

**83rd Regular Session
Mayor and City Council
January 26, 2016
Agenda**

7:00 PM - January 26, 2016 - REGULAR SESSION -*Council Chamber, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor David S. Gysberts

II. INVOCATION

Councilmember Kristin B. Aleshire

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. A. Rules of Procedure - *Adopted September 24, 2013*
- B. Use of cell phones during meetings is restricted
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule
 - 1. Tuesday, February 2, 2016 - No Meeting
 - 2. Tuesday, February 9, 2016 - Work Session at 4:00 p.m.
 - 3. Tuesday, February 16, 2016 - Work Session at 4:00 p.m.
 - 4. Tuesday, February 23, 2016 - Regular Session at 7:00 p.m.

V. APPOINTMENTS

- A. James Stouffer - Board of Zoning Appeals, Term to Expire January 31, 2019
- Micheal Line - Hagerstown Loan Review Authority, Term to Expire July 31, 2019

VI. GUESTS

Presentation of HiP Award

VII. CITIZEN COMMENTS

VIII. CITY ADMINISTRATOR'S COMMENTS

IX. MAYOR AND COUNCIL COMMENTS

X. MINUTES

December 1, 2015, December 8, 2015, and December 15, 2015

XI. CONSENT

A. Fire

- 1. Replacement of Deputy Fire Marshall Vehicle - McCafferty Ford (Mechanicsburg, PA)
\$63,692.19

A. Public Works

1. Ford F250 Pickup Truck - Hertrich Fleet Services (Milford, DE) \$24,542.00

B. Utilities

1. Wastewater: Emergency Replacement of Existing Servers - Optimum Controls Corp. (Reading, PA) \$65,284.00
2. Wastewater: Increase in Approved Operating Budget for Payment to Consultants and Legal Counsel in FY16 for WWTP Rating Studies - Black & Veatch/Aqua Law \$60,000.00

XII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Local Conversion Overlay, 702 W. Washington Street

XIII. NEW BUSINESS

- A. Introduction of an Ordinance: Acceptance of Easement: Beazer Home Corp.
- B. Introduction of an Ordinance: Adding Chapter 187 to the City Code, Nuisance and Abandoned Property Abatement
- C. Introduction of an Ordinance: Amending Chapter 65 of the City Code, Property Maintenance Habitual Offender
- D. Approval of a Resolution: Memorandum of Understanding with Way Station (Turning Point)
- E. Approval of a Resolution: Lease with Spickler's Market Located at 17 East Franklin Street
- F. Approval of a Resolution: Lease with Hagerstown/Washington County Convention and Visitors Bureau-Visitor Center - 6 N. Potomac Street
- G. Approval of a Resolution: Acceptance of Street Dedications: Beazer Homes Corp.
- H. Approval of a Resolution: License Agreement: 920 W. Washington Street - Tenable Group, LLC
- I. Catalyst Project #8: Authorization for One Additional Full Time Position to Support Neighborhoods Through Abatement of Weeds and Rubbish
- J. Acceptance of Wastewater Division Request for Grant Funding Through the MDE for I&I Remediation
- K. Authorization to Apply for State Grant for George Washington Statue
- L. Approval of a Memorandum of Understanding with Washington County Narcotics Task Force
- M. Approval of Purchase of Fire Gear from Witmer Public Safety Group (Williamsport, MD) \$138,581.40
- N. Approval of Hagerstown Suns Fireworks Schedule for 2016
- O. Approval of Funding for a Community Coalition Lobbyist

XIV. ADJOURN

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

Topic:

Mayor David S. Gysberts

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Councilmember Kristin B. Aleshire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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HAGERSTOWN, MARYLAND**

Topic:

Mayor and City Council Action Required:

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Motion:

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HAGERSTOWN, MARYLAND**

Topic:

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MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

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

Topic:

December 1, 2015, December 8, 2015, and December 15, 2015

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Minutes.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: **Approval of Minutes**

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

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on December 1, 2015, December 8, 2015, and December 15, 2015.

DATE OF PASSAGE: January 26, 2016

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

Topic:

Replacement of Deputy Fire Marshall Vehicle - McCafferty Ford (Mechanicsburg, PA) \$63,692.19

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_Marshal_Vehicle.pdf

Description

Consent Agenda

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of January 19, 2016**

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

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 4512001 Account / Project Name: 584503
Budget Amount: \$40,000.00 Account Balance: \$40,000.00 Year: 16 CIP Control No. C0010
Unbudgeted \$: \$23,692.19 Source of Funds: Unused CIP funds - ~~Repurposed Utility 3 Funds~~

Quantity	Description	Value
1	F-250 Crew Cab 4X4 Pick-up Truck	33955.00
1	DCU Cap	2146.00
1	Lights, Sirens, Cage & K-9 accessories, Mounts & Emergency accessories & computer	27591.19

TOTAL VALUE OF PROJECT:

\$63,692.19

ABOVE TO BE USED FOR:

Replacement Deputy Fire Marshal vehicle.

Replacing a 2005 Chevrolet Blazer that has been redlined.

Recommended Vendor:

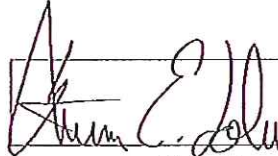
Business Name: McCafferty Ford
Address: 6320 Carlisle Pike
City, State: Mechanicsburg, PA 17050
Bid/Proposal/Quote No.: Co-Star 013-114;025-167;026-055

OTHER VENDORS:

Firm	City/State	Total Amount

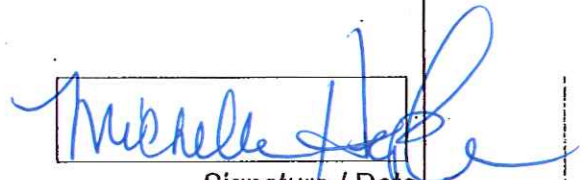
(1) Department Manager

RECOMMEND APPROVAL OF THIS PRIORITY NEED.
WASHINGTON COUNTY MOBILE & PORTABLE RADIOS WILL BE
TRANSFERRED FROM THE REDLINED VEHICLE.

 1/14/2014
Signature / Date

(2) Purchasing Agent:

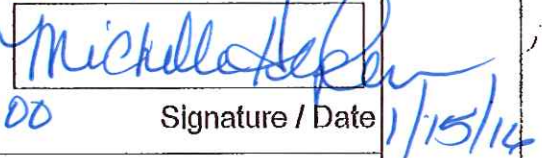
Recommend approval.

 1/15/14
Signature / Date

(3) Finance Manager:


Recommend approval. Funding sources for
this vehicle will be from the following:

- Fire Vehicle FY16 CIP Bud - \$40,000
- Fire FY16 CIP trans from Train. tower - \$12,000
- Add'l general fund transfer
from overall GF
contingency - \$10,000

 1/15/14
Signature / Date

4) City Administrator's Recommendation:

Recommended approval

 1/15/14
Signature / Date

Company: HAGERSTOWN FIRE DEPT
Contact: TRAYER STOOPS
Address: 25 W CHURCH STREET
City, State, Zip: HAGERSTOWN, MD 21740
Phone #: 301-791-2544
Cell #: 301-790-2476
Fax #:
Email Address: TSTOOPS@HAGERSTOWNMD.ORG

Dealership Information

Al Schock

McCafferty Ford

6320 Carlisle Pike

Mechanicsburg, Pa 17050

Office #: (877) 568-0846

Fax #: (717) 766-8750

Cell #: (717) 816-5161



# Units:	1	CO STARS APPROVED		Prepared by:	JLG 12.02.15
		013-114		STOCK	NO
		025-167		FACTORY ORDER	YES
		026-055		LOCATE	NO
Year:	2016	MSRP	\$	43,173.00	

Factory Codes		Standard Features - Description		Price
Body:	W2B	F-250 4X4 CREW/C		\$32,677.00
Engine:		6.2L EFI V8 ENG		
Trans:		6 SPEED AUTOMATIC		
Pep Pack:	600A	PREF EQUIPMENT - XL TRIM		
Whlbase:	156"			
Ext. Color		RED		
Int. Color		STEEL - VINYL 40/20/40		

Additional Factory Options			Price
TRAILER TOW PKG			
AIR CONDITIONER			
AM/FM STER/CLK			
LT245 BSW AT 17			
3.73 ELOCKING			
PWR EQUIP GROUP			
10000# GVWR			
ELECTRONIC SOF			
SKID PLATES			
CAMPER PKG			
HVY DUTY FRONT SUSPENSION			
SPARE TIRE/WHEEL			
BRAKE CONTROLLER			
TELE TT MIR-PWR			
JACK			
UPFITTER SWITCH			
REAR VIEW CAMERA + \$487.00		*IF ORDERED BEFORE 12/23/15 SAVE \$2665.00 ADDITIONAL	487
SYNC SYSTEM + \$791.00			791

* Delivery Available

*Municipal Registration Plate Processing Available

Total Cost of Vehicle	\$32,677.00
Selling Price of Vehicle	
Total Selling Price per Vehicle	\$32,677.00

Customer Approval _____

Date: 33,955.00

Dealership Acceptance _____

Date: _____

* AJ'S TRUCK & TRAILER CENTER INC.
 7760 Allentown Blvd, Hbg PA 17112 (717-671-9115)
 Hrs: (Mon-Fri 8:00a-5:00p) (Thu 8:00a-7:00p) (Sat 8:00a-2:00p) (Sun Closed)

W/O#: 76564 Page: 1 Date: 12/02/2015

MCCAFFERTY FORD OF MCHBG, INC
 6320 CARLISLE PK
 MECHANICSBURG, PA 17055

MCCAFFERTY FORD OF MCHBG, INC
 6320 CARLISLE PK
 MECHANICSBURG, PA 17055

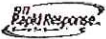
Cust#	Freight Terms	Date	Mech	Customer PO#	W/O#	Salesman
MCCAF1		12/02/2015	AL SHOCK		76564	GE

Year	Make	Model	Vin#	Phone 1	Phone 2
2016	FORD	F250 CREW 6.9BE		717 766-4733	

Qty	Part#	Description	Un Price	Ext Price
1	1	MISC DCU CAP	1878.50	1878.50
2.5	2.5	LABOR INSTALL DCU CAP	95.00	237.50
		SHOPSURCHARGE MISC SHOP SUPPLIES	30.00	30.00
		26" DCU CAP		
		1/2 FLIP UP REAR DOOR		
		D/S-P/S SIDE DOOR W/COMPART		
		INSIDE REAR ROPE LIGHT/ SWI		

