14/17

M:\gis\PLANNING\GIS-Master Projects\ArcMAP\Community's City Center Plan\USMH Housing Vicinity.mxd



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

Topic:

Approval of Sale of Truck: 1997 Tractor Drawn Aerial Fire Truck

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Sale_of_1997_Aerial_Fire_Truck.pdf

Description

Motion - Sale of Aerial Truck

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: August 29, 2017

TOPIC: **APPROVAL OF SALE OF TRUCK: 1997 Tractor Drawn Aerial Fire Truck**

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

MOTION: I hereby move for Mayor and Council approval of the sale of a 1997 Simon-Duplex/Aerial Innovations Tractor Drawn Aerial, also known as Truck 1 to the Longwood Fire Company of Kennett Square, PA for the sum of \$40,000.00. An additional \$1,500.00 has been offered to cover expenses to deliver the Truck to their facility.

DATE OF PASSAGE: August 29, 2017
EFFECTIVE DATE: August 29, 2017

LONGWOOD



1001 E. Baltimore Pike
Kennett Square, PA 19348

FIRE COMPANY

Emergency Number: 9-1-1
Info Number: (610) 388-6880

FAX (610) 388-7121

August 28, 2017

Chief Steve Lohr
Hagerstown Fire Dept.
25 Church St
Hagerstown, Md. 21740

Chief Lohr,

Thank you for allowing us to inspect your 1997 Simon/Duplex tractor drawn aerial, Vin # 1S91K61J0V1020117. We respectfully submit an offer of \$40,000 dollars to purchase the vehicle as-is.

If our offer is accepted, we would request assistance delivering the vehicle to our Pierce dealership located at 350 Mill Creek Road, Bird in Hand, Pa 17505. We are willing to add an additional \$1,500 to the offer to cover your expenses for the day. We would also like to wire transfer the money if possible.

I can be reached on my cell phone at 610-656-8324 or amccarthy@longwoodfireco.com.

Sincerely,

A.J. McCarthy
Fire Chief