

**88th Regular Session
Mayor and City Council
November 26, 2019
Agenda**

7:00 PM - November 26, 2019 - REGULAR SESSION -*Council Chamber, 2nd Floor, City Hall*

I. CALL TO ORDER

Mayor Robert E. Bruchey, II

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure – *Effective October 22, 2019*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, December 3, 2019 – Work Session at 4:00 p.m.
 - 2. Tuesday, December 10, 2019 – Work Session at 4:00 p.m.
 - 3. Tuesday, December 17, 2019 – Regular Session at 7:00 p.m.
 - 4. Tuesday, December 24, 2019 – *No Meeting*
 - 5. Tuesday, December 31, 2019 – *No Meeting*

V. APPOINTMENTS

- A. Board of Code Appeals
 - Terry Wishard, Term to Expire November 30, 2023
 - Planning Commission
 - Christina Davis, Term to Expire October 31, 2024

VI. PROCLAMATION

- A. Small Business Saturday
 - World AIDS Day – *Michael Jones, Rise Up Hagerstown*

VII. AGENDA ITEM CITIZEN COMMENTS

VIII. MINUTES

(October 1, 2019, October 8, 2019, October 15 2019, October 22, 2019)

IX. CONSENT

B. Parks and Engineering

- 1. Playground and Parks Equipment – Playground Specialists, Inc. (Thurmont, MD) \$25,966.00

2. Potterfield Pool House and Hager House Roof Replacements – Advance Construction, LLC (Smithsburg, MD) \$ 57,450.00
3. Reconditioned 2015 John Deere 8800A Rough Mower – Finch Services, Inc. (Westminster, MD) \$ 26,995.00

C. Police

1. Computer/Network Server – Dell EMC (Round Rock, TX) \$14,995.00
2. NTF Reimbursement for FY20 – Washington County Treasurer (Hagerstown, MD) \$310,000.00
3. Monthly Speed Red Light Camera Charges – American Traffic Solutions, Inc. (Mesa, AZ) \$130,000.00

D. Public Works

1. Landscape Bed and Ground Maintenance Citywide and in Parks – Advantage Landscape & Construction (Hagerstown, MD) \$30,171.69
2. Bulk Diesel and Gasoline Purchase – Petroleum Traders Corporation (Fort Wayne, IN) \$423,328.00

E. Utilities

1. Light – Switch Repair Parts, Wesel Substation – S&C Electric Company (Annapolis, MD) \$71,193.44
2. Wastewater – Temporary Thickening Services – Synagro (Baltimore, MD) \$69,909.81
3. Wastewater – Solids Processing – Pelletizer Improvements – Synagro (Baltimore, MD) \$39,767.00
4. Wastewater – Liquid Oxygen – Air Products and Chemicals, Inc. (Allentown, PA) \$32,000.00
5. Water & Wastewater – Bulk Chemical Purchase – Wastewater Division \$501,118.00 (multiple vendors) and Water Division \$830,164.06 (multiple vendors)
6. Water – Risk and Resiliency Assessment and Emergency Response Plan – Hazen and Sawyer (Baltimore, MD) \$221,227.00

X. UNFINISHED BUSINESS

A. No Unfinished Business

XI. NEW BUSINESS

- A. Introduction of an Ordinance: Chapter 64 Building Construction, Article III
- B. Approval of a Resolution: Policy on Removal of Snow from Sidewalks
- C. Introduction of an Annexation Resolution – I-81/CSX/Halfway Blvd. Right-of-Way, Case No. A-2019-01
- D. Approval of Annexation Plan – I-81/CSX/Halfway Blvd. Right-of-Way, Case No. A-2019-01
- E. Approval of a Resolution: Third Amendment to Agreement with American Traffic Solutions, Inc. for the Purposes of Providing a Digital Red Light Camera System and Related Office Services

- F. Approval of a Resolution: Easement Agreement For Showalter Road Water Main
- G. Approval of a Resolution: Automatic and Mutual Aid Firefighting, Rescue, and EMS Agreement
- H. Approval of Power Services Agreement Amendment No. 7 with First Energy Solutions
- I. Approval of Retainer Agreement for City Legal Services
- J. Approval of Request for Exemption from Chapter 155, Noise
- K. Approval of Municipal Stadium Improvements for the 2020 Season
- L. Approval of Haven Road Sidewalk Project: Reprogramming Local Match Source of Funds
- M. Approval of Application for FY 2021 Program Open Space Projects
- N. Approval of Authorizing the Utilization of EventBrite to Sell Tickets and/or Merchandise at Events

XII. GENERAL CITIZEN COMMENTS

XIII. CITY ADMINISTRATOR'S COMMENTS

XIV. MAYOR AND COUNCIL COMMENTS

XV. 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:

- A. Rules of Procedure – *Effective October 22, 2019*
- B. Use of cell phones during meetings is restricted.
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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:

Board of Code Appeals

Terry Wishard, Term to Expire November 30, 2023

Planning Commission

Christina Davis, Term to Expire October 31, 2024

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Small Business Saturday

World AIDS Day – *Michael Jones, Rise Up Hagerstown*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

(October 1, 2019, October 8, 2019, October 15 2019, October 22, 2019)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Playground and Parks Equipment – Playground Specialists, Inc. (Thurmont, MD) \$ 25,966.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Consent_Agenda_Motion.pdf

Parks_and_Engineering_-_Parks_and_Playground_Equipment.pdf

Description

Motion - Consent

Consent Form - Playground
Equipment

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 26, 2019

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.”

COMMENTS

(1) DEPARTMENT MANAGER:

The Wabash benches, tables and trash receptacles match what we presently have in our parks. Playground Specialists is the only Wabash dealer in our area.

This purchase will close out two POS grants that were awarded specifically for Park Amenities.

The City of Hagerstown is a member of Sourcewell (formerly called NJPA), a municipality purchasing tool giving 10% off the list prices.


Signature/Date
11/14/19

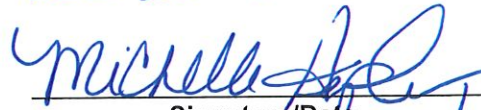
(2) PURCHASING AGENT:

Recommend Approval.


Signature/Date
11/15/19

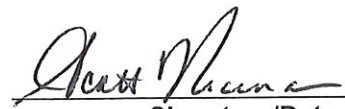
(3) FINANCE MANAGER:

Recommend approval to treat this as sole source so that keep the park equip all as Wabash.


Signature/Date
11/15/19

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval


Signature/Date
11/15/19

**City of Hagerstown
Mayor and Council
Purchase/Contract Information
Meeting of 11/26/19**

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

Originating Department: Parks and Engineering By: Rodney Tissue
Account Number: 1050007 603549 (\$49,500) Account / Project Name: Potterfield Pool House
0145000 5372 (\$7,950) Roof Replacement FY20
Budget Amount: See back Account Balance: See back Year: 19/20 CIP Control No. 822
Unbudgeted \$: See back Source of Funds: CDBG Funded (pool) and Operating Budget (Hager
Park)

Quantity	Description	Value
L.S.	Base Bid – Furnish and install pool house roof and siding materials	\$49,500.00
L.S.	Alternate Bid – Furnish and install portion of City-owned residence roof in Hager Park	\$7,950.00

TOTAL VALUE OF PROJECT: \$57,450.00

ABOVE TO BE USED FOR:

Roof replacements.

Recommended Vendor:

Business Name: Advance Construction LLC
Address: 21800 Old Forge Road
City, State: Smithsburg, MD 21783
Bid/Proposal/Quote No.: RFP-19-PP-22

OTHER VENDORS:

Firm	City/State	Total Amount
Bonded Applicators	Hagerstown, MD	\$153,000.00
Summerlin Contracting	Gaithersburg, MD	\$101,540.00

(1) Department Manager

Staff recommends awarding the project to Advance Construction LLC in the amount of \$57,450.00

Funding for the Pool House roof is taken from Community Development Block Grant funds.

Funding for the Hager House roof is from operating budget #0145000-5372 for building improvements.

 11/14/19

Signature / Date

(2) Purchasing Agent:

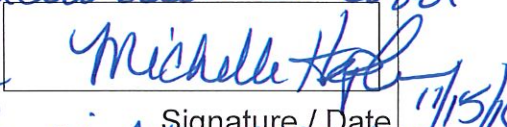
Recommend Approval.
Will need all vendor documents, as
Vendor not currently set up in MUNIS.

 11/15/19

Signature / Date

(3) Finance Manager:

Recommend approval. This will be funded for the pool
with CDBG money. There is adequate funding in
total CDBG with a transfer between activities to cover
the pool work. There is adequate
funding in the FY20 approved budget in G-CP for
roof at Hager House.

 11/15/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 11/15/19

Signature / Date



Hager Park House Roof

COMMENTS

(1) DEPARTMENT MANAGER:

The \$35,000 was originally budgeted to purchase a replacement 2004 Cushman sprayer, however, our needs have changed. The sprayer is still functioning so we would like to defer purchasing a replacement and, instead, purchase a multi-purpose mower to continue the aggressive maintenance of our golf course and reduce the time it currently takes to mow. (The amount of \$7,583.73 was already used to purchase a Gator.)

Finch Services is the only company we know of at this time that offers reconditioned equipment. The only other alternative is to purchase a new mower which would cost approx. \$60,993.

Mark Haddock 11/14/19
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason L. Miller 11/15/19
Signature/Date

(3) FINANCE MANAGER:

Recommend approval. Can not do a formal bid on refurbished & used vehicles because inventory varies greatly from vendor to vendor. Michelle 11/15/19
Can utilize purchasing alliance discounts for this purchase?
adequate funding is in the 1/22 approved bud for the ~~mower~~ mower.

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Scott Newman 11/15/19
Signature/Date

COMMENTS

(1) DEPARTMENT MANAGER:

Chap Paw Ky 11/1/19

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jacort T. Miller 11/15/19

Signature/Date

(3) FINANCE MANAGER:

Recommend approval. This purchase will be covered with a federal grant awarded for a total \$212K.

Michelle Hopkin 11/15/19

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Scott Thewissen 11/15/19

Signature/Date

COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for FY20 to Washington County for Narcotics Task Force Expenses.

Chy Pawk 11/25/19

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason T. Miller 11/15/19

Signature/Date

(3) FINANCE MANAGER:

Recommend approval.

Michelle H. Curry 11/15/19

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Shatt Newman 11/15/19

Signature/Date

2015 AGREEMENT CREATING AND GOVERNING THE
WASHINGTON COUNTY NARCOTICS TASK FORCE

THIS AGREEMENT (*Agreement*) made this 30th day of November, 2015, by and between the State's Attorney for Washington County, Maryland (*State's Attorney*), the Board of County Commissioners of Washington County, Maryland (*County*), the Mayor and Council of the City of Hagerstown, Maryland (*City*), and the Sheriff of Washington County, Maryland (*Sheriff*).

RECITALS

It has been determined by the parties hereto that, as governmental units and entities with responsibilities for the enforcement of the criminal law respecting controlled dangerous substances, they can make a more efficient use of their powers and resources, and thereby provide a higher quality of law enforcement service to the public, through cooperation of the parties and the formation of a Joint Task Force to be known as the Washington County Narcotics Task Force (*NTF*).

The parties entered into an Agreement Creating the Washington County Narcotics Task Force (*Original Agreement*) dated October 7, 1986. Thereafter, the parties amended the Original Agreement and entered into an Amended Agreement Creating the Washington County Narcotics Task Force (*Amended Agreement*) dated July 28, 2004.

The parties now wish to revoke the Original Agreement and the First Amended Agreement and replace them with this Agreement, which revises, updates, and restates the accord between the parties governing the creation and operation of the NTF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is declared to be the coordination of a multi-agency law enforcement unit, the manpower and other resources of which shall be directed at controlled dangerous substance violations.

It is the intent of the parties to agree upon joint and common utilization of

FEB 24 2016

MAR 02 2016

training and support functions as well as the pooling of investigative resources.

It is the further intent of the parties that NTF shall conduct investigations into the financial activities of those who violate controlled dangerous substance laws, with a view to seizing such assets that are deemed contraband and subject to forfeiture under Maryland Code, Criminal Procedure Article, Title 12.

The Original Agreement and the Amended Agreement are hereby revoked and of no further force and effect.

II. SOURCE OF POLICE AUTHORITY

As NTF will be staffed by officers from the Hagerstown City Police Department (HPD) and the Washington County Sheriff's Office, the only change in police power necessary to effectuate this Agreement concerns those officers from the HPD. Pursuant to the authority bestowed by Maryland Code, and subject to the terms and conditions of the Memorandum of Understanding between the City of Hagerstown and the County dated July 30, 2014 concerning the deputization of HPD officers, the Sheriff shall appoint each member of the NTF drawn from the HPD. as a special deputy with all police powers which accompany said office in accordance with Maryland Code, Courts and Judicial Proceedings, §2-309 (w)(4), or as it may be amended from time to time.

III. ORGANIZATION

A. Governing Board.

There shall be a "Governing Board" whose members shall be:

- (a) The State's Attorney for Washington County, Maryland;
- (b) The Sheriff of Washington County, Maryland; and
- (c) The Chief of Police of the City of Hagerstown, Maryland.

The Governing Board shall have absolute supervisory authority over the activities of NTF.

B. Member Agencies.

The Member Agencies of NTF are the Washington County State's Attorney's Office, the City of Hagerstown Police Department, and the Washington County Sheriff's Office.

C. Personnel.

Each of the member agencies shall contribute personnel to NTF in the

following numbers:

1. Washington County State's Attorney's Office:
Two (2) Prosecutors;
Two (2) Senior Office Associates; and
One (1) Office Associate (currently this salary is reimbursed by the Drug Enforcement Agency per agreement).
2. Washington County Sheriff's Office:
Five (5) Police Officers- (to include one officer who is designated a supervisor);
One (1) Gang Investigator; and
(One) (1) Gang Analyst.
3. City of Hagerstown Police Department:
Five (5) Police Officers (to include one officer who is designated a supervisor); and
One (1) Gang Investigator.
4. Washington County Government:
One (1) Intelligence Analyst

As determined by a majority vote at a regularly scheduled meeting, the Governing Board may alter the composition of the above named personnel contributions from time to time as needed.

The respective sponsoring governmental units shall retain full responsibility for the compensation, retirement, insurance benefits, and discipline of their own personnel. The City agrees that it shall reimburse the County one-half (1/2) of the costs of the salary of the two (2) prosecutors assigned to the NTF, two (2) of the Senior Office Associates assigned to the NTF, and the Intelligence Analyst.

It is recognized by the parties hereto that officers and personnel assigned to NTF, who have had no previous special instruction in narcotics law enforcement methods will, of necessity, require such training as soon as practicable. Training periods required for personnel new to narcotics investigations shall in no way be considered as a diminution of the personnel contribution of a Member Agency. Furthermore, refresher courses and training seminars, for all personnel assigned to NTF, shall be encouraged by the Governing Board. NTF shall bear the expenses of such training, refresher courses and seminars through the budget of NTF.

D. Supervision.

There shall be appointed by the Governing Board an NTF Director who shall have the responsibility for the day-to-day command and administration of NTF activities. Said Director shall be one of the law enforcement officers as defined by Maryland Code, Public Safety Article, Title 3, *et seq.*, assigned to NTF. It is the intention of the parties that no single member law enforcement agency shall govern NTF. To this end, each member law enforcement agency shall take alternate turns to provide a director of NTF. Further, said director's term of office shall be for a term of two (2) years, at the end of which the Governing Board shall appoint a successor from a different member law enforcement agency. Extension of said term may be approved by a majority of the Governing Board for a period not to exceed six (6) months.

IV. FUNDING

A. Equipment.

The Governing Board may provide for the allocation of existing equipment for use by NTF during the term of its organization. The Governing Board may also elect, after securing such approval as may be necessary from the funding body of the individual member agencies, to call for contributions from the Member Agencies for the purchase of expendable equipment.

B. Operating Expenses.

The County, the City, the State's Attorney, or Sheriff may provide for in-kind contribution of such items as office space, utilities, gasoline, telephone costs, etc., in such proportion as they deem necessary and appropriate.

The Governing Board shall promulgate and approve a written policy providing for a strict accounting for inventory and for detailed procedures pertaining to the expenditure, disbursement, receipt, and handling of funds and the maintenance of records of such transactions. The policy shall call for an annual audit to be conducted of both the inventory and cash fund systems under such conditions as the Governing Board may require. All purchases will be conducted through the County's Purchasing System using County purchasing guidelines.

C. Budget.

The parties agree that the Governing Board shall submit an Annual Budget to

the County in accordance with the budget policies of the County. The Annual Budget shall also be presented for approval to the City. The funding for NTF shall be divided equally between the City and the County. The City and the County shall have the final approval of the Annual Budget for NTF, which shall be administered by the County.

V. GOVERNING BOARD POWERS AND AUTHORITY

A. Powers.

The Governing Board shall establish policy, promulgate rules and regulations, set guidelines, and otherwise provide for:

1. The manner and method of conducting investigations by the personnel of NTF covered by this Agreement;
2. The method of assigning personnel to and from NTF;
3. The manner in which purchases shall be made in accordance with existing policies and laws as from time to time may be amended;
4. The manner in which, upon dissolution of NTF, any surplus investigative funds or equipment are to be returned in proportion to the contributions made by the participating governmental units;
5. The establishment of strict accountability for all funds and the manner in which reports, including an annual independent audit of all receipts and disbursements shall be prepared and presented to each participating governmental unit;
6. The manner in which forfeited funds are disbursed to NTF, or other law enforcement entities, for equipment purchase,, training, and personnel; and
7. Any other necessary and proper matters agreed upon by the Member Agencies.

B. Authority.

It is agreed by the parties that each member of the Governing Board shall have one (1) vote which shall be cast at regularly scheduled Governing Board meetings, when a vote is necessary or appropriate under this Agreement. In cases of emergency, a vote may be held between meetings by conference call, said vote to be ratified at the next scheduled meeting of the Governing Board.

VI. TERMINATION

Any of the parties to this Agreement shall have the absolute right to terminate this Agreement by providing sixty (60) days written notice to the other parties to this Agreement. Reasonable time shall be allowed for NTF personnel to complete pending investigations and prosecution.

In the event this Agreement is terminated, the equipment, personal property, accounts, money, currency, and other property, tangible or otherwise, provided to NTF by the City, County, Sheriff, or the State's Attorney, shall be distributed as follows. First, any property which is clearly identifiable as City, County, Sheriff, or State's Attorney's property shall be returned or distributed to the City, County, Sheriff, or State's Attorney respectively. Any other property, including but not limited to personal property, accounts, money, currency, cash, or other property, tangible or otherwise which has been acquired by NTF shall be distributed equitably between the City, County, Sheriff and/or State's Attorney; a plan of disposition of said property shall initially be established by the Governing Board, subject to the final approval of the City and County.

This section shall not control the disposition of forfeiture proceeds. Forfeiture proceeds shall be controlled by an Amended Agreement Regarding Forfeiture of Contraband and Distribution of Proceeds dated July 28, 2004, or as amended from time to time. A copy of the Amended Agreement Regarding Forfeiture of Contraband and Distribution is attached hereto and all applicable provisions are incorporated herein by reference and made a part hereof.

In the event a dispute arises over the distribution of any property of NTF, including forfeiture proceeds, the parties hereto agree that any such dispute shall be submitted to arbitration with the American Arbitration Association in accordance with its rules, regulations, and procedures. The parties agree to be bound by the arbitration panel's decision.

The initial term of this Agreement shall be the fiscal year July 1, 2015 through June 30, 2016. If this Agreement is not terminated in accordance with the provisions of this Agreement, it shall be automatically renewed.

VII. INSURANCE, BENEFITS, AND BONDING

Each Member Agency providing personnel to NTF shall be responsible for maintaining adequate insurance coverage upon its personnel assigned to said NTF in the same manner as for other officers and deputies who are employees of the Member Agencies. Such insurance shall include, where applicable,

unemployment compensation, workers' compensation, general and law enforcement liability, errors and omissions, life, health, major medical, and any other insurance coverage normally extended to such officers, deputies, or employees pursuant to their benefits package with their respective employers.

VIII. MODIFICATION

This Agreement may be modified at any time with the unanimous consent of the parties. No modification shall be effective unless made in writing and executed and approved with the same formality as this Agreement.

IX. SEVERABILITY

If any provision herein shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

X. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, terms, and provisions of this Agreement shall apply to, bind, and be obligatory upon the parties, their successors and assigns, or any of them, whether so expressed or not.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN
MARYLAND

Donna K. Spickler
Donna K. Spickler, Clerk

BY: David S. Gysberts (SEAL)
David S. Gysberts, Mayor

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND

Vicki C. Lumm
Vicki Lumm, Clerk

BY: Terry L. Baker (SEAL)
Terry L. Baker, President

WITNESS:

[Signature]

[Signature] (SEAL)
Charles Strong
State's Attorney for Washington County,
Maryland

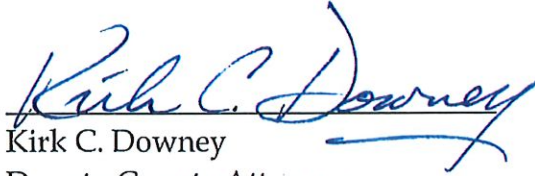
Andrew C. Wypard

[Signature] (SEAL)
Douglas Mullendore
Sheriff for Washington County,
Maryland

[Signature]

[Signature] (SEAL)
Paul J. Kifer
Acting Chief of Police for the
City of Hagerstown

Approved for execution
by the County:

A handwritten signature in blue ink, reading "Kirk C. Downey". The signature is written in a cursive style with a large initial "K" and a long, sweeping underline.

Kirk C. Downey
Deputy County Attorney

Do Not Complete This Section:

APPROVED FOR:

CONSENT AGENDA

NEW BUSINESS

Originating Department Police By Chief Paul J. Kifer

Account No. 0110408 5329 Account/Project Name Red Light Camera Charges

Budget Amount \$ 110,295 Account Balance \$ 149,988 Year 2019 / 2020 C.I.P. Control No. _____

Unbudgeted * \$	Source of Funds	Red Light Camera Revenue
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***(See Department Manager's Comments)**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>VALUE</u>
10	Monthly Speed Red Light Camera Charges	\$ 130,000.00

TOTAL VALUE **\$ 130,000.00**

ABOVE TO BE USED FOR:

September, 2019 - June, 2020 Red Light Camera Charges

RECOMMENDED VENDOR:

BUSINESS NAME: American Traffic Solutions, Inc.

ADDRESS: 1150 N. Alma School Road

CITY, STATE: Mesa, Arizona 85201

BID/PROPOSAL/QUOTE NO.: _____ (Circle one)

OTHER VENDORS:

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

Cheryl Pawley 10/1/19
Signature/Date

(2) PURCHASING AGENT:

Recommend approval.

Joan L. Miller 11/15/19
Signature/Date

(3) FINANCE MANAGER:

Recommend approval for continuation of contract.

Michelle Hopson
Signature/Date 11/15/19

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Scott Newbarn 11/15/19
Signature/Date

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF A THIRD AMENDMENT TO AGREEMENT WITH
AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY
FOR THE PURPOSES OF
PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM
AND RELATED OFFICE SERVICES**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-202.1 (“the Code”) authorizes the use of traffic control signal monitoring systems (“Red Light Camera Systems”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, American Traffic Solutions, Inc. d/b/a Verra Mobility (“ATS”), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

WHEREAS, Howard County, Maryland (“Howard County”) entered into a written agreement with ATS on or about January 5, 2016 for the provision of a Red Light Camera System in Howard County (the “Howard County Agreement”), after a competitive bid process;

WHEREAS, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City’s membership and participation in the Regional Automated Enforcement Center (“RAEC”);

WHEREAS, the City entered into agreements with both ATS (“the ATS Agreement”) and Howard County which provide for the benefits of Howard County Agreement, as well as Howard County’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City’s use of the RAEC;

WHEREAS, the ATS Agreement expired on December 31, 2017, but was extended until December 31, 2018 by the parties by virtue of a First Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the First Amendment to Agreement expired on December 31, 2018, but was extended until December 31, 2019 by the parties by virtue of a Second Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the City and ATS wish to extend the terms of the ATS Agreement until December 31, 2020; and

WHEREAS, attached hereto and incorporated herein is a Third Amendment to Agreement between the City and ATS to secure ATS's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City. The Third Amendment is effective for a one-year period beginning on January 1, 2020 and ending on December 31, 2020, subject to rights of termination by either party as set forth in Howard County Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Third Amendment to Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**THIRD AMENDMENT TO AGREEMENT
BETWEEN CITY OF HAGERSTOWN, MARYLAND
AND AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY**

This Third Amendment ("Amendment") is effective as of the date of final execution hereof and entered into between the City of Hagerstown, a municipal corporation of the State of Maryland ("Municipality") and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation (herein "ATS").

WHEREAS, ATS entered into an agreement with Howard County, Maryland as of January 5, 2016 (hereinafter the "Howard County Agreement"); and

WHEREAS, the Municipality and ATS entered into an Agreement, subject to the terms and conditions of the Howard County Agreement, effective January 5, 2016, which was amended by the First Amendment to Agreement dated as of December 12, 2017 and then by the Second Amendment to Agreement dated as of January 11, 2019 ("Agreement"); and

WHEREAS, the Municipality and ATS wish to modify and amend certain terms and conditions of the Agreement; and

WHEREAS, Section 3.2 of the Howard County Agreement allows seven (7) one-year renewal options; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Agreement, the parties hereto agree as follows:

1. The Agreement is hereby extended for a one-year period beginning January 1, 2020, and ending December 31, 2020. The parties specifically preserve the right to terminate the Agreement, per paragraphs 3.1 and 5 of the Howard County Agreement.
2. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY

CITY OF HAGERSTOWN

By: _____
Elizabeth Caracciolo Date
EVP/GM, Government Solutions

By: _____
Robert E. Bruchey, II Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: Various Account / Project Name: Ground Services
Budget Amount: See Comments Account Balance: See Comments Year: 19/20 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Landscape Bed and Ground Maintenance of Various Locations Citywide	\$20,171.69
1	Landscape Bed and Ground Maintenance in Parks	\$10,000.00

TOTAL VALUE OF PROJECT: \$30,171.69

ABOVE TO BE USED FOR:

Weed control and landscaping in numerous right-of-ways, traffic islands and parking lots.

The Parks & Engineering Department will use the services of Advantage Landscape & Construction on an as-need basis. The \$10,000 is an estimate of costs to meet those needs.

Recommended Vendor:

Business Name: Advantage Landscape & Construction

Address: 12936 Salem Ave.

City, State: Hagerstown, MD 21740

Bid/Proposal/Quote No.: RFP-19-GM-23

OTHER VENDORS:

Firm	City/State	Total Amount
Greenskeeper	Hagerstown, MD	\$28,370.00
Native Terrain	Fallston, MD	\$67,428.65

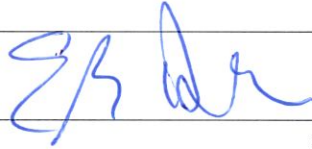
(1) Department Director: In total, there is sufficient funding in the FY20 approved budget to cover this service. Each of the General Fund departments have sufficient funding within each respective accounts. While the Parking Fund does not have \$4,000 in this particular account line item remaining, there is sufficient funding within the total overall FY20 budget to cover these costs.

PW/Stormwater - \$16,172

Parking Fund - \$4,000

Parks - \$5,000

The exact breakdown and dollars may vary and be higher than above based on total usage and need for these services.

 11/2/19

Signature / Date

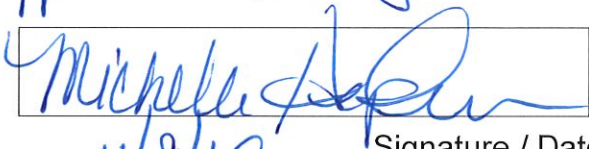
(2) Purchasing Agent:

Recommend Approval.  11/8/19

Signature / Date

(3) Finance Director:

Recommend approval of this service. There is adequate funding identified and/or included in the FY20 approved budget.

 11/8/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 11/15/19

Signature / Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: xxxx-5431 Account / Project Name: Fuel Inventory
Budget Amount: \$423,328 Account Balance: \$315,132 Year: 19/20 CIP Control No. NA
Unbudgeted \$: — Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 90,000 gallons per year)	*\$1.9176/gal
1 each	Bulk Gasoline Purchase (est. 110,000 gallons per year)	*\$1.6738/gal

*Excludes Taxes per the Bid Documents

TOTAL VALUE OF PROJECT: **\$423,328

**1 full year budget

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Petroleum Traders Corporation
Address: 7120 Pointe Inverness Way
City, State: Fort Wayne, IN 46804
Bid/Proposal/Quote No.: Washington County PUR-1444

OTHER VENDORS:

Firm	City/State	Total Amount
AC&T	Hagerstown, MD	\$1.9461/gallon Diesel Fuel
AC&T	Hagerstown, MD	\$1.7427/gallon Gasoline
Colonial Oil Industries	Savannah, GA	\$1.9490/gallon Diesel Fuel
Colonial Oil Industries	Savannah, GA	\$1.7466/gallon Gasoline
East River Energy, Inc	Guilford, CT	\$1.9340/gallon Diesel Fuel
East River Energy, Inc	Guilford, CT	\$1.7380/gallon Gasoline
Mansfield Oil Company	Gainesville, GA	\$1.9487/gallon Diesel Fuel
Mansfield Oil Company	Gainesville, GA	\$1.7186/gallon Gasoline
PAPCO, Inc	Aston, PA	\$1.9177/gallon Diesel Fuel
PAPCO, Inc	Aston, PA	\$1.6794/gallon Gasoline

(1) Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2019 through November 30, 2020. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

Attached is the Agenda Report Form for Washington County Maryland presented and approved on October 29, 2019.

EB Du 11/2/19

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason T. Miller 11/8/19

Signature / Date

(3) Finance Manager:

Recommend approval for this necessary inventory. Funding was included in the FY20 approved budget.

Michelle H. 11/8/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott McEwan 11/15/19

Signature / Date

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION

MEETING OF 11/26/2019

APPROVED FOR:

CONSENT AGENDA X

NEW BUSINESS _____

ORIGINATING DEPARTMENT Utilities/Electric Division BY Nathan Fridinger, Electric Operations Manager

ACCOUNT NO. 5085001-583002-C0778 ACCOUNT/PROJECT NAME Substation Upgrades

BUDGET AMOUNT \$ 60,000.00 ACCOUNT BALANCE \$ 42,395.00 YEAR FY20 CIP C0778

UNBUDGETED* \$ 28,798.44 SOURCE OF FUNDS ELECTRIC FUND CASH RESERVES

*(See Department Manager Comments)

QUANTITY	DESCRIPTION	AMOUNT
<u>4</u>	<u>SMD-20 Power Fuse Assembly, 15kV</u>	<u>\$848.87 ea. \$ 3,395.48</u>
<u>4</u>	<u>SMD-20 Fuse End Fittings, 15kV</u>	<u>\$122.40 ea. \$ 489.60</u>
<u>12</u>	<u>Overhaul Kit for Loadbuster Disconnect, 15kV, 600A</u>	<u>\$256.13 ea. \$ 3,073.56</u>
<u>6</u>	<u>Interrupter for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$517.93 ea. \$ 3,107.58</u>
<u>6</u>	<u>Blade Assembly for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$758.20 ea. \$ 4,549.20</u>
<u>6</u>	<u>Contact for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$308.27 ea. \$ 1,849.62</u>
<u>6</u>	<u>Interrupter for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$517.93 ea. \$ 3,107.58</u>
<u>6</u>	<u>Blade Assembly for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$758.20 ea. \$ 4,549.20</u>
<u>6</u>	<u>Contact for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$308.27 ea. \$ 1,849.62</u>
<u>6</u>	<u>Overhaul Kit for Vertical break gang switch, 15kV, 1200A</u>	<u>\$3,519.00 ea. \$ 21,114.00</u>
<u>6</u>	<u>Interrupter for Vertical break gang switch, 25kV, 1200A</u>	<u>\$874.93 ea. \$ 5,249.58</u>
<u>6</u>	<u>Blade Assembly for Vertical break gang switch, 25kV, 1200A</u>	<u>\$1,757.00 ea. \$ 10,542.00</u>
<u>6</u>	<u>Contact for Vertical break gang switch, 25kV, 1200A</u>	<u>\$1,114.07 ea. \$ 6,684.42</u>
<u>6</u>	<u>Pushrod for Vertical break gang switch, 25kV, 1200A</u>	<u>\$272.00 ea. \$ 1,632.00</u>
	TOTAL AMOUNT	\$ 71,193.44

ABOVE TO BE USED FOR:

Replacement Parts for Substation Class Bus Mounted Switches at Wesel Substation (Bus B)

BID/PROPOSAL/QUOTE NO. Sole Procurement

RECOMMENDED VENDOR: #12919

BUSINESS NAME: S&C Electric Company
c/o Bradley Electro Sales Corporation
ADDRESS: 212 Renard Court, Unit I
CITY, STATE: Annapolis, MD 21401

OTHER VENDORS:

BUSINESS NAME	CITY, STATE	AMOUNT
_____	_____	_____
_____	_____	_____

(1) DEPARTMENT MANAGER:

Recommend purchase direct from the manufacturer, S&C Electric.

This purchase will provide for the parts necessary to repair the de-energized bus section switches on the west side of Wesel Substation. Several parts (mainly copper) are missing from this section of bus due to vandalism since construction in the mid 1990's. Based on 2018 budgetary quotation, the cost of new switches is estimated to exceed \$90,000.

Nathan Lutzinger

11/4/2019

SIGNATURE/DATE

(2) PURCHASING AGENT:

Recommend Approval.

Jason T. Miller 11/15/19

SIGNATURE/DATE

(3) FINANCE MANAGER:

Recommend approval. The funding needed to cover the \$28K not in this line item budget will be offset in total Electric operating budget or utilize electric cash reserves.

Michelle Hopewell

SIGNATURE/DATE

11/15/19

(4) CITY ADMINISTRATOR:

Recommend Approval

Scott Newman 11/15/19

SIGNATURE/DATE

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

Quantity	Description	Value
Lump Sum	Additional temporary thickening services during construction	\$ 69,909.81
	TOTAL	\$ 69,909.81

During the rehabilitation of our DAF Facilities at the Wastewater Treatment Plant, Synagro provided Temporary Thickening Services while the DAF unit was being replaced. Due to unforeseen delays caused by the equipment manufacturer, The Temporary Thickening Services were required for an additional 3 months beyond what was originally anticipated. Synagro is requesting reimbursement for their costs to provide those services.

Other Vendors: **Sole Source**

Amount

Comments

Department Manager (required on all unbudgeted items):

The City operates the DAF facilities as part of the solids handling process in the Wastewater Treatment Plant. Phase 1B of the Solids Processing Improvements involved the complete replacement of the DAF unit and all related equipment and controls. Synagro provided the Temporary Thickening Services during the time that the DAF facilities were out of service. Originally it was estimated that the DAF unit would be out of service for a period of 4 months. Due to unforeseen delays caused by the manufacturer, the DAF unit was out of service for 7 months and therefore required Synagro to provide their temporary thickening services for an additional 3 months.

Joseph W. McLean

Wastewater Operations Manager

November 26, 2019

Nancy Hausman

Director of Utilities

November 26, 2019

Date

Finance Department:

Recommend Approval.

Jason T. Miller

Signature

11/15/19

Date

Finance Manager:

Approve - this is above & beyond what was covered/projected in contract. Department has indicated that this \$69K can't be absorbed anywhere in total Synagro approved balances.

Signature

Date

City Administrator's Recommendation:

WWT operating funds will cover this overage.