Sub Total	2146.00
Shipping/Handling	0.00
Sales Tax	0.00
Total Due	2146.00
Amt Received	0.00
Balance Due	2146.00

Work Authorized By: _____



Quote

911 Rapid Response
232 West Main Street
Palmyra, PA 17078

Cordell Ellis
717.473.3843
sales@911rapiddresponse.com
www.911RapidResponse.com

Q-2844



Created 1/11/2016
Modified 1/13/2016

Valid for 30 days

PO:
Shipping: None

Hagerstown Fire Dept
25 West Church Street
Hagerstown, MD 21740
PA

Contact
lsloops@hagerstownmd.org,
ddehaven@hagerstownmd.org

Shipping Address
25 West Church Street
Hagerstown, MD 21740
PA

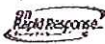
Product Code	Description	Sell	Qty	Total
GetacInd	GETAC F110 TABLET I5, 8GB, 256SSD, WIN7 Part# FC61CDDA1DXB	\$2480.00	1	\$2480.00
KBA-BLTX-USNNR	TG3 BACKLIT RUGGED KEYBOARD	\$153.00	1	\$153.00
HAVIS-C-KBM-101	Keyboard Mounting Plate For TG3	\$79.43	1	\$79.43
HAVIS-C-MD-202	Tilt Swivel Motion Device (Allows for better and smooth adjustment of computer and keyboard)	\$67.83	2	\$135.66
HAVIS-c-icb-7	Universal Telescoping Computer Base 7-14" (Mounts keyboard swivel on side of console)	\$117.81	1	\$117.81
Havis	Havis C-DMM-117 Swing Out Dash Monitor Mount Base For 2009-2014 Ford E-Series Van & 2008-2016 Ford F-250, 350, 450 Pickup and F-550 Cab Chassis	\$300.67	1	\$300.67
Havis	Havis Universal Laptop Mount Part # UT-101	\$246.26	1	\$246.26

Total Qty 8

911 Rapid Response LLC, owners, or employees hold no legal responsibilities on any misuse of items purchased. By accepting this quote, you are approving all custom spelling, designs and layouts as presented. Customizations can not be cancelled or returned. Cancellation fee of an approved quote is 5% of the total cost, and a \$25 processing fee. If the manufacturer charges a restocking fee for any items, customer is responsible for such charges. Manufacturer restocking fees can be up to 30%. Customer is liable for additional shipping charges for freight from manufacturer, even though such charge may not be reflected on this quote.

Subtotal \$3512.83

Total \$3512.83



Quote

Q-2732



Created 12/18/2015
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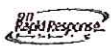
PO: Fire Marshal K9
Shipping: None

Hagerstown Fire Dept
25 West Church Street
Hagerstown, MD 21740
PA

Contact
tsloops@hagerstownmd.org,
ddehaven@hagerstownmd.org

Shipping Address
25 West Church Street
Hagerstown, MD 21740
PA

Product Code	Description	Sell	Qty	Total
----	Slick Top	\$0.00	1	\$0.00
----	Lights & Siren	\$0.00	1	\$0.00
C-4200	FENIEX 4200 CONTROLLER (Remote style Siren and Light controller) (Computer programmable)	\$399.00	1	\$399.00
C-4215	FENIEX 4200 ADD ON SIREN OPTION	\$99.00	1	\$99.00
S-2009	FENIEX TRITON SPEAKER	\$99.00	1	\$99.00
A-1000-M-FORD F-350 2008+ RED/BLUE W/ TAKEDOWNS TO FLOOD	FENIEX APOLLO INTERIOR VISOR, FORD F-350 2008+, RED/BLUE W/ TAKEDOWNS TO FLOOD (Integrated opticom into lightbar)	\$699.00	1	\$699.00
LMTUBELB	LOW PROFILE STROBE TUBE (Mounted inside Visor bar for opticom)	\$72.99	1	\$72.99
NPE1000	PRE-EMPT POWER STROBE MODULE, OPTICOM POWER SUPPLY	\$255.00	1	\$255.00
Whelen	Howler Siren Amplifier with two speakers mounting bracket included at no charge List price \$740	\$481.00	1	\$481.00
Whelen	HWLRB22 Howler Mounting bracket for 2011-2015 F250/F350 (Free when purchased with Howler system)	\$0.00	1	\$0.00
H-2209-RB	FENIEX CANNON, RED/ BLUE, 120 (Mounted in front turn signal area)	\$69.00	2	\$138.00
H-2209-RB	FENIEX CANNON, RED/ BLUE, 120 (Mounted in Fog lights)	\$69.00	2	\$138.00
D-20409-R/R/B/B	COBRA SERIES LIGHT STICK, RED/ BLUE, COBRA 400 (Mounted behind front grill)	\$199.00	1	\$199.00
D-20609-R/R/TKD/TKD/ B/B	COBRA SERIES LIGHT STICK, RED/ BLUE W/ TAKEDOWNS, COBRA 600 (Mounted behind front grill)	\$289.00	1	\$289.00
FENIEX-Apollo-RED/ BLUE WITH 2 TAKEDOWNS-SINGLE COLOR	FENIEX APOLLO ROCKER LIGHT, RED/BLUE WITH 2 TAKEDOWNS, SINGLE COLOR (mounted on side of truck along rocker panel)	\$899.00	1	\$899.00



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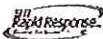
PO: Fire Marshal K9
Shipping: None

Hagerstown Fire Dept
25 West Church Street
Hagerstown, MD 21740
PA

Contact
Isloops@hagerstownmd.org,
ddehaven@hagerstownmd.org

Shipping Address
25 West Church Street
Hagerstown, MD 21740
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Product Code	Description	Sell	Qty	Total
H-2209-RW	FENIEX CANNON, RED/ WHITE, 120 (Mount one Red/white on each side of cap) (Set to flash only red white to come on with a switch for small scene lighting)	\$69.00	2	\$138.00
H-2209-BW	FENIEX CANNON, BLUE/ WHITE, 120 (Mount one Red/white on each side of cap) (Set to flash only blue, white to come on with a switch for small scene lighting)	\$69.00	2	\$138.00
D-12009-R	COBRA T6, RED, T6 (Mount rear along top of cap)	\$49.00	2	\$98.00
D-12009-B	COBRA T6, BLUE, T6 (Mount rear along top of cap)	\$49.00	2	\$98.00
-----	*** the above combo for cap lighting will provide you red/blue warning with the small ambient lighting requested for paperwork)	\$0.00	1	\$0.00
H-2209-RW	FENIEX CANNON, RED/ WHITE, 120 (Mount in passenger side reverse housing Flash red) (white on with back up lights)	\$69.00	1	\$69.00
H-2209-BW	FENIEX CANNON, BLUE/ WHITE, 120 (Mount in Driver side reverse housing Flash Blue) (White on with backup lights)	\$69.00	1	\$69.00
-----	Battery charge systems	\$0.00	1	\$0.00
Kussmaul	Kussmaul- Mini Single Bar Graph Display (Mounts in console beside USB ports and displays autocharge status)	\$80.01	1	\$80.01
KUS-AUTOCHARGE12-HO	Auto Charge 12 HO (For plugging into shoreline when able)	\$522.00	1	\$522.00
VW-7	Wiring Kit 15Amp with door	\$107.10	1	\$107.10
TE	Samlex 150Watt SRV-150-30A Solar charging system (This will keep automatically keep the batteries charged without being plugged in)	\$630.63	1	\$630.63
-----	Console & Computer Equipment	\$0.00	1	\$0.00
HAVIS-C-TMW-F250-02	2011-2014 Ford F250 Tunnel Mount Assembly	\$113.35	1	\$113.35
HAVIS-C-3010	30 In. Enclosed 10 in. high console	\$335.58	1	\$335.58



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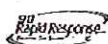
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Shipping: None

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Product Code	Description	Sell	Qty	Total
HAVIS-c-arm-102	SIDE MOUNT ARM REST	\$61.58	2	\$123.16
HAVIS-C-LP2-PS2	2 Lighter Plug Outlet W/ 2 Switch Cut Outs (Contains 2 12V power sockets) (Contains 2USB charging ports) (contains autocharge bar graph for battery level)	\$39.27	1	\$39.27
091-219	Kussmaul- USB Dual Port	\$35.99	1	\$35.99
HAVIS-c-cup2-1	Internal Cup Holder	\$37.49	1	\$37.49
HAVIS-C-AP-1395	13 In. Accessory Pocket	\$69.62	1	\$69.62
HAVIS-C-AP-0645-L	6 In. Accessory Pocket W/Hinged Lid & Lock, 4.5 in. Deep (Fabricated mounting system)	\$84.79	1	\$84.79
HAVIS-CG-X	Chargeguard, Activates Power To Equipment W A Time Delayed Off	\$84.15	1	\$84.15
-----	Cage & K9 Acc.	\$0.00	1	\$0.00
ACEK9	K9 Heat Alarm Pro with 10" fan, S.O.S Horn activation, Siren activation, light bar activation, dual window drop module. Includes long range paging system.	\$1102.60	1	\$1102.60
AL	F-350 K9 3/4 dog 1/4 prisoner area. This includes the Unit, Black Matte Powder Coat, Rubber Mat and Dome Light. (Prisoner area will be made into storage for customer application)	\$2095.00	1	\$2095.00
SHIPPING	Shipping Charges for k9 cage	\$175.00	1	\$175.00
-----	Truck Bed Storage unit Custom built to customer specs by Extendedbed	\$5348.00	1	\$5348.00
-----	Customer Spec Northern Safety 12 gallon yellow flammable liquids cabinet	\$480.00	1	\$480.00
LED200-A18	Led sunstrip, 18" with mounting brackets (Mount one on each flip up compartment door) (Mount one inside rear of bed storage area)	\$74.62	3	\$223.86
LED200-A36	Led sunstrip, 36" with mounting brackets (Mount on truck cap lid facing tail gate area to provide light on bed slide systems when slide out)	\$125.58	1	\$125.58



Quote

Q-2732



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Modified 1/13/2016

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Shipping: None

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Product Code	Description	Sell	Qty	Total
20510	17' Tel lex antenna cable with no connector (For install of customer supplied radio)	\$24.15	1	\$24.15
HARNESS2	LARGE CUSTOM COLOR CODED WIRE/RADIO/DATA HARNESS, CUSTOM BUILT FOR INSTALL.	\$200.00	1	\$200.00
05.0512.513	Mercury switch, 8amp load max (For turning on and off of the compartment lighting when doors are opened or closed)	\$22.68	3	\$68.04
Unity	Unity spot light install on driver side for F-350	\$325.00	1	\$325.00
MATERIALS	Materials (add 110V duplex outlet on each side of cap inner compartments)	\$125.00	1	\$125.00
MeyerAcc	Side running board black tube steps PMX11282B	\$190.00	1	\$190.00
Fabrication	Fabrication- Custom mount for lockable gun storage compartment)	\$135.00	1	\$135.00
WT	Window Tint (Tint rear windows dark out, Front windows tint to legal Maryland limit)	\$150.00	1	\$150.00
SHOP RATE	Shop Rate, Hourly	\$55.00	104	\$5720.00
-----	Customer budget for change orders or a need to add equipment.	\$950.00	1	\$950.00

Total Qty 169

Notes

Decals - 3M Reflective Vinyl with 3M Lamination (For a basic design graphic package price could range \$600-\$1,500) This depends highly on what the customer would like as a graphic package. For a true quote requires pictures of desired design.

Hideaways will be mounted in turn signal area in front headlight housing. Customer requested hideaways in headlight housing. (LED hideaways would not be that effective because of headlights) We would recommend headlight wig wags if you would like to add more front lighting.

911 Rapid Response LLC, owners, or employees hold no legal responsibilities on any misuse of items purchased. By accepting this quote, you are approving all custom spelling, designs and layouts as presented. Customizations can not be cancelled or returned. Cancellation fee of an approved quote is 6% of the total cost, and a \$25 processing fee. If the manufacturer charges a restocking fee for any items, customer is responsible for such charges. Manufacturer restocking fees can be up to 30%. Customer is liable for additional shipping charges for freight from manufacturer, even though such charge may not be reflected on this quote.

Subtotal \$24078.36

Total \$24078.36

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

Topic:

Ford F250 Pickup Truck - Hertrich Fleet Services (Milford, DE) \$24,542.00

Mayor and City Council Action Required:

Approval of the purchase of a new pickup truck

Discussion:

The truck is being purchased primarily for the abatement of weeds and rubbish as part of the work involving the Planning and Code Administration Department. A pickup truck is needed to allow staff to move from place to place and haul tools such as push mowers, weed eaters, etc.

This is an additional truck to the fleet to be used for the abatement of properties in cooperation with the Code Compliance Office. Purchase of this vehicle was discussed at a work session on December 8, 2015, as part of the Code Enhancement Recommendations. The truck has been ordered to meet a state contract deadline of December 31, 2015. Hertrich Fleet Services had the Maryland State contract for this style and type of vehicle under the blanket purchase order number BPO 001B5400299.

Financial Impact:

Account Number:	4524000-5843	Account / Project Name:	Public Works Vehicles				
Budget Amount:	\$0	Account Balance:	\$0	Year:	15/16	CIP Control No.	C0065
Unbudgeted \$:	\$0	Source of Funds:	General Fund				

Quantity	Description	Value
1	Ford F250 Crew Cab, Long Bed pickup truck	\$24,542.00

Recommendation:

Approval of the purchase.

Motion:

NA

Action Dates:

Truck has been ordered to meet a state contract deadline of December 31, 2015.

ATTACHMENTS:

File Name

Description

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 1/26/16**

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

Originating Department: Public Works By: Eric B. Deike, Director
Account Number: 4524000-5843 Account / Project Name: Public Works Vehicles
Budget Amount: \$0 Account Balance: \$0 Year: 15/16 CIP Control No. C0065
Unbudgeted \$: \$0 Source of Funds: General Fund

Quantity	Description	Value
1	Ford F250 Crew Cab, Long Bed pickup truck	\$24,542.00

TOTAL VALUE OF PROJECT: \$24,542.00

ABOVE TO BE USED FOR:

The truck is being purchased primarily for the abatement of weeds and rubbish as part of the work involving the Planning and Code Administration Department. A pickup truck is needed to Allow staff to move from place to place and haul tools such as push mowers, weed eaters, etc.

Recommended Vendor:

Business Name: Hertrich Fleet Services
Address: 1427 Bay Road
City, State: Milford, DE 19963
Bid/Proposal/Quote No.: Maryland State Blanket Purchase Order 001B5400299

OTHER VENDORS:		
Firm	City/State	Total Amount
None		

(1) **Department Manager:** This is an additional truck to the fleet to be used for the abatement of properties in cooperation with the Code Compliance Office. Purchase of this vehicle was discussed at a work session on December 8, 2015, as part of the Code Enhancement Recommendations. The truck has been ordered to meet a state contract deadline of December 31, 2015. Hertrich Fleet Services had the Maryland State contract for this style and type of vehicle under the blanket purchase order number BPO 001B5400299.

EBDh 1/8/16

Signature / Date

(2) **Purchasing Agent:**

Recommend Approval

Jason T. Miller 1/14/16

Signature / Date

(3) **Finance Manager:**

Recommend approval based/contingent on code enhancement recommendations.
Funding sources will be:
CIP 0846 transfer 9,000
Gen. Fund contingency 15,542

Michelle [Signature] 1/14/16

Signature / Date

(4) **City Administrator's Recommendation:**

Recommend approval

Valerie A. Means 1/15/16

Signature / Date

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

Topic:

Wastewater: Emergency Replacement of Existing Servers - Optimum Controls Corp. (Reading, PA) \$65,284.00

Mayor and City Council Action Required:

Requested approval of the Wastewater Division Emergency Server Replacement through OCC for the Treatment Plant in the amount of \$65,284.

Discussion:

Emergency replacement of the existing servers in the WWTP. On Thursday, November 5, 2015, our Control Systems Integrator was on site to incorporate the controls for some new equipment being added under the Synagro Phase I project. During their visit we experienced a catastrophic failure of the primary server that supports the controls for the equipment throughout the entire plant. Communication and control of the plant was restored through the back-up server which has been maintaining operations since. After subsequent investigation it was determined that the best course of action for us was to replace our servers and work stations as soon as possible. CO585 currently contains \$70,017.03 and is funded through retained earnings.

Financial Impact:

This work will be considered as a Capital Improvement to the Wastewater Treatment Plant. Funds to pay for it shall be transferred from CIP Project Number C0585 which was originally intended to facilitate improvements to Building and Structures. CO585 currently contains \$70,017.03 and is funded through retained earnings.

Recommendation:

Staff Recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 01/26/16

ATTACHMENTS:

File Name

Wastewater_Servers.pdf

Description

Consent Agenda
Wastewater Division
OCC Quote for

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

Above To Be Used For:
Emergency replacement of the existing servers in the WWTP. On Thursday, November 5, 2015, our Control Systems Integrator was on site to incorporate the controls for some new equipment being added under the Synagro Phase I project. During their visit we experienced a catastrophic failure of the primary server that supports the controls for the equipment throughout the entire plant. Communication and control of the plant was restored through the back-up server which has been maintaining operations since. After subsequent investigation it was determined that the best course of action for us was to replace our servers and work stations as soon as possible. CO585 currently contains \$70,017.03 and is funded through retained earnings.

[illegible]

Comments

Department Manager (required on all unbudgeted items):

This work will be considered as a Capital Improvement to the Wastewater Treatment Plant. Funds to pay for it shall be transferred from CIP Project Number C0585 which was originally intended to facilitate improvements to Building and Structures. C0585 currently contains \$70,017.03 and is funded through retained earnings. Emergency replacement of the servers and workstations in the Plant is critical to the continued successful operation of the City's Wastewater Treatment Facilities.



Wastewater Operations Manager

December 22, 2015

Date

Finance Department:

Recommend Approval.




Signature

1/15/2016

Date

Finance Manager:

Recommend approval. Adequate funding exists and was included in the FY16 approved budget for this purchase.



Signature

1/15/16

Date

City Administrator's Recommendation:

Recommend approval



Signature

1/15/16

Date

November 25, 2015

To: City of Hagerstown - Utilities Department
Attn: Ronald A. Meihls
Ph: 301-331-7061
Email: rmeihls@hagerstownmd.org

As you requested, we are pleased to offer Optimum Controls Corporation's quotation (OCC # S10201) to upgrade the HMI computer hardware and respective HMI software at Hagerstown WWTP, per the City of Hagerstown's request.

Equipment included in our quotation:

- (3) Server Class Computers (Primary, Secondary, Historian)
 - 19" Rack Mountable
 - Server 2012 Operating System
 - Primary and Secondary Servers: 3.5GHz, 16GB SDRAM, 1TB SATA, RAID 1
 - Historian Server: 3.5GHz, 16GB SDRAM, 1TB SATA (5TB combined), RAID 5
 - Qty. 3 NICs in each server
- (1) KVM Monitor
 - 19" Rack Mountable
 - Qty. 3 Cables (one each of the three servers)
- (5) Workstation PCs
 - Desk Top Mounted
 - Windows 7 / 8.1 Operating System
 - 27" LED Monitors for each PC
 - 3.3GHz, 4GB SDRAM, 500GB SATA
- (1) Laptop Computer
 - Portable
 - Windows 7/8.1 Operating System
 - 15.6" Monitor
 - Core i7, 2.5GHz, 8GB SDRAM, 1TB SATA
 - Loaded with Microsoft Office Professional 2016
 - Carry Case and Wireless Mouse
- (1) Complete iFix Version 5.8 Software Upgrade Package
 - 5 Development Keys (Three Servers, One Workstation, One Laptop)
 - 4 Runtime Keys (Four Workstations)

Services included in our quotation:

- Replace all existing servers and workstations with new servers and workstations (1 for 1 replacement) – reuse existing 19" server network rack for new servers and KVM Monitor
- Assemble and configure all new computer hardware
- Load respective new operating systems, HMI Software, PLC software
- Retrieve, upgrade, and load existing HMI application and Historical Data from old HMI system to new HMI system
- Testing old HMI system in parallel with new HMI system and ensure functionality
- Demo and turn over existing HMI hardware

- Create VM for existing Concept 2.6 PLC software on development workstation and on laptop (existing PLC software cannot be upgraded and is not supported on new operating systems)
- Engineering/Coordination
- Startup and Testing
- Training
- Freight to Jobsite

Not included in our quotation:

- Any hardware, software, services not specifically listed in above scope
- Alarming software and configuration
- Reporting software and configuration
- Spare parts
- Prevailing wages
- Taxes, Permits, or Fees

The Total Price for these items is: \$ 65,284.

Our quotation is valid for 60 days.