Recommend Approval - have asked if reimbursement is possible to manufacturer for the "unforeseen delay" for that 3 month period

Scott McInnis

Signature

11/15/19

Date

Invoice Date	Synagro Invoice \$	City Paid \$	Difference	Comment
2/28/2019	\$412,352.35	\$412,352.35	\$0.00	
3/31/2019	\$306,539.25	\$306,539.25	\$0.00	
4/30/2019	\$178,545.15	\$155,323.32	-\$23,221.83	Per 7/10 phone call and e-mails, John/Joe agreed to short pay disputed value for the monthly temporary thickening charges. (See Tab April Short Pay). In that this occurred in early September and neither Joe/John understood the July adjustment had already covered this amount, it is additional amount due at this time, but covers same item deducted from May invoice.
5/31/2019	\$1,268,715.35	\$1,222,027.37	-\$46,687.98	Per 7/1 Joe e-mail, Joe/John agreed to short pay disputed amount for the temporary thickening charges, totaling \$46,687.98 (April & May charges - See Tab May Short Pay)
6/30/2019	\$504,800.73	\$504,800.73	\$0.00	
7/31/2019	\$585,149.44	\$585,149.44	\$0.00	
8/31/2019	\$377,138.37	\$377,138.37	\$0.00	
Totals -->	\$3,633,240.64	\$3,563,330.83	-\$69,909.81	

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
04/30/2019	APPL 1 - 4-30-19	PHASE 1B SL THICKENING & PHASE	00090528	\$155,323.32
03/31/2019	APPL 1 - 3-31-19	PHASE 1B SL THICKENING & PHASE		\$306,539.25
08/31/2019	APPL 7 - 8-31-19	PHASE 1B SL THICKENING & PHASE		\$377,138.37
02/28/2019	APPL 1 - 2-28-19	PHASE 1B SL THICKENING & PHASE		\$412,352.35
07/31/2019	APPL 6 - 7-31-19	PHASE 1B SL THICKENING & PHASE		\$585,149.44

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
05/31/2019	AIA DOCUMENT G702	PHASE 1B SL THICKENING & PHASE	00089161	\$1,222,027.37

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
06/30/2019	APPLICATION 5	PHASE 1B SL THICKENING & PHASE	00089698	\$504,800.73

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

Quantity	Description	Value
As Described	Stage 1 and 2 Odor Control Scrubber Repairs	\$ 21,030.00
	Prep, Prime and Paint steel support structure for the Belt Filter Press	\$ 13,550.00
	Subcontractor Mark-up @15%	\$ 5,187.00
	TOTAL	\$ 39,767.00

During the rehabilitation of our Solids Processing Facilities at the Wastewater Treatment Plant, Synagro will be completing needed improvements to the interior of the building and ancillary pieces of equipment that are not being completely replaced under the scope of the Pelletizer Improvements project. In accordance with the current Contract with City, Synagro is responsible to maintain the Pelletizer Facility and is entitled to reimbursement plus 15% markup from the City for completing this work since the Facility is owned by the City.

Other Vendors: **Sole Source**

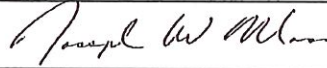
Amount

[illegible]

Comments

Department Manager (required on all unbudgeted items):

In addition to its day to day operations and maintenance responsibilities, Synagro, in accordance with the execution of the their Third Extension Agreement dated September 24, 2013, is responsible to complete the work of designing, procuring, and constructing needed major capital improvements to the Facility, including immediate capital improvements and subsequent capital improvements throughout the Third Extension Term. Most of those Capital Improvements are included in the Solids Processing-Pelletizer Improvements Project currently in progress. C0711 is intended to pay for other necessary improvement to the Pelletizing Facility that can be completed while the Facility is not in service.



Water Operations Manager

November ¹³ 26, 2019



Director of Utilities

November ¹³ 26, 2019

Date

Finance Department:

Recommend Approval.



Signature

11/15/19

Date

Finance Manager:

Approve.



Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval



Signature

11/15/19

Date

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

<u>See attached contract</u>	<u>Liquid Oxygen (SOLE SOURCE)</u>	\$	32,000.00
	TOTAL	\$	32,000.00

The above chemical is a sole source item used in the wastewater treatment process in the event there is an interruption to the supply of oxygen generated by onsite equipment. Attached is the 3rd amendment to the original agreement dated 15 February 2013 which extends the terms of the agreement through 15 November 2021. Based on historical usage it is estimated that the amount of liquid oxygen needed for the wastewater treatment plant through November 2021 will be approximately \$32,000. Therefore this request is to increase the amount of PO 20181034 by \$32,000.00.

Therefore this request is to increase the amount of PO 20181034 by \$32,000.00. No
No PO increase - Add new PO m. J. [Signature] 11/15/19

Amount

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division. This is for Liquid Oxygen to be used at the WWTP in the event there is a disruption to the supply of oxygen generated by onsite equipment. The Unit Price for this product shall be determined based on the terms of the attached Product Supply Agreement through 15 November 2021.

Nancy Hauorath

Director of Utilities

November 26, 2019

Date

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Recommend Approval.

Jason T. Miller

Signature

11/15/19

Date

Finance Manager:

Recommend approval. We will create a new PO to cover the remaining time period for the chemical agreement. This will cross fiscal years + is anticipated to continue to have funding for needed chemicals.

Signature

Date

City Administrator's Recommendation:

Recommend Approval

Scott Newman

Signature

11/15/19

Date

Approval For:	
Consent Agenda:	x
New Business:	

Quantity	Item	Description	Value
80 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	\$ 45,360
4,000 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (PVS Minibulk)	\$ 7,920
1,200 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Innovative Water Care)	\$ 2,538
2,000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland BioChemical)	\$ 14,360
75,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 201,750
100,000 Gallons	28	Wastewater - Chemicals - Methanol (Univar USA)	\$ 159,000
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	\$ 4,640
3500 Gallons	31B	Wastewater - Caustic 25% (PVS Minibulk)	\$ 5,565
5000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 59,985
		TOTAL	\$ 501,118.00

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

See Attached Summary Report

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2019

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

Nancy Hausman

Director of Utilities

November 26, 2019

Date

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Recommend approval.

Joan T. Miller

Signature

11/15/19

Date

Finance Manager:

Recommend approve. This will cross fiscal years? is anticipated that chemical funding will be included in the FY21 budget.

Michelle L. Miller

Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval

Keith Thewissen

Signature

11/15/19

Date

PUR-1445 - WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Anatto Industries, Inc / Anethlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Chemrite, Inc. Buford, GA	George S. Coyne Chemical Co., Inc. Croydon, PA	Kuehne Chemical Company, Inc So. Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Company, Inc. Baltimore, MD	Premier Magnesia, LLC Wayne, PA	PVS Technologies, Inc. Detroit, MI	Univar USA, Inc. (FKA Univar USA Inc.	PVS Minitub, Inc. Detroit, MI	Innovative Water Care Alphoretta, GA
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$567.00	No Bid	\$653.00*	No Bid
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$2.16	No Bid	No Bid	No Bid	\$5.00	No Bid	No Bid	No Bid	No Bid	\$2.25	\$1.98	No Bid
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.50*	No Bid	No Bid	2.3687*	No Bid	No Bid	\$2.325	No Bid	No Bid	2.12*	No Bid	2.115*
26	Defoamer - Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	9.0988*	No Bid	\$7.18	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
27	Thiuguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2.69*	No Bid	No Bid	No Bid	No Bid
28	Melanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$1.59	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.65	No Bid	No Bid
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Container (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid	No Bid	9.83*	9.28*	No Bid	No Bid	No Bid	No Bid	No Bid
31B	25% Castic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.59	No Bid
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	\$11.9969	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

George S. Coyne Chemical Co., Inc.

#18 - Minimum 2 Pallets per Delivery

#26 - Minimum 2 drums per Delivery

Maryland Chemical Co., Inc. Baltimore MD

#29 - Packaged in 25lb containers MF Grease Buster incumbent product

PVS Minitub, Inc. Detroit, MI

#3 - Minitub delivered, True minibulk Deliveries, with PVS Driver on each delivery

Exceptions:

Univar USA

#18 - 24 pallet minimum one pallet

#31 - 2,000 gallon minimum

Premier Magnesia, LLC, Waynesville, NC

#27 - Equivalent wet lb pricing is \$0.209/wet lb

Anatto Industries, Inc / Anethlor Silver Spring, MD

#18 - 50-lb

Exceptions:

Innovative Water Care Alphoretta, GA

#18 - 50 lb pallets delivered 24x units on a pallet net 1200 lbs.

Maryland Biochemical Co. Inc. Belair, MD

#29 - Shipped in 25lb plastic bucket 50-8oz bags

Indicates New Supplier for this product

Wastewater Chemical Bid Recommendation for FY20 & FY21

Operation and Account Number	FY20 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY20 Unit Cost	FY20/21 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
5374-G0348	\$ 45,000	3	Ferric Chloride	Wastewater	80	Dry Ton	PVS TECHNOLOGIES	\$ 567,000	\$ 45,360
559115	\$ 8,000	5	12.5% Sodium Hypochlorite	Wastewater	4,000	Gallon	PVS MINIBULK, INC.	\$ 1,980	\$ 7,920
559101	\$ 5,000	31B	Caustic (29%)	Wastewater	3,500	Gallon	PVS MINIBULK, INC.	\$ 1,590	\$ 5,565
559102	\$ 15,600	26	Defoamer Thioguard	Wastewater	2,000	Gallon	MARYLAND BIOCHEMICAL CO.	\$ 7,180	\$ 14,360
559117	\$ 200,000	27	(Magnesium Hydroxide)	Wastewater	75,000	Gallon	PREMIER MAGNESIA	\$ 2,690	\$ 201,750
559116	\$ 50,000	35	Polymer (Zeig 8814)	Wastewater	5,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC.	\$ 11,997	\$ 59,985
5374-G0348	\$ 160,000	28	Methanol	Wastewater	100,000	Gallon	BRENNTAG NORTHEAST, INC.	\$ 1,590	\$ 159,000
54-72601-5591	\$ 3,000	29	Bacterial Enzymatic Powder	Wastewater	500	Pound	MARYLAND CHEMICAL CO., INC.	\$ 9,280	\$ 4,640
54-72601-559104	\$ 2,500	18	3" Tablet Chlorine	Wastewater	1,200	Pound	INNOVATIVE WATER CARE	\$ 2,115	\$ 2,538

Operation and Account Number	FY20 Budgeted Amount	FY19 Expenses	Description
Wastewater Treatment Plant 54-71501			
5374-G0348	\$ 45,000	\$ 30,616	38% Ferric Chloride
559115	\$ 8,000	\$ 13,864	12.5% Sodium Hypochlorite
559101	\$ 5,000	\$ -	Caustic (50%)
559102	\$ 15,600	\$ 18,770	Defoamer
559117	\$ 200,000	\$ 184,156	Thioguard
559116	\$ 50,000	\$ 77,587	Polymer (Zeig 8814)
5374-G0348	\$ 160,000	\$ 150,112	Methanol
54-72601-5591	\$ 3,000	\$ 3,800	Bacterial Enzymatic Powder
54-72601-559104	\$ 2,500	\$ -	3" Tablet Chlorine
Total:	\$ 489,100	\$ 478,905	

FY20/21 Estimated Expense

TOTAL ESTIMATED WASTEWATER COST \$501,118

Approval For:	
Consent Agenda:	X
New Business:	

Originating Department: <u>Water Department</u>		By: <u>William Luhn</u>	
Account Number: <u>Various</u>		Account/Project Name: <u>City/County Joint Chemical Bid</u>	
Account Number: _____		Account/Project Name: _____	
Budget Amount: FY20	\$ <u>614,500</u>	Account Balance: \$	<u>101,510</u> Year _____ CIP Control No.: _____
Budget Amount: FY20	_____	Account Balance: _____	Year _____ CIP Control No.: _____
Unbudgeted: _____		Source Of Funds: <u>Water Fund (Operating)</u>	

Quantity	Description	Value
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 51,000.00
150,000 Pounds	Water - Chemicals - Aqueous Ammonia (Maryland Chemical)	\$ 23,250.00
16 Tons	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	\$ 30,258.06
800 Tons	Water - Chemicals - DelPac (USALCO)	\$ 254,720.00
170,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 139,910.00
32,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Brenntag Northeast)	\$ 47,360.00
52,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar USA)	\$ 176,800.00
6,000 Pounds	Water - Chemicals - Sodium Bisulfite (George S. Coyne)	\$ 1,618.00
25,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (George S. Coyne)	\$ 17,390.00
180,000 Pounds	Water - Chemicals - Poly-Orthophosphate (George S. Coyne)	\$ 77,778.00
48,000 Pounds	Water - Chemicals - Morton's Salt (Univar USA)	\$ 10,080.00
	TOTAL	\$ 830,164.06

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

Business Name: _____
 Address: _____
 City, State: _____
 Proposal/Quote No.: _____

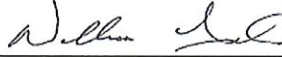
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Comments

Department Manager (required on all unbudgeted items):

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.



Water Operations Manager

11/1/2019

Date

Finance Department:

Recommend approval.



Signature

11/15/19

Date

Finance Manager:

Recommend approval. This will cross fiscal years; is anticipated that chemical funding will be included in the FY21 budget.



Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval



Signature

11/15/19

Date

WATER DIVISION:		BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
COMPANY NAME							
JCI *		1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 600.0000	60	\$ 36,000.00
UNIVAR USA		1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 850.0000	60	\$ 51,000.00
BRENTTAG NORTHEAST		2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1639	150,000	\$ 24,585.00
UNIVAR USA		2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1650	150,000	\$ 24,750.00
MARYLAND CHEMICAL		2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1550	150,000	\$ 23,250.00
UNIVAR USA		6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 2,900.0000	16	\$ 46,400.00
GEORGE S. COYNE CHEMICAL CO., INC		6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 1,891.1290	16	\$ 30,258.06
USALCO, LLC		7	POLY ALUMINUM CHLORIDE (pac)	WET TON	\$ 318.4000	800	\$ 254,720.00
BRENTTAG NORTHEAST		9	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON	\$ 0.8980	170,000	\$ 152,660.00
KUEHNE CHEMICAL		9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 1.3333	170,000	\$ 226,661.00
UNIVAR USA		9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.8230	170,000	\$ 139,910.00
UNIVAR USA		10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.9100	32,000	\$ 61,120.00
BRENTTAG NORTHEAST		10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.4800	32,000	\$ 47,360.00
BRENTTAG NORTHEAST		13	POTASSIUM PERMANGANATE	POUND	\$ 3.4700	52,000	\$ 180,440.00
UNIVAR USA		13	POTASSIUM PERMANGANATE	POUND	\$ 3.4000	52,000	\$ 176,800.00
UNIVAR USA		23	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2878	6,000	\$ 1,726.80
GEORGE S. COYNE CHEMICAL CO., INC		23	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2698	6,000	\$ 1,618.80
GEORGE S. COYNE CHEMICAL CO., INC		25	SODIUM FLUOROSILICATE	POUND	\$ 0.6956	25,000	\$ 17,390.00
SHANNON CHEMICAL		30	POLY-ORTHOPHOSPHATE	POUND	\$ 0.4420	180,000	\$ 79,560.00
GEORGE S. COYNE CHEMICAL CO., INC		30	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	\$ 0.4321	180,000	\$ 77,778.00
MARYLAND CHEMICAL		36	MORTON SALT	POUND	\$ 0.2490	48,000	\$ 11,952.00
UNIVAR USA		36	MORTON SALT	POUND	\$ 0.2100	48,000	\$ 10,080.00

* Disqualified due to past safety issues

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Risk and Resiliency Assessment and Emergency Response Plan	\$ 221,227.00
	TOTAL	\$ 221,227.00

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
GDH Inc.	16701 Melford Blvd., Ste. 330, Bowie, MD 20715	\$236,505.59
Witt O'Brien's, LLC	818 Town & Country Blvd., Ste. 200, Houston, TX 77024	\$236,500.00
Barton and Loguidice		Non Responsive
AARC Consultants, LLC		Non Responsive
Control Cyber, Inc.		Non Responsive

Comments

Department Manager (required on all unbudgeted items):

This is an unfunded EPA mandate that was finalized after the budget was completed last year, the project will be charged to "Administrative Engineering Fees" and will come from the residuals within the Water Department budgets.

William Lee

Water Operations Manager

11/1/2019

Date

Finance Department:

Recommend approval.

Joon T. Miller

Signature

11/15/19

Date

Finance Manager:

Recommend approval to be in compliance with regulatory mandate. While this specific item was not anticipated & included in the FY00 Budget, Water Fund will absorb in overall budget or utilize water fund cash reserves to cover the funding needed.

Signature

Date

City Administrator's Recommendation:

Recommend Approval

Quint McQuinn

Signature

11/15/19

Date

[illegible]

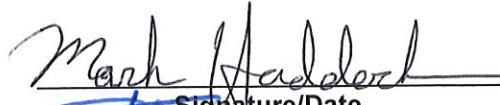
COMMENTS

(1) DEPARTMENT MANAGER:

The Wabash benches, tables and trash receptacles match what we presently have in our parks. Playground Specialists is the only Wabash dealer in our area.

This purchase will close out two POS grants that were awarded specifically for Park Amenities.

The City of Hagerstown is a member of Sourcewell (formerly called NJPA), a municipality purchasing tool giving 10% off the list prices.


Signature/Date
11/14/19

(2) PURCHASING AGENT:

Recommend Approval.


Signature/Date
11/15/19

(3) FINANCE MANAGER:

Recommend approval to treat this as sole source so that keep the park equip all as Wabash.


Signature/Date
11/15/19

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval


Signature/Date
11/15/19



29 Apples Church Road
Thurmont, MD 21788
(800) 385-0075
www.playspec.com

ADDRESS

CITY OF HAGERSTOWN
DEPARTMENT OF PARKS &
RECREATION
ATTN: CATHY BEACH
351 NORTH CLEVELAND AVE
HAGERSTOWN, MD 21740

SHIP TO

CITY OF HAGERSTOWN
DEPARTMENT OF PARKS &
RECREATION
ATTN: CATHY BEACH
351 NORTH CLEVELAND AVE
HAGERSTOWN, MD 21740

Proposal 21168D**DATE** 11/14/2019**SALES REP**

TIM BOYLE

TYPE	QTY	RATE	AMOUNT
NOTE PRICING PER SOURCEWELL (FORMALLY NJPA) CONTRACT #030117-LTS			
NOTE CITY OF HAGERSTOWN SOURCEWELL MEMBER #18203			
WABASH VALLEY CN430P - 6' CONTEMPORARY STYLE BENCH - INGROUND - PERFORATED - GREEN	10	863.00	8,630.00
WABASH VALLEY SG111P - 8' SIGNATURE SERIES TABLE - 2-3/8" FRAME - PERFORATED - GREEN	10	967.00	9,670.00
WABASH VALLEY FR500P - 32 GALLON RECEPTACLE - FLARE TOP W/ SIDE DOOR - PERFORATED - GREEN	10	599.00	5,990.00
WABASH VALLEY LR310 - 32 GALLON PLASTIC LINER	10	32.00	320.00
WABASH VALLEY SB105N - FLAT TOP SOLID BONNET - OUTWARD SLOPE - GREEN	10	113.00	1,130.00
DISCOUNT SOURCEWELL CONTRACT DISCOUNT OFF LIST PRICES ABOVE - LIST PRICE LESS 10%	1	-2,574.00	-2,574.00

*50% deposit or PO. Balance due net 30 unless otherwise noted.

*3% service charge for all credit card payments.

*Pricing only guaranteed for 30 days unless specified above.

*Absolutely no engineering, permit fees, bonding, or additional
insurance included in above pricing unless specified on line item.*Additional mobilization, poor soils, limited access, or utility
issues may result in change orders.*Standard lead times always apply. Contact sales agent for
details.

**Sign and return when approved. Thank you!

SUBTOTAL

TAX (0%)

SHIPPING

23,166.00

0.00

2,800.00

TOTAL

\$25,966.00

Accepted By

Accepted Date

NJPA Pricing:

Wabash Valley

FOB ORIGIN (FREIGHT NOT INCLUDED)

Destination		\$1,000-\$9,999	\$10,000 - \$24,999	\$25,000 & above
Published list	All 50 States	List Less 3%	List Less 6%	List Less 10%

**Custom equipment is priced on a per quote basis

Notes:

1. Installation costs are not included and quoted as a percentage of the equipment list price
2. Additional equipment installation charges will be quoted by Wabash or certified installer directly to the NJPA member on a case by case basis
3. Projects that require prevailing wages will be separately quoted as such and as a percentage of the equipment list price (before discount)
4. NJPA member is responsible for providing a clear and level site for installation, receipt of equipment, storage & site security
5. NJPA member is responsible for obtaining any permits
6. The above discounts are for Wabash Valley equipment only
7. Additional products or services needed to complete the turnkey project will be quoted at net price from rep or installer to NJPA member

FORM E
CONTRACT ACCEPTANCE AND AWARD



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

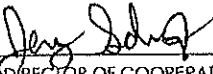
NJPA Contract #: 030117-LTS

Proposer's full legal name: PlayPower, Inc.

Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be April 14, 2017 and will expire on April 14, 2021 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE


NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Jeremy Schwarz
(NAME PRINTED OR TYPED)

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on April 14, 2017

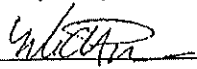
NJPA Contract # 030117-LTS

Vendor Authorized Signatures:

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name PLAYPOWER, INC.

Authorized Signatory's Title Chief Financial Officer



VENDOR AUTHORIZED SIGNATURE

MICHAEL A. PRUSS

(NAME PRINTED OR TYPED)

Executed on April 17, 2017

NJPA Contract # 030117-LTS

Home > Cooperative Purchasing > Contracts - General > Parks & Recreation > Wabash Valley - PlayPower Inc.



Wabash Valley - PlayPower Inc.

NJPA AWARDED CONTRACT



Contract#: 030117-LTS
Category: Parks & Recreation
Description: Playground Equipment
Maturity Date: 04/14/2021

Wabash Valley offers a large selection of tables, chairs, litter receptacles, planters, umbrellas and more, all available in numerous styles, colors and finishes to fit whatever your need – functional, elegant, eco-friendly, always reliable – without the high price. Under one roof, you'll find an amazing variety of styles and colors in our three product lines:

Overview

Wabash Valley--Our flagship product line, Wabash Valley's Plastisol-coated outdoor furniture will weather the elements and heavy-use environments where utmost durability is the preeminent criterion.

Contract Documentation

Urbanscape--The high-end style of Urbanscape's line of Powder-coated furniture fits perfectly in urban or retail environments. Sleek lines, unexpected designs – Urbanscape gives you a more architectural look that's built to last.

Pricing

Marketing Materials

NJPA Contact Information

Green Valley--Our newest product offering is constructed with PolyTuff™ Recycled lumber made from post-consumer plastics. This environmentally friendly line offers the look of wood, but without cracking and fading.

HOW TO PURCHASE ? Our step-by-step guide

Vendor Contact Info

David Sheedy
 Direct Phone: 573-366-6337
david.sheedy@playpower.com

Leslie Brouette
 Direct Phone: 800-253-8619 ext. 546
lbrouette@wabashvalley.com
www.wabashvalley.com

Dan DeNoble
 Direct Phone: 614-323-8326
ddenoble@wabashvalley.com
www.wabashvalley.com

Cathy Beach

From: Tim [Tim@playspec.com]
Sent: Wednesday, February 14, 2018 7:04 AM
To: Cathy Beach
Subject: Re: Proposal #16354C
Attachments: image001.jpg

Playpower owns Wabash Valley, Playworld(playground manufacturer) and more. Playground Specialists Inc. are the exclusive distributors and representatives for these brands.let me know if there is anything else I can do to help.
Tim

Sent from my iPhone

On Feb 14, 2018, at 7:00 AM, Cathy Beach <CBeach@hagerstownmd.org> wrote:

Tim, On Form E, the Vendor Name is PlayPower, Inc. Is PlayPower the parent company of Playground Specialists? (A side note, Mark is out of the office until Tuesday so I'm trying to piece everything together while he's out.) Thanks again for your assistance!

Cathy Beach

City of Hagerstown
Department of Parks & Engineering
Parks & Recreation Division
351 N. Cleveland Ave
Hagerstown, MD 21740
PH: 301-739-8577, ext 169
FAX: 301-790-0171

From: Tim [mailto:Tim@playspec.com]
Sent: Tuesday, February 13, 2018 3:45 PM
To: Cathy Beach
Subject: Fwd: Proposal #16354C

Please see attached documents as requested. Thanks again Tim

Sent from my iPhone

Begin forwarded message:

From: "Brad" <Brad@playspec.com>
To: "Tim" <Tim@playspec.com>
Subject: RE: Proposal #16354C

Brad Stokley

Sales Manager, CPSI
Mobile: 301.748.9132
Office: 800.385.0075

www.playspec.com

[View Our Completed Projects](#)



From: Tim

Sent: Tuesday, February 13, 2018 2:44 PM

To: Brad <Brad@playspec.com>

Subject: Fwd: Proposal #16354C

Can you forward me what Cathy is asking for in her email. I know I sent it to them once before but my email is not going that far back.

Thanks

Tim

Sent from my iPhone

Begin forwarded message:

From: Jeff Barber <jeff@playspec.com>
Date: February 13, 2018 at 2:38:07 PM EST
To: Tim <Tim@playspec.com>
Cc: Brad <Brad@playspec.com>
Subject: FW: Proposal #16354C

Tim. See below! Is this for the bid????

Jeff Barber

President, CPSI

Mobile: 301-748-3056

Office: 800-385-0075

www.playspec.com

[View Our Completed Projects](#)

Cathy Beach

From: Tim <Tim@playspec.com>
Sent: Wednesday, November 13, 2019 12:05 PM
To: Cathy Beach; Mark Haddock
Subject: Njpa name change

Just to let you know, NJPA changed their name last year to Sourcewell. It's still the same contract they just change their name that's all.

Sent from my iPhone

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

Topic:

Potterfield Pool House and Hager House Roof Replacements – Advance Construction, LLC
(Smithsburg, MD) \$ 57,450.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Parks_and_Engineering_-_Roof_Replacement_at_Potterfield_Pool_and_Hager_House.pdf	Consent Form - Roof Replacements

**City of Hagerstown
Mayor and Council
Purchase/Contract Information
Meeting of 11/26/19**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Parks and Engineering By: Rodney Tissue
Account Number: 1050007 603549 (\$49,500) Account / Project Name: Potterfield Pool House
0145000 5372 (\$7,950) Roof Replacement FY20
Budget Amount: See back Account Balance: See back Year: 19/20 CIP Control No. 822
Unbudgeted \$: See back Source of Funds: CDBG Funded (pool) and Operating Budget (Hager Park)

Quantity	Description	Value
L.S.	Base Bid – Furnish and install pool house roof and siding materials	\$49,500.00
L.S.	Alternate Bid – Furnish and install portion of City-owned residence roof in Hager Park	\$7,950.00

TOTAL VALUE OF PROJECT: \$57,450.00

ABOVE TO BE USED FOR:

Roof replacements.

Recommended Vendor:

Business Name: Advance Construction LLC
Address: 21800 Old Forge Road
City, State: Smithsburg, MD 21783
Bid/Proposal/Quote No.: RFP-19-PP-22

OTHER VENDORS:		
Firm	City/State	Total Amount
Bonded Applicators	Hagerstown, MD	\$153,000.00
Summerlin Contracting	Gaithersburg, MD	\$101,540.00

(1) Department Manager

Staff recommends awarding the project to Advance Construction LLC in the amount of \$57,450.00

Funding for the Pool House roof is taken from Community Development Block Grant funds.

Funding for the Hager House roof is from operating budget #0145000-5372 for building improvements.

 11/14/19

Signature / Date

(2) Purchasing Agent:

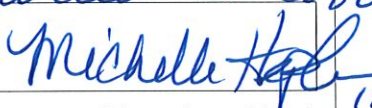
Recommend Approval.
Will need all vendor documents, as
Vendor not currently set up in MUNIS.

 11/15/19

Signature / Date

(3) Finance Manager:

Recommend approval. This will be funded for the pool
with CDBG money. There is adequate funding in
total CDBG with a transfer between activities to cover
the pool work. There is adequate funding in the FY20 approved budget in GIP for
roof at Hager House.

 11/15/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 11/15/19

Signature / Date



Hager Park House Roof

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

Topic:

Reconditioned 2015 John Deere 8800A Rough Mower – Finch Services, Inc. (Westminster, MD) \$ 26,995.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Parks_and_Engineering_-_Reconditioned_2015_John_Deere_Rough_Mower.pdf

Description

Consent Form - 2015 John Deere

COMMENTS

(1) DEPARTMENT MANAGER:

The \$35,000 was originally budgeted to purchase a replacement 2004 Cushman sprayer, however, our needs have changed. The sprayer is still functioning so we would like to defer purchasing a replacement and, instead, purchase a multi-purpose mower to continue the aggressive maintenance of our golf course and reduce the time it currently takes to mow. (The amount of \$7,583.73 was already used to purchase a Gator.)

Finch Services is the only company we know of at this time that offers reconditioned equipment. The only other alternative is to purchase a new mower which would cost approx. \$60,993.

Mark Haddock 11/14/19
Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jason L. Miller 11/15/19
Signature/Date

(3) FINANCE MANAGER:

Recommend approval. Can not do a formal bid on refurbished & used vehicles because inventory varies greatly from vendor to vendor. Michelle Haper 11/15/19
Can utilize purchasing alliance discounts for this purchase? adequate funding is in the FY20 approved bud for the ~~mower~~ mower.

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Ann Newman 11/15/19
Signature/Date

Finch Services, Inc. - Equipment Sales Order

Name: HAGERSTOWN GOLF COURSE		Date: 11/5/2019	Deliv Date/Time/Method: ASAP / Sales Delivery
Address 1: 351 N. CLEVELAND AVE.		Phone No: / Cell No: 3017338630 / 2402172580	Contact Name: Brian Thomas
Address 2:		Email: calicocamp2@aol.com	Order Type:
Address 3 / City: HAGERSTOWN	State: MD	Fax No: 13017916781	Business Class GC
Zip Code: 21740	Finch Account Number / Tax ID: HAGER001 / 30001292	County: WAS	Salesman Josh Berman
		Purchase Order Num:	Sales Order Num: 189901

Qty	Code	Stk #/Bun #	Description	Serial #	Price	Ext Prc
1	FAIRMR	JD8800HO	2015 JD 8800A ROUGH MOWER	1TC880AVAFS020114	\$34,995.00	\$34,995.00
1			4WD		\$0.00	\$0.00
1			~2,000 HOURS		\$0.00	\$0.00
1			1 YEAR POWERTRAIN WARRANTY		\$0.00	\$0.00
1			Discount			(\$8,000.00)
Item Total:						\$26,995.00

Trade Information					Pricing Summary	
Description	Year	Serial	Hrs	Trade Price	Subtotal	\$26,995.00
					Tax:	\$0.00
					Maint Plan:	\$0.00
					Setup:	\$0.00
					Freight:	\$0.00
					Delivery:	\$0.00
					Fees:	\$0.00
					Total:	\$26,995.00
					Less Cash:	\$0.00
					Less Trade:	\$0.00
					Total:	\$26,995.00
					Payoff:	\$0.00
					Net Balance:	\$26,995.00
					Customer declines maint. plan: ☐	

Payment Information		
Payment Type: Finch Account	Account Number: HAGER001	Terms: NET 30
There will be a 25% restocking fee on all equipment returns.		
X	X	X
Customer Signature - Date	Josh Berman	Sales Manager

189901

Finch Services, Inc.
1127 Littlestown Pike
Westminster, MD 21157

Phone: 410-848-7211



JOHN DEERE



Quote Summary

Prepared For:

Hagerstown Greens At Hamilton Run
2 S Cleveland Ave
Hagerstown, MD 21740
Business: 301-733-8630

Prepared By:

Josh Berman
Finch Services, Incorporated
1127 Littlestown Pike
Westminster, MD 21157-3005
Phone: 410-848-7211
Mobile: 410-259-6433
jberman@finchinc.com

ALL QUOTES SUBJECT TO CHANGE AFTER 30 DAYS

Quote Id: 20799458

Created On: 14 November 2019

Last Modified On: 14 November 2019

Expiration Date: 31 January 2020

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 8800A TerrainCut Rough Mower	\$ 60,995.00 X	1 =	\$ 60,995.00
Equipment Total			\$ 60,995.00

Quote Summary

Equipment Total	\$ 60,995.00
SubTotal	\$ 60,995.00
Est. Service Agreement Tax	\$ 0.00
Total	\$ 60,995.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 60,995.00

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE



Selling Equipment

Quote Id: 20799458

Customer: HAGERSTOWN GREENS AT HAMILTON RUN

JOHN DEERE 8800A TerrainCut Rough Mower				
Hours:				
Stock Number:				
				Selling Price
				\$ 60,995.00
Code	Description	Qty	Unit	Extended
1506TC	8800A TerrainCut Rough Mower	1	\$ 79,189.00	\$ 79,189.00
Standard Options - Per Unit				
001A	United States/Canada	1	\$ 0.00	\$ 0.00
0443	All Other Countries (English / Spanish)	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 0.00
Value Added Services Total				
				\$ 0.00
Other Charges				
	Freight	1	\$ 449.00	\$ 449.00
Other Charges Total				\$ 449.00
Suggested Price				\$ 79,638.00
Customer Discounts				
Customer Discounts Total			\$ -18,643.00	\$ -18,643.00
Total Selling Price				\$ 60,995.00

Confidential

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

Topic:

Computer/Network Server – Dell EMC (Round Rock, TX) \$14,995.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Police_-_Consent_Form_-_Computer_-_Network_Server.pdf
Consent_Agenda.pdf
Quote.pdf
Contract_Letter.pdf

Description

Signed Consent Form
Consent Agenda
Dell Quote
Contract Letter

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS _____

Unbudgeted * \$ _____ Source of Funds Federal MCS + Grant
 *(See Department Manager's Comments)

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

Cheryl Paw K 11/1/19

Signature/Date

(2) PURCHASING AGENT:

Recommend Approval.

Jacort T. Miller 11/15/19

Signature/Date

(3) FINANCE MANAGER:

Recommend approval. This purchase will be covered with a federal grant awarded for a total \$212K.

Michelle Hopkin 11/15/19

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Recommend Approval

Scott Threanow 11/15/19

Signature/Date

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS _____

Unbudgeted * \$ _____ Source of Funds _____
 *(See Department Manager's Comments)

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

Chap Paw Ky 11/1/19

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000048243433.8	Sales Rep	Sergey Crismon
Total	\$14,995.00	Phone	(800) 456-3355, 5138796
Customer #	33495057	Email	Sergey_Crismon@Dell.com
Quoted On	Oct. 29, 2019	Billing To	WAYNE DUNKIN
Expires by	Nov. 13, 2019		HAGERSTOWN POLICE DEPT
Solution ID	10607733		15 N BURHANS BLVD
Deal ID	18882101		HAGERSTOWN, MD 21740

Message from your Sales Rep

Servers Portfolio: <https://www.dell.com/en-us/work/shop/dell-powerededge-servers/sc/servers>

Storage Portfolio: <https://www.dell.com/en-us/work/shop/dell-emc-data-storage-and-backup/sc/storage-products>

Networking Portfolio: <https://www.dell.com/en-us/work/shop/networking/sc/networking-products>

Hyper-Converged Infrastructure: <https://www.dell.com/en-us/work/shop/hyper-converged-infrastructure/sc/hyper-converged-infrastructure>

For any questions on systems or promotions, please reach out to the account manager.

Regards,
Sergey Crismon

Shipping Group

Shipping To	Shipping Method
WAYNE DUNKIN	Standard Delivery
HAGERSTOWN POLICE DEPT	
50 N BURHANS BLVD	
HAGERSTOWN, MD 21740-4696	
(301) 791-2376	

Product	Unit Price	Qty	Subtotal
---------	------------	-----	----------

PowerEdge R640 - [amer_r640_12232]	\$14,995.00	1	\$14,995.00
------------------------------------	-------------	---	-------------

Subtotal:	\$14,995.00
Shipping:	\$0.00
Non-Taxable Amount:	\$14,995.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00

Total:	\$14,995.00
--------	-------------

Special lease pricing may be available for qualified customers and offers. Please contact your DFS Sales Representative for details.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Wednesday, August 1st, 2018

Dell Marketing, L.P.
ATTN: Staci McDonald
One Dell Way
Round Rock, TX 78682

Re: Annual Renewal of NCPA contract #01-42

Dear Staci:

Region XIV Education Service Center is happy to announce that Dell Marketing, L.P. has been awarded a three-year term contract renewal for Technology Solutions based on the proposal submitted to Region XIV ESC.

The contract will expire on October 31st, 2021, completing the sixth year of a possible eight year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in cursive script, appearing to read 'R. Kincaid', is written over a light blue horizontal line.