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

Sincerely,
Steven Taylor

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

Topic:

Wastewater: Increase in Approved Operating Budget for Payment to Consultants and Legal Counsel in FY16 for WWTP Rating Studies - Black & Veatch/Aqua Law \$60,000.00

Mayor and City Council Action Required:

Wastewater Division Consent Agenda WWTP Re-rating Request operating budget increase of \$60,000 for FY16

Discussion:

The Wastewater Division continues to work with MDE on the issue of the treatment plant rated capacity. As we worked through the ENR process from 2004 until completion in December 2010, all design and engineering discussions at every level have been documented to allow the treatment facility to increase from the existing rated design of 8 MGD to 10.5 MGD upon completion of the ENR/Headworks/Disinfectant projects. On January 26, 2010, the plant began operations under ENR loading restrictions and on January 26, 2011, we began monthly reporting utilizing the MDE supplied Discharge Monitoring Report (DMR) containing new parameters set forth as a 10.5 MGD facility. In October 2012, MDE requested information regarding the 10.5 MGD rating and we supplied them with the following; documentation from our DMR, our then current NPDES permit issued by MDE where it referenced that the effluent limitations that were in effect until the completion and upgrade of our facility to 10.5 MGD (including the new effluent limitations that became effective upon completion of our upgrade), the Certificate of Substantial Completion dated December 31, 2010 which documented when our ENR process became operational, and our March 28, 2012 Compliance Evaluation Inspection report completed by MDE. The permitted capacity of 10.5 MGD is documented under 'Permit Verification' and 'Item 4' of the Checklist Items and we submitted additional documents detailing the same permit increase information.

City Staff, Black & Veatch staff, and legal staff have met with MDE numerous times in the past two years as we attempt to work with MDE to prove our treatment plant is capable of operating at 10.5 MGD. The facility continues to operate without a permit violation for the past 93 consecutive months. We have performed MDE requested plant studies and in depth documentation to support our treatment plant loading and operational capabilities and request an additional \$60,000 of retained earning be utilized to pay for the assistance rendered on our behalf. Account 54-5471501-5329 Plant Expense Other Contracted Services currently has \$8079.65 remaining for FY16.

Financial Impact:

An additional \$60,000 of retained earning be utilized to pay for the assistance rendered on our behalf. Account 54-5471501-5329 Plant Expense Other Contracted Services currently has \$8079.65 remaining for FY16.

Recommendation:

Staff recommended approval

Motion:

Consent Agenda

Action Dates:

Regular Session 01-26-16

ATTACHMENTS:**File Name**

Wastewater_Rating.pdf

Wastewater_Division_Memo_for_MDE_Re-rating__012616.doc

Description

Consent Agenda

Wastewater Division Memo
for MDE Re-rating 012616

Approval For:	
Consent Agenda:	X
New Business:	

Above To Be Used For:

City Staff, Black & Veatch staff, and legal staff have met with MDE numerous times in the past two years as we attempt to work with MDE to prove our treatment plant is capable of operating at 10.5 MGD. The facility continues to operate without a permit violation for the past 93 consecutive months. We have performed MDE requested plant studies and in depth documentation to support our treatment plant loading and operational capabilities and request an additional \$60,000 of retained earning be utilized to pay for the assistance rendered on our behalf. Account 54-5471501-5329 Plant Expense Other Contracted Services currently has \$8079.65 remaining for FY16.

[illegible]

Comments

Department Manager (required on all unbudgeted items):

City Staff, Black & Veatch staff, and legal staff have met with MDE numerous times in the past two years as we attempt to work with MDE to prove our treatment plant is capable of operating at 10.5 MGD while continuing to operate without a permit violation for the past 93 consecutive months. We have performed MDE requested plant studies and in depth documentation to support our treatment plant loading and operational capabilities and request an additional \$60,000 of retained earning be utilized to pay for the assistance rendered on our behalf. Account 54-5471501-5329 Plant Expense Other Contracted Services currently has \$8079.65 remaining for FY16.

M. Spitzer

Director of Utilities

January 13, 2016

Date

Finance Department:

Recommend Approval.

Jason L. Miller

Signature

1/15/2016

Date

Finance Manager:

Recommend approval. Adequate funding exists in wastewater operations to cover this necessary work.

Michelle Lytle

Signature

1/15/16

Date

City Administrator's Recommendation:

Recommend Approval

Valerie A. Men

Signature

1/15/16

Date

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

January 26, 2016

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities *MSSpiker*

SUBJECT: MDE Re-rating Request

ACTION: Request Approval for FY16 Increase in Consultant/Legal Fees

The Wastewater Division continues to work with MDE on the issue of the treatment plant rated capacity. As we worked through the ENR process from 2004 until completion in December 2010, all design and engineering discussions at every level have been documented to allow the treatment facility to increase from the existing rated design of 8 MGD to 10.5 MGD upon completion of the ENR/Headworks/Disinfectant projects. On January 26, 2010, the plant began operations under ENR loading restrictions and on January 26, 2011, we began monthly reporting utilizing the MDE supplied Discharge Monitoring Report (DMR) containing new parameters set forth as a 10.5 MGD facility. In October 2012, MDE requested information regarding the 10.5 MGD rating and we supplied them with the following; documentation from our DMR, our then current NPDES permit issued by MDE where it referenced that the effluent limitations that were in effect until the completion and upgrade of our facility to 10.5 MGD (including the new effluent limitations that became effective upon completion of our upgrade), the Certificate of Substantial Completion dated December 31, 2010 which documented when our ENR process became operational, and our March 28, 2012 Compliance Evaluation Inspection report completed by MDE. The permitted capacity of 10.5 MGD is documented under 'Permit Verification' and 'Item 4' of the Checklist Items and we submitted additional documents detailing the same permit increase information.

City Staff, Black & Veatch staff, and legal staff have met with MDE numerous times in the past two years as we attempt to work with MDE to prove our treatment plant is capable of operating at 10.5 MGD. The facility continues to operate without a permit violation for the past 93 consecutive months. We have performed MDE requested plant studies and in depth documentation to support our treatment plant loading and operational capabilities and request an additional \$60,000 of retained earnings be utilized to pay for the assistance rendered on our behalf. Account 54-5471501-5329 Plant Expense Other Contracted Services currently has \$8079.65 remaining for FY16.

I will be available at the January 19th Preliminary Agenda Review to discuss issues related to the request.

Phone 301.739.8577 ext. 143 Electric
Phone 301.739.8577 ext. 650 W/WW

Fax 301.739.7958
Fax 301.733.2873

TDD 301.797.6617
TDD 301.797.6617

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

Topic:

Approval of an Ordinance: Local Conversion Overlay, 702 W. Washington Street

Mayor and City Council Action Required:

Approval of an ordinance to create a Local Conversion Overlay district on 702 W. Washington Street to allow mixed-use operations again in this old former mixed-use building.

Discussion:

Financial Impact:

Recommendation:

Approval.

Motion:

I hereby move that the Mayor and City Council approve an Ordinance for a Local Conversion District Overlay, including the two conditions endorsed by the Planning Commission, on property located at 702 West Washington Street. This Ordinance was amended during its Introduction by the Mayor and City Council to remove ambulatory health care as a permitted use for the property.

Action Dates:

DATE OF INTRODUCTION: 12/15/2015

DATE OF PASSAGE: 01/26/2016

EFFECTIVE DATE: 02/25/2016

ATTACHMENTS:

File Name

Ordinance_-_ZM-2015-01.pdf

Description

Motion Sheet, Ordinance, &
Findings of Fact

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: **Approval of an Ordinance: Kreyn Local Conversion District Overlay (ZM-2015-01)**

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

MOTION: I hereby move that the Mayor and City Council approve an Ordinance for a Local Conversion District Overlay, including the two conditions endorsed by the Planning Commission, on property located at 702 West Washington Street. This Ordinance was amended during its Introduction by the Mayor and City Council to remove ambulatory health care as a permitted use for the property.

DATE OF INTRODUCTION: 12/15/2015

DATE OF PASSAGE: 01/26/2016

EFFECTIVE DATE: 02/25/2016

**AN ORDINANCE AMENDING THE ZONING ORDINANCE
AND ZONING MAP OF THE CITY OF HAGERSTOWN**

WHEREAS; pursuant to the provisions of Article 4, Zoning, of the Land Management Code of the City of Hagerstown, Maryland, an application for rezoning and zoning map reclassification was made by **ALEX KREYN (T/A KREYN ENTERPRISES INC.)**;

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known and designated as Case No. ZM-2015-01;

WHEREAS; the Mayor and City Council, as the duly constituted legislative body for the City held a Public Hearing in compliance with said Ordinance on December 15, 2015, wherein the Applicants and the general public were given an opportunity to fully present evidence and information pertinent to the request for zoning classification amendment and amendment to the Zoning Ordinance;

WHEREAS; the Mayor and City Council, prior to and subsequent thereto, have complied with all of the provisions of the General Laws of the State of Maryland and the Zoning Ordinance for the City of Hagerstown;

WHEREAS; said Mayor and City Council do find and determine in this case, based on said Public Hearing and the evidence presented therein, and having considered all of the criteria as set forth by the laws of the State of Maryland and the Zoning Ordinance, did on January 26, 2016, take formal action to approve the Local Conversion District Overlay for the property designated as **702 WEST WASHINGTON STREET**, Hagerstown, Maryland.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council for Hagerstown, Maryland, that the Zoning Reclassification and Zoning Map Amendment requesting Case No. ZM-2015-01 for a Local Conversion District Overlay and is hereby granted is hereby granted pursuant to the conditions and requirements set forth in the Opinion and Findings of Fact, attached hereto as **Exhibit A** and incorporated herein by reference.

WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

PUBLIC HEARING: 12/15/2015
DATE OF INTRODUCTION: 12/15/2015
DATE OF PASSAGE: 01/26/2016
EFFECTIVE DATE: 02/25/2016

**EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2015-01**

Applicant: Alex Kreyn (t/a Kreyn Technology Inc.)
Location: 702 West Washington Street / 5 Winter Street
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was heard at Public Hearing by the Mayor and City Council on December 15, 2015, in accordance with the provisions of the Zoning Ordinance for the City of Hagerstown, Maryland.

FINDINGS OF FACT

The property which is the subject of the proposed map amendment is located at 702 West Washington Street / 5 Winter Street. The property is under one (1) ownership. The tract consists of 0.16 acres, more or less. The property is currently contains four (4) dwelling units on the second floor with a former storefront commercial space on the first floor which was constructed prior to October 1, 1956. The owner represented to the Mayor and City Council that it is his intent to reopen the first floor storefront space for one of the following uses: retail/wholesale, a restaurant, an artist live/work space, an ambulatory health care service, a business office, or a catering kitchen. It is also to owner's intent to retain the four (4) existing dwelling units on the second floor.

The proposal is in accordance with the provisions for a Local Conversion District as set forth in the Hagerstown Zoning Ordinance, including the following:

1. A Local Conversion District Overlay is permitted in the underlying zoning district of RMED (Residential-Medium Density);
2. Retail/wholesale establishments, restaurants, artist live/work spaces, ambulatory health care services, offices, and catering kitchens, are permitted uses in the Local Conversion District Overlay;

3. The building was constructed prior to October, 1956;
4. The front of the building is oriented toward West Washington Street and Winter Street, both public streets;
5. The total land area of the subject parcel is approximately 7,169 square feet, which is below the maximum square footage allowed of 20,000 square feet of land area.
6. No additions to the building are proposed;
7. Outdoor vending machines are prohibited and none are proposed;
8. Outdoor storage is not allowed, with the exception of display of merchandise at convenience and grocery stores if historically a part of a use on the subject property which is not applicable in this case;
10. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design.

The Local Conversion District Overlay was designed to allow the adaptive reuse of pre-1956 commercial and mixed-use buildings embedded in residential districts on small lots, provided they are reviewed individually so that the proposal is complimentary to the residential nature of the area in which it is located. This site was analyzed for this application and the following conditions were approved and endorsed by the Planning Commission:

1. Both storefronts shall be rehabilitated to reintroduce a storefront window display design; however, the storefront along West Washington Street will not be required to include a door.
2. No more than 50% of the area of the storefronts shall be used for windows graphics.

Following the Public Hearing, on December 15, 2015, the Mayor & City Council voted to introduce the ordinance for the proposal with an amendment to remove ambulatory health care service from the list of uses for this property.

CONCLUSION

Therefore, the Mayor and City Council find that those matters contained in the staff analysis and presented by the applicants at the Public Hearing on December 15, 2015, to be true and accurate, and that all procedural requirements prerequisite to approval of the Local Conversion District Overlay by this Body have been met. The Mayor and City Council find as a matter of fact that the proposal generally does not violate the spirit and intent of the Zoning Ordinance. We further find that the approval of the proposed Local Conversion District Overlay modification will not materially or adversely affect adjoining properties provided that 1) the property shall not be used for ambulatory health care services; and, 2) the two (2) enumerated conditions are adhered to.

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

By: _____
David S. Gysberts, Mayor

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

Topic:

Introduction of an Ordinance: Acceptance of Easement: Beazer Home Corp.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Beazer_Home_Corp.pdf

Description

Motion

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: Acceptance of an Easement: Beazer Homes Corp.

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

MOTION: I hereby move for the introduction of an Ordinance to approve and adopt a Deed and Declaration of Easement from Beazer Homes Corp. that grants the City the right, but not the obligation, to enter an easement area at Collegiate Acres for inspection or maintenance activities.

DATE OF INTRODUCTION: 01/26/2016

DATE OF PASSAGE: 02/23/2016

EFFECTIVE DATE: 03/25/2016

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE APPROVING
A DEED AND DECLARATION OF EASEMENT
BY BEAZER HOMES CORP. GRANTING THE CITY AN EASEMENT
FOR UTILITIES AND DRAINAGE
IN COLLEGIATE ACRES**

RECITALS

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

WHEREAS, Beazer Homes Corp. is a developer of a residential subdivision known as Collegiate Acres, located within the corporate limits of the City of Hagerstown; and

WHEREAS, Beazer Homes Corp. desires to convey an easement to the City of Hagerstown over property identified as "drainage and utility easement retained by Homeowners Association" to the City of Hagerstown; and

WHEREAS, the proposed Deed and Declaration of Easement grants the City the right, but not the obligation, to enter the easement area to inspect, install, construct, maintain, reconstruct and repair utilities and drainage in the Collegiate Acres Subdivision; and

WHEREAS, the Mayor and Council desire to accept the grant of the easement subject to the terms and conditions contained in the Deed and Declaration of Easement;

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 Deed and Declaration of Easement from Beazer Homes Corp. to the city of Hagerstown, a copy of which is attached hereto and incorporated herein by reference, be and is hereby approved and adopted.
2. That the Mayor be and is hereby authorized to execute and deliver the Deed and Declaration of Easement and to take whatever additional action may be necessary to effectuate the intent of this ordinance.
3. That the approval and acceptance shall be effective immediately upon the effective date of this enacting ordinance.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler,
City Clerk

David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Passage: February 23, 2016
Effective Date: March 25, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

DEED AND DECLARATION OF EASEMENT

THIS DEED AND DECLARATION OF EASEMENT, made this ____ day of _____, 2016, by Beazer Homes Corp., a Tennessee corporation hereafter referred to as "Beazer"; the City of Hagerstown, Maryland, a Municipal Corporation existing under and by virtue of the laws of the State of Maryland, hereafter referred to as "City"; and Greenfield at Collegiate Acres Homeowners' Association, Inc., a Maryland corporation, hereafter referred to as the "HOA".

WHEREAS, Beazer is the Owner of all that property situate in Washington County, State of Maryland, as more particularly described on **Exhibit A**, (the "Property") attached hereto and made a part hereof.

WHEREAS, Beazer desires to grant and convey the Property in fee simple to the HOA; and

WHEREAS, Beazer desires to reserve easements for the installation and maintenance of utilities and drainage as hereinafter set forth; and

WHEREAS, Beazer desires to grant unto City an easement for installation and maintenance of utilities and drainage as set forth, over all those parcels of ground as delineated on the aforescribed **Exhibit A**.

NOW, THEREFORE, THIS DEED AND DECLARATION OF EASEMENT WITNESSETH, in consideration of the sum of Zero Dollars (\$0.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the said Beazer does grant and convey unto the said HOA, its successors and assigns, in fee simple, but subject to all the covenants, conditions and restrictions hereinafter mentioned, all those parcels of ground and premises, situate, lying and being in Washington County, Maryland, and described as follows:

See **Exhibit A** attached hereto and made a part hereof.

Being part of all that property described in a Deed dated November, 2005, and recorded among the Land Records of Washington County, Maryland in Liber 2871, folio 0729 from Salem Avenue, LLC, a Maryland limited liability company to Beazer;

TOGETHER with and singular all roads and all water, sanitary sewer, storm water drainage and all utility lines, pipes, mains, facilities, and installations now or hereafter constructed, placed, installed, or maintained, in, on, under, or through the land herein conveyed by Beazer to the HOA.

ALSO together with and singular the buildings and improvements thereupon erected, made or being and all and every easements, rights, alleys, ways, waters, privileges, appurtenances and advantages, to the same belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said parcels of ground and premises, above described and mentioned, and hereby intended to be conveyed, together with the rights, privileges, appurtenances and advantages thereto belonging or appertaining unto and to the proper use and benefit of the said

HOA, its successors and assigns, in fee simple, all, however, subject to the covenants, conditions and restrictions contained in the Declaration made by Beazer Homes Corp., a Tennessee corporation, and recorded among the Land Records of Washington County, Maryland, in Liber 3281, folio 0116, et seq. as amended from time to time, and subject to the following reservations: said Beazer hereby reserves the right to discharge surface water on the land hereby granted, and to lay, install, construct, place and maintain on, over, or under the said land, or any portion thereof, pipes, mains, conduits, drains, lines, and other facilities for water, storm sewer, sanitary sewer, gas, electric, telephone, television transmittal and other public utilities and drainage, to provide adequate utility and other services to any lot now or hereafter laid out on the land shown on the aforesaid plats or the general area in which same is located, together with the right and privilege of entering upon said land for such purposes and making openings and excavations therein, provided that same be covered and the ground be restored and left in good condition, all hereby reserved by said Beazer for itself, its successors and assigns, including Washington County, Maryland and the City of Hagerstown, Maryland and any utility company, to whom said Beazer or its successors and assigns may grant, convey, transfer, set over and assign the same, or any part thereof.

And subject further to the following Declaration Of Easement: Beazer for itself, its successors and assigns, declares and covenants that all that property as more particularly described on **Exhibit A** attached hereto and made a part hereof, and recorded as aforesaid shall be subject to the following reserved easement and covenants.

RESERVED EASEMENT AND COVENANTS

An easement for the installation, construction, reconstruction, maintenance, repair, operation and inspection of utilities and drainage together with the right of ingress and egress along, over, under and through said easement for any and all such purposes, as shown and indicated on: **Exhibits A** which is attached hereto and hereby made a part hereof, is hereby reserved by Beazer (the "Easement"). No structure, planting or other material shall be placed or permitted to remain within the Easement which may damage or interfere with the installation of, access to, and maintenance of the utilities and drainage. Structures, plantings or other materials which do not damage or interfere with the installation of, access to, or maintenance of the utilities and drainage may be permitted within the Easement with the express written permission of Beazer, and City, their successors and assigns. If said consent is granted neither Beazer nor City shall be responsible for restoring or repairing any building, plantings or structure of any kind as a result of any damage to same caused by maintenance, inspection, access to, and or repair to said utilities and drainage and appurtenances. No conveyance of the Property or any portion thereof, or of any interest therein, shall be deemed to be, or construed as, a conveyance of the Easement, even though the conveyance purports to convey Beazer's and/or the City's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Beazer and/or the City to thereby convey the Easement. Any conveyance of the Property, or any interest therein, shall be subject to this Easement.

FURTHER, WITNESSETH, that in consideration of the sum of One Dollar (\$1.00), and other good and valuable considerations, the receipt of which is hereby acknowledged, Beazer, does grant and convey unto City, a Municipal Corporation existing under and by virtue of the laws of the State of Maryland, its successors and assigns, an easement to enter upon the Property of the HOA, known and designated as: [See **Exhibits A**]; for the purpose of inspecting, installing, constructing,

maintaining, reconstructing and repairing the utilities and drainage as more particularly shown on **Exhibits A** as City, in its sole discretion, deems necessary, to make openings and excavations, and to lay, construct and maintain said utilities and drainage and appurtenances, provided, however; that the ground hereinabove described, shall be restored and left in good condition; and that no buildings or similar structures of any kind shall be erected, in or over the said Easement which may interfere with the access to, and/or maintenance and repair of said utilities and drainage. Structures, plantings or other materials which do not damage or interfere with the installation of, access to, or maintenance of the utilities and drainage facilities may be permitted within the Easement with the express written consent of Beazer and City, their successors and assigns. If said consent is granted neither Beazer nor City shall be responsible for restoring or repairing any building, plantings or structure of any kind as a result of any damage to same caused by maintenance, inspection, access to, and or repair to said utilities and drainage line and appurtenances.