Ronnie Kincaid
Region XIV, Executive Director

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

Topic:

NTF Reimbursement for FY20 – Washington County Treasurer (Hagerstown, MD) \$310,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

CONSENT_AGENDA_-_NTF.pdf

NTF_AGREEMENT.pdf

Description

CONSENT AGENDA -
NTF

NTF AGREEMENT

Do Not Complete This Section:
APPROVED FOR:
CONSENT AGENDA _____
NEW BUSINESS _____

Unbudgeted * \$ _____ Source of Funds _____
 *(See Department Manager's Comments)

[illegible]

CITY, STATE: Hagerstown, Maryland 21740

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

This is the amount due for FY20 to Washington County for Narcotics Task Force Expenses.

 10/25/18

Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

**2015 AGREEMENT CREATING AND GOVERNING THE
WASHINGTON COUNTY NARCOTICS TASK FORCE**

THIS AGREEMENT (*Agreement*) made this 30th day of November, 2015, by and between the State's Attorney for Washington County, Maryland (*State's Attorney*), the Board of County Commissioners of Washington County, Maryland (*County*), the Mayor and Council of the City of Hagerstown, Maryland (*City*), and the Sheriff of Washington County, Maryland (*Sheriff*).

RECITALS

It has been determined by the parties hereto that, as governmental units and entities with responsibilities for the enforcement of the criminal law respecting controlled dangerous substances, they can make a more efficient use of their powers and resources, and thereby provide a higher quality of law enforcement service to the public, through cooperation of the parties and the formation of a Joint Task Force to be known as the Washington County Narcotics Task Force (*NTF*).

The parties entered into an Agreement Creating the Washington County Narcotics Task Force (*Original Agreement*) dated October 7, 1986. Thereafter, the parties amended the Original Agreement and entered into an Amended Agreement Creating the Washington County Narcotics Task Force (*Amended Agreement*) dated July 28, 2004.

The parties now wish to revoke the Original Agreement and the First Amended Agreement and replace them with this Agreement, which revises, updates, and restates the accord between the parties governing the creation and operation of the NTF.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

I. PURPOSE

The purpose of this Agreement is declared to be the coordination of a multi-agency law enforcement unit, the manpower and other resources of which shall be directed at controlled dangerous substance violations.

It is the intent of the parties to agree upon joint and common utilization of

FEB 24 2016

MAR 02 2016

training and support functions as well as the pooling of investigative resources.

It is the further intent of the parties that NTF shall conduct investigations into the financial activities of those who violate controlled dangerous substance laws, with a view to seizing such assets that are deemed contraband and subject to forfeiture under Maryland Code, Criminal Procedure Article, Title 12.

The Original Agreement and the Amended Agreement are hereby revoked and of no further force and effect.

II. SOURCE OF POLICE AUTHORITY

As NTF will be staffed by officers from the Hagerstown City Police Department (HPD) and the Washington County Sheriff's Office, the only change in police power necessary to effectuate this Agreement concerns those officers from the HPD. Pursuant to the authority bestowed by Maryland Code, and subject to the terms and conditions of the Memorandum of Understanding between the City of Hagerstown and the County dated July 30, 2014 concerning the deputization of HPD officers, the Sheriff shall appoint each member of the NTF drawn from the HPD. as a special deputy with all police powers which accompany said office in accordance with Maryland Code, Courts and Judicial Proceedings, §2-309 (w)(4), or as it may be amended from time to time.

III. ORGANIZATION

A. Governing Board.

There shall be a "Governing Board" whose members shall be:

- (a) The State's Attorney for Washington County, Maryland;
- (b) The Sheriff of Washington County, Maryland; and
- (c) The Chief of Police of the City of Hagerstown, Maryland.

The Governing Board shall have absolute supervisory authority over the activities of NTF.

B. Member Agencies.

The Member Agencies of NTF are the Washington County State's Attorney's Office, the City of Hagerstown Police Department, and the Washington County Sheriff's Office.

C. Personnel.

Each of the member agencies shall contribute personnel to NTF in the

following numbers:

1. Washington County State's Attorney's Office:
 - Two (2) Prosecutors;
 - Two (2) Senior Office Associates; and
 - One (1) Office Associate (currently this salary is reimbursed by the Drug Enforcement Agency per agreement).
2. Washington County Sheriff's Office:
 - Five (5) Police Officers- (to include one officer who is designated a supervisor);
 - One (1) Gang Investigator; and
 - (One) (1) Gang Analyst.
3. City of Hagerstown Police Department:
 - Five (5) Police Officers (to include one officer who is designated a supervisor); and
 - One (1) Gang Investigator.
4. Washington County Government:
 - One (1) Intelligence Analyst

As determined by a majority vote at a regularly scheduled meeting, the Governing Board may alter the composition of the above named personnel contributions from time to time as needed.

The respective sponsoring governmental units shall retain full responsibility for the compensation, retirement, insurance benefits, and discipline of their own personnel. The City agrees that it shall reimburse the County one-half (1/2) of the costs of the salary of the two (2) prosecutors assigned to the NTF, two (2) of the Senior Office Associates assigned to the NTF, and the Intelligence Analyst.

It is recognized by the parties hereto that officers and personnel assigned to NTF, who have had no previous special instruction in narcotics law enforcement methods will, of necessity, require such training as soon as practicable. Training periods required for personnel new to narcotics investigations shall in no way be considered as a diminution of the personnel contribution of a Member Agency. Furthermore, refresher courses and training seminars, for all personnel assigned to NTF, shall be encouraged by the Governing Board. NTF shall bear the expenses of such training, refresher courses and seminars through the budget of NTF.

D. Supervision.

There shall be appointed by the Governing Board an NTF Director who shall have the responsibility for the day-to-day command and administration of NTF activities. Said Director shall be one of the law enforcement officers as defined by Maryland Code, Public Safety Article, Title 3, *et seq.*, assigned to NTF. It is the intention of the parties that no single member law enforcement agency shall govern NTF. To this end, each member law enforcement agency shall take alternate turns to provide a director of NTF. Further, said director's term of office shall be for a term of two (2) years, at the end of which the Governing Board shall appoint a successor from a different member law enforcement agency. Extension of said term may be approved by a majority of the Governing Board for a period not to exceed six (6) months.

IV. FUNDING

A. Equipment.

The Governing Board may provide for the allocation of existing equipment for use by NTF during the term of its organization. The Governing Board may also elect, after securing such approval as may be necessary from the funding body of the individual member agencies, to call for contributions from the Member Agencies for the purchase of expendable equipment.

B. Operating Expenses.

The County, the City, the State's Attorney, or Sheriff may provide for in-kind contribution of such items as office space, utilities, gasoline, telephone costs, etc., in such proportion as they deem necessary and appropriate.

The Governing Board shall promulgate and approve a written policy providing for a strict accounting for inventory and for detailed procedures pertaining to the expenditure, disbursement, receipt, and handling of funds and the maintenance of records of such transactions. The policy shall call for an annual audit to be conducted of both the inventory and cash fund systems under such conditions as the Governing Board may require. All purchases will be conducted through the County's Purchasing System using County purchasing guidelines.

C. Budget.

The parties agree that the Governing Board shall submit an Annual Budget to

the County in accordance with the budget policies of the County. The Annual Budget shall also be presented for approval to the City. The funding for NTF shall be divided equally between the City and the County. The City and the County shall have the final approval of the Annual Budget for NTF, which shall be administered by the County.

V. GOVERNING BOARD POWERS AND AUTHORITY

A. Powers.

The Governing Board shall establish policy, promulgate rules and regulations, set guidelines, and otherwise provide for:

1. The manner and method of conducting investigations by the personnel of NTF covered by this Agreement;
2. The method of assigning personnel to and from NTF;
3. The manner in which purchases shall be made in accordance with existing policies and laws as from time to time may be amended;
4. The manner in which, upon dissolution of NTF, any surplus investigative funds or equipment are to be returned in proportion to the contributions made by the participating governmental units;
5. The establishment of strict accountability for all funds and the manner in which reports, including an annual independent audit of all receipts and disbursements shall be prepared and presented to each participating governmental unit;
6. The manner in which forfeited funds are disbursed to NTF, or other law enforcement entities, for equipment purchase,, training, and personnel; and
7. Any other necessary and proper matters agreed upon by the Member Agencies.

B. Authority.

It is agreed by the parties that each member of the Governing Board shall have one (1) vote which shall be cast at regularly scheduled Governing Board meetings, when a vote is necessary or appropriate under this Agreement. In cases of emergency, a vote may be held between meetings by conference call, said vote to be ratified at the next scheduled meeting of the Governing Board.

VI. TERMINATION

Any of the parties to this Agreement shall have the absolute right to terminate this Agreement by providing sixty (60) days written notice to the other parties to this Agreement. Reasonable time shall be allowed for NTF personnel to complete pending investigations and prosecution.

In the event this Agreement is terminated, the equipment, personal property, accounts, money, currency, and other property, tangible or otherwise, provided to NTF by the City, County, Sheriff, or the State's Attorney, shall be distributed as follows. First, any property which is clearly identifiable as City, County, Sheriff, or State's Attorney's property shall be returned or distributed to the City, County, Sheriff, or State's Attorney respectively. Any other property, including but not limited to personal property, accounts, money, currency, cash, or other property, tangible or otherwise which has been acquired by NTF shall be distributed equitably between the City, County, Sheriff and/or State's Attorney; a plan of disposition of said property shall initially be established by the Governing Board, subject to the final approval of the City and County.

This section shall not control the disposition of forfeiture proceeds. Forfeiture proceeds shall be controlled by an Amended Agreement Regarding Forfeiture of Contraband and Distribution of Proceeds dated July 28, 2004, or as amended from time to time. A copy of the Amended Agreement Regarding Forfeiture of Contraband and Distribution is attached hereto and all applicable provisions are incorporated herein by reference and made a part hereof.

In the event a dispute arises over the distribution of any property of NTF, including forfeiture proceeds, the parties hereto agree that any such dispute shall be submitted to arbitration with the American Arbitration Association in accordance with its rules, regulations, and procedures. The parties agree to be bound by the arbitration panel's decision.

The initial term of this Agreement shall be the fiscal year July 1, 2015 through June 30, 2016. If this Agreement is not terminated in accordance with the provisions of this Agreement, it shall be automatically renewed.

VII. INSURANCE, BENEFITS, AND BONDING

Each Member Agency providing personnel to NTF shall be responsible for maintaining adequate insurance coverage upon its personnel assigned to said NTF in the same manner as for other officers and deputies who are employees of the Member Agencies. Such insurance shall include, where applicable,

unemployment compensation, workers' compensation, general and law enforcement liability, errors and omissions, life, health, major medical, and any other insurance coverage normally extended to such officers, deputies, or employees pursuant to their benefits package with their respective employers.

VIII. MODIFICATION

This Agreement may be modified at any time with the unanimous consent of the parties. No modification shall be effective unless made in writing and executed and approved with the same formality as this Agreement.

IX. SEVERABILITY

If any provision herein shall be deemed invalid by a court of competent jurisdiction, the remainder of this Agreement, to the extent practicable, shall remain in full force and effect.

X. BINDING EFFECT

The parties hereto agree that all covenants, stipulations, promises, terms, and provisions of this Agreement shall apply to, bind, and be obligatory upon the parties, their successors and assigns, or any of them, whether so expressed or not.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

ATTEST:

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN
MARYLAND


Donna K. Spickler, Clerk

BY:  (SEAL)
David S. Gysberts, Mayor

ATTEST:

BOARD OF COUNTY
COMMISSIONERS OF
WASHINGTON COUNTY,
MARYLAND

Vicki C. Lumm
Vicki Lumm, Clerk

BY: Terry L. Baker (SEAL)
Terry L. Baker, President

WITNESS:

[Signature]

[Signature] (SEAL)
Charles Strong
State's Attorney for Washington County,
Maryland

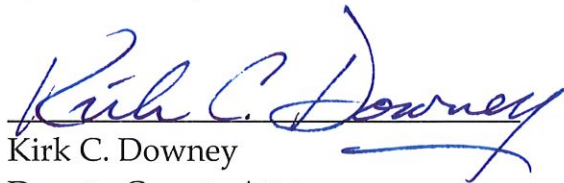
Andrew C. Wypod

[Signature] (SEAL)
Douglas Mullendore
Sheriff for Washington County,
Maryland

[Signature]

[Signature] (SEAL)
Paul J. Kifer
Acting Chief of Police for the
City of Hagerstown

Approved for execution
by the County:

A handwritten signature in blue ink, reading "Kirk C. Downey". The signature is written in a cursive style with a large, looping "K" and a long, sweeping underline.

Kirk C. Downey
Deputy County Attorney

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

Topic:

Monthly Speed Red Light Camera Charges – American Traffic Solutions, Inc. (Mesa, AZ)
\$130,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
CONSENT_AGENDA_-_ATS.pdf	CONSENT AGENDA - ATS
Third_Amendment_to_Agreement_with_ATS.docx	THIRD AMENDMENT
Resolution_to_Enter_into_Third_Amendment_to_Agreement_with_ATS.docx	RESOLUTION

Do Not Complete This Section:
APPROVED FOR: _____
CONSENT AGENDA _____
NEW BUSINESS _____

*(See Department Manager's Comments)

[illegible]

COMMENTS

(1) DEPARTMENT MANAGER:

Cheryl Rawley 10/1/19
Signature/Date

(2) PURCHASING AGENT:

Signature/Date

(3) FINANCE MANAGER:

Signature/Date

(4) CITY ADMINISTRATOR'S RECOMMENDATION:

Signature/Date

**THIRD AMENDMENT TO AGREEMENT
BETWEEN CITY OF HAGERSTOWN, MARYLAND
AND AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY**

This Third Amendment ("Amendment") is effective as of the date of final execution hereof and entered into between the City of Hagerstown, a municipal corporation of the State of Maryland ("Municipality") and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation (herein "ATS").

WHEREAS, ATS entered into an agreement with Howard County, Maryland as of January 5, 2016 (hereinafter the "Howard County Agreement"); and

WHEREAS, the Municipality and ATS entered into an Agreement, subject to the terms and conditions of the Howard County Agreement, effective January 5, 2016, which was amended by the First Amendment to Agreement dated as of December 12, 2017 and then by the Second Amendment to Agreement dated as of January 11, 2019 ("Agreement"); and

WHEREAS, the Municipality and ATS wish to modify and amend certain terms and conditions of the Agreement; and

WHEREAS, Section 3.2 of the Howard County Agreement allows seven (7) one-year renewal options; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Agreement, the parties hereto agree as follows:

1. The Agreement is hereby extended for a one-year period beginning January 1, 2020, and ending December 31, 2020. The parties specifically preserve the right to terminate the Agreement, per paragraphs 3.1 and 5 of the Howard County Agreement.
2. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY

CITY OF HAGERSTOWN

By: _____
Elizabeth Caracciolo Date
EVP/GM, Government Solutions

By: _____
Robert E. Bruchey, II Date

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF A THIRD AMENDMENT TO AGREEMENT WITH
AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY
FOR THE PURPOSES OF
PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM
AND RELATED OFFICE SERVICES**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-202.1 (“the Code”) authorizes the use of traffic control signal monitoring systems (“Red Light Camera Systems”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, American Traffic Solutions, Inc. d/b/a Verra Mobility (“ATS”), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

WHEREAS, Howard County, Maryland (“Howard County”) entered into a written agreement with ATS on or about January 5, 2016 for the provision of a Red Light Camera System in Howard County (the “Howard County Agreement”), after a competitive bid process;

WHEREAS, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City’s membership and participation in the Regional Automated Enforcement Center (“RAEC”);

WHEREAS, the City entered into agreements with both ATS (“the ATS Agreement”) and Howard County which provide for the benefits of Howard County Agreement, as well as Howard County’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City’s use of the RAEC;

WHEREAS, the ATS Agreement expired on December 31, 2017, but was extended until December 31, 2018 by the parties by virtue of a First Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the First Amendment to Agreement expired on December 31, 2018, but was extended until December 31, 2019 by the parties by virtue of a Second Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the City and ATS wish to extend the terms of the ATS Agreement until December 31, 2020; and

WHEREAS, attached hereto and incorporated herein is a Third Amendment to Agreement between the City and ATS to secure ATS's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City. The Third Amendment is effective for a one-year period beginning on January 1, 2020 and ending on December 31, 2020, subject to rights of termination by either party as set forth in Howard County Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Third Amendment to Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

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

Topic:

Landscape Bed and Ground Maintenance Citywide and in Parks – Advantage Landscape & Construction (Hagerstown, MD) \$30,171.69

Mayor and City Council Action Required:

Approval of a contract with Advantage Landscape & Construction for maintenance of landscaped beds at various locations citywide. See the attached.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Consent_Form_-_Landscape_Bed_and_Ground_Maintenance.pdf

Landscape_Bed_and_Ground_Maintenance_Various_Locations.pdf

Description

Signed Consent Form

Consent Form Advantage Landscape & Construction Landscape Maintenance

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: Various Account / Project Name: Ground Services
Budget Amount: See Comments Account Balance: See Comments Year: 19/20 CIP Control No. _____
Unbudgeted \$: _____ Source of Funds: General Fund

Quantity	Description	Value
1	Landscape Bed and Ground Maintenance of Various Locations Citywide	\$20,171.69
1	Landscape Bed and Ground Maintenance in Parks	\$10,000.00

TOTAL VALUE OF PROJECT: \$30,171.69

ABOVE TO BE USED FOR:

Weed control and landscaping in numerous right-of-ways, traffic islands and parking lots.

The Parks & Engineering Department will use the services of Advantage Landscape & Construction on an as-need basis. The \$10,000 is an estimate of costs to meet those needs.

Recommended Vendor:

Business Name: Advantage Landscape & Construction

Address: 12936 Salem Ave.

City, State: Hagerstown, MD 21740

Bid/Proposal/Quote No.: RFP-19-GM-23

OTHER VENDORS:

Firm	City/State	Total Amount
Greenskeeper	Hagerstown, MD	\$28,370.00
Native Terrain	Fallston, MD	\$67,428.65

(1) Department Director: In total, there is sufficient funding in the FY20 approved budget to cover this service. Each of the General Fund departments have sufficient funding within each respective accounts. While the Parking Fund does not have \$4,000 in this particular account line item remaining, there is sufficient funding within the total overall FY20 budget to cover these costs.

PW/Stormwater - \$16,172
Parking Fund - \$4,000
Parks - \$5,000

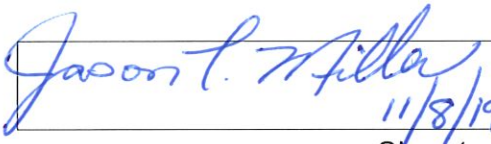
The exact breakdown and dollars may vary and be higher than above based on total usage and need for these services.

 11/2/19

Signature / Date

(2) Purchasing Agent:

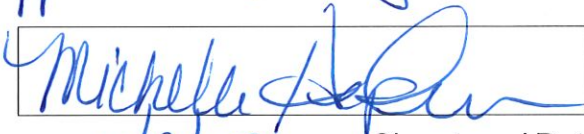
Recommend Approval.

 11/8/19

Signature / Date

(3) Finance Director:

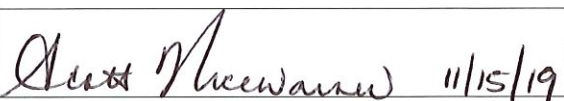
Recommend approval of this service. There is adequate funding identified and/or included in the FY20 approved budget.

 11/8/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

 11/15/19

Signature / Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: Various Account / Project Name: Ground Services
Budget Amount: See Comments Account Balance: See Comments Year: 19/20 CIP Control No. _____
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PW/Stormwater - \$16,172

Parking Fund - \$4,000

Parks - \$5,000

The exact breakdown and dollars may vary and be higher than above based on total usage and need for these services.

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Director:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date

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

Topic:

Bulk Diesel and Gasoline Purchase – Petroleum Traders Corporation (Fort Wayne, IN)
\$423,328.00

Mayor and City Council Action Required:

Approval to purchase bulk diesel fuel and gasoline from Petroleum Traders Corporation. See the attached.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Works_-_Consent_Form_-_
_Bulk_Diesel_Fuel_and_Gasoline.pdf

Bulk_Diesel_Fuel_and_Gasoline_Purchases.pdf

Description

Signed Consent Form

Consent Form Petroleum
Traders Corporation

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: xxxx-5431 Account / Project Name: Fuel Inventory
Budget Amount: \$423,328 Account Balance: \$315,132 Year: 19/20 CIP Control No. NA
Unbudgeted \$: Source of Funds: General Fund, Light, Water, Wastewater, Golf

Quantity	Description	Value
1 each	Bulk Diesel Fuel Purchase (est. 90,000 gallons per year)	*\$1.9176/gal
1 each	Bulk Gasoline Purchase (est. 110,000 gallons per year)	*\$1.6738/gal

*Excludes Taxes per the Bid Documents

TOTAL VALUE OF PROJECT: **\$423,328
 **1 full year budget

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Petroleum Traders Corporation
Address: 7120 Pointe Inverness Way
City, State: Fort Wayne, IN 46804
Bid/Proposal/Quote No.: Washington County PUR-1444

OTHER VENDORS:

Firm	City/State	Total Amount
AC&T	Hagerstown, MD	\$1.9461/gallon Diesel Fuel
AC&T	Hagerstown, MD	\$1.7427/gallon Gasoline
Colonial Oil Industries	Savannah, GA	\$1.9490/gallon Diesel Fuel
Colonial Oil Industries	Savannah, GA	\$1.7466/gallon Gasoline
East River Energy, Inc	Guilford, CT	\$1.9340/gallon Diesel Fuel
East River Energy, Inc	Guilford, CT	\$1.7380/gallon Gasoline
Mansfield Oil Company	Gainesville, GA	\$1.9487/gallon Diesel Fuel
Mansfield Oil Company	Gainesville, GA	\$1.7186/gallon Gasoline
PAPCO, Inc	Aston, PA	\$1.9177/gallon Diesel Fuel
PAPCO, Inc	Aston, PA	\$1.6794/gallon Gasoline

(1) Department Manager: Washington County Government competitively bids the diesel fuel and gasoline for themselves, the Board of Education and the City of Hagerstown to obtain a better bulk rate. The price is based on a bidder's Plus/Minus Factor (think "overhead") added to the current OPIS (Oil Price Information Service) price given on a particular date. The actual price for fuel will vary over the length of the contract from the bid price depending upon the current OPIS rate. The bidder's Plus Factor prices are good from December 1, 2019 through November 30, 2020. Total value of contract is based on an estimated amount of 90,000 gallons of diesel fuel and 110,000 gallons of gasoline to be used in one calendar year. Budget amount based on both gasoline and diesel fuel purchases.

Attached is the Agenda Report Form for Washington County Maryland presented and approved on October 29, 2019.

EBJ 11/2/19

Signature / Date

(2) Purchasing Agent:

Recommend Approval.

Jason T. Miller 11/8/19

Signature / Date

(3) Finance Manager:

Recommend approval for this necessary inventory. Funding was included in the FY20 approved budget.

Michelle H. 11/8/19

Signature / Date

(4) City Administrator's Recommendation:

Recommend Approval

Scott McEwan 11/15/19

Signature / Date

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 11/26/19**

Do Not Complete This Section

Approved Consent Agenda: _____

New Business: _____

Originating Department: Public Works By: Eric B. Deike, Director
 Account Number: xxxx-5431 Account / Project Name: Fuel Inventory
 Budget Amount: \$423,328 Account Balance: \$315,132 Year: 19/20 CIP Control No. NA
 Unbudgeted \$: _____ Source of Funds: General Fund, Light, Water, Wastewater, Golf

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*Excludes Taxes per the Bid Documents

TOTAL VALUE OF PROJECT: **\$423,328

**1 full year budget

ABOVE TO BE USED FOR:

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

Recommended Vendor:

Business Name: Petroleum Traders Corporation
 Address: 7120 Pointe Inverness Way
 City, State: Fort Wayne, IN 46804
 Bid/Proposal/Quote No.: Washington County PUR-1444

OTHER VENDORS:

Firm	City/State	Total Amount
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East River Energy, Inc	Guilford, CT	\$1.7380/gallon Gasoline
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Attached is the Agenda Report Form for Washington County Maryland presented and approved on October 29, 2019.

EB Dh 11/2/19

Signature / Date

(2) Purchasing Agent:

Signature / Date

(3) Finance Manager:

Signature / Date

(4) City Administrator's Recommendation:

Signature / Date



Agenda Report Form

Open Session Item

SUBJECT: Contract Award (PUR-1444) for Gasoline and Diesel Fuel Deliveries

PRESENTATION DATE: October 29, 2019

PRESENTATION BY: Brandi Naugle, CPPB, Buyer – Purchasing Department

RECOMMENDED MOTION: Move to award the bids for gasoline and diesel fuel transport deliveries and gasoline and diesel fuel tank-wagon deliveries under Option No. 1, Four (4) separate contracts to the responsive, responsible bidders who submitted the lowest bids.

1. Contract for **gasoline tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit prices stated in its bid dated October 8, 2019.
2. Contract for **gasoline transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit prices stated in its bid dated October 7, 2019.
3. Contract for **diesel tank-wagon deliveries** to **A. C. & T. Company, Inc of Hagerstown, MD** at the unit prices stated in its bid dated October 8, 2019.
4. Contract for **diesel transport deliveries** to **Petroleum Traders Corporation of Fort Wayne, IN.** at the unit prices stated in its bid dated October 7, 2019.

REPORT-IN-BRIEF: The following tabulations listed below were made from the bids received on October 9, 2019 based on estimated quantities for the contract period that is tentatively to begin on December 1, 2019 and end November 30, 2020. The contracts are for a one (1) year term with no option to renew. These are requirements contracts and the County guarantees neither a maximum nor a minimum quantity.

The bid was advertised on the State of Maryland's eMMA "eMaryland Marketplace Advantage" web site, on the County's web site, and in the local newspaper. Twenty-Four (24) persons/companies registered/downloaded the bid document on-line and six (6) bids were received, one (1) of which was deemed non-responsive. The bids were evaluated based on the Oil Price Information Service (OPIS) pricing index publication and the bidder's bid factor; bids were submitted as follows:

GASOLINE: OPTION NO. 1 *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads</u> <u>Total Bid</u>	<u>Tank-wagon Loads</u> <u>Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$708,324.34	\$137,859.74

Colonial Oil Industries, Inc. Savannah, GA	\$708,963.99	NO BID
East River Energy, Inc. Guilford, CT	\$710,276.66	NO BID
Mansfield Oil Company Gainesville, GA	\$695,929.92	NO BID
PAPCO, Inc. Aston, PA	\$678,927.66	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$678,077.24	NO BID

DIESEL: OPTION 1 *(multiple contract award)*

<u>Vendor</u>	<u>Transport Loads</u> <u>Total Bid</u>	<u>Tank-wagon Loads</u> <u>Total Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$1,275,110.00	\$134,341.17
Colonial Oil Industries, Inc. Savannah, GA	\$1,277,010.14	NO BID
East River Energy, Inc. Guilford, CT	\$1,267,189.19	NO BID
Mansfield Oil Company Gainesville, GA	\$1,276,813.57	NO BID
PAPCO, Inc. Aston, PA	\$1,256,510.91	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$1,256,436.45	NO BID

GASOLINE & DIESEL: OPTION II *(single contract award)*

<u>Vendor</u>	<u>Transport/Tankwagon</u> <u>LoadsTotal Bid</u>
A, C & T Co., Inc. Hagerstown, MD	\$2,252,684.44

Colonial Oil Industries, Inc. Savannah, GA	NO BID
East River Energy, Inc. Guilford, CT	NO BID
Mansfield Oil Company Gainesville, GA *NON-RESPONSIVE – PROPOSAL INCOMPLETE	\$1,972,743.49
PAPCO, Inc. Aston, PA	NO BID
Petroleum Traders Corporation Fort Wayne, IN	\$2,222,696.64

DISCUSSION: The contract requirements for the City of Hagerstown, Washington County Public Schools and Hagerstown Community College are also included in the above recommendations. Those entities will also make their own formal contract awards.

FISCAL IMPACT: Funds are available in various departmental operating budgets for fuels.

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: The complete Bid Tabulation may be viewed on-line at:
<https://www.washco-md.net/wp-content/uploads/purch-pur-1444-bidtab.pdf>

AUDIO/VISUAL NEEDS: N/A

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

Topic:

Light – Switch Repair Parts, Wesel Substation – S&C Electric Company (Annapolis, MD)
\$71,193.44

Mayor and City Council Action Required:

Electric Division requests approval for purchase part parts to repair the substation bus switches at Wesel substation on the de-energized section of bus (Bus B).

Discussion:

Required to provide for use of the section of bus structure located on the west side of Wesel substation to provide for future distribution circuit installation. This section of bus has been vandalized for scrap value of the equipment since construction in the mid 1990's.

Financial Impact:

\$42,395.00 available in CIP C0778. Remaining funds will be provided by the Electric Fund's cash reserves.

Recommendation:

Recommend purchase direct from the manufacturer, S&C Electric. Based on 2018 budgetary quotation, the cost of new switches is estimated to exceed \$90,000.

Motion:

Action Dates:

Regular Session 11/26/2019

ATTACHMENTS:

File Name

Light_-_Consent_Form_-_Substation_Upgrade.pdf
201911_Wesel_Switch_Consent.pdf
Wesel_Bus_B_Photo.pdf
Bus_B_SW_Illustration.pdf

Description

Signed Consent Form
Consent Form
Photos
Illustration

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION

MEETING OF 11/26/2019

APPROVED FOR:

CONSENT AGENDA X

NEW BUSINESS _____

ORIGINATING DEPARTMENT Utilities/Electric Division BY Nathan Fridinger, Electric Operations Manager

ACCOUNT NO. 5085001-583002-C0778 ACCOUNT/PROJECT NAME Substation Upgrades

BUDGET AMOUNT \$ 60,000.00 ACCOUNT BALANCE \$ 42,395.00 YEAR FY20 CIP C0778

UNBUDGETED* \$ 28,798.44 SOURCE OF FUNDS ELECTRIC FUND CASH RESERVES

*(See Department Manager Comments)

QUANTITY	DESCRIPTION	AMOUNT
<u>4</u>	<u>SMD-20 Power Fuse Assembly, 15kV</u>	<u>\$848.87 ea. \$ 3,395.48</u>
<u>4</u>	<u>SMD-20 Fuse End Fittings, 15kV</u>	<u>\$122.40 ea. \$ 489.60</u>
<u>12</u>	<u>Overhaul Kit for Loadbuster Disconnect, 15kV, 600A</u>	<u>\$256.13 ea. \$ 3,073.56</u>
<u>6</u>	<u>Interrupter for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$517.93 ea. \$ 3,107.58</u>
<u>6</u>	<u>Blade Assembly for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$758.20 ea. \$ 4,549.20</u>
<u>6</u>	<u>Contact for Sidebreak gang switch, 15kV, 600A, clockwise</u>	<u>\$308.27 ea. \$ 1,849.62</u>
<u>6</u>	<u>Interrupter for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$517.93 ea. \$ 3,107.58</u>
<u>6</u>	<u>Blade Assembly for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$758.20 ea. \$ 4,549.20</u>
<u>6</u>	<u>Contact for Sidebreak gang switch, 15kV, 600A, counter-clockwise</u>	<u>\$308.27 ea. \$ 1,849.62</u>
<u>6</u>	<u>Overhaul Kit for Vertical break gang switch, 15kV, 1200A</u>	<u>\$3,519.00 ea. \$ 21,114.00</u>
<u>6</u>	<u>Interrupter for Vertical break gang switch, 25kV, 1200A</u>	<u>\$874.93 ea. \$ 5,249.58</u>
<u>6</u>	<u>Blade Assembly for Vertical break gang switch, 25kV, 1200A</u>	<u>\$1,757.00 ea. \$ 10,542.00</u>
<u>6</u>	<u>Contact for Vertical break gang switch, 25kV, 1200A</u>	<u>\$1,114.07 ea. \$ 6,684.42</u>
<u>6</u>	<u>Pushrod for Vertical break gang switch, 25kV, 1200A</u>	<u>\$272.00 ea. \$ 1,632.00</u>
	TOTAL AMOUNT	\$ 71,193.44

ABOVE TO BE USED FOR:

Replacement Parts for Substation Class Bus Mounted Switches at Wesel Substation (Bus B)

BID/PROPOSAL/QUOTE NO. Sole Procurement

RECOMMENDED VENDOR: #12919

BUSINESS NAME: S&C Electric Company
c/o Bradley Electro Sales Corporation
ADDRESS: 212 Renard Court, Unit I
CITY, STATE: Annapolis, MD 21401

OTHER VENDORS:

BUSINESS NAME	CITY, STATE	AMOUNT
_____	_____	_____
_____	_____	_____

(1) DEPARTMENT MANAGER:

Recommend purchase direct from the manufacturer, S&C Electric.

This purchase will provide for the parts necessary to repair the de-energized bus section switches on the west side of Wesel Substation. Several parts (mainly copper) are missing from this section of bus due to vandalism since construction in the mid 1990's. Based on 2018 budgetary quotation, the cost of new switches is estimated to exceed \$90,000.

Nathan Lutzinger

11/4/2019

SIGNATURE/DATE

(2) PURCHASING AGENT:

Recommend Approval.

Jason T. Miller 11/15/19

SIGNATURE/DATE

(3) FINANCE MANAGER:

Recommend approval. The funding needed to cover the \$28K not in this line item budget will be offset in total Electric operating budget or utilize electric cash reserves.