The covenants contained in this Declaration and the Easement shall run with the land and be binding upon Beazer, its successors and assigns, City, its successors and assigns, and the HOA, its successors and assigns.

AND the said Beazer hereby covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the Property hereby conveyed; except to impose restrictions including required setbacks, and create easements for utilities and drainage by deeds, agreements and plats heretofore recorded among the Land Records of Washington County, Maryland; that it will warrant specially the property granted; and that it will execute such further assurances of the same as may be requisite.

By its acceptance of this Deed, the HOA does hereby assume all liability, responsibility and duty for the care, operation and maintenance of the Property hereby conveyed, subject, however, to any rights Beazer may have pursuant to the Articles of Incorporation, Bylaws and/or Declaration of Covenants, Conditions, and Restrictions for the Greenfield at Collegiate Acres Homeowners' Association, Inc. recorded among the Land Records of Washington County, Maryland on April 30, 2007, together with any amendments thereto. Further, the HOA, on its own behalf, and on behalf of its successors, transferees, and assigns, hereby agrees to indemnify and hold Beazer and City harmless from any loss, liability or damage (including attorneys' fees and court costs) arising out of or resulting from the failure of the HOA to care for, maintain or properly operate the Property hereby conveyed.

Beazer hereby certifies and makes affidavit under the penalties of perjury that (i) there is no consideration paid or to be paid for the foregoing conveyance and that there are no mortgages or deeds of trust assumed by the HOA; (ii) Beazer is a corporation organized under the laws of the State of Tennessee and a "resident entity" within the meaning of Section 10-912 of the Tax-General Article of the Annotated Code of Maryland; and (iii) the "total payment" (as defined in the foregoing section 10-912) made for the foregoing conveyance is \$0.00.

This document may be executed in any number of counter parts, each of which shall be an original but all of which together shall constitute one and the same instrument.

WITNESS the signature of Beazer Homes, Corp., City of Hagerstown, Maryland, and Greenfield at Collegiate Acres Homeowners' Association, Inc.

ATTEST:

BEAZER:

BY: Beazer Homes, Corp.
A Tennessee Corporation

BY: _____ (SEAL)

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: _____
Name: _____
Title: _____

ATTEST:

HOA:

GREENFIELD AT COLLEGIATE ACRES
HOMEOWNERS' ASSOCIATION, INC.
A Maryland corporation

By: _____
Name: _____
Title: _____

STATE OF MARYLAND, COUNTY OF _____:

On this _____ day of _____, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the person whose name is subscribed as _____ for Beazer Homes, Corp., and acknowledged that he executed the same as the act of his principal for the purposes therein contained and certified that this conveyance is not part of 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 corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY That on this _____ day of _____, 2016, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of The City of Hagerstown, ("the City") and that he/she, as such officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained by signing the name of the City by himself/herself as said officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

STATE OF MARYLAND, COUNTY OF _____:

I HEREBY CERTIFY that on this _____ day of _____, 2016, before me, a Notary Public in and for the State and County aforesaid, personally appeared _____, known to me (or satisfactorily proven) to be the _____ of Greenfield at Collegiate Acres Homeowners' Association, Inc., a Maryland non-stock corporation, and that such officer, being authorized to do so, executed the foregoing instrument on behalf of such corporation for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

ATTORNEY'S CERTIFICATION

This instrument has been prepared by or under the supervision of the undersigned Maryland attorney or by one of the parties named in this instrument.

Russell D. Karpook

Parcel ID Nos:

POST RECORDING PLEASE RETURN TO:

Russell D. Karpook, Esquire
Cohan, West & Karpook, P.C.
201 N. Charles Street
Suite 2404
Baltimore, Maryland 21201

EXHIBIT A

Description of Property

All that property described as "Drainage and Utility Easement Retained by Homeowners' Association as shown on the subdivision plats entitled "First Plat of Subdivision of Phase I Block C, Lots TH-9 through TH-21, TH-104 through TH-107, TH-67 through TH-73 Collegiate Acres", and recorded among the Land Records of Washington County, Maryland as Plat No. 9853; and "Final Plat of Subdivision of Phase I – Block B, Lots 2-16, 60-87 and TH-22-TH-66 Collegiate Acres, and recorded among the Land Records of Washington County, Maryland on Plat Nos. 8716 and 8717.

S:\ARDK\Beazer Homes Corp\Greenfield Collegiate Acres\Deed Declaration Easement.doc

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

Topic:

Introduction of an Ordinance: Adding Chapter 187 to the City Code, Nuisance and Abandoned Property Abatement

Mayor and City Council Action Required:

Introduction of an ordinance to add Chapter 187, Nuisance and Abandoned Property Abatement, to the City Code.

Discussion:

The Mayor and City Council authorized moving forward with this Code addition at a work session on December 8th. This addition to the City Code will provide definitions for nuisance and abandoned properties and set up procedures for the City to follow in the effort to rehabilitate or eliminate nuisance properties and abandoned properties in the city. This addition to the City Code is intended to provide additional protections for our neighborhoods from blight and nuisance conditions.

Financial Impact:

Recommendation:

Approval of introduction.

Motion:

I hereby move that the Mayor and City Council introduce an ordinance to add Chapter 187, Nuisance and Abandoned Property Abatement, to the Code of the City of Hagerstown. This chapter provides definitions for nuisance and abandoned properties and sets up procedures for the City of Hagerstown to follow in the effort to rehabilitate or eliminate nuisance properties and abandoned properties within the city. This amendment is intended to provide additional protections for our neighborhoods from blight and nuisance conditions.

Action Dates:

Discussion on 12/8/15
Introduction on 1/26/16
Approval on 2/23/16
Effective on 3/35/16

ATTACHMENTS:

File Name

Chapter_187_Addition_-_Packet_for_Intro.pdf

Description

Introduction of Ordinance:
Add Chapter 187

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: **Introduction of Ordinance: Add Chapter 187, Nuisance and
Abandoned Property Abatement, to the City Code**

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to add Chapter 187, Nuisance and Abandoned Property Abatement, to the Code of the City of Hagerstown. This chapter provides definitions for nuisance and abandoned properties and sets up procedures for the City of Hagerstown to follow in the effort to rehabilitate or eliminate nuisance properties and abandoned properties within the city. This amendment is intended to provide additional protections for our neighborhoods from blight and nuisance conditions.

DATE OF INTRODUCTION: 01/26/16

DATE OF ADOPTION: 02/23/16

EFFECTIVE DATE: 03/25/16

CITY OF HAGERSTOWN, MARYLAND

**AN ORDINANCE TO AMEND THE CODE
OF THE CITY OF HAGERSTOWN TO ADOPT A NEW
CHAPTER 187, ENTITLED *NUISANCE AND ABANDONED PROPERTY
ABATEMENT* WHICH ESTABLISHES PROCEDURES FOR ABATEMENT OF
NUISANCE PROPERTIES IN THE CITY**

RECITALS

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

WHEREAS, the Mayor and Council have a responsibility to prevent nuisances, reduce blight, and maintain a safe environment within the City; and

WHEREAS, it has come to the attention of the Mayor and Council that nuisance properties and abandoned properties are present within the city; and

WHEREAS, the Mayor and Council find that certain nuisance properties and abandoned properties cause blight and nuisance conditions, and have a negative impact on the neighborhoods within the City and the overall quality of life in the City of Hagerstown; and

WHEREAS, the Mayor and Council recognize the need to focus on rehabilitating or eliminating nuisance properties and abandoned properties within the City of Hagerstown; and

WHEREAS, upon the investigation and recommendation of City staff, the Mayor and Council find it in the best interests of the citizens to enact legislation authorizing the City of Hagerstown to eliminate the existence of nuisance properties and abandoned properties within the City of Hagerstown as hereafter described;

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by adding thereto a new chapter, to be Chapter 187, entitled *Nuisance and Abandoned Property Abatement*, to read as follows:

(See Attached)

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

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Passage: February 23, 2016
Effective Date: March 25, 2016

PREPARED BY
SALVATORE & BOYER, LLC,
CITY ATTORNEY

Chapter 187
Nuisance and Abandoned Property Abatement

187-1 Definitions.

- A. Abandoned property shall mean a residential or commercial property that is not occupied by either the property owner or a legal tenant and is
 - 1. unsuitable for habitation or reasonable use;
 - 2. is in a dilapidated, hazardous, unsafe or dangerous condition; or
 - 3. is open to entrance or trespass.
- B. Department means the Planning and Code Administration Department, or its successor.
- C. Mortgagee means the holder of a security interest in a nuisance property or an abandoned property which is recorded among the land records of Washington County, Maryland.
- D. Nuisance property shall mean a property that is in an unsafe, hazardous or unsanitary condition that:
 - 1. Interferes with the use or enjoyment of adjacent land;
 - 2. Injures or interferes with adjacent land; or
 - 3. Poses a significant danger to or adversely affects the health, safety or welfare of the surrounding community.
- E. Owner means the record title holder of a nuisance property or an abandoned property and, if the record title holder is deceased, the record title holder's personal representative, executors and administrators.

187-2 Powers and duties. The Department is empowered to implement this chapter and shall be responsible for:

- A. Determining where abandoned properties and nuisance properties exist;
- B. Ascertaining the ownership of abandoned properties and nuisance properties;
- C. With the assistance of the city attorney, instituting court proceedings against the owners in furtherance of the provisions of this article;
- D. Subject to the hereinafter set forth parameters, negotiating settlement agreements with the owners for the purpose of rehabilitating or demolishing the abandoned properties and nuisance properties, irrespective of whether such settlement agreements are entered into while court proceedings are pending or on a prelitigation basis;
- E. Proceeding upon such lawsuits that are not settled and seeking court orders that:
 - 1. Declare the subject properties to be abandoned properties or nuisances properties;
 - 2. Require the owners to repair and rehabilitate them;
 - 3. Authorize the City of Hagerstown to enter upon the subject properties and abate the conditions or demolish them; and/or
 - 4. Require the owners of such properties that have been demolished to pay the costs of the demolition as well as reasonable attorney's fees, court costs and litigation expenses incurred in seeking the relief described herein through the entry of money judgments against the owners.

187-3 Settlement agreements.

- A. The Department may negotiate settlement agreements with owners for the purpose of requiring owners to:
 - 1. Repair and rehabilitate properties over a term of no more than six (6) months;

2. Demolish the properties; and/or
 3. Transfer legal title of the same to the city.
- B. Unless otherwise authorized by the mayor and city council, the settlement agreements must provide:
1. That the repair and rehabilitation costs are to be borne entirely by the owners without contribution from the City of Hagerstown;
 2. Property which is not rehabilitated within six (6) months of the date of the settlement agreement shall be demolished; and
 3. With respect to properties to be transferred to the City of Hagerstown, the only costs to be incurred by the City of Hagerstown in connection with the said transfers shall be the deed recording fee, a reasonable deed preparation fee and the proration of real property taxes and utility fees, as applicable.
- C. Settlement agreements entered into after commencement of litigation shall be reduced to the form of a consent decree, to be filed for record in the Circuit Court for Washington County, Maryland.

187-4 Notice to owner and mortgagee. At least thirty (30) days prior to the institution of court proceedings, the Department shall mail notice to the owner and mortgagee, if applicable, advising the owner and mortgagee that the property has been identified as a nuisance property and/or an abandoned property and advising the owner and mortgagee that court proceedings will be instituted unless the owner enters into a settlement agreement with the City of Hagerstown or otherwise repairs and rehabilitates the property or otherwise remediates the conditions resulting in its designation as a nuisance property and/or an abandoned property. The said notice shall be sent by first class U.S. mail, postage prepaid, and it shall be mailed to the owner at the owner's address reflected in the records of the state department of assessments and taxation and it shall be mailed to the mortgagee at the mortgagee's address as stated in the recorded instrument creating or perfecting the security interest or at such other address as is reasonably expected to result in the mortgagee's receipt of the notice described herein. In the event the owner cannot be identified, the notice may be provided through publication in a newspaper of general circulation in Washington County, Maryland and by posting the property.

187-5 Filing of complaint.

- A. Named Defendants. The court proceedings referenced in this article shall be instituted by filing a complaint in the Circuit Court for Washington County, Maryland. The defendants in such action shall include the owner, the mortgagees, if any, and the plaintiff in any proceeding that was timely filed under Md. Tax. Prop. Code Ann. § 14-833 (Complaints to foreclose right of redemption) and for which the time for securing a decree of foreclosure has not yet expired.
- B. The complaint shall be supported by an affidavit stating that:
 1. Notice required under section 187-4 has been provided to the owner and mortgagee, if applicable;
 2. A settlement agreement has not been entered into; and

3. The property has not been repaired or rehabilitated and the circumstances resulting in its designation as a nuisance property and/or an abandoned property have not been remediated;
- C. The complaint shall include a description of the condition of the property and the facts and circumstances that have resulted in its designation as a nuisance property and/or abandoned property.
- D. The complaint shall include a request for the following:
 1. A determination by the court that the property is a nuisance property or an abandoned property; and
 2. Authorization to abate the conditions or demolish the property at the Defendant's cost.

187-6 **Lien.** In the event the court enters an order granting the City of Hagerstown authorization to abate or demolish a nuisance property or an abandoned property, the costs of abatement or demolishing the property, any money judgment entered on behalf of the city, and all costs incidental thereto shall be chargeable against the owner and shall constitute a lien upon such property, and may be collected pursuant to section 223-11 of the Code.

187-7 **Liberal construction.** Because the purpose of this chapter is to promote and protect the health, safety and general welfare of the City of Hagerstown and its occupants, it shall be liberally construed in order to effectuate that purpose.

187-8 **Severability.** Should any section, subsection, sentence, clause, or phrase of this chapter be declared invalid by a court of competent jurisdiction, such decision shall not affect the validity of the chapter in its entirety or of any part thereof other than that portion declared to be invalid.

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

Topic:

Introduction of an Ordinance: Amending Chapter 65 of the City Code, Property Maintenance Habitual Offender

Mayor and City Council Action Required:

Introduction of an ordinance to amend Chapter, Property Maintenance Habitual Offender, of the City Code.

Discussion:

The Mayor and City Council authorized moving forward with this amendment to the City Code at a work session on December 8th. This amendment will rename the chapter to Habitual Offender and will incorporate additional chapters of the City Code as subject to the Habitual Offender provisions. This amendment is intended to provide additional protections for our neighborhoods from nuisance actions and conditions.

Financial Impact:

Recommendation:

Approval of the introduction.

Motion:

I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 65, Property Maintenance Habitual Offender, of the Code of the City of Hagerstown. This chapter will be renamed Habitual Offender and will be amended to apply to not only Chapter 64, *Property Maintenance Code*, but also Chapter 140, *Land Management Code*, Chapter 185, *Nuisance Abatement*, Chapter 197, *Rental Facilities*, Chapter 232, *Vacant Non-Residential Structures*, and Chapter 233, *Vacant Residential Structures*. In addition, a definition of "Premises" will be added to the chapter. These amendments are intended to provide additional protections for our neighborhoods from nuisance actions and conditions.

Action Dates:

Discussion - 12/8/15

Introduction - 1/26/16

Approval - 2/23/16

Effective - 3/25/16

ATTACHMENTS:

File Name

Chapter_65_Amendment_-_Packet_for_Intro.pdf

Description

Introduction of Ordinance:
Amend Chapter 65

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: **Introduction of Ordinance: Amend Chapter 65, Property Maintenance Habitual Offender, of the City Code**

Charter Amendment

Code Amendment

Ordinance

X

Resolution

Other

MOTION: I hereby move that the Mayor and City Council introduce an ordinance to amend Chapter 65, Property Maintenance Habitual Offender, of the Code of the City of Hagerstown. This chapter will be renamed Habitual Offender and will be amended to apply to not only Chapter 64, *Property Maintenance Code*, but also Chapter 140, *Land Management Code*, Chapter 185, *Nuisance Abatement*, Chapter 197, *Rental Facilities*, Chapter 232, *Vacant Non-Residential Structures*, and Chapter 233, *Vacant Residential Structures*. In addition, a definition of “Premises” will be added to the chapter. These amendments are intended to provide additional protections for our neighborhoods from nuisance actions and conditions.

DATE OF INTRODUCTION: 01/26/16

DATE OF ADOPTION: 02/23/16

EFFECTIVE DATE: 03/25/16

CITY OF HAGERSTOWN, MARYLAND

AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN, CHAPTER 65 THEREOF, ENTITLED *PROPERTY MAINTENANCE HABITUAL OFFENDER* TO RENAME THE CHAPTER, TO REVISE THE DEFINITION OF HABITUAL OFFENDER TO INCLUDE ADDITIONAL OFFENSES WHICH MAY LEAD TO HABITUAL OFFENDER STATUS AND TO EXPAND THE APPLICABILITY OF THE CHAPTER TO INCLUDE VIOLATIONS OF THE CODE WITH RESPECT TO STRUCTURES AND LAND

RECITALS

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

WHEREAS, pursuant to Chapter 65 of the City Code, the City of Hagerstown currently deems persons who incur multiple violations of the Property Maintenance Code to be habitual offenders and establishes enhanced penalties for further violations by such persons; and

WHEREAS, the Mayor and Council desire to expand the type of code violations which establish habitual offender status to include violations of Chapter 64, *Property Maintenance*, Chapter 185, *Nuisance Abatement*, Chapter 197 *Rental Facilities*, Chapters 232 and 233, *Vacant Structures* and the *Land Management Code*; and

WHEREAS, the Mayor and Council deem it advisable to rename Chapter 65, *Habitual Offender*, to be consistent with the expansion of the applicable code sections; and

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

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

1. Chapter 65 of the Code of the City of Hagerstown, §65-1 be and is hereby amended to change the title of the Chapter, to read as follows:

“§65-1 **Title.** This chapter shall be known and may be cited as the “City of Hagerstown Habitual Offender Ordinance.”

2. Chapter 65 of the Code of the City of Hagerstown, §65-3, *Definitions*, be and is hereby amended to revise the definition of Habitual Offender, to read as follows:

“HABITUAL OFFENDER – Any person who shall pay a fine after receipt of a citation, or who shall be convicted of or have judgment entered against them for violations of the following Chapters of the City Code, or any combination thereof for three (3) or more separate and distinct violations occurring during a twenty-four month period shall be considered a habitual offender. The Chapters of the City Code which apply toward habitual offender status are Chapter 64, *Property Maintenance*, Chapter 140, *Land Management Code*, Chapter 185, *Nuisance Abatement*, Chapter 197, *Rental Facilities*, Chapter 232, *Vacant Non-Residential Structures*, and Chapter 233 *Vacant Residential Structures*.”

3. Chapter 65 of the Code of the City of Hagerstown, §65-3, *Definitions*, be and is hereby is hereby amended to add a new definition thereto, to read as follows:

“PREMISES – A lot, plot or parcel of land, including any structures thereon and the public sidewalk or public way abutting such lot, plot or parcel.”

4. Chapter 65 of the Code of the City of Hagerstown, subsection 65-4.A thereof is hereby amended to read as follows:

“A. It shall be unlawful for any person considered a habitual offender under this chapter to own, use or occupy any premises regulated by Chapters 64, 140, 185, 197, 232, or 233 of the Code of the City of Hagerstown in conflict with or in violation of the provisions contained therein.”

5. These amendments to Chapter 65 of 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

By: _____
David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Passage: February 23, 2016
Effective Date: March 25, 2016

PREPARED BY:
Salvatore & Boyer, City Attorney

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

Topic:

Approval of a Resolution: Memorandum of Understanding with Way Station (Turning Point)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Way_Station.pdf

Description

Memo

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: **Memorandum of Understanding Between the City of Hagerstown and Way Station**

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

MOTION: I hereby move for Mayor and Council approval of a Memorandum of Understanding between the City of Hagerstown and Way Station.

This MOU would allow for a Mobile Crisis Program, staffed by an employee of Way Station, who would respond to requests for emergency outreach from law enforcement. This will connect a person in crisis with a professional who will assist them in avoiding hospitalization and the need for future law enforcement contact.