Michelle Hopewell

SIGNATURE/DATE

11/15/19

(4) CITY ADMINISTRATOR:

Recommend Approval

Scott Newman 11/15/19

SIGNATURE/DATE

CITY OF HAGERSTOWN
MAYOR AND COUNCIL
PURCHASE/CONTRACT INFORMATION

MEETING OF 11/26/2019

APPROVED FOR:

CONSENT AGENDA X

NEW BUSINESS _____

ORIGINATING DEPARTMENT Utilities/Electric Division BY Nathan Fridinger, Electric Operations Manager

ACCOUNT NO. 5085001-583002-C0778 ACCOUNT/PROJECT NAME Substation Upgrades

BUDGET AMOUNT \$ 60,000.00 ACCOUNT BALANCE \$ 42,395.00 YEAR FY20 CIP C0778

UNBUDGETED* \$ 28,798.44 SOURCE OF FUNDS ELECTRIC FUND CASH RESERVES

*(See Department Manager Comments)

QUANTITY	DESCRIPTION	AMOUNT
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TOTAL AMOUNT		\$ 71,193.44

ABOVE TO BE USED FOR:

Replacement Parts for Substation Class Bus Mounted Switches at Wesel Substation (Bus B)

BID/PROPOSAL/QUOTE NO. Sole Procurement

RECOMMENDED VENDOR: #12919

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OTHER VENDORS:

BUSINESS NAME	CITY, STATE	AMOUNT
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11/4/2019

SIGNATURE/DATE

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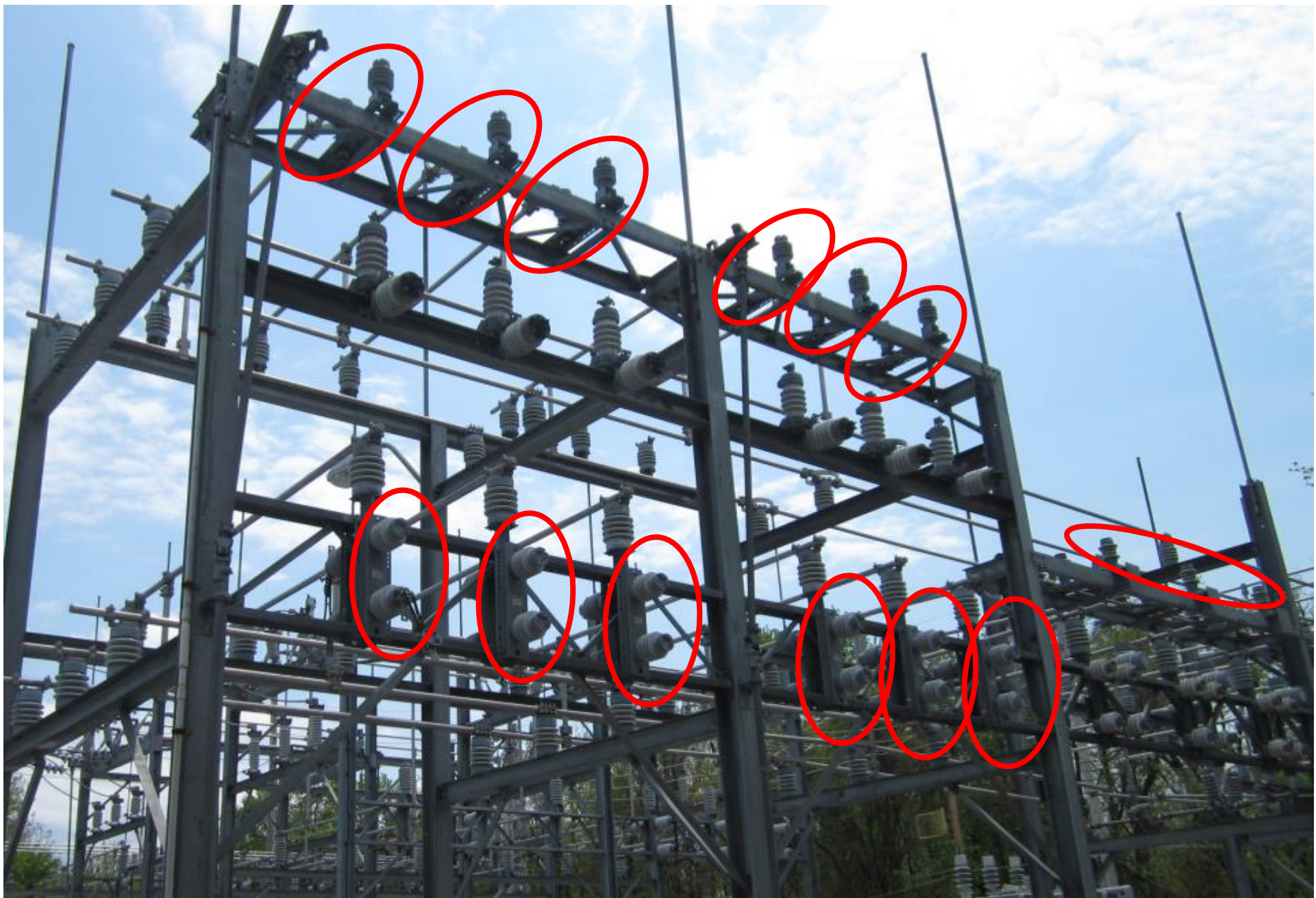
SIGNATURE/DATE

(3) FINANCE MANAGER:

SIGNATURE/DATE

(4) CITY ADMINISTRATOR:

SIGNATURE/DATE



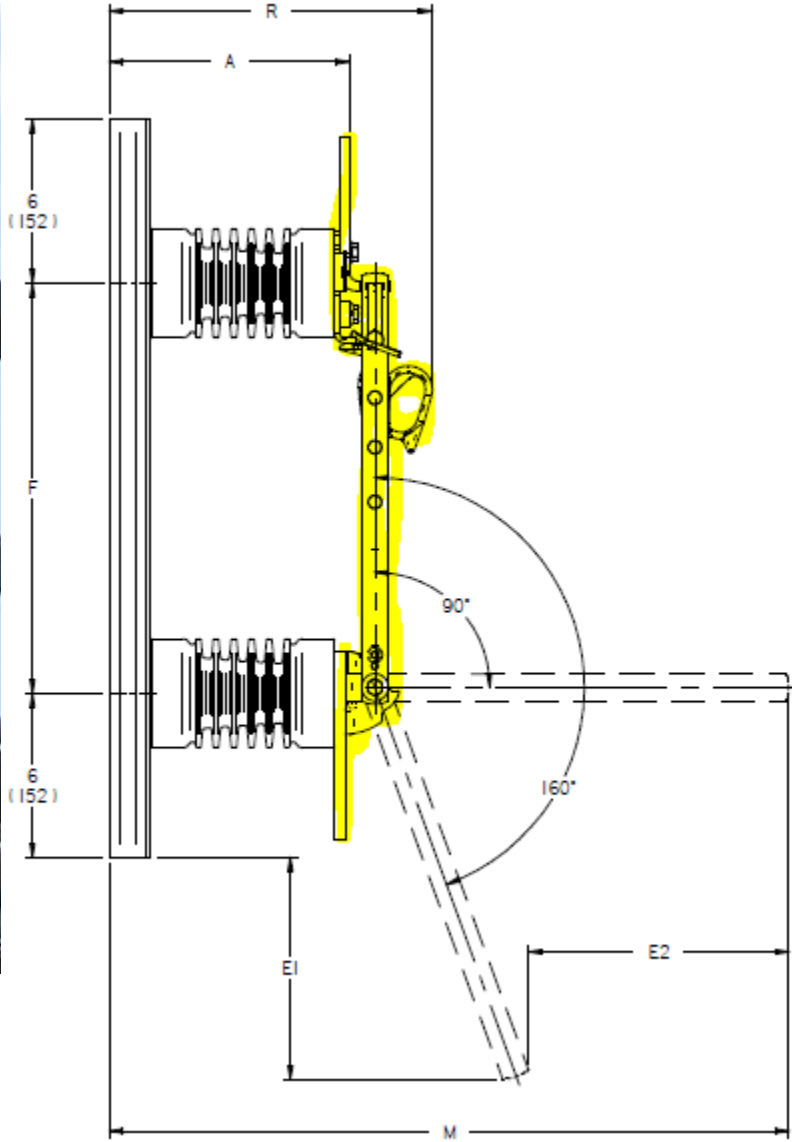


Loadbreak Disconnect
Station – vertical, 14.4 kV, 600A
14722

Stationary contact with two-hole terminal pad and insulator mounting bracket

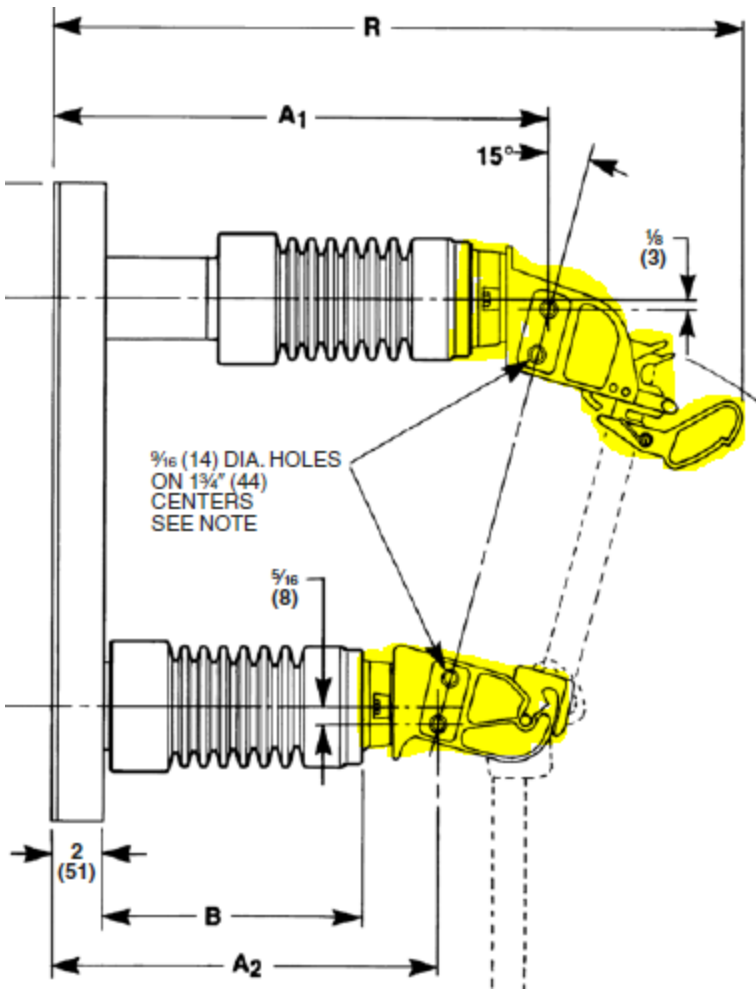
Hinge contact with two-hole terminal pad and insulator mounting bracket

Blade assembly with latch and pryout



Power Fuse
Station – vertical-offset, 14.4 kV, SMD-20
192222R2

- Latch and upper contact assembly with insulator mounting bracket
- Hinge and lower contact assembly with insulator mounting bracket
- Fuse unit end fittings



Alduti

Three-pole, Side Break, Heavy Duty, 14.4 kV, 600 A

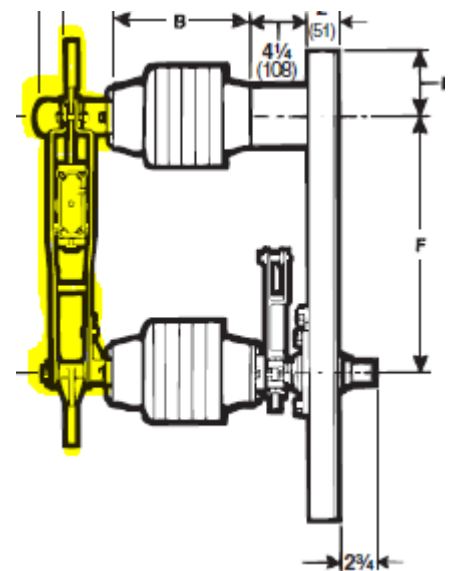
137012R3 (CW) & 137212R3 (CCW)

Stationary contact with two-hole terminal pad and insulator mounting bracket

Hinge contact with two-hole terminal pad and insulator mounting bracket

Interrupter Assembly

Blade assembly



Alduti

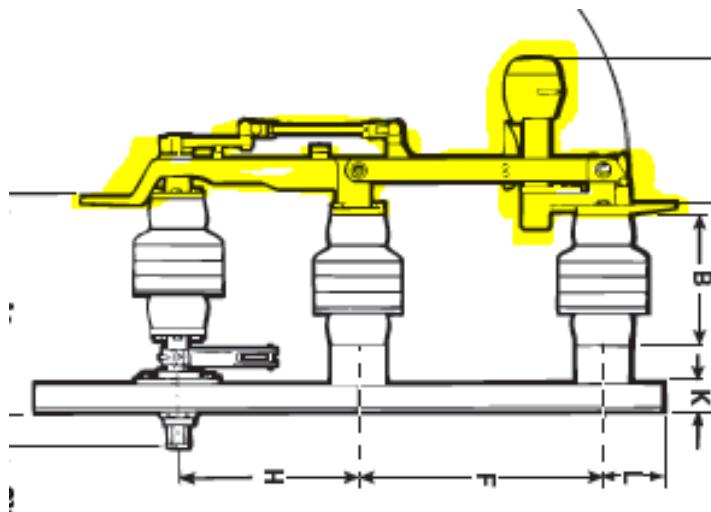
Three-pole, Vertical Break, 14.4 kV, 1200 A

320222R9

Stationary contact with four-hole terminal pad and insulator mounting bracket

Rotating contact with four-hole terminal pad and insulator mounting bracket

Interrupter Assembly



Alduti

Three-pole, Vertical Break, 25 kV, 1200 A

135874R1

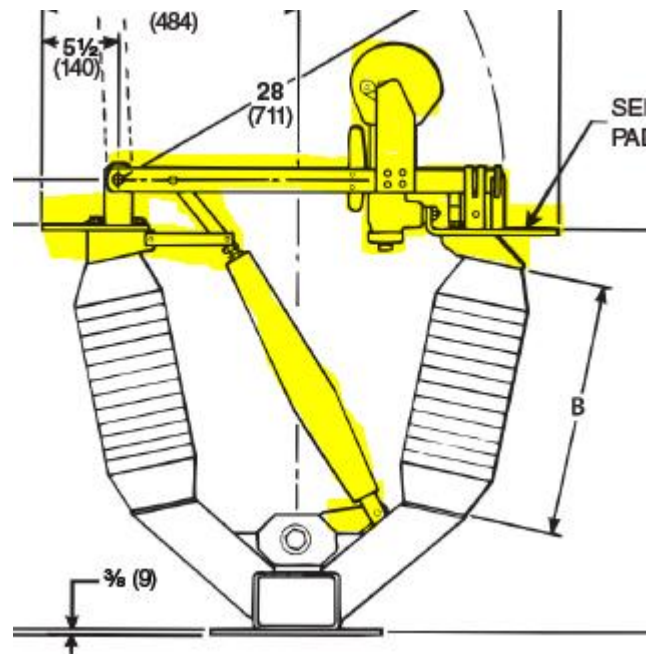
Stationary contact with four-hole terminal pad and insulator mounting bracket

Hinge contact with four-hole terminal pad and insulator mounting bracket

Interrupter Assembly

Blade assembly

Operating Rod Assembly



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

Topic:

Wastewater – Temporary Thickening Services – Synagro (Baltimore, MD) \$69,909.81

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Temporary_Thickening_Services.pdf

Synagro_Temp_Thickening_Services_11072019.pdf

Description

Signed consent form

WW Div Consent for Temp
Thick Services

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

Quantity	Description	Value
Lump Sum	Additional temporary thickening services during construction	\$ 69,909.81
	TOTAL	\$ 69,909.81

During the rehabilitation of our DAF Facilities at the Wastewater Treatment Plant, Synagro provided Temporary Thickening Services while the DAF unit was being replaced. Due to unforeseen delays caused by the equipment manufacturer, The Temporary Thickening Services were required for an additional 3 months beyond what was originally anticipated. Synagro is requesting reimbursement for their costs to provide those services.

Other Vendors: **Sole Source**

Amount

Comments

Department Manager (required on all unbudgeted items):

The City operates the DAF facilities as part of the solids handling process in the Wastewater Treatment Plant. Phase 1B of the Solids Processing Improvements involved the complete replacement of the DAF unit and all related equipment and controls. Synagro provided the Temporary Thickening Services during the time that the DAF facilities were out of service. Originally it was estimated that the DAF unit would be out of service for a period of 4 months. Due to unforeseen delays caused by the manufacturer, the DAF unit was out of service for 7 months and therefore required Synagro to provide their temporary thickening services for an additional 3 months.

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Nancy Hauwath

Director of Utilities

November 26, 2019

Date

Finance Department:

Recommend Approval.

Jason T. Miller

Signature

11/15/19

Date

Finance Manager:

Approve - this is above & beyond what was covered/projected in contract. Department has indicated that this \$69K can't be absorbed anywhere in total Synagro approved balances.

Signature

Date

City Administrator's Recommendation:

WWT operating funds will cover this overage.

Recommend Approval - have asked if reimbursement is possible to manufacturer for the "unforeseen delay" for that 3 month period

Scott McInerney

Signature

11/15/19

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
Lump Sum	Additional temporary thickening services during construction	\$ 69,909.81
	TOTAL	\$ 69,909.81

During the rehabilitation of our DAF Facilities at the Wastewater Treatment Plant, Synagro provided Temporary Thickening Services while the DAF unit was being replaced. Due to unforeseen delays caused by the equipment manufacturer, The Temporary Thickening Services were required for an additional 3 months beyond what was originally anticipated. Synagro is requesting reimbursement for their costs to provide those services.

Business Name: Synagro - WWT, Inc
Address: 435Williams Court, Suite 100
City, State: Baltimore, MD
Proposal/Quote No.: N/A

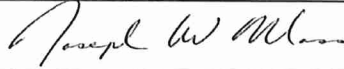
<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
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[illegible]

Comments

Department Manager (required on all unbudgeted items):

The City operates the DAF facilities as part of the solids handling process in the Wastewater Treatment Plant. Phase 1B of the Solids Processing Improvements involved the complete replacement of the DAF unit and all related equipment and controls. Synagro provided the Temporary Thickening Services during the time that the DAF facilities were out of service. Originally it was estimated that the DAF unit would be out of service for a period of 4 months. Due to unforeseen delays caused by the manufacturer, the DAF unit was out of service for 7 months and therefore required Synagro to provide their temporary thickening services for an additional 3 months.



Wastewater Operations Manager

November 26, 2019



Director of Utilities

November 26, 2019

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

Invoice Date	Synagro Invoice \$	City Paid \$	Difference
2/28/2019	\$412,352.35	\$412,352.35	\$0.00
3/31/2019	\$306,539.25	\$306,539.25	\$0.00
4/30/2019	\$178,545.15	\$155,323.32	-\$23,221.83
5/31/2019	\$1,268,715.35	\$1,222,027.37	-\$46,687.98
6/30/2019	\$504,800.73	\$504,800.73	\$0.00
7/31/2019	\$585,149.44	\$585,149.44	\$0.00
8/31/2019	\$377,138.37	\$377,138.37	\$0.00
Totals -->	\$3,633,240.64	\$3,563,330.83	-\$69,909.81

Per 9/10 phone call and e-mails, John/Joe agreed to short pay disputed value for the monthly temporary thickening charges. (see Tab April Short Pay). In that this occurred in early September and neither Joe/John understood the July adjustment had already covered this amount, it is additional amount due at this time, but covers same item deducted from May invoice.

Per 7/1 Joe e-mail, Joe/John agreed to short pay disputed amount for the temporary thickening charges, totaling \$46,687.98 (April & May charges - See Tab May Short Pay)

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
04/30/2019	APPL 1 - 4-30-19	PHASE 1B SL THICKENING & PHASE	00090528	\$155,323.32
03/31/2019	APPL 1 - 3-31-19	PHASE 1B SL THICKENING & PHASE		\$306,539.25
08/31/2019	APPL 7 - 8-31-19	PHASE 1B SL THICKENING & PHASE		\$377,138.37
02/28/2019	APP -1 2-28-19	PHASE 1B SL THICKENING & PHASE		\$412,352.35
07/31/2019	APPL 6 - 7-31-19	PHASE 1B SL THICKENING & PHASE		\$585,149.44

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
05/31/2019	AIA DOCUMENT G702	PHASE 1B SL THICKENING & PHASE	00089161	\$1,222,027.37

City of Hagerstown

Invoice Date	Invoice Number	Description	Check Number:	Invoice Amount
06/30/2019	APPLICATION 5	PHASE 1B SL THICKENING & PHASE	00089698	\$504,800.73

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

Topic:

Wastewater – Solids Processing – Pelletizer Improvements – Synagro (Baltimore, MD)
\$39,767.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Consent_Form_-_Pelletizer_Improvements.pdf

Wastewater_Consent_Agenda_C0711.pdf

Description

Signed Consent Form

WW Division Consent
Agenda for C0711

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
As Described	Stage 1 and 2 Odor Control Scrubber Repairs	\$ 21,030.00
	Prep, Prime and Paint steel support structure for the Belt Filter Press	\$ 13,550.00
	Subcontractor Mark-up @15%	\$ 5,187.00
	TOTAL	\$ 39,767.00

During the rehabilitation of our Solids Processing Facilities at the Wastewater Treatment Plant, Synagro will be completing needed improvements to the interior of the building and ancillary pieces of equipment that are not being completely replaced under the scope of the Pelletizer Improvements project. In accordance with the current Contract with City, Synagro is responsible to maintain the Pelletizer Facility and is entitled to reimbursement plus 15% markup from the City for completing this work since the Facility is owned by the City.

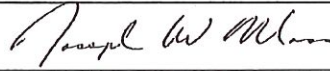
Other Vendors: **Sole Source**

Amount

Comments

Department Manager (required on all unbudgeted items):

In addition to its day to day operations and maintenance responsibilities, Synagro, in accordance with the execution of the their Third Extension Agreement dated September 24, 2013, is responsible to complete the work of designing, procuring, and constructing needed major capital improvements to the Facility, including immediate capital improvements and subsequent capital improvements throughout the Third Extension Term. Most of those Capital Improvements are included in the Solids Processing-Pelletizer Improvements Project currently in progress. C0711 is intended to pay for other necessary improvement to the Pelletizing Facility that can be completed while the Facility is not in service.



Water Operations Manager

November ¹³ 26, 2019



Director of Utilities

November ¹³ 26, 2019

Date

Finance Department:

Recommend Approval.



Signature

11/15/19

Date

Finance Manager:

Approve.



Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval



Signature

11/15/19

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
As Described	Stage 1 and 2 Odor Control Scrubber Repairs	\$ 21,030.00
	Prep, Prime and Paint steel support structure for the Belt Filter Press	\$ 13,550.00
	Subcontractor Mark-up @15%	\$ 5,187.00
	TOTAL	\$ 39,767.00

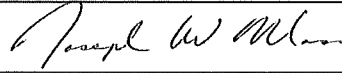
During the rehabilitation of our Solids Processing Facilities at the Wastewater Treatment Plant, Synagro will be completing needed improvements to the interior of the building and ancillary pieces of equipment that are not being completely replaced under the scope of the Pelletizer Improvements project. In accordance with the current Contract with City, Synagro is responsible to maintain the Pelletizer Facility and is entitled to reimbursement plus 15% markup from the City for completing this work since the Facility is owned by the City.

[illegible]

Comments

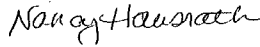
Department Manager (required on all unbudgeted items):

In addition to its day to day operations and maintenance responsibilities, Synagro, in accordance with the execution of the their Third Extension Agreement dated September 24, 2013, is responsible to complete the work of designing, procuring, and constructing needed major capital improvements to the Facility, including immediate capital improvements and subsequent capital improvements throughout the Third Extension Term. Most of those Capital Improvements are included in the Solids Processing-Pelletizer Improvements Project currently in progress. C0711 is intended to pay for other necessary improvement to the Pelletizing Facility that can be completed while the Facility is not in service.



Water Operations Manager

November 26, 2019



Director of Utilities

November 26, 2019

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

L&L Repair & Services LLC

400 Cresswell Road
Brooklyn Park, MD 21225
443-694-6033

Invoice

Date	Invoice #
9/30/2019	986

Bill To
SYNAGRO 1030 Frederick Street Hagerstown, Maryland 21740 United States

P.O. No.	Terms	Project
14970	Net 30	986

Quantity	Description	Rate	Amount
1	STAGE 1 AND 2 SCRUBBER REPAIRS	21,030.00	21,030.00
Thank you for your business.		Total	\$21,030.00

Excel Painting Co.

8380 Old Philadelphia Rd.
Baltimore, Md. 21237
410-682-8989
410-682-5117

Invoice
9/30/19
Federal ID No.
52-1882578

BILL TO:
Synargro
1030 Frederick St.
Hagerstown, Md.
21740

JOB NAME:
Prep. Prime and Paint Water
Treatment Plant.
Extra
P.O. No. 14973

Quantity	Item	Description	Total
100%	Completed	Prep. Primer & Paint	\$10,850.00
	Extra	Per Change Order dated 9/23/19	\$2,700.00

Total Due: \$13,550.00

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

Topic:

Wastewater – Liquid Oxygen – Air Products and Chemicals, Inc. (Allentown, PA) \$32,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Liquid_Oxygen.pdf

Wastewater_Division_Consent_Air_Products_Amend_No._3.pdf

Description

Signed Consent Form

WW Division Chemicals
Consent Agenda Liquid O2

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

Quantity	Description	Value
See attached contract	Liquid Oxygen (SOLE SOURCE)	\$ 32,000.00
	TOTAL	\$ 32,000.00

The above chemical is a sole source item used in the wastewater treatment process in the event there is an interruption to the supply of oxygen generated by onsite equipment. Attached is the 3rd amendment to the original agreement dated 15 February 2013 which extends the terms of the agreement through 15 November 2021. Based on historical usage it is estimated that the amount of liquid oxygen needed for the wastewater treatment plant through November 2021 will be approximately \$32,000. Therefore this request is to increase the amount of PO 20181034 by \$32,000.00.

Therefore this request is to increase the amount of PO 20181034 by \$32,000.00. No
 No PO increase - Add new PO m. J. 11/15/19

Amount

[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division. This is for Liquid Oxygen to be used at the WWTP in the event there is a disruption to the supply of oxygen generated by onsite equipment. The Unit Price for this product shall be determined based on the terms of the attached Product Supply Agreement through 15 November 2021.

Nancy Hauorath

Director of Utilities

November 26, 2019

Date

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Recommend Approval.

Jason L. Miller

Signature

11/15/19

Date

Finance Manager:

Recommend approval. We will create a new PO to cover the remaining time period for the chemical agreement. This will cross fiscal years + is anticipated to continue to have funding for needed chemicals.

Michelle

Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval

Steve Newman

Signature

11/15/19

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
----------	-------------	-------

Above To Be Used For:
The above chemical is a sole source item used in the wastewater treatment process in the event there is an interruption to the supply of oxygen generated by onsite equipment. Attached is the 3rd amendment to the original agreement dated 15 February 2013 which extends the terms of the agreement through 15 November 2021. Based on historical usage it is estimated that the amount of liquid oxygen needed for the wastewater treatment plant through November 2021 will be approximately \$32,000. Therefore this request is to increase the amount of PO 20181034 by \$32,000.00.

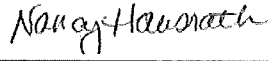
Other Vendors:	Sole Source
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[illegible]

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division. This is for Liquid Oxygen to be used at the WWTP in the event there is a disruption to the supply of oxygen generated by onsite equipment. The Unit Price for this product shall be determined based on the terms of the attached Product Supply Agreement through 15 November 2021.



Director of Utilities

November 26, 2019

Date



Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

AMENDMENT NO. 2 TO
PRODUCT SUPPLY AGREEMENT
BETWEEN
AIR PRODUCTS AND CHEMICALS, INC.
AND CITY OF HAGERSTOWN MARYLAND
DATED 15 FEBRUARY 2013

THIS AMENDMENT, dated and effective this 9th day of March, 2018, by and between AIR PRODUCTS AND CHEMICALS, INC. ("Seller"), and CITY OF HAGERSTOWN MARYLAND ("Buyer").

WITNESSETH:

WHEREAS, Seller and Buyer are parties to a Product Supply Agreement dated 15 February 2013 and as amended 14 October 2015 (the "Agreement"), for supply of Liquid Oxygen to Buyer's facility at 1 Clean Water Circle, Hagerstown, MD 21740.

WHEREAS, the parties now wish to amend certain aspects of the Agreement.

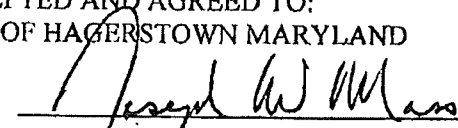
NOW, THEREFORE, Seller and Buyer have agreed to amend the Agreement as follows:

1. The Term of the Agreement is extended through 15 November 2021 and thereafter will continue in accordance with Section 3.
2. The Unit Price is \$5.07 per 1000 scf and will remain firm through 30 June 2019. Thereafter it will adjust in accordance with Section 8.

Except as expressly set forth herein, all of the terms and conditions of the Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be signed by their duly authorized representatives as of the day and year first above written.

ACCEPTED AND AGREED TO:
CITY OF HAGERSTOWN MARYLAND

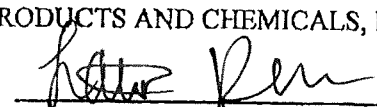
By: 

Name: JOSEPH W. MOSS

Title: WW OPERATIONS MANAGER

Date: 3-9-18

ACCEPTED AND AGREED TO:
AIR PRODUCTS AND CHEMICALS, INC.

By: 

Name: Latisha Rendon

Title: Sales Manager

Date: 3/30/18

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

Topic:

Water & Wastewater – Bulk Chemical Purchase – Wastewater Division \$501,118.00 (multiple vendors) and Water Division \$830,164.06 (multiple vendors)

Mayor and City Council Action Required:

Approval of FY20 & FY21 Chemical Purchases

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Wastewater_-_Consent_Form_-_Chemical_Purchase.pdf

Consent_-_Wastewater_Chemical_Purchase.pdf

Water_-_Consent_Form_-_Chemical_Purchase.pdf

Water_FY20____FY21_Chemical_Purchases_11262019.pdf

Description

Signed Consent Form
Wastewater Chemicals

Wastewater FY20 & FY21
Chemical Purchase

Signed Consent Form
Water Chemicals

Water FY20 & FY21
Chemical Purchase

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/26/2019

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

Originating Department: Utilities Dept. (Wastewater Division) By: Joseph Moss
Account Number: Various Account/Project Name: City/County Joint Chemical Bid
Budget Amount: FY20 \$ ~~489,100~~ Account Balance: \$ ~~500,000~~ Year CIP Control No.: NA
Unbudgeted: _____ Account Balance: _____ Year CIP Control No.: _____
Source Of Funds: Wastewater Fund - Operating

Quantity	Item	Description	Value
80 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	\$ 45,360
4,000 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (PVS Minibulk)	\$ 7,920
1,200 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Innovative Water Care)	\$ 2,538
2,000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland BioChemical)	\$ 14,360
75,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 201,750
100,000 Gallons	28	Wastewater - Chemicals - Methanol (Univar USA)	\$ 159,000
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	\$ 4,640
3500 Gallons	31B	Wastewater - Caustic 25% (PVS Minibulk)	\$ 5,565
5000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 59,985
TOTAL			\$ 501,118.00

Above To Be Used For:

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

Recommended Vendor:

Business Name: See Attached Summary Report

Address: _____

City, State: _____

Bid/Proposal/Quote No.: County Bid PUR-1445

Other Vendors:

Firm	City, State	Amount
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2019

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

Nancy Hausman

Director of Utilities

November 26, 2019

Date

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Recommend approval.

Joan T. Miller

Signature

11/15/19

Date

Finance Manager:

Recommend approve. This will cross fiscal year? is anticipated that chemical funding will be included in the FY21 budget.

Michelle H. H.

Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval

Keith Newman

Signature

11/15/19

Date

City of Hagerstown
Mayor and City Council
Purchase - Contract Information
Meeting of: 11/26/2019

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

Originating Department: Utilities Dept. (Wastewater Division) By: Joseph Moss
Account Number: Various Account/Project Name: City/County Joint Chemical Bid
Budget Amount: FY20 \$ 489,100 Account Balance: \$ 500,000 Year _____ CIP Control No.: NA
Unbudgeted: _____ Account Balance: _____ Year _____ CIP Control No.: _____
Source Of Funds: Wastewater Fund - Operating

Quantity	Item	Description	Value
80 Dry Tons	3	Wastewater - Chemicals - 38%-42% Ferric Chloride (PVS)	\$ 45,360
4,000 Gallons	5	Wastewater - Chemicals - 12.5% Sodium Hypochlorite (PVS Minibulk)	\$ 7,920
1,200 Pounds	18	Wastewater - Chemicals - 3" Tablet Chlorine (Innovative Water Care)	\$ 2,538
2,000 Gallons	26	Wastewater - Chemicals - Defoamer Suppressor (Maryland BioChemical)	\$ 14,360
75,000 Gallons	27	Wastewater - Chemicals - Thioguard (Premier Magnesia)	\$ 201,750
100,000 Gallons	28	Wastewater - Chemicals - Methanol (Univar USA)	\$ 159,000
500 Pounds	29	Wastewater - Bacterial Enzymatic Powder (Maryland Chemical Co.)	\$ 4,640
3500 Gallons	31B	Wastewater - Caustic 25% (PVS Minibulk)	\$ 5,565
5000 Gallons	35	Wastewater - Chemicals - Polymer Zetag 8814 (Coyne Chemical)	\$ 59,985
TOTAL			\$ 501,118.00

Above To Be Used For:

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

Recommended Vendor:

Business Name: See Attached Summary Report

Address: _____

City, State: _____

Bid/Proposal/Quote No.: County Bid PUR-1445

Other Vendors:

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
See Attached Summary Report		

Comments

Department Manager (required on all unbudgeted items):

Chemicals for the Utilities Department - Wastewater Division bid through Washington County. The attached charts provide a summary of all bidders and a summary of the most responsive bidder. This contract will begin on December 1, 2019

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

Nancy Hausman

Director of Utilities

November 26, 2019

Date

Joseph W. Miller

Wastewater Operations Manager

November 26, 2019

Date

Purchasing Agent

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

PUR-1445 - WasteWater Treatment Chemicals

Bid Item No.	Description / (Delivered Price per Unit of Measure)	Delivered Price Per	Unit of Measure	Amato Industries, Inc / Amchlor Silver Spring, MD	Brenntag Northeast, Inc. Reading, PA	Chemrite, Inc. Buford, GA	George S. Coyne Chemical Co., Inc. Croydon, PA	Kuehne Chemical Company, Inc So. Kearny, NJ	Maryland Biochemical Company, Inc. Bel Air, MD	Maryland Chemical Compnay, Inc. Baltimore, MD	Premier Magnesia, LLC Wayne, PA	PVS Technologies, Inc. Detroit, MI	Univar USA, Inc. (FKA Univar USA Inc.	PVS Minibulk, Inc. Detroit, MI	Innovative Water Care Alphoretta, GA
3	Ferric Chloride (City of Hagerstown)	Dry Ton	Dry Ton	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$567.00	No Bid	\$653.00*	No Bid
5	12.5% Sodium Hypochlorite (City of Hagerstown)	Gallon	Gallon Bulk	\$2.16	No Bid	No Bid	No Bid	\$5.00	No Bid	No Bid	No Bid	No Bid	\$2.25	\$1.98	No Bid
18	3" Tablet Chlorine (Calcium Hypochlorite) (City of Hagerstown)	Pound	50 - 100 Pound Drum	\$2.50*	No Bid	No Bid	2.3687*	No Bid	No Bid	\$2.325	No Bid	No Bid	2.12*	No Bid	2.115*
26	Defoamer – Anti-Foam (City of Hagerstown)	Gallon	55-Gallon	No Bid	No Bid	No Bid	9.0988*	No Bid	\$7.18	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
27	Thioguard (55% - 65% Magnesium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	2.69*	No Bid	No Bid	No Bid	No Bid
28	Methanol (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	\$1.59	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.65	No Bid	No Bid
29	Bacterial Enzymatic Powder (Washington County DWQ)	Pound	50-Pound Container (1/2 pound packets)	No Bid	No Bid	No Bid	No Bid	No Bid	9.83*	9.28*	No Bid	No Bid	No Bid	No Bid	No Bid
31B	25% Caustic Soda (Sodium Hydroxide) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$1.59	No Bid
35	Polymer (Zetag 8814) (City of Hagerstown)	Gallon	Gallon Bulk	No Bid	No Bid	No Bid	\$11.9969	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Exceptions:

George S. Coyne Chemical Co., Inc.

#18 - Minimum 2 Pallets per Delivery

#26 - Minimum 2 drums per Delivery

Maryland Chemical Co., Inc. Baltimore MD

#29 - Packaged in 25lb containers MF Grease Buster incumbent product

PVS Minibulk, Inc. Detroit, MI

#3 - Minibulk delivered, True minibulk Deliveries, with PVS Driver on each delivery

Exceptions:

Univar USA

#18 - 24 pail minimum one pallet

#31 - 2,000 gallon minimum

Premier Magnesia, LLC, Waynesville, NC

#27 - Equivalent wet lb pricing is \$0.209/wet lb

Amato Industries, Inc / Amchlor Silver Spring, MD

#18 - 50-lb

Exceptions:

Innovative Water Care Alphoretta, GA

#18 - 50 lb pails delivered 24x units on a pallet net 1200 lbs.

Maryland Biochemical Co. Inc. Belair, MD

#29 - Shipped in 25lb plastic bucket 50-8oz bags

 Indicates New Supplier for this product

Wastewater Chemical Bid Recommendation for FY20 & FY21

Operation and Account Number	FY20 Budgeted Amount	Item#	Description	Facility	Estimated Quantity	Unit	Recommended Vendor	FY20 Unit Cost	FY20/21 Projected Annual Cost
Wastewater Treatment Plant 54-71501									
5374-G0348	\$ 45,000	3	Ferric Chloride	Wastewater	80	Dry Ton	PVS TECHNOLOGIES	\$ 567.000	\$ 45,360
559115	\$ 8,000	5	12.5% Sodium Hypochlorite	Wastewater	4,000	Gallon	PVS MINIBULK, INC.	\$ 1.980	\$ 7,920
559101	\$ 5,000	31B	Caustic (25%)	Wastewater	3,500	Gallon	PVS MINIBULK, INC.	\$ 1.590	\$ 5,565
559102	\$ 15,600	26	Defoamer	Wastewater	2,000	Gallon	MARYLAND BIOCHEMICAL CO.	\$ 7.180	\$ 14,360
559117	\$ 200,000	27	Thioguard (Magnesium Hydroxide)	Wastewater	75,000	Gallon	PREMIER MAGNESIA	\$ 2.690	\$ 201,750
559116	\$ 50,000	35	Polymer (Zetag 8814)	Wastewater	5,000	Pound	GEORGE S. COYNE CHEMICAL CO., INC	\$ 11.997	\$ 59,985
5374-G0348	\$ 160,000	28	Methanol	Wastewater	100,000	Gallon	BRENNTAG NORTHEAST, INC	\$ 1.590	\$ 159,000
54-72601-5591	\$ 3,000	29	Bacterial Enzymatic Powder	Wastewater	500	Pound	MARYLAND CHEMICAL CO., INC.	\$ 9.280	\$ 4,640
54-72601-559104	\$ 2,500	18	3" Tablet Chlorine	Wastewater	1,200	Pound	INNOVATIVE WATER CARE	\$ 2.115	\$ 2,538

Operation and Account Number	FY20 Budgeted Amount	FY19 Expenses	Description
Wastewater Treatment Plant 54-71501			
5374-G0348	\$ 45,000	\$ 30,616	38% Ferric Chloride
559115	\$ 8,000	\$ 13,864	12.5% Sodium Hypochlorite
559101	\$ 5,000	\$ -	Caustic (50%)
559102	\$ 15,600	\$ 18,770	Defoamer
559117	\$ 200,000	\$ 184,156	Thioguard
559116	\$ 50,000	\$ 77,587	Polymer (Zetag 8814)
5374-G0348	\$ 160,000	\$ 150,112	Methanol
54-72601-5591	\$ 3,000	\$ 3,800	Bacterial Enzymatic Powder
54-72601-559104	\$ 2,500	\$ -	3" Tablet Chlorine
Total:	\$ 489,100	\$ 478,905	

FY20/21 Estimated Expense

TOTAL ESTIMATED WASTEWATER COST \$501,118

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 51,000.00
150,000 Pounds	Water - Chemicals - Aqueous Ammonia (Maryland Chemical)	\$ 23,250.00
16 Tons	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	\$ 30,258.06
800 Tons	Water - Chemicals - DelPac (USALCO)	\$ 254,720.00
170,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 139,910.00
32,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Brenntag Northeast)	\$ 47,360.00
52,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar USA)	\$ 176,800.00
6,000 Pounds	Water - Chemicals - Sodium Bisulfite (George S. Coyne)	\$ 1,618.00
25,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (George S. Coyne)	\$ 17,390.00
180,000 Pounds	Water - Chemicals - Poly-Orthophosphate (George S. Coyne)	\$ 77,778.00
48,000 Pounds	Water - Chemicals - Morton's Salt (Univar USA)	\$ 10,080.00
	TOTAL	\$ 830,164.06

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

Business Name: _____
 Address: _____
 City, State: _____
 Proposal/Quote No.: _____

[illegible][illegible]

Comments

Department Manager (required on all unbudgeted items):

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.



Water Operations Manager

11/1/2019

Date

Finance Department:

Recommend approval.



Signature

11/15/19

Date

Finance Manager:

Recommend approval. This will cross fiscal years; is anticipated that chemical funding will be included in the FY21 budget.



Signature

11/15/19

Date

City Administrator's Recommendation:

Recommend Approval



Signature

11/15/19

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
60 Tons	Water - Chemicals - Liquid Chlorine (Univar USA)	\$ 51,000.00
150,000 Pounds	Water - Chemicals - Aqueous Ammonia (Maryland Chemical)	\$ 23,250.00
16 Tons	Water - Chemicals - Powered Activated Carbon (George S. Coyne)	\$ 30,258.06
800 Tons	Water - Chemicals - DelPac (USALCO)	\$ 254,720.00
170,000 Gallons	Water - Chemicals - 25% Liquid Caustic Soda (Univar USA)	\$ 139,910.00
32,000 Gallons	Water - Chemicals - 93% Sulfuric Acid (Brenntag Northeast)	\$ 47,360.00
52,000 Pounds	Water - Chemicals - Potassium Permanganate (Univar USA)	\$ 176,800.00
6,000 Pounds	Water - Chemicals - Sodium Bisulfite (George S. Coyne)	\$ 1,618.00
25,000 Pounds	Water - Chemicals - Sodium Fluorosilicate (George S. Coyne)	\$ 17,390.00
180,000 Pounds	Water - Chemicals - Poly-Orthophosphate (George S. Coyne)	\$ 77,778.00
48,000 Pounds	Water - Chemicals - Morton's Salt (Univar USA)	\$ 10,080.00
	TOTAL	\$ 830,164.06

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.

Other Vendors:

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

[illegible]

Comments

Department Manager (required on all unbudgeted items):

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

Bid spans 2-fiscal years and balance will be budgeted in the FY21 Budget.



Water Operations Manager

11/1/2019

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date

<u>WATER DIVISION:</u>	BID ITEM NO.	PRODUCTS	UNIT MEASURE	PRICE PER UNIT MEASURE	QUANTITY	ESTIMATED ANNUAL COST
<u>COMPANY NAME</u>						
JCI *	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 600.0000	60	\$ 36,000.00
UNIVAR USA	1	LIQUID CHLORINE (1 TON CYLINDER)	CYLINDER	\$ 850.0000	60	\$ 51,000.00
BRENNTAG NORTHEAST	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1639	150,000	\$ 24,585.00
UNIVAR USA	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1650	150,000	\$ 24,750.00
MARYLAND CHEMICAL	2	AQUEOUS AMMONIA (19%)	POUND	\$ 0.1550	150,000	\$ 23,250.00
UNIVAR USA	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 2,900.0000	16	\$ 46,400.00
GEORGE S. COYNE CHEMICAL CO., INC	6	POWDERED ACTIVATED CARBON - EXCEPTION	TON	\$ 1,891.1290	16	\$ 30,258.06
USALCO, LLC	7	POLY ALUMINUM CHLORIDE (pac)	WET TON	\$ 318.4000	800	\$ 254,720.00
BRENNTAG NORTHEAST	9	CAUSTIC SODA (SODIUM HYDROXIDE) - EXCEPTION	GALLON	\$ 0.8980	170,000	\$ 152,660.00
KUEHNE CHEMICAL	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 1.3333	170,000	\$ 226,661.00
UNIVAR USA	9	CAUSTIC SODA (SODIUM HYDROXIDE)	GALLON	\$ 0.8230	170,000	\$ 139,910.00
UNIVAR USA	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.9100	32,000	\$ 61,120.00
BRENNTAG NORTHEAST	10	SULFURIC ACID (93-95%) - EXCEPTION	GALLON	\$ 1.4800	32,000	\$ 47,360.00
BRENNTAG NORTHEAST	13	POTASSIUM PERMANGANATE	POUND	\$ 3.4700	52,000	\$ 180,440.00
UNIVAR USA	13	POTASSIUM PERMANGANATE	POUND	\$ 3.4000	52,000	\$ 176,800.00
UNIVAR USA	23	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2878	6,000	\$ 1,726.80
GEORGE S. COYNE CHEMICAL CO., INC	23	SODIUM BISULFITE (38-40%)	POUND	\$ 0.2698	6,000	\$ 1,618.80
GEORGE S. COYNE CHEMICAL CO., INC	25	SODIUM FLUOROSILICATE	POUND	\$ 0.6956	25,000	\$ 17,390.00
SHANNON CHEMICAL	30	POLY-ORTHOPHOSPHATE	POUND	\$ 0.4420	180,000	\$ 79,560.00
GEORGE S. COYNE CHEMICAL CO., INC	30	POLY-ORTHOPHOSPHATE - EXCEPTION	POUND	\$ 0.4321	180,000	\$ 77,778.00
MARYLAND CHEMICAL	36	MORTON SALT	POUND	\$ 0.2490	48,000	\$ 11,952.00
UNIVAR USA	36	MORTON SALT	POUND	\$ 0.2100	48,000	\$ 10,080.00

* Disqualified due to past safety issues

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

Topic:

Water – Risk and Resiliency Assessment and Emergency Response Plan – Hazen and Sawyer (Baltimore, MD) \$221,227.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Water_-_Consent_Form_-_Risk_and_Resiliency_Assessment.pdf Signed Consent Form

Consent_Agenda_R_R_101819II.pdf

Risk and Resilience
Assessment and
Emergency Response Plan

MJMtoBL_AwardRecommendationMemo10-9-19.pdf

Risk and Resilience
Assessment and
Emergency Response Plan

Approval For:	
Consent Agenda:	X
New Business:	

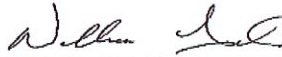
Quantity	Description	Value
1	Risk and Resiliency Assesment and Emergency Response Plan	\$ 221,227.00
	TOTAL	\$ 221,227.00

GDH Inc.	16701 Melford Blvd., Ste. 330, Bowie, MD 20715	\$236,505.59
Witt O'Brien's, LLC	818 Town & Country Blvd., Ste. 200, Houston, TX 77024	\$236,500.00
Barton and Loguidice		Non Responsive
AARC Consultants, LLC		Non Responsive
Control Cyber, Inc.		Non Responsive

Comments

Department Manager (required on all unbudgeted items):

This is an unfunded EPA mandate that was finalized after the budget was completed last year, the project will be charged to "Administrative Engineering Fees" and will come from the residuals within the Water Department budgets.



Water Operations Manager

11/1/2019

Date

Finance Department:

Recommend approval.



Signature

11/15/19

Date

Finance Manager:

Recommend approval to be in compliance with regulatory mandate. While this specific item was not anticipated & included in the FY00 budget, Water Fund will absorb in overall budget or utilize water fund cash reserves to cover the funding needed.

Signature

Date

City Administrator's Recommendation:

Recommend Approval



Signature

11/15/19

Date

Approval For:	
Consent Agenda:	X
New Business:	

Quantity	Description	Value
1	Risk and Resiliency Assesment and Emergency Response Plan	\$ 221,227.00
	TOTAL	\$ 221,227.00

This is an unfunded EPA mandate that was finalized after the budget was completed last year, the project will be charged to "Administrative Engineering Fees" and will come from the residuals within the Water Department budgets.

Business Name:	Hazen and Sawyer
Address:	One South St., Ste. 1150
City, State:	Baltimore, MD 21202
Proposal/Quote No.:	P1698.20

<u>Firm</u>	<u>City, State</u>	<u>Amount</u>
	16701 Melford Blvd., Ste. 330, Bowie, MD 20715	\$236,505.59
en's, LLC	818 Town & Country Blvd., Ste. 200, Houston, TX 77024	\$236,500.00
Loguidice		Non Responsive
nsultants, LLC		Non Responsive
ber, Inc.		Non Responsive

Comments

Department Manager (required on all unbudgeted items):

This is an unfunded EPA mandate that was finalized after the budget was completed last year, the project will be charged to "Administrative Engineering Fees" and will come from the residuals within the Water Department budgets.



Water Operations Manager

11/1/2019

Date

Finance Department:

Signature

Date

Finance Manager:

Signature

Date

City Administrator's Recommendation:

Signature

Date



Memo

To: William Luhn

From: Matthew Mohler, P.E. *Matthew J. Mohler*

Date: October 9, 2019

Re: Award of Proposal No P1698.20 – RRA and ERP

Per the requirements of the America's Water Infrastructure Act of 2018 (AWIA), all community water systems that serve more than 3,300 people are required to complete a Risk and Resilience Assessments (RRA) and Emergency Response Plans (ERP). The deadlines for the completion of these tasks vary depending on the size of the water system. The City falls into the range of 50,000 to 99,999 customers served which require the RRA to be completed by December 31, 2020 and the ERP to be completed by June 30, 2021.

In order to comply with these requirements, we prepared a Request for Proposal and advertised it on August 16, 2019. A non mandatory pre-bid was held on Thursday, August 29, 2019 and the contract documents were modified by two addenda to clarify the original documents and provide answers to any requests for information as well as questions from the pre-bid. We received a total of six (6) proposals on September 18, 2019. Because this is a contract for services, the following section of the City's General Conditions applies:

For contracts of services, the following shall be considered when applicable: the ability, capacity, and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality, and adaptability of the Bidders supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts.

In order to evaluate the proposals consistently, an evaluation matrix was developed which considered several criteria with varying weights. These criteria included critical components described in the proposal instructions and looked at the Process and Methodology, Qualifications and Experience, Project Staffing, Project Management, Project Schedule, and Project Cost. A blank matrix will be included with this memo for reference.

The proposals were evaluated by a review committee which included six City employees. Though six were on the committee, only four completed evaluation matrices. One of the proposals, from Barton and Loguidice, did not include the required documentation and was

deemed non-responsive. Table 1 includes the average weighted scores for each firm. The maximum score for each proposal was 210.

Table 1 – Options Available for Selection

BIDDER	Average Weighted Scores	Total Cost
AARC Consultants	145.25	\$111,187.00
Barton and Loguidice	121.00	\$124,380.00
Control Cyber	92.50	\$95,200.00
GHD	141.75	\$236,505.95
Hazen	149.50	\$221,226.53
Witt O'Brien's	128.25	\$236,500.00

After comparing the proposals, our top three proposals were AARC, GHD, and Hazen. Barton and Loguidice were deemed non-responsive for not providing the required documentation. Hazen was the highest scored proposal with a total cost of \$221,226.53 for both the RRA and ERP. Control Cyber was rated well below the other proposals, and while they were the lowest priced, they were lacking in several of the categories we evaluated and were removed from consideration. While Hazen was the highest rated, AARC also scored very highly, and at a significant cost savings. To ensure we were doing our due diligence, and to be conscious of the budget, we completed some additional research on AARC.

First, we looked at the number of hours committed to the project as noted in the proposal. AARC only noted 704 hours to complete the project including their sub-consultant. For comparison, Hazen has estimated 1,136 hours, not including their sub-consultant, and Witt O'Brien's had estimated 1,236 hours, including their sub-consultant. There is some concern that they have under-estimated the number of hours required to complete the work. When you consider the cost per hour, Hazen came in at \$168/hr while AARC came in at \$157/hr and if a change order may be required to offset those hours, the cost savings may not be realized.

Secondly, we looked into the references. Hazen has been doing work with the City for years and we know what to expect from their firm. They have completed similar studies for the City and are currently completing RRA's for at least one other large municipality. AARC on the other hand, has no experience with the City. While that should not disqualify them, we considered the other references provided in their proposal. Three of the similar projects they had listed were municipalities with under 15,000 customers. The fourth reference, a regional water authority, serves over 150,000 customers and had a good experience with AARC. That authority is currently completing the AWIA RRA and ERP, and elected to go with "another engineering firm" over AARC though they had prices from each. Provided that one of their references chose to go with another firm over AARC, and the remaining references being smaller and therefore not comparable in magnitude, the review committee was not comfortable with their relevant and comparable experience.

Based on all the factors considered, and adding in the City's experience with Hazen over the last several years, I recommend awarding the project to Hazen for a price of \$221,226.53.

Hagerstown Water R&RA	Weight									
Proposal Evaluation Sheet	5	Highly Important								
	1	Least Important		Bidders						
Evaluator:				Witt O'Brien's	WO					
	Rating Scale			Barton & Loguidice	B&L					
	0	Fails to Fit		Control Cyber	CC					
	1	Poor Fit		GHD	GHD					
	2	Fair Fit		Hazen	HAZ					
	3	Good Fit		AARC	AARC					
	4	Very Good Fit								
	5	Excellent Fit								
Criteria	Weight			Bidder:	WO	B&L	CC	GHD	HAZ	AARC
<u>Process and Methodology</u>										
Team Approach	3									
Project Understanding	4									
<u>Qualifications and Experience</u>										
Firm History and Stability	4									
Similar Project Experience	5									
References	4									
<u>Project Staffing</u>										
Provided Organization Chart	2									
Professional Memberships	2									
Staffing Plan	2									
<u>Project Management</u>										
Process thoroughly defined	3									
<u>Project Schedule</u>										
Meets Deadlines	5									
Well Thought out/Appropriate Interim Goals	3									
<u>Project Cost</u>	3									
<u>Proposal Meets Size Req's</u>	2									
TOTAL										

15
20
0
20
25
20
0
10
10
10
0
15
0
25
15
15
10
210

**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: Chapter 64 Building Construction, Article III

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Chapter_64_Building_Construction.pdf

Description

Introduction of Ordinance:
Chapter 64 Building
Construction, Article III

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

November 26, 2019

TOPIC: **Introduction of Ordinance:** Chapter 64 Building Construction, Article III

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

MOTION: I hereby move for the Mayor and City Council to introduce an Ordinance to amend the Code of the City of Hagerstown, Chapter 64, Article III, Property Maintenance, to update the Nuisance Ice and Snow requirements to provide more time to clear public sidewalks. This update will establish the same standards for the City. This amendment will provide a community/business friendly approach and be more consistent with neighboring communities.

DATE OF INTRODUCTION:	11/26/2019
DATE OF PASSAGE:	12/17/2019
EFFECTIVE DATE:	1/17/2020

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE
PROPERTY MAINTENANCE CODE OF THE CITY OF HAGERSTOWN,
SECTION 202 THEREOF ENTITLED
GENERAL DEFINITIONS
TO AMEND THE DEFINITIONS REGARDING
REFUSE STORAGE**

RECITALS

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

WHEREAS, the Mayor and Council have a responsibility to reduce blight and promote an aesthetically pleasing atmosphere within the City; and

WHEREAS, the Property Maintenance Code of the City of Hagerstown assists Mayor and Council in accomplishing the above-referenced responsibilities; and

WHEREAS, it has come to the attention of the Mayor and Council that Section 302.3.1 of the Property Maintenance Code, *Nuisance Ice and Snow Conditions* requires updating in order to improve the ease and consistency of enforcement; and

WHEREAS, the Mayor and Council find it in the best interests of the citizens to amend the Property Maintenance Code;

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 repealing Section 302.3.1 of the Property Maintenance Code, *Nuisance Ice and Snow Conditions*, and re-enacting Section 302.3.1 of the Property Maintenance Code, *Nuisance Ice and Snow Conditions* in its entirety to read as follows:

Nuisance Snow and Ice Conditions. All public sidewalks shall be maintained free from accumulations of ice and snow. It shall be the responsibility of the abutting property owner to maintain a clear and unobstructed sidewalk for either the width of the sidewalk or 48 inches, whichever is less. The public sidewalks shall be maintained as stated above within 24 hours after the storm subsides. Ice and snow conditions that remain unabated in excess of the above time restrictions are hereby declared a nuisance and are subject to

abatement by the City or its contractors. All costs associated with the abatement of said nuisances shall be the responsibility of the property owner and be billed and collected as per the City Code.

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 upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: 11/26/2019
Date of Passage: 12/17/2019
Effective Date: 1/17/2020

PREPARED BY
SALVATORE & MORTON, LLC,
CITY ATTORNEY

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

Topic:

Approval of a Resolution: Policy on Removal of Snow from Sidewalks

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Policy_on_Snow_Removal.pdf

Description

Updating of Resolution:
Policy on Removal of Snow
from Sidewalks

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

Date: **November 26, 2019**

TOPIC: **Updating of Resolution:** Policy on Removal of Snow from Sidewalks

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

MOTION: I hereby move that the Mayor and City Council update the Resolution on the Policy for the Removal of Snow from Sidewalks. The update reflects the changes to the City Department structure, changes to the nuisance snow and ice code, and provides direction on vacant and/or abandoned properties with snow and ice conditions.

DATE OF INTRODUCTION:	N/A
DATE OF PASSAGE:	11/26/2019
EFFECTIVE DATE:	11/26/2019

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION UPDATING THE CITY OF HAGERSTOWN
PLANNING AND CODE ADMINISTRATION DEPARTMENT
POLICY ON REMOVAL OF SNOW FROM SIDEWALKS**

RECITALS

WHEREAS, the Mayor and Council adopted a Resolution establishing Policy on Removal of Snow from Sidewalks (“Policy”) on September 28, 2004; and

WHEREAS, the Mayor and Council desire to update the Policy to reflect changes in department names and responsibilities since its adoption, as well as to reflect changes in the Property Maintenance Code; and

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

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the document previously titled “City of Hagerstown Engineering Department Office of Code Compliance Policy on Removal of Snow from Sidewalks” and adopted by Resolution dated September 28, 2004 be and hereby is renamed to “City of Hagerstown Planning and Code Administration Department Policy on Removal of Snow from Sidewalks” and is amended and updated as reflected in the version attached hereto and incorporated herein by reference.
3. That the City of Hagerstown be and is hereby authorized to execute any additional documentation required to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: N/A
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**CITY OF HAGERSTOWN
PLANNING AND CODE ADMINISTRATION
DEPARTMENT**

POLICY ON REMOVAL OF SNOW FROM SIDEWALKS

Passed by Mayor & Council Resolution September 28, 2004
Updated November 26, 2019

1. Introduction

Sidewalks are essential for the safety of all pedestrians. The City of Hagerstown has developed an initiative to have sidewalks as a standard feature throughout our City. The removal of snow and ice from these sidewalks is of utmost importance for the health, safety and welfare of our citizens. Therefore, the City of Hagerstown Planning and Code Administration Department staff will utilize the following policy to ensure sidewalk system cleaning after a storm. This is only a policy guide and does not constitute the law or code.

2. Ordinance Requirement

Referring to the Property Maintenance Code Section 302.3.1 "All public sidewalks shall be maintained free from accumulations of ice and snow. It shall be the responsibility of the abutting property owner to maintain a clear and unobstructed sidewalk for the width of the sidewalk or 48 inches whichever is less. The public sidewalks shall be maintained as above within 24 hours after the storm subsides. Ice and snow conditions that remain unabated in excess of the above time restrictions are declared a nuisance and are subject to abatement by the City or its contractors. All costs associated with the abatement of said nuisances shall be the responsibility of the property owner and be billed and collected as per the City Code."

3. Geographic Area

This policy is City-wide. Neighborhood Services Inspectors shall prioritize enforcement as follows:

1. Walk routes adjacent to public schools, hospitals, government offices
2. Walk routes adjacent to areas where shopping interfaces with residential areas and
3. Residential Neighborhoods.

4. Administrative Fee for Abatements

The Administrative Fee for the abatement of ice and snow accumulation shall be set at sixty (\$60.00) dollars per abatement (\$50 dollars plus \$10 technology fee).

5. Notice Prior to Abatement

Neighborhood Servicers Inspectors shall post a Field Notice of Violation specifying the date and time after which abatement shall occur.

6. Abatements of Private Property Sidewalks

The Director of Public Works, Community and Economic Development, Park and Recreation and City Light or their designee shall provide notification to the Director of Planning and Code Administration or their designee when all sidewalks that are their respective responsibility have been cleared of ice and snow accumulations in accordance with the Property Maintenance Code. Neighborhood Services Inspectors shall not order the abatement of any sidewalk that is the responsibility of a private entity until such notification is received.

Note: Properties identified as vacant and/or abandoned may be abated prior to such notification.

7. Abatement Contract

The abatement contract shall be approved by the Mayor & Council and the cost of material, labor and equipment specified therein and approved by Council. This contract shall be awarded prior to November 1.

8. Public Information

The City shall endeavor to convey this policy to the general public. Utilizing the Communications Officer for the City, this notification shall involve the use of all forms of media in the months of November and December to make the public aware that the abatement program exists.

9. Sidewalks Immediately Adjacent Curbs

Where sidewalks are immediately adjacent curbs and no grass strip exists, the situation arises where snow may be plowed from the street directly onto the sidewalk. In these situations the City will not abate and/or fine the property owner if it is reasonable to believe that the sidewalk was cleared of ice and snow accumulations by the property owner but was recovered with snow by a plow. The owner, abatement contractor or the Department of Public Works shall be responsible for the abatement of such conditions at no cost to the property owner.

Note: This does not include driveway entrances, “lead-in” walks from curb, or handicapped ramps throughout the City and is limited to sidewalks only.

10. Assistance For Those in Need

The City will endeavor in partnership with other governmental offices, and community organizations to develop a registry of property owners who are physically and financially unable to maintain their sidewalks free from the accumulations of ice and snow. This coalition will endeavor to coordinate volunteer efforts to abate these locations.

11. Railroad Property

Litigation has determined that railroads cannot be forced by local government to provide property maintenance. Regarding snow removal from public sidewalks abutting railroad land, the City will notify the respective railroad company stating our expectation for them to clean the sidewalks. When a reasonable period of time passes, and the walk is not cleared, the City shall clean the walk utilizing the Department of Public Works or the abatement contractor.

12. Citations

Citations will be issued to those property owners who fail to clear their sidewalk on the second and subsequent offense in a winter. First time offenders will not be issued the \$200 citation as allowed in the Ordinance.

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

Topic:

Introduction of an Annexation Resolution – I-81/CSX/Halfway Blvd. Right-of-Way, Case No. A-2019-01

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Introduction_of_Annexation_Resolution.pdf

Introduction_of_Annexation_Resolution_-_I-81__CSX__Halfway_Bldv_Right_of_Way.pdf

Description

Motion - Introduction of Annexation Resolution

Introduction of Annexation Resolution - Case No. A-2019-01

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

Date: **November 26, 2019**

TOPIC: **Introduction of Annexation Resolution**
 I-81/CSX/Halfway Blvd Right-of-Way
 Case No. A-2019-01

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____X_____
Other	_____

MOTION: I hereby move that the Mayor and City Council Introduce an Annexation Resolution for an annexation known as the “I-81/CSX/Halfway Blvd Right-of-Way,” for the transportation corridor right-of-ways. The portion of property to be annexed is approximately 95.64 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF INTRODUCTION:	11/26/19
HEARING DATE:	1/14/20
DATE OF PASSAGE:	1/28/20
EFFECTIVE DATE:	3/15/20

RESOLUTION NO. A-2019-01

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein;

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 *et seq.*, the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, and to be popularly known as the *I-81/CSX/Halfway Blvd Right-of-Way Annexation, Case No. A-2019-01* for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A – Annexation Plat;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and there being no registered voters residing on any of the properties to provide or withhold consent, **See Exhibit B – Verification;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-403(b)(2), the City may annex lands with the consent of the owners of twenty-five (25) percent of the assessed value of the property in the area to be annexed, and the lands subject to annexation within this resolution all being tax-exempt and therefore having no assessed value for purposes of consenting to or objecting to annexation, **See Exhibit B- Verification;**

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities,

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the

Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 *et seq.*, be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit A – Annexation Plat** attached hereto and made a part thereof;

Section 2. And be it further resolved by the Mayor and City Council, that the subject properties to be annexed shall have zoning classifications as follows upon annexation:

1. Maryland State Highway Administration I-81 Right-of-Way: CR (Commercial Regional), IG (Industrial General), CG (Commercial General), RMED (Medium Density Residential)
2. CSX Railroad Right-of-Way: IG (Industrial General)
3. Washington County Commissioners Halfway Boulevard: CR (Commercial Regional)

See Exhibit C- Zoning Exhibit;

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan;**

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

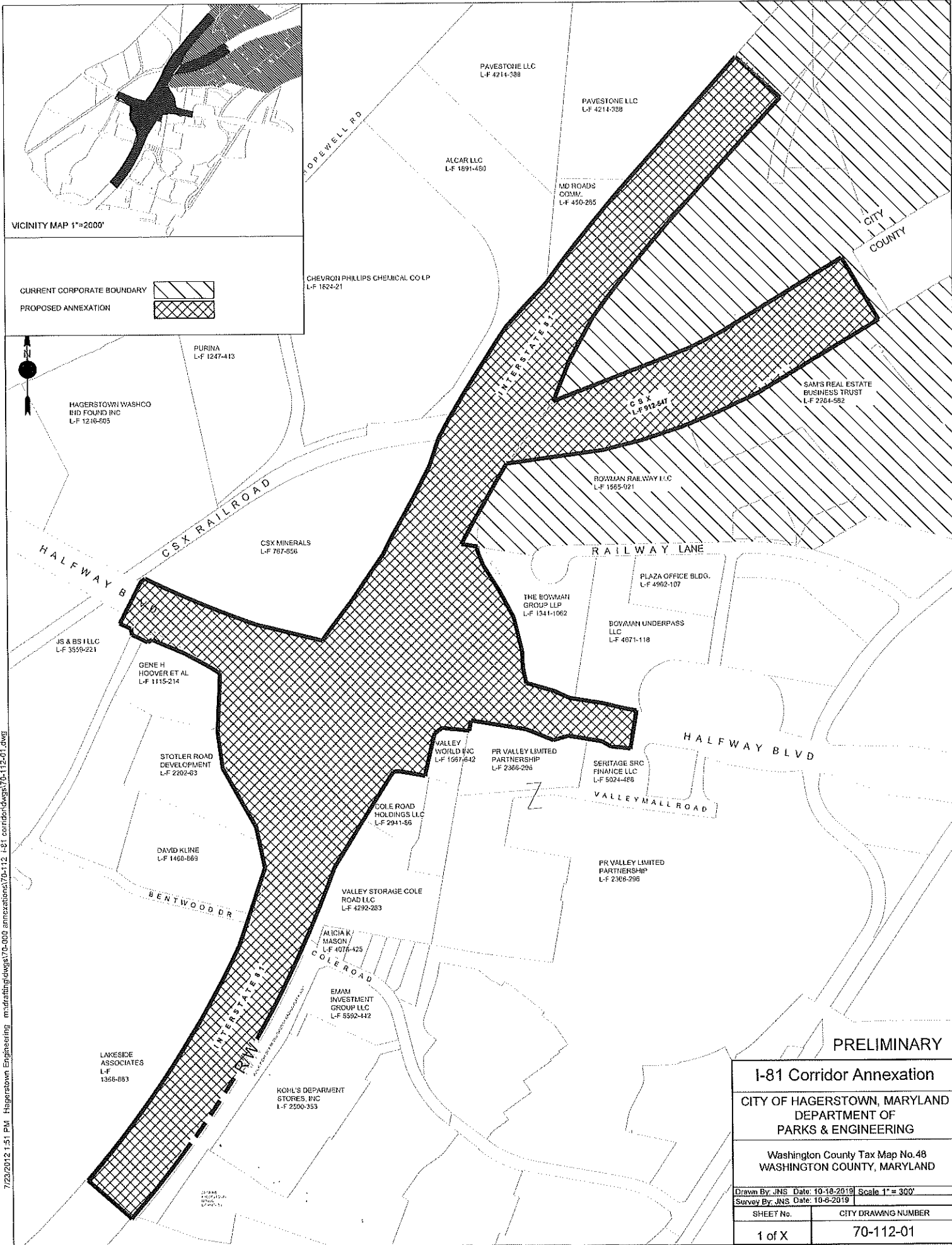
BY ORDER OF THE MAYOR AND
THE CITY COUNCIL OF
HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

By: _____
Robert E. Bruchey, II
Mayor

Date Introduced: 11/26/19
Hearing Date: 1/14/20
Date of Passage: 1/28/20
Effective Date: 3/15/20

EXHIBIT A: ANNEXATION PLAT/ METES AND BOUNDS



VICINITY MAP 1"=2000'

CURRENT CORPORATE BOUNDARY
PROPOSED ANNEXATION



PURINA
L-F 1247-413

HAGERSTOWN WASHCO
BID FOUND INC
L-F 1216-605

PAVESTONE LLC
L-F 4214-388

PAVESTONE LLC
L-F 4214-388

ALCAR LLC
L-F 1691-480

MD ROADS
COMM.
L-F 450-285

CHEVRON PHILLIPS CHEMICAL CO LP
L-F 1624-21

CITY
COUNTY

CSX
L-F 912-547

SAM'S REAL ESTATE
BUSINESS TRUST
L-F 2364-582

BOWMAN RAILWAY LLC
L-F 1665-921

CSX MINERALS
L-F 767-656

HALFWAY BLVD
CSX RAILROAD

RAILWAY LANE

PLAZA OFFICE BLDG.
L-F 4862-107

BOWMAN UNDERPASS
LLC
L-F 4071-118

JS & BS I LLC
L-F 3559-221

GENE H
HOOVER ET AL
L-F 1115-214

THE BOWMAN
GROUP LLP
L-F 1341-1062

HALFWAY BLVD

STOTLER ROAD
DEVELOPMENT
L-F 2202-03

VALLEY
WORLD INC
L-F 1567-642

PR VALLEY LIMITED
PARTNERSHIP
L-F 2366-206

SERITAGE SRC
FINANCE LLC
L-F 5024-488

DAVID KLINE
L-F 1460-669

COLE ROAD
HOLDINGS LLC
L-F 2941-56

VALLEY STORAGE COLE
ROAD LLC
L-F 4292-283

ALICIA R
MASON
L-F 4076-425

EMM
INVESTMENT
GROUP LLC
L-F 5592-442

PR VALLEY LIMITED
PARTNERSHIP
L-F 2308-296

LAKESIDE
ASSOCIATES
L-F
1366-883

KOHL'S DEPARTMENT
STORES, INC
L-F 2590-353

PRELIMINARY

I-81 Corridor Annexation

CITY OF HAGERSTOWN, MARYLAND
DEPARTMENT OF
PARKS & ENGINEERING

Washington County Tax Map No.48
WASHINGTON COUNTY, MARYLAND

Drawn By: JNS Date: 10-18-2019 Scale 1"= 300'

Survey By: JNS Date: 10-6-2019

SHEET No. CITY DRAWING NUMBER

1 of X 70-112-01



CITY OF HAGERSTOWN, MARYLAND

Department of Parks & Engineering

Metes and Bounds description, Interstate 81, CSX, and Halfway Boulevard Rights-of-Way: 10-30-2019

Situate west of Hagerstown, Maryland on Interstate 81, being more particularly described as follows:

Beginning at an Aluminum Corporate Boundary monument in the western Right of way of Interstate-81 and also marking the end of a N47° 21' 27" W 310.29' line of the Tractor Supply Annexation as shown on MISC plat 521 of the Washington County Land Records, with NAD 83 Maryland State Plane coordinates of N 718463.04, E 1096015.10, said monument also being a point on the S 41° 48' E line plat 7341 of the Washington County Land Records,

thence following the Interstate 81 Right of way and the Southeastern boundary of *The Crossroads Business Park* as shown on plat 7341 of the Washington County Land Records, the following two courses and distances, S 41° 48' E a distance of 829.84 feet,

thence with a curve to the left with a chord bearing S 41° 42' W and distance of 27.19' with a radius of 7789.44' to a point,

thence still following the Interstate 81 Right of way and the lands of CSX Transportation Inc. (formerly Western Maryland Railroad) with a curve to the left with a chord bearing of S 39° 00' 34" W and a radius of 7789.44 as shown on SHA plat 29908 and rotated to fit existing plats and field survey information, to a rebar shown on plat 7017 of the Washington County Land Records,

thence with said plat the following four courses:

S 43° 33' 07" W a distance of 99.65 feet to a rebar,

thence, S 43° 35' 05" W a distance of 51.57 feet to a rebar,

thence S 42° 27' 17" W a distance of 154.83' to a rebar,

thence still following Interstate 81 right of way with a curve to the left with a chord bearing of S 32° 27' 56" and a distance of 547.83 feet, to a rebar at the intersection of the Western Right of way of Interstate 81 and the Northern Right of way of CSX Transportation Inc.,

thence crossing the said Railroad right of way S28° 54' 47"W a distance of 121.47' to a point at the Northeast corner of the CSX parcel described in LF 767-859,

thence with said parcel and continuing with the western Right of way of Interstate 81, the following ten courses:

S18°48'55"W a distance of 152.72' to a point,

thence S27°42'45"W a distance of 102.09' to a point,

thence S27°02'15"W a distance of 81.67' to a point,

thence S29°17'04"W a distance of 144.60' to a point,

thence S29°29'22"W a distance of 41.70' to a point,

thence S26°27'46"W a distance of 101.12' to a point,

thence S34°59'37"W a distance of 300.00' to a point shown on SHA plat 54826 the said point being 232.69 feet perpendicular from centerline station 1200+02.68 on said SHA plat thence following the same SHA plat the following 6 courses and distances:

S37°51'21"W a distance of 100.12' to a point,

thence, an identical bearing and distance S37°51'21"W a distance of 100.12' to a point

thence S34°59'37"W a distance of 50.0' to a point

thence with the line depicting "additional Right of Way" on SHA plat 54826, parcel "CSX-2", S76°03'47"W a distance of 357.19' to a point, which is also on the northern Right of way of Halfway Blvd,

thence following said right of way with a curve to the right with a radius of 5588.53' and a chord bearing and distance of N67°15'28"W, 616.12', to a point on the Southeastern right of way of CSX Railroad,

thence S56°13'W a distance of 23.15' to a point on the previous northern right of way of Halfway Blvd and

thence crossing said Halfway Blvd in a non-perpendicular line S27°35'14"W a distance of 245' to a point on the southern Right of way of Halfway Blvd, said point being at the end of the 3rd or 62.90' line of the CSX Parcel 1 on the same SHA plat 54826,

thence following the same CSX parcel with a curve to the left and a chord bearing of S64°13'30"E a distance of 62.90' with a radius of 2943.52' to a point and

thence S12°25'29"E a distance of 31.71' to a point on the NW Right of way of Stotler Road,

thence, crossing Stotler Road S64°33'41"E a distance of 89.92' to a point on the Eastern right of way of Stotler Road,

thence, S62°05'46"W a distance of 26.38' to a point on the southern right of way of Halfway Blvd,

thence following the "Hoover et al parcel" 2 which is the southern right of way of halfway Blvd, the following 3 courses:

N66°40'40"W a distance of 187.70',

thence, continuing with the Southern right of way of Halfway Blvd S60°55'51"E a distance of 151.25',

thence S57°36'08"E a distance of 50.71' to a point on the western right of way, of Interstate -81 "ramp F" as shown on SHA plats 54826 & 54825, thence following the said right of way the following 5 courses:

S02°48'09"W a distance of 306.27' to a point

thence S07°34'41"E a distance of 186.06' to a point,

thence, S29°22'02"E a distance of 346.40' to a point,

thence, S11°40'41"E a distance of 216.93' to a point,

thence, S18°46'25"E a distance of 267.88' to a point at the intersection of I-81 and the former, Northern right of way of Nursery Road,

thence crossing said former right of way and following SHA plat 54825 the following 3 courses:

S 1846'25" W a distance of 147.91' to a point,

thence with a curve to the right with a radius of 5300' and a chord bearing and distance of S 25°58'36" W, 81.68' to a point,

thence with a curve to the right with a radius of 5300' and a chord bearing and distance of S 33°50'06" W, 1368.41' to a point,

thence crossing Interstate 81 at right angles, S 48°44'53" E a distance of 300' to a point on the Eastern right of way of said highway,

thence following said right of way to agree with SHA plat 54825 with a curve to the left with a radius of 5600' and a chord bearing and distance of N32°55' 46" E, 1621.23' to a point,

thence, following said Right of way to agree with SHA plats 33106 and 56882 with a curve to the left with a radius of 2117.09' and a chord bearing and distance of N24°58' 02" E, 67.43' to a point at the intersection of Interstate 81 and the former southern right of way of Nursery Road,

thence, crossing said former right of way and following the right of way of Interstate 81 to agree with SHA plats 33106 and 56882 with a curve to the left N22°33'21"E a distance of 411.05' and a radius of 6561.79' to a point,

thence, N32°12'44"E a distance of 295.60' to a point,

thence, N32°29'10"E a distance of 286.54' to agree with SHA plat 56882,

thence following the right of way shown on SHA plat 56882 the following 9 courses:

thence, N 81° 45' 45.0" E for a distance of 18.76 feet to a point,

thence, S 89° 27' 00.0" E for a distance of 15.07 feet to a point,

thence, S 82° 08' 28.0" E for a distance of 20.40 feet to a point,

thence, S 79° 23' 26.0" E for a distance of 111.47 feet to a point,

thence, N 13° 14' 51.6" E for a distance of 224.03 feet to a point,

thence, N 54° 45' 04.0" E for a distance of 48.48 feet to a point,

thence, S 83° 46' 32.3" E for a distance of 140.43 feet to a point,

thence, N 10° 21' 46.7" E for a distance of 53.55 feet to a point,

thence, S 80° 41' 22.7" E for a distance of 288.08 feet to a point,

thence, with the right of way shown on plats of the Washington County Land Records, 6238 & 5892, and SHA plat 44701 the following 7 courses:

S 68° 15' 20.8" E for a distance of 153.43 feet to a point,

thence, N 74° 59' 37.9" E for a distance of 82.77 feet to a point,

thence, S 80° 14' 32.3" E for a distance of 149.67 feet to a point,

thence, S 80° 40' 22.0" E for a distance of 25.00 feet to a point,

thence, S 58° 52' 13.0" E for a distance of 53.85 feet to a point,

thence, S 86° 22' 59.0" E for a distance of 50.25 feet to a point,

thence, S 80° 40' 22.0" E for a distance of 50.00 feet to a point,

thence, crossing Halfway Blvd, N 09° 19' 19.0" E for a distance of 200 feet to a point on the northern Right of way of Halfway Blvd as shown on SHA plat 44701,

thence, with said Right of Way, N 79° 43' 02.7" W for a distance of 60 feet to a point,

thence, N 76° 12' 32.0" W for a distance of 115.34 feet to a point,

thence, N 80° 40' 22.0" W for a distance of 175.00 feet to a point,

thence, N 65° 31' 45.0" W for a distance of 84.20 feet to a point,

thence, with the Right of way shown on SHA plat 54827 the following 8 courses:

N 73° 49' 57.9" W for a distance of 154.19 feet to a point,

thence, N 11° 43' 58.0" W for a distance of 83.01 feet to a point,

thence, N 01° 34' 58.0" W for a distance of 78.57 feet to a point,

thence, N 13° 21' 58.0" W for a distance of 182.30 feet to a point,

thence, N 27° 54' 23.4" W for a distance of 164.32 feet to a point,

thence, N 32° 28' 23.9" W for a distance of 147.15 feet to a point,

thence, with a curve to the right with a chord bearing of N 20° 43' 20.0" W and a distance of 86.51 feet with a radius of 454' to a point,

thence, N 01° 57' 52.2" E for a distance of 17.30 feet to a point on the existing Corporate Boundary of Hagerstown with NAD 83 MD State Plane Coordinates of N:715950.0188, E:1094655.4513,

thence, following the existing Corporate Boundary the following 29 Courses:

N 80° 40' 21.5" W for a distance of 83.15 feet to a point,

thence, N 28° 45' 33.4" E for a distance of 99.74 feet to a point,

thence, N 27° 13' 03.5" E for a distance of 38.52 feet to a point,

thence, N 30° 42' 20.8" E for a distance of 87.43 feet to a point,

thence, N 30° 26' 11.9" E for a distance of 250.67 feet to a point on the right of way of CSX Railroad, and with said right of way the following 10 courses:

N 82° 20' 55.4" E for a distance of 499.50 feet to a point,

thence, N 75° 59' 41.4" E for a distance of 213.53 feet to a point,

thence, N 72° 06' 52.4" E for a distance of 213.68 feet to a point,

thence, N 68° 15' 42.4" E for a distance of 212.30 feet to a point,

thence, N 65° 04' 06.4" E for a distance of 215.23 feet to a point,

thence, N 59° 08' 26.4" E for a distance of 737.76 feet to a point,

thence, N 30° 51' 33.5" W for a distance of 370.83 feet to a point,

thence, S 58° 40' 29.4" W for a distance of 716.38 feet to a point,

thence, S 63° 57' 51.5" W for a distance of 198.17 feet to a point,

thence, S 68° 59' 22.4" W for a distance of 755.17 feet to a point at the intersection of the Interstate 81 right of way and the CSX right of way and thence leaving the CSX right of way and continuing with the Interstate 81 right of way,

N 22° 26' 24.5" E for a distance of 240.37 feet to a point,

thence, N 28° 48' 30.4" E for a distance of 246.43 feet to a point,

thence with a curve to the right with a radius of 7489.44 feet and a chord bearing and distance of N 39° 41' 56" E, 773.26 feet to a point,

thence, N 42° 38' 35.7" E for a distance of 711.78 feet to a point,

thence crossing Interstate-81 and continuing with the existing Corporate Boundary N47° 21' 27.5" W a distance of 310.29 feet to the POINT OF BEGINNING Containing 95.64 acres m/l.

EXHIBIT B: ANNEXATION VERIFICATION

VERIFICATION

I, Robert E. Bruchey, II, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY
that:

1. There are no residents in the area to be annexed, and therefore there are no registered voters from whom to obtain consent pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b)(1).
2. The property that is the subject of this annexation consists of all tax-exempt property and the consent of tax-exempt property owners is excluded from the 25% requirement of the Maryland Annotated Code, Local Government Article, § 4-403(b)(2).

WITNESS my hand and Seal of the City of Hagerstown, Maryland, this ____ day of

_____, _____.

Robert E. Bruchey, II, Mayor

(SEAL)

Donna K. Spickler, City Clerk

EXHIBIT C: ZONING EXHIBIT

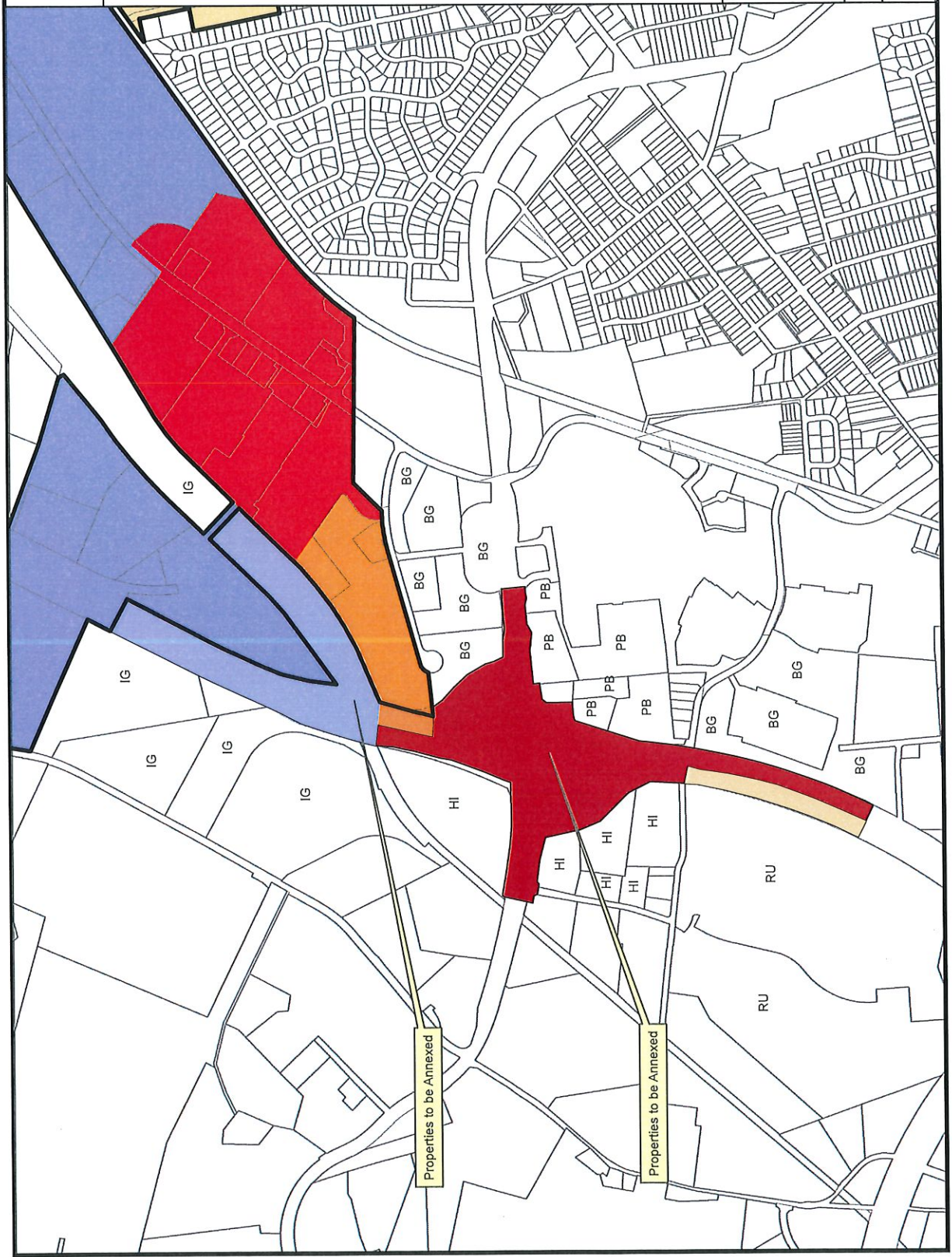
City of Hagerstown

Zoning Map



Surrounding County zoning depicted in text on map

- Corporate Boundary
- Street/Road
- Funktown Corp. Boundary
- AT (Agricultural Transitional)
- RMOD (Moderate Density Residential)
- RMED (Medium Density Residential)
- RH (High Density Residential)
- RO (Residential - Office)
- CC-MU (City Center-Mixed Use)
- N-MU (Neighborhood-Mixed Use)
- CL (Commercial Local)
- CG (Commercial General)
- CR (Commercial Regional)
- POM (Professional Office Mixed)
- I-MU (Industrial-Mixed Use)
- IR (Industrial Restricted)
- IG (Industrial General)
- Overlay
- Conversion District
- Local Conversion District
- Landmark
- Planned Unit Development
- Historic District
- Downtown Historic District
- Oak Hill Historic District
- Potomac/Broadway Historic District
- S. Prospect Street Historic District



Properties to be Annexed

Properties to be Annexed

Prior Rezoning Cases

Case No.	Effective Date	Description
2014-0001	January 2, 2014	Conversion District, District 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 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611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1005, 1006, 1007, 1008, 1009, 1010, 1011, 1012, 1013, 1014, 1015, 1016, 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 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1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1696, 1697, 1698, 1699, 1700, 1701, 1702, 1703, 1704, 1705, 1706, 1707, 1708, 1709, 1710, 1711, 1712, 1713, 1714, 1715, 1716, 1717, 1718, 1719, 1720, 1721, 1722, 1723, 1724, 1725, 1726, 1727, 1728, 1729, 1730, 1731, 1732, 1733, 1734, 1735, 1736, 1737, 1738, 1739, 1740, 1741, 1742, 1743, 1744, 1745, 1746, 1747, 1748, 1749, 1750, 1751, 1752, 1753, 1754, 1755, 1756, 1757, 1758, 1759, 1760, 1761, 1762, 1763, 1764, 1765, 1766, 1767, 1768, 1769, 1770, 1771, 1772, 1773, 1774, 1775, 1776, 1777, 1778, 1779, 1780, 1781, 1782, 1783, 1784, 1785, 1786, 1787, 1788, 1789, 1790, 1791, 1792, 1793, 1794, 1795, 1796, 1797, 1798, 1799, 1800, 1801, 1802, 1803, 1804, 1805, 1806, 1807, 1808, 1809, 1810, 1811, 1812, 1813, 1814, 1815, 1816, 1817, 1818, 1819, 1820, 1821, 1822, 1823, 1824, 1825, 1826, 1827, 1828, 1829, 1830, 1831, 1832, 1833, 1834, 1835, 1836, 1837, 1838, 1839, 1840, 1841, 1842, 1843, 1844, 1845, 1846, 1847, 1848, 1849, 1850, 1851, 1852, 1853, 1854, 1855, 1856, 1857, 1858, 1859, 1860, 1861, 1862, 1863, 1864, 1865, 1866, 1867, 1868, 1869, 1870, 1871, 1872, 1873, 1874, 1875, 1876, 1877, 1878, 1879, 1880, 1881, 1882, 1883, 1884, 1885, 1886, 1887, 1888, 1889, 1890, 1891, 1892, 1893, 1894, 1895, 1896, 1897, 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1905, 1906, 1907, 1908, 1909, 1910, 1911, 1912, 1913, 1914, 1915, 1916, 1917, 1918, 1919, 1920, 1921, 1922, 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940, 1941, 1942, 1943, 1944, 1945, 1946, 1947, 1948, 1949, 1950, 1951, 1952, 1953, 1954, 1955, 1956, 1957, 1958, 1959, 1960, 1961, 1962, 1963, 1964, 1965, 1966, 1967, 1968, 1969, 1970, 1971, 1972, 1973, 1974, 1975, 1976, 1977, 1978, 1979, 1980, 1981, 1982, 1983, 1984, 1985, 1986, 1987, 1988, 1989, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114

EXHIBIT D: ANNEXATION PLAN

City of Hagerstown, Maryland
Annexation Case No. A-2019-01

Property Owners: Maryland State Highway Administration (SHA)
CSX Transportation
Washington County

Applicant: City of Hagerstown

Location of Property: Interstate 81 ROW, CSX ROW, and Halfway Boulevard ROW,
near Halfway Boulevard/I-81 interchange

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a reinitiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

The area of annexation is approximately 95.64 acres.

The proposed zoning is CR (Commercial Regional), IG (Industrial General), CG (Commercial General), and RMED (Medium Density Residential), which are continuations of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers; the CG district provides more general commercial uses; the IG District provides locations for industrial style uses; and the RMED District provides for medium density residential development. The existing Washington County zoning classification is HI (Highway Interchange), PB (Planned Business), BG (Business General), IG (Industrial General), and RU (Residential Urban). The property is designated as Industrial General, Commercial General, Business-Employment, and High Density Residential on the City's Future Land Use Map.

The CR, IG, CG, and RMED zoning classifications proposed for this site are similar in scope and permit similar uses as the County's current zoning of HI, PB, BG, IG, and RU. More specifically: CR is similar to HI and PB; IG is essentially equivalent to IG; CG is similar to BG, and RMED is

similar to RU.

It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035.

It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The land proposed to be annexed is transportation ROWs owned by the State Highway Administration, CSX, and Washington County. Continued use of these transportation corridors would have no adverse impact on Washington County facilities.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

- A. Currently, there is no City wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- B. Currently, there is no City water service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Allegheny Power.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, street lights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.

- D. No significant impact on emergency service delivery is expected.
- E. Currently, the area proposed to be annexed contains two public roads – a section of I-81 and two short sections of Halfway Boulevard, a County road. No change to current ownership or service is proposed.

- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.
- H. No persons currently reside or will reside within the area proposed to be annexed and so no persons will require receipt of City of Hagerstown services nor be required to pay for any City services.

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

Date: **November 26, 2019**

TOPIC: **Introduction of Annexation Resolution**
 I-81/CSX/Halfway Blvd Right-of-Way
 Case No. A-2019-01

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

MOTION: I hereby move that the Mayor and City Council Introduce an Annexation Resolution for an annexation known as the “I-81/CSX/Halfway Blvd Right-of-Way,” for the transportation corridor right-of-ways. The portion of property to be annexed is approximately 95.64 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF INTRODUCTION:	11/26/19
HEARING DATE:	DATE
DATE OF PASSAGE:	DATE
EFFECTIVE DATE:	DATE

RESOLUTION NO. A-2019-01

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein;

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 *et seq.*, the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, and to be popularly known as the *I-81/CSX/Halfway Blvd Right-of-Way Annexation, Case No. A-2019-01* for identification; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit A – Annexation Plat;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article §4-403(b)(1), the City may annex land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed, and there being no registered voters residing on any of the properties to provide or withhold consent, **See Exhibit B – Verification;**

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-403(b)(2), the City may annex lands with the consent of the owners of twenty-five (25) percent of the assessed value of the property in the area to be annexed, and the lands subject to annexation within this resolution all being tax-exempt and therefore having no assessed value for purposes of consenting to or objecting to annexation, **See Exhibit B- Verification;**

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities,

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the

Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 *et seq.*, be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds in **Exhibit A – Annexation Plat** attached hereto and made a part thereof;

Section 2. And be it further resolved by the Mayor and City Council, that the subject properties to be annexed shall have zoning classifications as follows upon annexation:

1. Maryland State Highway Administration I-81 Right-of-Way: CR (Commercial Regional), IG (Industrial General), CG (Commercial General), RMED (Medium Density Residential)
2. CSX Railroad Right-of-Way: IG (Industrial General)
3. Washington County Commissioners Halfway Boulevard: CR (Commercial Regional)

See Exhibit C- Zoning Exhibit;

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan attached hereto as Exhibit D and made part hereof upon final agreement and passage; **See Exhibit D – Annexation Plan;**

Section 4. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 5. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

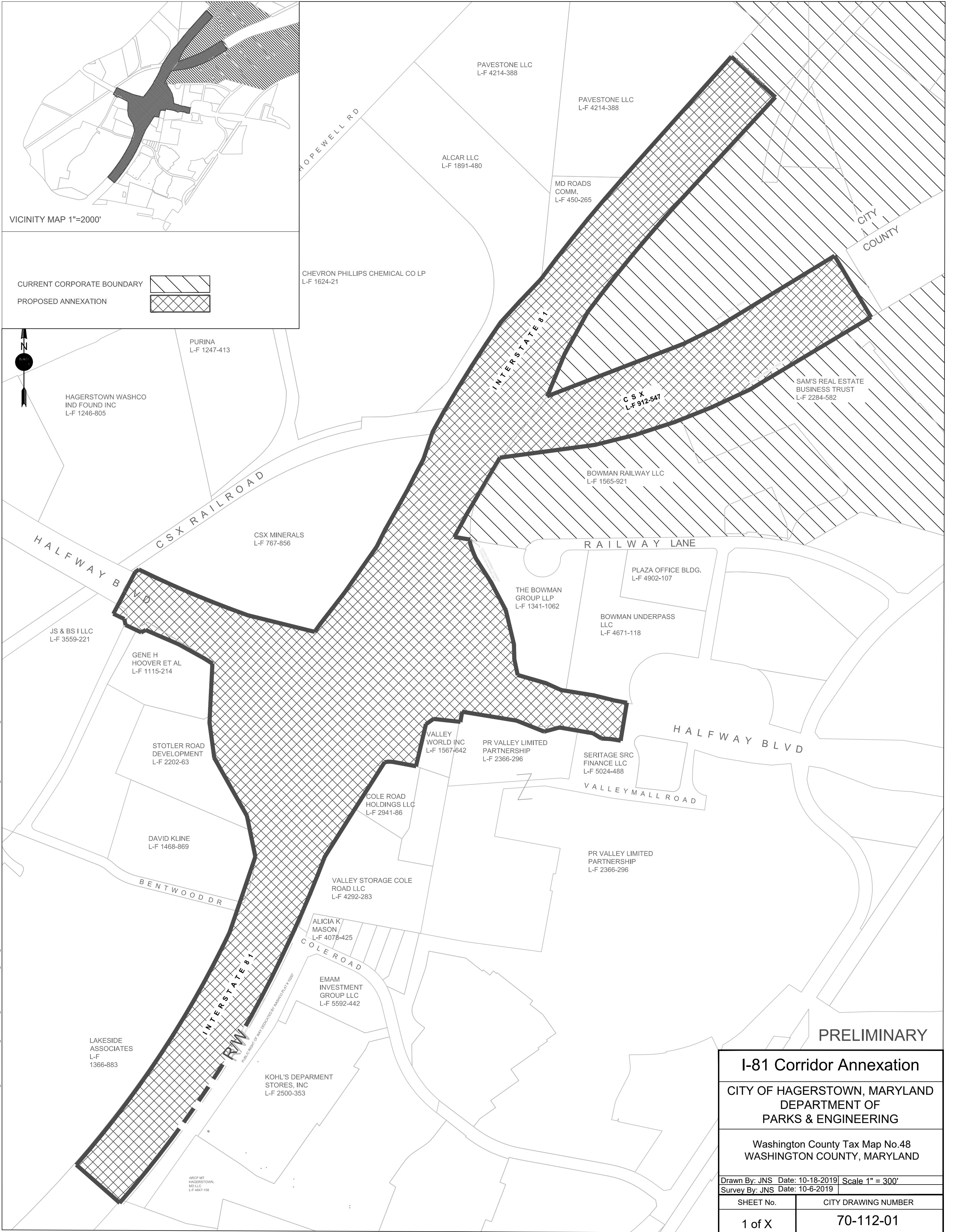
BY ORDER OF THE MAYOR AND
THE CITY COUNCIL OF
HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

By: _____
Robert E. Bruchey, II
Mayor

Date Introduced: 11/26/19
Hearing Date:
Final Enactment:
Effective Date:

EXHIBIT A: ANNEXATION PLAT/ METES AND BOUNDS



7/23/2012 1:51 PM Hagerstown Engineering m:\drafting\dwgs\70-000 annexations\70-112 i-81 corridor\dwgs\70-112-01.dwg

PRELIMINARY

I-81 Corridor Annexation		
CITY OF HAGERSTOWN, MARYLAND DEPARTMENT OF PARKS & ENGINEERING		
Washington County Tax Map No.48 WASHINGTON COUNTY, MARYLAND		
Drawn By: JNS Date: 10-18-2019		Scale 1" = 300'
Survey By: JNS Date: 10-6-2019		
SHEET No.		CITY DRAWING NUMBER
1 of X		70-112-01



CITY OF HAGERSTOWN, MARYLAND

Department of Parks & Engineering

Metes and Bounds description, Interstate 81, CSX, and Halfway Boulevard Rights-of-Way: 10-30-2019

Situate west of Hagerstown, Maryland on Interstate 81, being more particularly described as follows:

Beginning at an Aluminum Corporate Boundary monument in the western Right of way of Interstate-81 and also marking the end of a N47 °21'27" W 310.29' line of the Tractor Supply Annexation as shown on MISC plat 521 of the Washington County Land Records, with NAD 83 Maryland State Plane coordinates of N 718463.04, E 1096015.10, said monument also being a point on the S 41° 48' E line plat 7341 of the Washington County Land Records,

thence following the Interstate 81 Right of way and the Southeastern boundary of *The Crossroads Business Park* as shown on plat 7341 of the Washington County Land Records, the following two courses and distances, S 41° 48' E a distance of 829.84 feet,

thence with a curve to the left with a chord bearing S 41° 42' W and distance of 27.19' with a radius of 7789.44' to a point,

thence still following the Interstate 81 Right of way and the lands of CSX Transportation Inc. (formerly Western Maryland Railroad) with a curve to the left with a chord bearing of S 39° 00' 34" W and a radius of 7789.44 as shown on SHA plat 29908 and rotated to fit existing plats and field survey information, to a rebar shown on plat 7017 of the Washington County Land Records,

thence with said plat the following four courses:

S 43° 33' 07" W a distance of 99.65 feet to a rebar,

thence, S 43° 35' 05" W a distance of 51.57 feet to a rebar,

thence S 42° 27' 17" W a distance of 154.83' to a rebar,

thence still following Interstate 81 right of way with a curve to the left with a chord bearing of S 32° 27' 56" and a distance of 547.83 feet, to a rebar at the intersection of the Western Right of way of Interstate 81 and the Northern Right of way of CSX Transportation Inc.,

thence crossing the said Railroad right of way S28° 54' 47"W a distance of 121.47' to a point at the Northeast corner of the CSX parcel described in LF 767-859,

thence with said parcel and continuing with the western Right of way of Interstate 81, the following ten courses:

S18°48'55"W a distance of 152.72' to a point,

thence S27°42'45"W a distance of 102.09' to a point,

thence S27°02'15"W a distance of 81.67' to a point,

thence S29°17'04"W a distance of 144.60' to a point,

thence S29°29'22"W a distance of 41.70' to a point,

thence S26°27'46"W a distance of 101.12' to a point,

thence S34°59'37"W a distance of 300.00' to a point shown on SHA plat 54826 the said point being 232.69 feet perpendicular from centerline station 1200+02.68 on said SHA plat thence following the same SHA plat the following 6 courses and distances:

S37°51'21"W a distance of 100.12' to a point,

thence, an identical bearing and distance S37°51'21"W a distance of 100.12' to a point

thence S34°59'37"W a distance of 50.0' to a point

thence with the line depicting "additional Right of Way" on SHA plat 54826, parcel "CSX-2", S76°03'47"W a distance of 357.19' to a point, which is also on the northern Right of way of Halfway Blvd,

thence following said right of way with a curve to the right with a radius of 5588.53' and a chord bearing and distance of N67°15'28"W, 616.12', to a point on the Southeastern right of way of CSX Railroad,

thence S56°13'W a distance of 23.15' to a point on the previous northern right of way of Halfway Blvd and

thence crossing said Halfway Blvd in a non-perpendicular line S27°35'14"W a distance of 245' to a point on the southern Right of way of Halfway Blvd, said point being at the end of the 3rd or 62.90' line of the CSX Parcel 1 on the same SHA plat 54826,

thence following the same CSX parcel with a curve to the left and a chord bearing of S64°13'30"E a distance of 62.90' with a radius of 2943.52' to a point and

thence S12°25'29"E a distance of 31.71' to a point on the NW Right of way of Stotler Road,

thence, crossing Stotler Road S64°33'41"E a distance of 89.92' to a point on the Eastern right of way of Stotler Road,

thence, S62°05'46"W a distance of 26.38' to a point on the southern right of way of Halfway Blvd,

thence following the "Hoover et al parcel" 2 which is the southern right of way of half way Blvd, the following 3 courses:

N66°40'40"W a distance of 187.70',

thence, continuing with the Southern right of way of Halfway Blvd S60°55'51"E a distance of 151.25',

thence S57°36'08"E a distance of 50.71' to a point on the western right of way, of Interstate -81 "ramp F" as shown on SHA plats 54826 & 54825, thence following the said right of way the following 5 courses:

S02°48'09"W a distance of 306.27' to a point

thence S07°34'41"E a distance of 186.06' to a point,

thence, S29°22'02"E a distance of 346.40' to a point,

thence, S11°40'41"E a distance of 216.93' to a point,

thence, S18°46'25"E a distance of 267.88' to a point at the intersection of I-81 and the former, Northern right of way of Nursery Road,

thence crossing said former right of way and following SHA plat 54825 the following 3 courses:

S 1846'25" W a distance of 147.91' to a point,

thence with a curve to the right with a radius of 5300' and a chord bearing and distance of S 25°58'36" W, 81.68' to a point,

thence with a curve to the right with a radius of 5300' and a chord bearing and distance of S 33°50'06" W, 1368.41' to a point,

thence crossing Interstate 81 at right angles, S 48°44'53" E a distance of 300' to a point on the Eastern right of way of said highway,

thence following said right of way to agree with SHA plat 54825 with a curve to the left with a radius of 5600' and a chord bearing and distance of N32°55' 46" E, 1621.23' to a point,

thence, following said Right of way to agree with SHA plats 33106 and 56882 with a curve to the left with a radius of 2117.09' and a chord bearing and distance of N24°58' 02" E, 67.43' to a point at the intersection of Interstate 81 and the former southern right of way of Nursery Road,

thence, crossing said former right of way and following the right of way of Interstate 81 to agree with SHA plats 33106 and 56882 with a curve to the left N22°33'21"E a distance of 411.05' and a radius of 6561.79' to a point,

thence, N32°12'44"E a distance of 295.60' to a point,

thence, N32°29'10"E a distance of 286.54' to agree with SHA plat 56882,

thence following the right of way shown on SHA plat 56882 the following 9 courses:

thence, N 81° 45' 45.0" E for a distance of 18.76 feet to a point,

thence, S 89° 27' 00.0" E for a distance of 15.07 feet to a point,

thence, S 82° 08' 28.0" E for a distance of 20.40 feet to a point,

thence, S 79° 23' 26.0" E for a distance of 111.47 feet to a point,

thence, N 13° 14' 51.6" E for a distance of 224.03 feet to a point,

thence, N 54° 45' 04.0" E for a distance of 48.48 feet to a point,

thence, S 83° 46' 32.3" E for a distance of 140.43 feet to a point,

thence, N 10° 21' 46.7" E for a distance of 53.55 feet to a point,

thence, S 80° 41' 22.7" E for a distance of 288.08 feet to a point,

thence, with the right of way shown on plats of the Washington County Land Records, 6238 & 5892, and SHA plat 44701 the following 7 courses:

S 68° 15' 20.8" E for a distance of 153.43 feet to a point,

thence, N 74° 59' 37.9" E for a distance of 82.77 feet to a point,

thence, S 80° 14' 32.3" E for a distance of 149.67 feet to a point,

thence, S 80° 40' 22.0" E for a distance of 25.00 feet to a point,

thence, S 58° 52' 13.0" E for a distance of 53.85 feet to a point,

thence, S 86° 22' 59.0" E for a distance of 50.25 feet to a point,

thence, S 80° 40' 22.0" E for a distance of 50.00 feet to a point,

thence, crossing Halfway Blvd, N 09° 19' 19.0" E for a distance of 200 feet to a point on the northern Right of way of Halfway Blvd as shown on SHA plat 44701,

thence, with said Right of Way, N 79° 43' 02.7" W for a distance of 60 feet to a point,

thence, N 76° 12' 32.0" W for a distance of 115.34 feet to a point,

thence, N 80° 40' 22.0" W for a distance of 175.00 feet to a point,

thence, N 65° 31' 45.0" W for a distance of 84.20 feet to a point,

thence, with the Right of way shown on SHA plat 54827 the following 8 courses:

N 73° 49' 57.9" W for a distance of 154.19 feet to a point,

thence, N 11° 43' 58.0" W for a distance of 83.01 feet to a point,

thence, N 01° 34' 58.0" W for a distance of 78.57 feet to a point,

thence, N 13° 21' 58.0" W for a distance of 182.30 feet to a point,

thence, N 27° 54' 23.4" W for a distance of 164.32 feet to a point,

thence, N 32° 28' 23.9" W for a distance of 147.15 feet to a point,

thence, with a curve to the right with a chord bearing of N 20° 43' 20.0" W and a distance of 86.51 feet with a radius of 454' to a point,

thence, N 01° 57' 52.2" E for a distance of 17.30 feet to a point on the existing Corporate Boundary of Hagerstown with NAD 83 MD State Plane Coordinates of N:715950.0188, E:1094655.4513,

thence, following the existing Corporate Boundary the following 29 Courses:

N 80° 40' 21.5" W for a distance of 83.15 feet to a point,

thence, N 28° 45' 33.4" E for a distance of 99.74 feet to a point,

thence, N 27° 13' 03.5" E for a distance of 38.52 feet to a point,

thence, N 30° 42' 20.8" E for a distance of 87.43 feet to a point,

thence, N 30° 26' 11.9" E for a distance of 250.67 feet to a point on the right of way of CSX Railroad, and with said right of way the following 10 courses:

N 82° 20' 55.4" E for a distance of 499.50 feet to a point,

thence, N 75° 59' 41.4" E for a distance of 213.53 feet to a point,

thence, N 72° 06' 52.4" E for a distance of 213.68 feet to a point,

thence, N 68° 15' 42.4" E for a distance of 212.30 feet to a point,

thence, N 65° 04' 06.4" E for a distance of 215.23 feet to a point,

thence, N 59° 08' 26.4" E for a distance of 737.76 feet to a point,

thence, N 30° 51' 33.5" W for a distance of 370.83 feet to a point,

thence, S 58° 40' 29.4" W for a distance of 716.38 feet to a point,

thence, S 63° 57' 51.5" W for a distance of 198.17 feet to a point,

thence, S 68° 59' 22.4" W for a distance of 755.17 feet to a point at the intersection of the Interstate 81 right of way and the CSX right of way and thence leaving the CSX right of way and continuing with the Interstate 81 right of way,

N 22° 26' 24.5" E for a distance of 240.37 feet to a point,

thence, N 28° 48' 30.4" E for a distance of 246.43 feet to a point,

thence with a curve to the right with a radius of 7489.44 feet and a chord bearing and distance of N 39° 41' 56" E, 773.26 feet to a point,

thence, N 42° 38' 35.7" E for a distance of 711.78 feet to a point,

thence crossing Interstate-81 and continuing with the existing Corporate Boundary N47° 21' 27.5" W a distance of 310.29 feet to the POINT OF BEGINNING Containing 95.64 acres m/l.

EXHIBIT B: ANNEXATION VERIFICATION

VERIFICATION

I, Robert E. Bruchey, II, Mayor of the City of Hagerstown, Maryland, hereby CERTIFY that:

1. There are no residents in the area to be annexed, and therefore there are no registered voters from whom to obtain consent pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b)(1).
2. The property that is the subject of this annexation consists of all tax-exempt property and the consent of tax-exempt property owners is excluded from the 25% requirement of the Maryland Annotated Code, Local Government Article, § 4-403(b)(2).

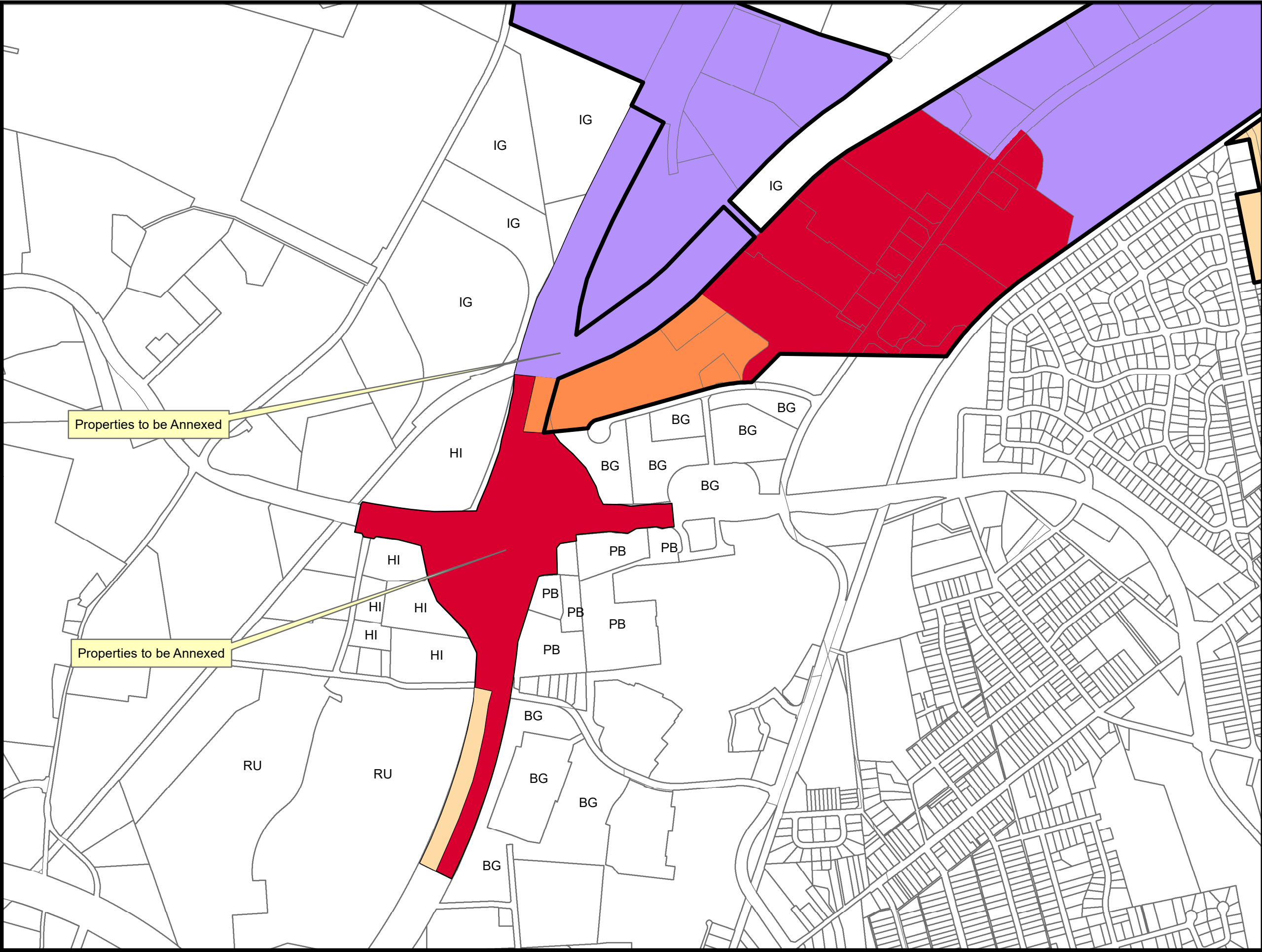
WITNESS my hand and Seal of the City of Hagerstown, Maryland, this ____ day of _____, _____.

Robert E. Bruchey, II, Mayor

(SEAL)

Donna K. Spickler, City Clerk

EXHIBIT C: ZONING EXHIBIT



City of Hagerstown

Zoning Map



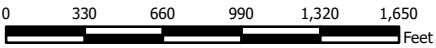
Surrounding County zoning depicted in text on map

- Corporate Boundary
- Street/Road
- Funkstown Corp. Boundary
- AT (Agricultural Transitional)
- RMOD (Moderate Density Residential)
- RMED (Medium Density Residential)
- RH (High Density Residential)
- RO (Residential - Office)
- CC-MU (City Center-Mixed Use)
- N-MU (Neighborhood-Mixed Use)
- CL (Commercial Local)
- CG (Commercial General)
- CR (Commercial Regional)
- POM (Professional Office Mixed)
- I-MU (Industrial-Mixed Use)
- IR (Industrial Restricted)
- IG (Industrial General)

- Overlay**
- Conversion District
 - Local Conversion District
 - Landmark
 - Planned Unit Development

- Historic District**
- Downtown Historic District
 - Oak Hill Historic District
 - Potomac/Broadway Historic District
 - S. Prospect Street Historic District

Prior Rezoning Cases		
Revision Case #	Effective Date	Description
ZM-2008-03	June 26, 2009	Comprehensive Rezoning, Phase I
ZM-2009-01	February 25, 2010	Comprehensive Rezoning, Phase II
ZM-2009-03	March 25, 2010	Add Conversion District Overlay - 277 Frederick Street
ZM-2009-02	May 27, 2010	Comprehensive Rezoning, Phase III
ZM-2010-02	October 28, 2010	Add Local Conversion District Overlay - 800 View Street
ZM-2010-01	November 25, 2010	Comprehensive Rezoning, Phase IV
ZM-2010-03	January 20, 2011	Add Local Conversion District Overlay - 991 Maryland Ave
ZM-2011-01	November 24, 2011	Add Local Conversion District Overlay - 245-247 N Locust St
ZM-2011-02	May 24, 2012	580 Pangborn Boulevard (N-MU to POM)
ZM-2012-01	September 27, 2012	E. East Street Rezoning (RU to IG and R1 to POM)
ZT-2012-02	October 25, 2012	DMC Revisions - New Designations for Zoning Districts
ZM-2015-01	February 25, 2016	Add Local Conversion Overlay - 702 W Washington St
ZM-2016-01	August 25, 2016	Add Local Conversion Overlay - 400 Jonathan St
ZM-2017-01	June 22, 2017	613 W Washington St (RMED to CL)



Map Projection:
NAD83 State Plane Maryland FIPS (feet)

Data Sources:
City of Hagerstown, 2017
Washington County, 2016

Prepared By:
Hagerstown Planning Office, 2/1/08 (Revised 06/12/17)

H:\gis\PLANNING\GIS-MasterProjects\AcMap\ZoningMap1\17.mxd



EXHIBIT D: ANNEXATION PLAN

City of Hagerstown, Maryland
Annexation Case No. A-2019-01

Property Owners: Maryland State Highway Administration (SHA)
CSX Transportation
Washington County

Applicant: City of Hagerstown

Location of Property: Interstate 81 ROW, CSX ROW, and Halfway Boulevard ROW,
near Halfway Boulevard/I-81 interchange

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a reinitiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

The area of annexation is approximately 95.64 acres.

The proposed zoning is CR (Commercial Regional), IG (Industrial General), CG (Commercial General), and RMED (Medium Density Residential), which are continuations of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers; the CG district provides more general commercial uses; the IG District provides locations for industrial style uses; and the RMED District provides for medium density residential development. The existing Washington County zoning classification is HI (Highway Interchange), PB (Planned Business), BG (Business General), IG (Industrial General), and RU (Residential Urban). The property is designated as Industrial General, Commercial General, Business-Employment, and High Density Residential on the City's Future Land Use Map.

The CR, IG, CG, and RMED zoning classifications proposed for this site are similar in scope and permit similar uses as the County's current zoning of HI, PB, BG, IG, and RU. More specifically: CR is similar to HI and PB; IG is essentially equivalent to IG; CG is similar to BG, and RMED is

similar to RU.

It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035.

It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The land proposed to be annexed is transportation ROWs owned by the State Highway Administration, CSX, and Washington County. Continued use of these transportation corridors would have no adverse impact on Washington County facilities.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

- A. Currently, there is no City wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- B. Currently, there is no City water service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Allegheny Power.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, street lights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.

- D. No significant impact on emergency service delivery is expected.
- E. Currently, the area proposed to be annexed contains two public roads – a section of I-81 and two short sections of Halfway Boulevard, a County road. No change to current ownership or service is proposed.

- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.
- H. No persons currently reside or will reside within the area proposed to be annexed and so no persons will require receipt of City of Hagerstown services nor be required to pay for any City services.

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

Topic:

Approval of Annexation Plan – I-81/CSX/Halfway Blvd. Right-of-Way, Case No. A-2019-01

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Approval_of_Annexation_Plan.pdf
Approval_of_Annexation_Plan_-_I-
81__CSX__Halfway_Blvd_Right_of_Way.pdf

Description

Motion - Annexation Plan
Annexation Plan

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

Date: **November 26, 2019**

TOPIC: **Approval of Annexation Plan**
 I-81/CSX/Halfway Blvd Right-of-Way
 Case No. A-2019-01

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

MOTION: I hereby move that the Mayor and City Council Approve an Annexation Plan for an annexation known as the "I-81/CSX/Halfway Blvd Right-of-Way," for the transportation corridor right-of-ways. The portion of property to be annexed is approximately 95.64 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF PASSAGE:	11/26/19
EFFECTIVE DATE:	11/26/19

City of Hagerstown, Maryland
Annexation Case No. A-2019-01

Property Owners: Maryland State Highway Administration (SHA)
CSX Transportation
Washington County

Applicant: City of Hagerstown

Location of Property: Interstate 81 ROW, CSX ROW, and Halfway Boulevard ROW,
near Halfway Boulevard/I-81 interchange

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It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a reinitiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

The area of annexation is approximately 95.64 acres.

The proposed zoning is CR (Commercial Regional), IG (Industrial General), CG (Commercial General), and RMED (Medium Density Residential), which are continuations of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers; the CG district provides more general commercial uses; the IG District provides locations for industrial style uses; and the RMED District provides for medium density residential development. The existing Washington County zoning classification is HI (Highway Interchange), PB (Planned Business), BG (Business General), IG (Industrial General), and RU (Residential Urban). The property is designated as Industrial General, Commercial General, Business-Employment, and High Density Residential on the City's Future Land Use Map.

The CR, IG, CG, and RMED zoning classifications proposed for this site are similar in scope and permit similar uses as the County's current zoning of HI, PB, BG, IG, and RU. More specifically: CR is similar to HI and PB; IG is essentially equivalent to IG; CG is similar to BG, and RMED is

similar to RU.

It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035.

It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The land proposed to be annexed is transportation ROWs owned by the State Highway Administration, CSX, and Washington County. Continued use of these transportation corridors would have no adverse impact on Washington County facilities.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

- A. Currently, there is no City wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- B. Currently, there is no City water service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Allegheny Power.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, street lights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.

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- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.
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**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Date: **November 26, 2019**

TOPIC: **Approval of Annexation Plan**
I-81/CSX/Halfway Blvd Right-of-Way
Case No. A-2019-01

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
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DATE OF INTRODUCTION:	11/26/19
HEARING DATE:	DATE
DATE OF PASSAGE:	DATE
EFFECTIVE DATE:	DATE

City of Hagerstown, Maryland
Annexation Case No. A-2019-01

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CSX Transportation
Washington County

Applicant: City of Hagerstown

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- A. Currently, there is no City wastewater service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- B. Currently, there is no City water service in the area proposed to be annexed and none is planned because the land is transportation ROWs.
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Allegheny Power.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, street lights already exist in the area proposed to be annexed and no change to current ownership or service is proposed.

- D. No significant impact on emergency service delivery is expected.
- E. Currently, the area proposed to be annexed contains two public roads – a section of I-81 and two short sections of Halfway Boulevard, a County road. No change to current ownership or service is proposed.

- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection within the transportation ROW's in the area proposed to be annexed will be provided by the State Police, County Sheriff, and Hagerstown Police Department, as appropriate.
- H. No persons currently reside or will reside within the area proposed to be annexed and so no persons will require receipt of City of Hagerstown services nor be required to pay for any City services.

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

Topic:

Approval of a Resolution: Third Amendment to Agreement with American Traffic Solutions, Inc. for the Purposes of Providing a Digital Red Light Camera System and Related Office Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Red_Light_Camera_System_Resolution.pdf

Description

Resolution: Red Light
Camera System

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF A THIRD AMENDMENT TO AGREEMENT WITH
AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY
FOR THE PURPOSES OF
PROVIDING A DIGITAL RED LIGHT CAMERA SYSTEM
AND RELATED OFFICE SERVICES**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-202.1 (“the Code”) authorizes the use of traffic control signal monitoring systems (“Red Light Camera Systems”); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as “the City,” believe it is in the best interest for the safety of its citizens that a Red Light Camera System be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, American Traffic Solutions, Inc. d/b/a Verra Mobility (“ATS”), a corporation organized and existing under the laws of the State of Kansas, installs, operates, and provides technical and other support services for Red Light Camera Systems in the State of Maryland;

WHEREAS, Howard County, Maryland (“Howard County”) entered into a written agreement with ATS on or about January 5, 2016 for the provision of a Red Light Camera System in Howard County (the “Howard County Agreement”), after a competitive bid process;

WHEREAS, Howard County can provide assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City through the City’s membership and participation in the Regional Automated Enforcement Center (“RAEC”);

WHEREAS, the City entered into agreements with both ATS (“the ATS Agreement”) and Howard County which provide for the benefits of Howard County Agreement, as well as Howard County’s assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City, and the City’s use of the RAEC;

WHEREAS, the ATS Agreement expired on December 31, 2017, but was extended until December 31, 2018 by the parties by virtue of a First Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the First Amendment to Agreement expired on December 31, 2018, but was extended until December 31, 2019 by the parties by virtue of a Second Amendment to Agreement between the City of Hagerstown, Maryland and American Traffic Solutions, Inc.;

WHEREAS, the City and ATS wish to extend the terms of the ATS Agreement until December 31, 2020; and

WHEREAS, attached hereto and incorporated herein is a Third Amendment to Agreement between the City and ATS to secure ATS's assistance with installation, approval of locations, training, technical and other support relating to Red Light Camera System in the City. The Third Amendment is effective for a one-year period beginning on January 1, 2020 and ending on December 31, 2020, subject to rights of termination by either party as set forth in Howard County Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the City of Hagerstown be and is hereby authorized to execute the Third Amendment to Agreement between the City and ATS, a copy of which is attached hereto, and to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

**THIRD AMENDMENT TO AGREEMENT
BETWEEN CITY OF HAGERSTOWN, MARYLAND
AND AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY**

This Third Amendment ("Amendment") is effective as of the date of final execution hereof and entered into between the City of Hagerstown, a municipal corporation of the State of Maryland ("Municipality") and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation (herein "VERRA MOBILITY").

WHEREAS, VERRA MOBILITY entered into an agreement with Howard County, Maryland as of January 5, 2016 (hereinafter the "Howard County Agreement"); and

WHEREAS, the Municipality and VERRA MOBILITY entered into an Agreement, subject to the terms and conditions of the Howard County Agreement, effective January 5, 2016, which was amended by the First Amendment to Agreement dated as of December 12, 2017 and Second Amendment to Agreement dated as of January 11, 2019 (together the "Agreement"); and

WHEREAS, the Municipality and VERRA MOBILITY wish to modify and amend certain terms and conditions of the Agreement; and

WHEREAS, Section 3.2 of the Howard County Agreement allows seven (7) one-year renewal options; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Agreement, the parties hereto agree as follows:

1. The Agreement is hereby extended for a one-year period beginning January 1, 2020, and ending December 31, 2020. The parties specifically preserve the right to terminate the Agreement, per paragraphs 3.1 and 5 of the Howard County Agreement.
2. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY

CITY OF HAGERSTOWN

By: _____
Garrett Miller Date
EVP, Government Solutions

By: _____
Robert E. Bruchey, II Date

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

Topic:

Approval of a Resolution: Easement Agreement For Showalter Road Water Main

Mayor and City Council Action Required:

Approval of a Deed of Easement between the City of Hagerstown and the Board of Commissioners of Washington County Maryland for perpetual maintenance of Water Department infrastructure.

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Water_Showalter_Road_Easement_Agreement_11262019.pdf

Motion_and_Resolution_-_Easement_for_Showalter_Road.pdf

Description

Water - Showalter Road
Easement Agreement

Motion and Resolution -
Showalter Road

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: Approval of a Motion to enter into an Easement Agreement between the City of Hagerstown and the Board of Commissioners of Washington County Maryland.

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

MOTION: I hereby move that the Mayor and City Council approve the attached Easement Agreement between the City of Hagerstown and the Board of County Commissioners of Washington County Maryland for a perpetual easement on Showalter Road as described in the attached Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: 11/26/19
DATE OF PASSAGE: 11/26/19
EFFECTIVE DATE: 11/26/19

CITY OF HAGERSTOWN



DEPARTMENT OF UTILITIES

Light Department
425 East Baltimore Street
Hagerstown, MD 21740-6105
Phone 301-739-8577 ext 151
Fax 301-739-7958

Wastewater Division
1 Clean Water Circle
Hagerstown, MD 21740-6848
Phone 301-739-8577 ext 650
Fax 301-733-2873

October 31, 2019

Mayor and Council
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Re: Showalter Road Easement

Dear Mayor and Council,

This water main easement will formalize work which began when the pipeline was constructed in the late 1980s. The main, which is seven hundred feet in length, provides water to the airport terminal, and has been maintained by the Water Division since it was constructed. The easement is parallel to the exit drive from the terminal, and terminates at and includes the water meter vault. We became aware of this need while collaborating with the County to determine a possible service modification.

Please advise if there are any questions.

Thank you,


Ed Norman
Water and Wastewater Engineer
301-739-8577 ext 653

cc: Scott Nicewarner, City Administrator
Nancy Hausrath, Utilities Director

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND FOR USE OF A PORTION OF COUNTY PROPERTY FOR THE PURPOSE OF OPERATING, MAINTAINING, REPAIRING, REPLACING AND REMOVING, AS NEEDED, BELOW-GROUND WATERLINES AND NECESSARY FIXTURES ON LAND SITUATED ON THE NORTHERLY SIDE OF SHOWALTER ROAD, HAGERSTOWN, MARYLAND

RECITALS

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

WHEREAS, the City has constructed below-ground water lines and the necessary accessories, fixtures and appurtenances thereto (collectively "the Facilities"), across, over and under the following described twenty (20) foot wide strip of land, situate in Election District No. 13 of Washington County, Maryland, near the northerly side of Showalter Road, one thousand two hundred feet (1,200 ft.) to the east of its intersection with the northbound ramps for Interstate 81 and more particularly described on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the location of the Facilities is upon property owned by the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter the "County"); and

WHEREAS, the County has generously offered to grant the City a perpetual easement over a portion of its property for operating, maintaining, repairing, replacing and removing, as needed, the Facilities; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement and Maintenance Agreement.

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. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and City Council do hereby approve and accept the offer of easement made by the Board of County Commissioners of Washington County, Maryland, as set forth on the attached Deed of Easement and Maintenance Agreement.
3. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement and Maintenance Agreement between the City and the County, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: Approval of a Motion to enter into an Easement Agreement between the City of Hagerstown and the Board of Commissioners of Washington County Maryland.

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

MOTION: I hereby move that the Mayor and City Council approve the attached Easement Agreement between the City of Hagerstown and the Board of County Commissioners of Washington County Maryland for a perpetual easement on Showalter Road as described in the attached Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: 11/26/19
DATE OF PASSAGE: 11/26/19
EFFECTIVE DATE: 11/26/19

Election District No. 13
Part of Property Map 24, Parcel No. 471
Tax Parcel ID No.: 13-022550

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter sometimes referred to as "Grantor"), and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of operating, maintaining, repairing, replacing, and removing, as needed, below-ground water lines and the necessary accessories, fixtures, and appurtenances thereto (collectively "the Facilities"), across, over, and under the following described twenty (20) foot wide strip of land, situate in Election District No. 13 of Washington County, Maryland, near the northerly side of Showalter Road, one thousand two hundred feet (1,200 ft.) to the east of its intersection with the northbound ramps for Interstate 81, and more particularly described as follows:

Beginning for the outline hereof at a point South 06 degrees 17 minutes 45 seconds 656.00 feet from the end of the first (1st) or North 16 degrees 09 minutes 56 seconds East 698.01 foot line as described in a deed from Fairchild Industries, Inc., unto the Board of County Commissioners of Washington County, Maryland, dated July 14, 1987, and recorded among the Land Records of Washington County, Maryland, in Liber 852, folio 27; thence running by seven (7) new lines of easement on bearings to agree with Maryland Grid (NAD83-91),

1. North 02 degrees 20 minutes 41 seconds West 36.83 feet to a point;
2. North 15 degrees 00 minutes 05 seconds East 621.94 feet to a point;
3. North 60 degrees 38 minutes 17 seconds West 8.19 feet to a point being the point of beginning for a Perpetual Waterline Easement intended to be conveyed unto Bowman Air Park, LLC, by Deed of Easement and Maintenance Agreement that is intended to be recorded in the Land Records of Washington County, Maryland; thence running with the bearing for the fourth (4th) line of the aforementioned easement,

4. North 15 degrees 00 minutes 05 seconds East 24.98 feet;
5. South 74 degrees 59 minutes 55 seconds East 27.93 feet;
6. South 15 degrees 00 minutes 05 seconds West 646.73 feet;
7. South 02 degrees 20 minutes 41 seconds West 32.74 feet to a point in the northern right of way line of Showalter Road, thence with a portion of the said right of way line,
8. South 87 degrees 00 minutes 07 seconds West 20.09 feet to the point of beginning, encompassing 13,859 square feet or 0.3182 acre of land, more or less.

Being a portion of all that piece or parcel of land that was conveyed by Fairchild Industries, Inc., unto the Board of County Commissioners of Washington County, Maryland, by a deed dated July 14, 1987, and recorded among the Land Records of Washington County, Maryland, in Liber 852, folio 27.

The above-described easement is also graphically depicted on a Washington County, Maryland, Division of Engineering drawing, dated April 12, 2017, entitled "Perpetual Waterline Easement Hagerstown Regional Airport 18404 Showalter Rd," a copy of which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions, and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the water lines and appurtenances thereto clear and functioning so as not to cause backups or damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the

other, directly or through others, erect any gate, fence, building, or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water; or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse the other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc., resulting from injuries, including death, damages, and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the underground facilities.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successors and assigns.
5. This Deed of Easement is conveyed together with the right to excavate and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

By: _____ (SEAL)
Jeffrey A. Cline, President

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

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

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Jeffrey A. Cline, President of the Board of County Commissioners of Washington County, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Board of County Commissioners of Washington County, Maryland, that he is authorized to make this acknowledgment and that the within instrument 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 Board of County Commissioners of Washington County, Maryland, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2019, 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, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Kirk C. Downey

Approved as to form and legal
sufficiency for execution by the County:

Kirk C. Downey
County Attorney

Approved for recording this
_____ day of _____, 2019.

Krista L. Hart
Clerk

Accepted and approved for recording
this _____ day of _____,
2019.

Todd J. Moser
Real Property Administrator

Mail to:
Todd J. Moser
Real Property Administrator
Division of Public Works
100 W. Washington Street, Rm. 238
Hagerstown, MD 21740

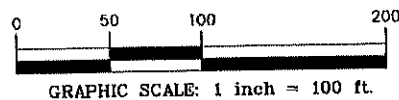
PROP. MAP 24 PARCEL 471
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND
LIBER 852 FOLIO 27

CITY WATERLINE EASEMENT		
LINE/CURVE	BEARING/CHORD	LENGTH
L1	N 02°20'41" E	36.83'
L2	N 15°00'05" E	621.94'
L3	N 60°38'17" W	8.19'
L4	N 15°00'05" E	24.98'
L5	S 74°59'55" E	27.93'
L6	S 15°00'05" W	646.73'
L7	S 02°20'41" W	32.74'
L8	S 87°00'07" W	20.09'
AREA = 13,859 SF OR 0.3182 ACRES		

BOWMAN WATERLINE EASEMENT		
LINE/CURVE	BEARING/CHORD	LENGTH
L1	N 60°38'17" W	85.58'
L2	N 15°39'54" E	20.59'
L3	S 60°38'17" E	85.34'
L4	S 15°00'05" W	20.65'
AREA = 1,709 SF OR 0.0392 ACRES		

-  PERPETUAL EASEMENT (BOWMAN AIRPARK LLC)
 PERPETUAL EASEMENT (CITY OF HAGERSTOWN)
 WATER MAIN
 SERVICE LINE

REVISED: JANUARY 8, 2018



SHEET 1 OF 1



WASHINGTON COUNTY, MARYLAND
DIVISION OF ENGINEERING

PERPETUAL
WATERLINE EASEMENT
HAGERSTOWN REGIONAL AIRPORT
18404 SHOWALTER RD

DWN. BY: AMS

CHKD. BY:

SCALE: 1" = 100'

AIRPORT TERMINAL WATER MAIN

APRIL 12, 2017

ELECTION DISTRICT NO. 13

PROPERTY MAP 24

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: **Approval of a Resolution: Easement Agreement between the City of Hagerstown and the Board of Commissioners of Washington County Maryland.**

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

MOTION: I hereby move that the Mayor and City Council approve the attached Resolution and Easement Agreement between the City of Hagerstown and the Board of County Commissioners of Washington County Maryland for a perpetual easement on Showalter Road as described in the attached Deed of Easement and Maintenance Agreement.

DATE OF INTRODUCTION: 11/26/19
DATE OF PASSAGE: 11/26/19
EFFECTIVE DATE: 11/26/19

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION OF A DEED OF EASEMENT AND MAINTENANCE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND FOR USE OF A PORTION OF COUNTY PROPERTY FOR THE PURPOSE OF OPERATING, MAINTAINING, REPAIRING, REPLACING AND REMOVING, AS NEEDED, BELOW-GROUND WATERLINES AND NECESSARY FIXTURES ON LAND SITUATED ON THE NORTHERLY SIDE OF SHOWALTER ROAD, HAGERSTOWN, MARYLAND

RECITALS

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

WHEREAS, the City has constructed below-ground water lines and the necessary accessories, fixtures and appurtenances thereto (collectively "the Facilities"), across, over and under the following described twenty (20) foot wide strip of land, situate in Election District No. 13 of Washington County, Maryland, near the northerly side of Showalter Road, one thousand two hundred feet (1,200 ft.) to the east of its intersection with the northbound ramps for Interstate 81 and more particularly described on the attached Deed of Easement and Maintenance Agreement; and

WHEREAS, the location of the Facilities is upon property owned by the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland (hereinafter the "County"); and

WHEREAS, the County has generously offered to grant the City a perpetual easement over a portion of its property for operating, maintaining, repairing, replacing and removing, as needed, the Facilities; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the Deed of Easement and Maintenance Agreement.

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. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.

2. That the Mayor and City Council do hereby approve and accept the offer of easement made by the Board of County Commissioners of Washington County, Maryland, as set forth on the attached Deed of Easement and Maintenance Agreement.
3. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Deed of Easement and Maintenance Agreement between the City and the County, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this ordinance shall become effective at the expiration of thirty calendar days following its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: _____
Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

Election District No. 13
Part of Property Map 24, Parcel No. 471
Tax Parcel ID No.: 13-022550

DEED OF EASEMENT
AND MAINTENANCE AGREEMENT

THIS DEED OF EASEMENT AND MAINTENANCE AGREEMENT is made this ____ day of _____, 2019, by and between the **BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND**, a body corporate and politic and a political subdivision of the State of Maryland, (hereinafter sometimes referred to as "Grantor"), and the **MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND**, a municipal corporation of the State of Maryland, (hereinafter sometimes referred to as "Grantee").

WITNESSETH: That for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said Grantor does hereby grant and convey unto the Grantee, its successors and assigns, a **Perpetual and Permanent Easement** and the right of ingress and egress for the purpose of operating, maintaining, repairing, replacing, and removing, as needed, below-ground water lines and the necessary accessories, fixtures, and appurtenances thereto (collectively "the Facilities"), across, over, and under the following described twenty (20) foot wide strip of land, situate in Election District No. 13 of Washington County, Maryland, near the northerly side of Showalter Road, one thousand two hundred feet (1,200 ft.) to the east of its intersection with the northbound ramps for Interstate 81, and more particularly described as follows:

Beginning for the outline hereof at a point South 06 degrees 17 minutes 45 seconds 656.00 feet from the end of the first (1st) or North 16 degrees 09 minutes 56 seconds East 698.01 foot line as described in a deed from Fairchild Industries, Inc., unto the Board of County Commissioners of Washington County, Maryland, dated July 14, 1987, and recorded among the Land Records of Washington County, Maryland, in Liber 852, folio 27; thence running by seven (7) new lines of easement on bearings to agree with Maryland Grid (NAD83-91),

1. North 02 degrees 20 minutes 41 seconds West 36.83 feet to a point;
2. North 15 degrees 00 minutes 05 seconds East 621.94 feet to a point;
3. North 60 degrees 38 minutes 17 seconds West 8.19 feet to a point being the point of beginning for a Perpetual Waterline Easement intended to be conveyed unto Bowman Air Park, LLC, by Deed of Easement and Maintenance Agreement that is intended to be recorded in the Land Records of Washington County, Maryland; thence running with the bearing for the fourth (4th) line of the aforementioned easement,

4. North 15 degrees 00 minutes 05 seconds East 24.98 feet;
5. South 74 degrees 59 minutes 55 seconds East 27.93 feet;
6. South 15 degrees 00 minutes 05 seconds West 646.73 feet;
7. South 02 degrees 20 minutes 41 seconds West 32.74 feet to a point in the northern right of way line of Showalter Road, thence with a portion of the said right of way line,
8. South 87 degrees 00 minutes 07 seconds West 20.09 feet to the point of beginning, encompassing 13,859 square feet or 0.3182 acre of land, more or less.

Being a portion of all that piece or parcel of land that was conveyed by Fairchild Industries, Inc., unto the Board of County Commissioners of Washington County, Maryland, by a deed dated July 14, 1987, and recorded among the Land Records of Washington County, Maryland, in Liber 852, folio 27.

The above-described easement is also graphically depicted on a Washington County, Maryland, Division of Engineering drawing, dated April 12, 2017, entitled "Perpetual Waterline Easement Hagerstown Regional Airport 18404 Showalter Rd," a copy of which is appended hereto and made a part hereof.

SUBJECT to all other easements, rights of way, covenants, conditions, and restrictions of record applicable thereto.

AND SUBJECT to the rights and obligations contained herein.

TO HAVE AND TO HOLD the right and privilege of the easement hereby granted to the use and benefit of the within Grantee, its successors and assigns.

AND IT IS FURTHER understood and agreed by the parties that the easement herein is granted under and subject to the following terms and conditions:

1. Grantee shall perform, at its cost and effort, such maintenance, repairs, and replacements as are necessary to keep the water lines and appurtenances thereto clear and functioning so as not to cause backups or damage to Grantor's property. Grantee shall repair, at its cost and effort, any changes made to the easement area or Grantor's property as a result of any maintenance and repairs.
2. Except as otherwise provided in this Deed of Easement and Maintenance Agreement, neither party shall, without the written permission of the

other, directly or through others, erect any gate, fence, building, or other structure within the easement area; make a fill or excavation of the earth so as to cause a change in contour; intentionally inundate the land with water; or otherwise alter the easement area. In the event a party removes any obstruction or otherwise corrects any condition constituting a violation of this paragraph, the violating party shall promptly reimburse the other party's reasonable costs of doing so.

3. Grantee shall indemnify, hold harmless, and defend the Grantor from any and all claims, rights, judgments, etc., resulting from injuries, including death, damages, and losses sustained by any person or property arising from the Grantee's negligence in the use of the easement area conveyed herein or the maintenance or repair of the underground facilities.
4. This Deed of Easement and Maintenance Agreement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns, and the terms "Grantor" and "Grantee" hereunder shall include their respective successors and assigns.
5. This Deed of Easement is conveyed together with the right to excavate and refill ditches and/or trenches for the location, repair, and/or replacement of the Facilities; together with the further right to remove trees, bushes, undergrowth, or other obstructions interfering with the operation, maintenance, and/or replacement thereof.

WITNESS the hand and seal of Grantor and Grantee.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY, MARYLAND

Krista L. Hart, Clerk

By: _____(SEAL)
Jeffrey A. Cline, President

WITNESS:

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

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

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2019, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared **Jeffrey A. Cline, President of the Board of County Commissioners of Washington County, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Board of County Commissioners of Washington County, Maryland, that he is authorized to make this acknowledgment and that the within instrument 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 Board of County Commissioners of Washington County, Maryland, and that the foregoing transfer is for no monetary consideration and the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

STATE OF MARYLAND, WASHINGTON COUNTY, to-wit:

I HEREBY CERTIFY that on this ____ day of _____, 2019, 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, Maryland**, who acknowledged the foregoing Deed of Easement and Maintenance Agreement to be the act and deed of the Mayor and Council of the City of Hagerstown, that he is authorized to make this acknowledgment, that he is duly authorized to execute the foregoing, and did swear and affirm under the penalties of perjury that the consideration stated herein is true and correct.

WITNESS my hand and Official Notarial Seal.

Notary Public

My Commission expires:

I certify that the within instrument was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland, but the undersigned did not perform a title search, title examination or make any certification as to title.

Kirk C. Downey

Approved as to form and legal
sufficiency for execution by the County:

Kirk C. Downey
County Attorney

Approved for recording this
____ day of _____, 2019.

Krista L. Hart
Clerk

Accepted and approved for recording
this ____ day of _____,
2019.

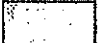
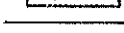
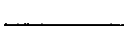
Todd J. Moser
Real Property Administrator

Mail to:
Todd J. Moser
Real Property Administrator
Division of Public Works
100 W. Washington Street, Rm. 238
Hagerstown, MD 21740

PROP. MAP 24 PARCEL 471
BOARD OF COUNTY COMMISSIONERS OF
WASHINGTON COUNTY, MARYLAND
LIBER 852 FOLIO 27

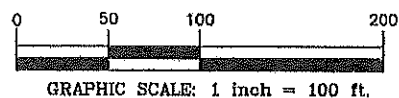
BOWMAN WATERLINE EASEMENT		
LINE/CURVE	BEARING/CHORD	LENGTH
L1	N 60°38'17" W	85.58'
L2	N 15°39'54" E	20.59'
L3	S 60°38'17" E	85.34'
L4	S 15°00'05" W	20.65'
AREA = 1,709 SF OR 0.0392 ACRES		

CITY WATERLINE EASEMENT		
LINE/CURVE	BEARING/CHORD	LENGTH
L1	N 02°20'41" E	36.83'
L2	N 15°00'05" E	621.94'
L3	N 60°38'17" W	8.19'
L4	N 15°00'05" E	24.98'
L5	S 74°59'55" E	27.93'
L6	S 15°00'05" W	646.73'
L7	S 02°20'41" W	32.74'
L8	S 87°00'07" W	20.09'
AREA = 13,859 SF OR 0.3182 ACRES		

-  PERPETUAL EASEMENT (BOWMAN AIRPARK LLC)
 PERPETUAL EASEMENT (CITY OF HAGERSTOWN)
 WATER MAIN
 SERVICE LINE

SHOWALTER ROAD
R/W PLAT NO. 100-10-341

REVISED: JANUARY 8, 2018



SHEET 1 OF 1



WASHINGTON COUNTY, MARYLAND
DIVISION OF ENGINEERING

**PERPETUAL
WATERLINE EASEMENT
HAGERSTOWN REGIONAL AIRPORT
18404 SHOWALTER RD**

DWN. BY: AMS	CHKD. BY:	SCALE: 1" = 100'
AIRPORT TERMINAL WATER MAIN		APRIL 12, 2017
ELECTION DISTRICT NO. 13		PROPERTY MAP 24

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

Topic:

Approval of a Resolution: Automatic and Mutual Aid Firefighting, Rescue, and EMS Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Resolution - _Automatic_and_Mutual_Aid_Firefighting__Rescue__and_EMS_Agreement.pdf	Motion and Resolution
Automatic_and_Mutual_Aid_Firefighting__Rescue__and_EMS_Agreement.pdf	Mutual Aid Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 26, 2019

TOPIC: **APPROVAL OF A RESOLUTION: AUTOMATIC AND MUTUAL
AID FIREFIGHTING, RESCUE, AND EMS AGREEMENT**

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

MOTION: I hereby move for Mayor and Council approval of a resolution accepting the Automatic and Mutual Aid Firefighting, Rescue and EMS Agreement between the Mayor and Council of the City of Hagerstown and the Board of County Commissioners of Washington County, Maryland.

This agreement articulates equitable levels of in-kind services while delivering high quality and efficient services to the residents of Hagerstown and Washington County.

DATE OF PASSAGE: 11/26/19
EFFECTIVE DATE: 11/26/19

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE AN
AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE,
AND EMS AGREEMENT
WITH THE BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY
FOR THE PURPOSE OF DEFINING THE TERMS OF PROVIDING FIREFIGHTING,
RESCUE AND EMS SERVICES TO EACH OTHER**

RECITALS

WHEREAS, the Mayor and Council of the City of Hagerstown, Maryland, is a municipal body corporate and politic ("City"), and the Board of County Commissioners of Washington County, Maryland, is a body corporate and politic and a political subdivision of the State of Maryland ("County"). The City and the County are hereinafter referred to in this Resolution collectively as "the Parties;"

WHEREAS, the Parties maintain respective equipment and personnel for the suppression of fires, rescue, and EMS services (collectively "Services") within their respective boundaries;

WHEREAS, the Parties wish to enter into an Automatic and Mutual Aid Firefighting, Rescue and EMS Agreement (hereinafter "Agreement") to provide for cooperative Services and to augment Services in their respective boundaries;

WHEREAS, the Parties agree to provide the Services which they are respectively able to provide pursuant to said Agreement;

WHEREAS, the City has control over paid employees of the City and agrees to provide those Services over which it has control. The County has control over fire protection and rescue services in Washington County, Maryland, pursuant to the following: (1) Sections 10-401 and 10-402 of the Code of Public Local Laws for Washington County, Maryland, and (2) a Resolution Establishing Standards for Volunteer Fire, Rescue, and Ambulance Departments, Resolution No. RS-2014-17, adopted by the Board of County Commissioners on October 14, 2014;

WHEREAS, as set forth in said Agreement, the Parties agree to dispatch the resources referenced above by sending the closest appropriate Services in response to a request for Automatic Aid or Mutual Aid in accordance with industry best practices;

WHEREAS, the Parties deem said Agreement to be mutually beneficial to render Aid to one another in accordance with the terms set forth in said Agreement;

WHEREAS, either party shall have the right to terminate said Agreement, upon ninety (90) days' written notice to the other; further, the Parties may terminate said Agreement sooner, if mutually agreed to by the Parties; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to enter into said Agreement.

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the Mayor be and is hereby authorized to execute and deliver to the County the Automatic and Mutual Aid Firefighting, Rescue and EMS Agreement, a copy of which is attached hereto and incorporated herein by reference, and to execute any additional documentation required to effectuate the purposes of this Resolution.

BE IT FURTHER RESOLVED THAT this resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: November 26, 2019
Date of Passage: November 26, 2019
Effective Date: November 26, 2019

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE, AND EMS AGREEMENT

This Automatic and Mutual Aid Firefighting, Rescue, and EMS¹ Agreement ("Agreement") is made this _____ day of _____, 2019, by and between the Mayor and Council of the City of Hagerstown, Maryland, a body corporate and politic ("City"), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). The City and the County may sometimes be referred to in this Agreement individually as a Party or a Jurisdiction and collectively as the Parties or the Jurisdictions.

RECITALS

The Parties hereto maintain respective equipment and personnel for the suppression of fires, rescue, and EMS services (collectively "Services") within their respective boundaries.

The Parties wish to enter into this Agreement to provide for cooperative Services and to augment Services in their respective boundaries.

The City and the County agree to provide the Services which they are respectively able to provide pursuant to this Agreement.

The City has control over paid employees of the City and agrees to provide those Services over which it has control. The County has control over fire protection and rescue services in Washington County, Maryland, pursuant to the following: (1) Sections 10-401 and 10-402 of the Code of Public Local Laws for Washington County, Maryland, and (2) a Resolution Establishing Standards for Volunteer Fire, Rescue, and Ambulance Departments, Resolution No. RS-2014-17, adopted by the Board of County Commissioners on October 14, 2014.

The County and City agree to dispatch the resources referenced above by sending the closest appropriate Services in response to a request for Automatic Aid or Mutual Aid in accordance with industry best practices.

The Parties deem this Agreement to be mutually beneficial to render Aid to one another in accordance with the terms set forth herein.

¹ Emergency Medical Services

TERMS & PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Recitals – The foregoing recitals be and are hereby incorporated herein by reference.
2. Terms – The following terms are defined in this Agreement as stated:
 - a. **Aid:** Any Services rendered by a Jurisdiction to the other pursuant to this Agreement. Aid shall be provided by the Parties' employees or agents who possess all required state and local training, licenses, and certifications required for the provision of Services.
 - b. **Automatic Aid:** Services provided immediately for an emergency response and/or request for Aid. At least 50% of a Jurisdiction's firefighting capacity must remain within that Jurisdiction when it is providing Automatic Aid. The Automatic Aid dispatch will include any fire, rescue, and/or EMS units as dispatched by "company" or specific "unit." It is the intent of the City to limit initial Automatic Aid resources to two engines, one aerial, and one chief officer until such time as additional staffed ready reserve units are either transferred into the City or controlled via the career callback system.
 - c. **Mutual Aid:** Services provided upon request for an emergency response and/or request for Aid.
 - d. **First-Due Host Jurisdiction (FDHJ):** The Party within whose geographic boundaries the emergency response and/or request for Aid is located.
 - e. **Automatic Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ but who represents the closest department and/or company to an emergency response and/or request for Aid and, therefore, is appropriately dispatched immediately along with the FDHJ.
 - f. **Mutual Aid Jurisdiction:** The Party whose geographic boundaries are outside the FDHJ where the emergency response and/or request for Aid is located.
 - g. **Incident Commander:** The on-scene unit officer, company officer, or chief officer who has assumed operational control ("Command") of an incident and

is responsible for establishing and updating the incident goals, strategies, and tactics and the deployment of assigned resources accordingly. "Command" shall be established by the first arriving unit at the scene of every incident. Command will be continuously maintained from the arrival of the first unit until the departure of the last unit from the incident scene. However, the individual serving as the Incident Commander may change several times throughout the incident as higher levels of command authority, experience, and/or ability are required or as the incident spans multiple operational periods.

h. **Region:** The area consisting of the City of Hagerstown, Maryland, and Washington County, Maryland.

3. Mutual Aid Requests – A Jurisdiction is authorized to request Mutual Aid pursuant to this Agreement whenever it is deemed advisable by the FDHJ or by the Incident Commander.

4. In-Kind Service Delivery – Each Party shall provide Services to ensure an equitable level of in-kind service delivery (including vehicles, equipment, and staff) between the Parties.

5. Automatic Aid Unit – When appropriate during an emergency response, the Washington County Emergency Communications Center ("WCECC"), utilizing computer-aided-dispatch (CAD) procedures, shall determine the Automatic Aid Jurisdiction unit's or units' current location and availability for emergency response. If the Automatic Aid Jurisdiction unit(s) is/are available, the WCECC shall immediately dispatch the Automatic Aid Jurisdiction's unit or units and simultaneously dispatch the FDHJ's unit or units.

6. Incident Command – Whenever a fire, rescue, or EMS service, department, or company is called to provide service in the Region, the first service, department, or company to arrive will establish Incident Command as prescribed by the National Incident Management System ("NIMS"). Each Party will be responsible for training its respective personnel and will ensure that its personnel are properly and adequately trained in the NIMS.

7. Reimbursement of Costs – The Parties will perform all obligations under this Agreement without reimbursement from each other, unless by agreement or otherwise specified by law, court order, or other legally binding authority. Nothing in this Agreement will be construed to prevent either Party from seeking reimbursement of the

costs of Services from third parties, including other individuals or entities or from state or federal funding sources as permitted by law. Each Party will be responsible for payment of workers' compensation, death, and any other applicable benefits to its own employees or agents who are injured or killed while carrying out operations and activities in furtherance of this Agreement to the same extent as if the injury or death occurred in the normal course of employment in the affected individual's employing Jurisdiction, without regard to geographical location of the precipitating event. Nothing in this Agreement will be construed against the City with respect to the computation of the tax differential applied to City taxpayers. Nothing in this Agreement will be construed against the County with respect to the computation of the tax differential applied to City taxpayers. The Washington County Volunteer Fire and Rescue Association, Inc. and its member companies will not be billed, nor have any expectation to pay, for any expenses or costs incurred as a result of providing any Services pursuant to this Agreement.

8. Waiver of Claims – Each Party waives all claims or potential claims against the other Party for the compensation of any loss, damage, personal injury, or death resulting from the performance of the Parties' respective obligations under this Agreement.

9. Integration – This Agreement is the Parties' final and complete agreement and supersedes all prior mutual aid or other related agreements for Services between the Parties. Either Party may propose amendments to this Agreement from time to time, but no amendment will be effective without the written consent of both Parties.

10. Effectiveness – This Agreement will become effective on the date signed by both Parties and will remain in full force and effect until cancelled by written mutual agreement of the Parties or upon ninety (90) days' written notice by one Party to the other Party.

11. Purpose and Immunity – All services performed by the Parties and their respective employees or agents, as well as expenditures made under this Agreement, will be deemed to be for public and governmental purposes. All immunities from liability enjoyed by federal, state, and local governments within each Party's boundaries will extend to each Party's respective participation and activities in rendering Services outside each Party's respective boundaries under this Agreement.

12. Liability and Damages – To the extent permitted by applicable law, each Party shall be responsible for their respective agents' and employees' acts and omissions conducted within the scope of their duties and causing injury to persons or property. Notwithstanding the foregoing, neither Party shall be responsible to the other Party for punitive damages assessed against their respective employees or agents or for any

criminal conduct of their respective employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either Party.

13. Assignment and Applicability – This Agreement cannot be assigned without the written consent of both Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assigns.

14. Applicable Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland.

15. Notices – Notices required under this Agreement are effective if given to the following, unless updated notice information is provided by either Party to the other in the future:

If to the City:

Steven Lohr, Chief
City of Hagerstown Fire Department
25 West Church Street
Hagerstown, MD 21740

With a courtesy copy to:

Jason Morton
Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, MD 21740

If to the County:

R. David Hays, Director
Washington County Division of Emergency Services
16232 Elliott Parkway
Williamsport, MD 21795

With a courtesy copy to:

Kirk C. Downey, County Attorney
Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:

MAYOR AND CITY COUNCIL OF
HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____
Robert E. Bruchey, II, Mayor

Approved as to form and
legal sufficiency:

Recommended for approval:

Jason Morton, City Attorney

Steven Lohr, City Fire Chief

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

Recommended for approval:

Kirk C. Downey, County Attorney

R. David Hays, Director, Division of
Emergency Services

AUTOMATIC AND MUTUAL AID FIREFIGHTING, RESCUE, AND EMS AGREEMENT

This Automatic and Mutual Aid Firefighting, Rescue, and EMS¹ Agreement ("Agreement") is made this _____ day of _____, 2019, by and between the Mayor and Council of the City of Hagerstown, Maryland, a body corporate and politic ("City"), and the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland ("County"). The City and the County may sometimes be referred to in this Agreement individually as a Party or a Jurisdiction and collectively as the Parties or the Jurisdictions.

RECITALS

The Parties hereto maintain respective equipment and personnel for the suppression of fires, rescue, and EMS services (collectively "Services") within their respective boundaries.

The Parties wish to enter into this Agreement to provide for cooperative Services and to augment Services in their respective boundaries.

The City and the County agree to provide the Services which they are respectively able to provide pursuant to this Agreement.

The City has control over paid employees of the City and agrees to provide those Services over which it has control. The County has control over fire protection and rescue services in Washington County, Maryland, pursuant to the following: (1) Sections 10-401 and 10-402 of the Code of Public Local Laws for Washington County, Maryland, and (2) a Resolution Establishing Standards for Volunteer Fire, Rescue, and Ambulance Departments, Resolution No. RS-2014-17, adopted by the Board of County Commissioners on October 14, 2014.

The County and City agree to dispatch the resources referenced above by sending the closest appropriate Services in response to a request for Automatic Aid or Mutual Aid in accordance with industry best practices.

The Parties deem this Agreement to be mutually beneficial to render Aid to one another in accordance with the terms set forth herein.

¹ Emergency Medical Services

TERMS & PROVISIONS

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. Recitals – The foregoing recitals be and are hereby incorporated herein by reference.

2. Terms – The following terms are defined in this Agreement as stated:

- a. **Aid:** Any Services rendered by a Jurisdiction to the other pursuant to this Agreement. Aid shall be provided by the Parties' employees or agents who possess all required state and local training, licenses, and certifications required for the provision of Services.
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3. Mutual Aid Requests – A Jurisdiction is authorized to request Mutual Aid pursuant to this Agreement whenever it is deemed advisable by the FDHJ or by the Incident Commander.

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6. Incident Command – Whenever a fire, rescue, or EMS service, department, or company is called to provide service in the Region, the first service, department, or company to arrive will establish Incident Command as prescribed by the National Incident Management System ("NIMS"). Each Party will be responsible for training its respective personnel and will ensure that its personnel are properly and adequately trained in the NIMS.

7. Reimbursement of Costs – The Parties will perform all obligations under this Agreement without reimbursement from each other, unless by agreement or otherwise specified by law, court order, or other legally binding authority. Nothing in this Agreement will be construed to prevent either Party from seeking reimbursement of the

costs of Services from third parties, including other individuals or entities or from state or federal funding sources as permitted by law. Each Party will be responsible for payment of workers' compensation, death, and any other applicable benefits to its own employees or agents who are injured or killed while carrying out operations and activities in furtherance of this Agreement to the same extent as if the injury or death occurred in the normal course of employment in the affected individual's employing Jurisdiction, without regard to geographical location of the precipitating event. Nothing in this Agreement will be construed against the City with respect to the computation of the tax differential applied to City taxpayers. Nothing in this Agreement will be construed against the County with respect to the computation of the tax differential applied to City taxpayers. The Washington County Volunteer Fire and Rescue Association, Inc. and its member companies will not be billed, nor have any expectation to pay, for any expenses or costs incurred as a result of providing any Services pursuant to this Agreement.

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12. Liability and Damages – To the extent permitted by applicable law, each Party shall be responsible for their respective agents' and employees' acts and omissions conducted within the scope of their duties and causing injury to persons or property. Notwithstanding the foregoing, neither Party shall be responsible to the other Party for punitive damages assessed against their respective employees or agents or for any

criminal conduct of their respective employees or agents. Nothing herein shall be deemed as a waiver of sovereign immunity or any other defense available to either Party.

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City of Hagerstown Fire Department
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Jason Morton
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R. David Hays, Director
Washington County Division of Emergency Services
16232 Elliott Parkway
Williamsport, MD 21795

With a courtesy copy to:

Kirk C. Downey, County Attorney
Office of the County Attorney
100 West Washington Street, Suite 1101
Hagerstown, MD 21740

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed and delivered.

ATTEST:

MAYOR AND CITY COUNCIL OF
HAGERSTOWN, MARYLAND

Donna K. Spickler, Clerk

By: _____
Robert E. Bruchey, II, Mayor

Approved as to form and
legal sufficiency:

Recommended for approval:

Jason Morton, City Attorney

Steven Lohr, City Fire Chief

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF WASHINGTON COUNTY,
MARYLAND

Krista L. Hart, Clerk

By: _____
Jeffrey A. Cline, President

Approved as to form and
legal sufficiency:

Recommended for approval:

Kirk C. Downey, County Attorney

R. David Hays, Director, Division of
Emergency Services

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

Topic:

Approval of Power Services Agreement Amendment No. 7 with First Energy Solutions

Mayor and City Council Action Required:

Approve Power Services Agreement Amendment number seven with First Energy Solutions to immediately reduce the full requirements contract rate and to provide a mechanism to recalculate the rate following any changes in the energy market related to renewable energy credits.

Discussion:

Financial Impact:

An immediate rate reduction from \$52.70 per MWh to \$52.42 per MWh or approximately \$233,000 in savings through May 31, 2022.

Recommendation:

Motion:

Action Dates:

Regular Session - November 26, 2019

ATTACHMENTS:

File Name

Description

Motion_for_Power_Service_Agreement_Amedment_7_201911.pdf

Motion -
Amendment
7

Electric_Division_Memo_for_Power_Services_Agreement_Amendment_201911.pdf

Memo -
Amendment
7

Amendment_No_7_to_Hagerstown_PSA_-_FINAL_11-1-19.pdf

Amendment
7

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: Power Services Agreement Amendment No. 7 with First Energy Solutions

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

MOTION: I hereby move that the Mayor and City Council approve Power Services Agreement Amendment number seven with First Energy Solutions to immediately reduce the full requirements contract rate and to provide a mechanism to recalculate the rate following any changes in the energy market related to renewable energy credits.

DATE OF INTRODUCTION: 11/26/2019
DATE OF PASSAGE: 11/26/2019
EFFECTIVE DATE: 11/26/2019

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

November 12, 2019

TO: Scott Nicewarner, City Administrator

FROM: Nancy Hausrath, Director of Utilities

Nathan Fridinger, Electric Operations Manager

SUBJECT: Power Services Agreement Amendment #7

ACTION: November 26, 2019 New Business Item Approval

The Power Services Agreement with First Energy Solutions is structured with a few variable pass-through charges and a fixed Megawatt-hour (MWh) rate which includes Energy, Capacity, Network Integrated Transmission Service (NITS), Renewable Energy Credits (RECS), Losses, and other ancillary services. Staff recommends revisions to this Agreement that will affect two of these components.

Article 5, Section 5.2 of the contract language allows for a recalculation of the fixed MWh rate should there be any change to the NITS component. Effective March 21, 2018, this rate has been reduced by 6.7% in the PJM Open Access Transmission Tariff (OATT) to comply with a Federal Energy Regulatory Commission (FERC) "Tax Rate Order", Docket No. RM18-12-000. Staff was made aware of the change to NITS and formally requested a recalculation and refund on May 3, 2019. First Energy has recalculated the rate and will apply the full refund amount beginning September 1, 2019 through the remainder of the term as described in Amendment 5 (ending May 31, 2022) which will reduce the rate from \$52.70 per MWh to \$52.42 per MWh or approximately \$233,000 in savings over thirty-two months. This calculation has been reviewed and approved for accuracy by our consultants, GDS & Associates. The contract extension through May 31, 2024 (Amendment 6), which was approved in August 2019, correctly calculated the NITS component and no adjustment is necessary. This change will be reflected in the November invoice, received in December, in addition to an adjustment to compensate for the prior two months.

As part of the Full Requirements Agreement, First Energy is responsible for purchasing RECS to fulfill the requirements of the State of Maryland Renewable Energy Portfolio Standard (RPS). Senate Bill 516 passed in

May of this year, changing the target of 25% renewable retail electricity sales by the year 2020 to 50% by 2030 with specific goals for solar and offshore wind generation. Since, the demand for RECS increased and this component of the MWh rate within Amendment 6 (\$46.98/MWh from June 1, 2022 through May 31, 2024) is inflated as a result. In comparison to the market prices prior to May, staff estimates the new RPS will cost the customers of the Hagerstown Light Department approximately \$770,000 annually beginning in 2022. Cooperative electric utilities within the State were either capped at the 2020 target or exempt altogether. Collectively, the Municipal Utilities in the State will be reaching out to request the same. Should the Municipalities be successful, the RECS requirement component of the MWh rate would be expected to decrease, but the current Agreement does not provide for a recalculation following changes in the market. The second provision of Amendment 7 will allow for a recalculation to occur.

AMENDMENT NO. 7

Dated as of November __, 2019

TO THE POWER SERVICE AGREEMENT

Between

THE CITY OF HAGERSTOWN, MARYLAND

And

ALLEGHENY ENERGY SUPPLY COMPANY, LLC

(now dba FIRSTENERGY SOLUTIONS CORP.)

FOR LONG TERM SERVICE

WHEREAS, the above Parties have previously entered into that certain Power Service Agreement, dated as of November 29, 2005, as amended by that certain Amendment to the Power Service Agreement, dated as of October 8, 2009 and that certain Amendment No. 2 to the Power Service Agreement, dated as of October 13, 2011 and that certain Amendment No. 3 to the Power Service Agreement, dated as of February 2, 2013 and that certain Amendment No. 4 to the Power Service Agreement, dated as of January 7, 2014 and that certain Amendment No. 5 to the Power Service Agreement, dated as of November 23, 2016 and that certain Amendment No. 6 to the Power Service Agreement, dated as of August 27, 2019 (collectively, the “Agreement”);

WHEREAS, the Parties desire to amend the price of the Agreement effective September 1, 2019 to May 31, 2022 as set forth below in order to reflect changes in transportation rates associated with the Tax Cuts and Jobs Act;

WHEREAS, in Amendment 6 the Parties agreed to a price effective June 1, 2022 to May 31, 2024; and

WHEREAS, the Parties have agreed to amend the Agreement in accordance with the terms of this Amendment No. 7 to the Power Service Agreement (the “Amendment”).

NOW THEREFORE, in consideration of the mutual agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree with effect from the date first indicated above, as follows:

1. Amendments to the Term of the Agreement and Contract Price.

Article 5, Section 5.1: At the end of the first sentence, replace: “\$52.70/MWh for service commencing on 00:00:00 hours June 1, 2017 through service ending after 23:59:59 hours on May 31, 2022, \$46.98/MWh for service commencing on 00:00:00 hours June 1, 2022 through service ending after 23:59:59 hours on May 31, 2024.” with the following: “\$52.70/MWh for service commencing on 00:00:00 hours June 1, 2017 through service ending after 23:59:59 hours on August 31, 2019, \$52.42/MWh for service commencing on 00:00:00 hours September 1, 2019 through service ending after 23:59:59 hours on May 31, 2022, \$46.98/MWh for service commencing on 00:00:00 hours June 1, 2022 through service ending after 23:59:59 hours on May 31, 2024.”

2. Amendments to Power Service Agreement.

The Parties agree to the following amendments to the Power Service Agreement:
Insert into Section 5.1 of Power Service Agreement after “Supplier agrees that emission allowance or credits, renewable credit or allowance requirement costs and pollution control costs

associated with Under this Agreement.” and before “City and Supplier” the following language:

“The Parties understand and agree that the amendment pricing reflects the expectation that the renewable portfolio standard (“RPS”) requirements in the State of Maryland applicable to the supply provided under this contract for Tier 1 renewable sources, Tier 1 Solar renewable sources, and Tier 2 renewable sources for the period 5/31/2022 through 5/31/2024 shall be as set forth in Table 1. If during the Term such requirements change or the State implements a new RPS requirement, either party may submit written notification to the other party with documentation supporting a recalculation of the amendment price reflecting such requirements.”

Table 1

Year	Tier 1 non-solar REC Requirement, (%)	Tier 1 Solar REC Requirement, (%)	Tier 2 REC Requirement, (%)
2022	24.6	8.5	0
2023	25.9	9.5	0
2024	27.2	10.5	0

3. Other Provisions.

All other provisions of the Agreement not expressly amended herein shall remain in full force and effect.

4. Governing Law.

THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MARYLAND (WITHOUT REFERENCE TO ANY CONFLICT OF LAWS RULES).

Accepted and agreed as of the date first written above.

THE CITY OF HAGERSTOWN, MARYLAND

By: _____

Name: Robert E. Bruchey, II

Title: Mayor

Dated: _____

By: _____

Name: Nancy Hausrath

Title: Director of Utilities

Dated: _____

FIRSTENERGY SOLUTIONS, CORP.

By: _____

Name: _____

Title: _____

Dated: _____

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

Topic:

Approval of Retainer Agreement for City Legal Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_City_Attorney_Retainer_Agreement.pdf

Description

Motion - City Attorney
Retainer Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: November 26, 2019

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

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

MOTION: I hereby move for Mayor and Council approval of the attached Retainer Agreement with Salvatore & Morton, LLC to serve as general legal counsel for the City of Hagerstown for three calendar years, beginning January 1, 2020 through December 31, 2022. Per the contract, the terms may be re-negotiated for the 2023 calendar year.

DATE OF PASSAGE: 11/26/2019

LAW OFFICES OF
SALVATORE & MORTON, LLC
82 WEST WASHINGTON STREET
HAGERSTOWN, MARYLAND 21740

(301) 739-3600
(301) 797-6065 FAX
www.salvatoremorton.com

John R. Salvatore
Jason Morton
Jennifer M. Keefer

OCT -7 2019

October 4, 2019

RETAINER AGREEMENT

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

Dear Mayor and Council:

These are the terms upon which our firm will serve in capacity as general counsel for the City of Hagerstown and extend our current agreement. It is our understanding that will include all general day-to-day legal work for the City. The scope of this agreement will not include work performed by bond counsel, insurance defense counsel, utility rate counsel, utility collections counsel and labor law counsel. However, we do consider it as part of our engagement to work with these counsel. This letter sets forth the agreement concerning our representation of you. This agreement shall become effective upon our receipt of a counter-signed copy of this letter.

1. The term of our agreement shall be for three (3) years commencing January 1, 2020 and running through December 31, 2022. During this term any party may terminate this Agreement by giving the other 90 days advance written notice of termination, unless terminated earlier by mutual written consent of the parties.

2. Our fees for this engagement shall be as follows:

A. During the 2020 and 2021 calendar years:

- i. There will be no retainer fee.
- ii. For attorney's time in 2020 and 2021, our hourly rate will be \$195.00 per hour. This represents a discount from our regular hourly rate of \$250 per hour legal services rendered at an hourly rate. This also represents no increase from the 2017 Retainer Agreement between the parties.
- iii. For paralegal's time in 2020 and 2021, our hourly rate will be

\$60.00 per hour. This represents a discount from our regular hourly rate of \$75 per hour for paralegal services rendered at an hourly rate. This also represents no increase from the 2017 Retainer Agreement between the parties.

B. During the 2022 calendar year:

- i. There will be no retainer fee.
- ii. For attorney's time in 2022, our hourly rate will be \$200.00 per hour. This represents a discount from our regular hourly rate of \$250 per hour (it will likely be even higher by 2022) legal services rendered at an hourly rate.
- iii. For paralegal's time in 2022, our hourly rate will be \$65.00 per hour. This represents a discount from our regular hourly rate of \$75 per hour (it will likely be even higher by 2022) for paralegal services rendered at an hourly rate.

The parties acknowledge and agree that they may re-negotiate the above terms for the 2023 calendar year, with said negotiations beginning on or before September 1, 2022, at the request of any party.

3. We will keep weekly time records, in quarter hour increments, that will be used to provide a detailed billing of our work. The billings will be categorized by City Department and by project name. A billing statement will be submitted to you monthly, with payment anticipated by the 15th of the month.
4. Photocopy reimbursement will be billed at twenty-five cents (25¢) per copy for extraordinary photocopying (meaning fifty (50) or more copies at one time). Costs for express mailing, extraordinary mailings, deliveries, mileage, and parking will be reimbursed in the month after the cost was incurred.
5. Costs for filing fees and all other expenses in litigation and real estate matters will be the responsibility of the City. Any advanced costs will be billed at the end of the month with reimbursement for costs advanced payable in the following month.

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

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

We view this engagement with the City as we would view an engagement with any retainer client. Those City officials and employees that are authorized by you to do so should

Mayor and Council of the
City of Hagerstown, Maryland
October 4, 2019
Page Three

feel that we are available to assist them at any time.

We appreciate the opportunity to continue to serve as City Attorneys.

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

Very truly yours,

SALVATORE & MORTON, LLC



Jason Morton

CONSENTED TO AND APPROVED:

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

BY: _____
Robert E. Bruchey, II

Date: _____

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

Topic:

Approval of Request for Exemption from Chapter 155, Noise

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

City_Chapel_-_Request_for_Noise_Ordinance_Exemption.pdf

Description

Request for Noise
Ordinance Exemption



CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: dspickler@hagerstownmd.org

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council Members
Scott Nicewarner, City Administrator

FROM: Donna Spickler, City Clerk

SUBJECT: Request for Exemption from Chapter 155, Noise

DATE: November 14, 2019

Pastor Zachary A. Camp, City Chapel, submitted the attached request for an exemption from the City's Noise Ordinance as follows:

Every Sunday, weather permitting, beginning December 1, 2019 from 9:00 a.m. to 2:00 p.m.

The Mayor and City Council approved similar noise ordinance exemptions in 2017 and 2018 for City Chapel. They hold their weekly outdoor services at 227 East Washington Street. In addition to the requested exemption, permits for an assembly and erecting a tent will be required.

If this request is approved, formal action could be scheduled for the November 26, 2019 Regular Session.

If you have any questions, please let me know.

Thank you.



Dear Mayor and Council,

City Chapel and its Pastor Zachary A. Camp would like to request a noise ordinance exemption extension for outdoor church services at 227 East Washington Street. We currently have an exemption until November 3, 2019. We are preparing for the winter and plan to continue meeting every Sunday weather permitting and request the noise ordinance exemption from 9 am - 2 pm. During our weekly services we will have live worship music and a sermon as well. Thank you for your valued time and consideration of this matter.

In Christ,

Pastor Zachary A. Camp

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

Topic:

Approval of Municipal Stadium Improvements for the 2020 Season

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_ -
_Approval_of_Municipal_Stadium_Improvements_for_the_2020_Season.pdf

Description

Motion: Approval
of Municipal
Stadium
Improvements

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: Approval of Municipal Stadium Improvements for the 2020 Season

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

MOTION: Consistent with the terms of the lease and amendments, I hereby move for the approval of \$35,000 for improvements at Municipal Stadium as follows:

▪ Allowance for additional hood vent and fan for additional concession area	\$10,000
▪ Replace rubber dugout flooring	\$250
▪ Repair picnic tables	\$500
▪ Supply paint for masonry exterior wall	\$2,250
▪ Powerwash and treat beer garden	\$4,000
▪ Finish repairs to third base bleachers	\$13,000
▪ Replace door groundskeeper building	\$1,000
▪ Outfield masonry wall repairs	\$4,000

I authorize staff to complete the work (in-house or by contract) prior to the start of the 2020 Hagerstown Suns baseball season. Funding for the project is from rent paid by the Suns.

DATE OF PASSAGE: 11/26/2019

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

Topic:

Approval of Haven Road Sidewalk Project: Reprogramming Local Match Source of Funds

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Haven_Road_Sidewalk_Project.pdf

Description

Motion: Haven Road
Sidewalk Project

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: **Haven Road Sidewalk Project: Approval to Reprogram Local Match Source of Funds**

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

MOTION: I hereby move to authorize staff to reprogram the source of the local funds for this project from “*State Aid*” funds to General Fund Balance. The project budget is \$565,000 of which 80% is funded by the “*Safe Routes to Schools*” programs and the 20% balance requires a local match. State Highway will not approve our *State Aid* allocation as a source of local funds for our match.

DATE OF PASSAGE: 11/26/2019

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

Topic:

Approval of Application for FY 2021 Program Open Space Projects

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion -
_Approval_of_Application_for_FY_2021_Program_Open_Space_Projects.pdf

Description

Motion:
Program Open
Space Projects
FY2021

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 26, 2019

TOPIC: Approval of Application for FY 2021 Program Open Space Projects

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

MOTION: I hereby move for Mayor and Council approval of an application to Washington County requesting FY 2021 Program Open Space (POS) development funding for improvements to the City's recreational facilities (POS share listed) as follows:

1. Fairgrounds Park – BMX Track Improvements- \$50,000
2. City Park – new restrooms for use by softball and Train Hub - \$135,000
3. Various parks – safety mats, play equipment - \$105,300
4. Antietam Creek Waterway Trail—Mt Aetna Road site--\$45,000

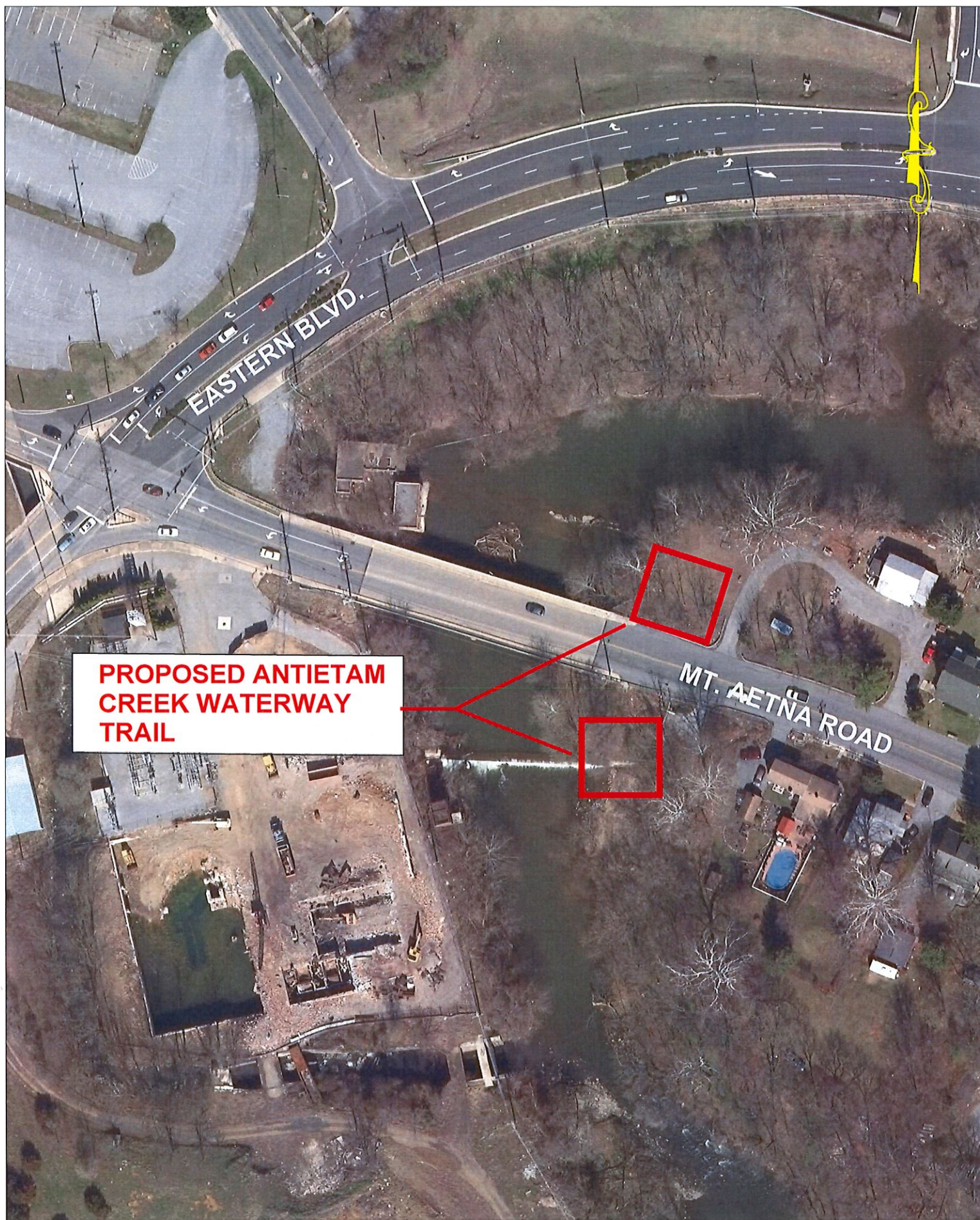
DATE OF PASSAGE: 11/26/2019



BMX TRACK AT FAIRGROUNDS PARK



CITY PARK - PROPOSED RESTROOMS



**PROPOSED ANTIETAM
CREEK WATERWAY
TRAIL**

PROPOSED ANTIETAM CREEK WATERWAY TRAIL

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

Topic:

Approval of Authorizing the Utilization of EventBrite to Sell Tickets and/or Merchandise at Events

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the Mayor and City Council to authorize the utilization of EventBrite to sell tickets and/or merchandise at events organized by the Department of Community and Economic Development.

Action Dates:

DATE OF INTRODUCTION:	11/26/19
DATE OF PASSAGE:	11/26/19
EFFECTIVE DATE:	11/26/19

ATTACHMENTS:

File Name

112619_Motion_EventBrite_Authorization.pdf

Description

Motion: Authorizing
EventBrite

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: November 26, 2019

TOPIC: **Approval of a Motion:** Authorizing the Utilization of EventBrite to Sell Tickets and/or Merchandise at Events

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

MOTION: I hereby move for the Mayor and City Council to authorize the utilization of EventBrite to sell tickets and/or merchandise at events organized by the Department of Community and Economic Development.

DATE OF INTRODUCTION:	11/26/19
DATE OF PASSAGE:	11/26/19
EFFECTIVE DATE:	11/26/19