DATE OF PASSAGE: 01/26/16

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE ENTRY INTO A MEMORANDUM OF UNDERSTANDING WITH WAY STATION, INC. FOR THE PURPOSE OF ESTABLISHING A MOBILE CRISIS UNIT TO PROVIDE ASSISTANCE TO THE HAGERSTOWN POLICE DEPARTMENT

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which is responsible for protecting the safety and best interests of its citizens; and

WHEREAS, the Hagerstown Police Department ("HPD") is a municipal law enforcement agency with the mission of protecting citizen safety and ensuring compliance with criminal statutes; and

WHEREAS, Way Station, Inc. ("WSI") is a non-profit organization that provides mental health, housing, and vocational rehabilitation services to people with mental illness or other disabilities; and

WHEREAS, HPD and WSI both have a shared interest in 1) protecting the community from non-disabled individuals in crisis, 2) protecting citizens with mental disabilities from non-disabled individuals, 3) protecting citizens with mental disabilities from self-harm, and 4) protecting the community from individuals with mental disabilities who pose safety risks to others; and

WHEREAS, HPD and WSI have agreed to enter into a Memorandum of Understanding in an effort to better effectuate their shared interests and provide assistance to individuals in the community who may be experiencing a mental health crisis; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into this Memorandum of Understanding with WSI;

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. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: N/A

Date of Passage: January 26, 2016

Effective Date: January 26, 2016

PREPARED BY:

SALVATORE & BOYER, LLC

CITY ATTORNEYS

MEMORANDUM OF UNDERSTANDING

Between The City of Hagerstown and Way Station, Inc.

The Hagerstown Police Department (HPD) and Way Station, Inc. (WSI) have a long history of cooperation and collaboration toward their common goal of facilitating safety for citizens of the City of Hagerstown. This memorandum outlines some of the major areas of past and future collaboration (including inter-agency protocols) in hopes to further broaden and deepen that shared vision.

HPD is a law enforcement agency with the mission of protecting safety and ensuring compliance with criminal statutes. WSI is a non-profit organization that provides mental health, housing, and vocational rehabilitation services to people with mental illness or other disabilities. The missions of the two agencies intersect in the following areas:

- 1) **Protection of Larger Community from Non-Disabled Individuals in Crisis.** Some of the requests for help received by HPD involve persons not served by WSI and who may not even have a mental illness, but who are posing safety risks to themselves or others (or otherwise at risk of committing non-violent crimes) because they are experiencing emotional crises of some sort.
- 2) **Protection of Citizens With Mental Disabilities from Non-Disabled Individuals.** Many people with mental illness or other disabilities who are eligible for services from WSI are vulnerable to victimization by other people and require additional protection from HPD and additional social skill development from WSI.
- 3) **Protection of Citizens with Mental Disabilities from Self-Harm.** Some individuals with mental illness are at-risk of harming themselves and require additional protection.
- 4) **Protection of Larger Community from Individuals with Mental Disabilities Who Pose Safety Risks to Others.** It is commonly accepted that the vast majority of people with mental illness or other disabilities do not pose any safety risks to the larger community. Indeed, on the contrary, such individuals have much value to offer the community, and what little potential for harm that does exist most often is the risk of self-harm—not harm to others. However, it is also understood that a small minority of individuals with disabilities do pose safety risks to others (as with a small minority of non-disabled individuals). Furthermore, it is understood that the risk of harm to others decreases if these individuals continue to receive mental health treatment, medication, and supervision.

In order to achieve this WSI and HPD agree to the following:

1. MOBILE CRISIS PROGRAM:

- a. Way Station, Inc provides Mobile Crisis Services (MCS). It is staffed by mental health professionals who respond to appropriate requests for emergency outreach services. The program's main objective is to provide crisis intervention services in the community to persons who are experiencing a psychiatric emergency and may be at risk of psychiatric hospitalization. Their aim is twofold: to reduce the number of inappropriate admissions to hospitals by utilizing community based treatment programs, and to facilitate hospitalization when the client cannot be stabilized in a less restrictive environment.
- b. Services will be available based on specific protocols for contacting mobile crisis that will be agreed upon by HPD. MCS will conduct on-the-scene assessments, provide immediate and follow-up services, and handle next day referrals.
- c. To access the MCS, all calls will come through the Emergency Communication Center. The team will respond to the location of the incident as quickly as possible.

Police responsibilities:

- a. When working together at the location of an incident, the MCS and the police will take into consideration such factors such as past history of the family and the individual involved, the physical safety of all persons, the seriousness of any criminal offenses involved, the mental well being of the individual, etc.
- b. When attempting to arrive at a mutually agreeable solution to the incident, the police department recognizes the role of the MCS. The MCS also recognizes that the police department will assume authority in assuring public safety and with respect to criminal offenses. Police may defer to MCS for on scene solutions but reserve the right to take independent action by filing an emergency petition on the individual if they deem necessary.
- c. If the team seeks an emergency petition, the police will assist as provided by Title 10, Subtitle 6, Part IV of the Health General Article of the Maryland Annotated Code.

MCS Responsibilities:

- a. The MCS will make every effort to resolve the crisis utilizing community based resources and avoids hospitalizations.
- b. When the MCS and the police have been called to the scene of a person with mental illness in crisis, the police will remain present until

the situation is stable and there is no need for their continued presence. The MCS will remain until the matter is resolved.

- c. The MCS may request that the police meet them at the location of a follow up visit. MCS will provide police with a brief synopsis of the situation. When available, police will respond and remain on the scene until it is agreed that their presence is no longer required. MCS recognizes that the ability of police officers to schedule stand-by for safety reasons is dependent upon other calls for police services and availability of officers. When an officer escort is not available at the requested time, MCS and HPD will coordinate a mutually acceptable time.
- d. In order to deliver MCS services, MCS staff will be trained as follows:
 - 1. State statute regarding emergency petitions; and,
 - 2. Ongoing behavioral health management training

2. EMERGENCY PETITION

WSI will contact the HPD upon issuance of an emergency petition to assist with transportation of the client for an evaluation. If a client is presenting a danger to himself or others, refusing an evaluation, and due to the hour of the day, staff are unable to get an emergency petition signed by an approved petitioner, WSI will contact the Mobile Crisis Services to evaluate the client for a potential emergency petition. When the mobile crisis team is not available, WSI staff will contact the HPD for assistance. HPD will observe the client, and based upon this observation as well as the report of the WSI staff, HPD may sign an emergency petition, and then assist with transporting the client for an evaluation.

3. REQUESTING HPD ASSISTANCE TO REDUCE SAFETY RISKS

- a. WSI staff (whether with the MCS Program or other WSI programs) will contact HPD to request their presence when WSI staff are responding to crises of: 1) individuals unknown to WSI; or 2) individuals known to WSI but who WSI staff believe to pose safety risks. When requesting HPD's immediate response, WSI staff will identify themselves to the HPD dispatcher and identify the call as a Crisis Intervention Stand-by (CIS).

4. TRAINING

- a. **Police Academy:** Way Station will provide trainings, if requested by HPD or other parties, for HPD officers regarding mental illness and

possible techniques to de-escalate crisis incidents involving individuals with mental illness.

- b. **Internal Trainings:** WSI offers a comprehensive training program covering a variety of topics including issues related to mental illness and orientation to Way Station services. The training schedule will be given to HPD on a regular basis so that officers may attend. The HPD also offers trainings to the community regarding public safety. HPD will notify WSI on the schedule of these trainings so that WSI staff may attend.
- c. **Public education:** Often opportunities arise to provide public awareness and education on the issues of mental health and community safety. When such opportunities do arise, both the HPD and WSI will make an effort to collaborate, and provide such information.

5. INFORMATION SHARING

- a. WSI staff will share information necessary for the safety of the clients, staff, and the community within the bounds of the law. The following information can be shared with police after WSI staff consult with their supervisor:
 - 1. Any relevant information about individuals on Probation or Parole;
 - 2. Any crimes that staff discover by directly witnessing or by hearing about from individuals other than the client;
 - 3. Suspicion of abuse of a child or a vulnerable adult by an adult in a custodial relationship to the victim or by a member of the victim's household; and
 - 4. Threats of bodily harm to a particular person or group of persons.
- b. When an incident happens that involves the press or media, WSI and the HPD will work collaboratively to ensure the information shared is in the best interest of all parties. WSI recognizes that HPD must also follow the law regarding the release of records according to the Freedom of Information Act.
- c. Law Enforcement agrees to share all necessary reports and/or mental health referrals with WSI for mental health follow up by the MCS program or other WSI services as needed.

WSI, in adherence to their safety guidelines, evaluates situations to determine if they should implement one of the outlined procedures to ensure the safety of a client, themselves, and/or the community. If through this assessment process, WSI staff determines a client to be at high risk of danger, they will contact the HPD for on-site assistance.

HOLD HARMLESS AND INDEMNIFICATION CLAUSE

WSI hereby agrees to indemnify and hold the City of Hagerstown and/or the Hagerstown Police Department harmless, as well as their agents, employees and insurers, from and against any and all loss, damage, or claim of any kind arising either directly or indirectly in connection with this contract solely as a result of actions taken by the Hagerstown Police Department and its agents, employees, and insurers in reliance upon recommendations made by the WSI Mobile Crisis Unit and resulting from the negligence or willful misconduct of WSI or its agents.

The City of Hagerstown hereby agrees to indemnify and hold WSI harmless, as well as its agents, employees and insurers, from and against any and all loss, damage, or claim of any kind arising either directly or indirectly in connection with this contract resulting from the negligence or willful misconduct of the City of Hagerstown or the Hagerstown Police Department or their agents.

The indemnification provided by each party shall include any costs of defense and attorney's fees arising in connection with any action for which indemnification is due under this Memorandum of Understanding.

WSI agrees to carry general liability insurance and workers' compensation insurance in commercially reasonable amounts at all times that this Memorandum of Understanding is in effect, and agrees to provide proof of insurance, including certificates, upon request by the City of Hagerstown and/or the Hagerstown Police Department.

The parties agree that this **Hold Harmless and Indemnification Clause** is in full force and effect at any time after the execution of the agreement, and that its duration shall survive the termination of the Memorandum of Understanding for any and all claims made which arise during the period of time that this Memorandum of Understanding is in effect.

(SIGNATURE PAGE TO FOLLOW)

APPROVED:
The City of Hagerstown
WITNESS:

MAYOR AND CITY COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date

Date

APPROVED:
Way Station, Inc.

By: _____

Date

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE ENTRY INTO A MEMORANDUM OF UNDERSTANDING WITH WAY STATION, INC. FOR THE PURPOSE OF ESTABLISHING A MOBILE CRISIS UNIT TO PROVIDE ASSISTANCE TO THE HAGERSTOWN POLICE DEPARTMENT

RECITALS

WHEREAS, the City of Hagerstown is a Maryland Municipal Corporation which is responsible for protecting the safety and best interests of its citizens; and

WHEREAS, the Hagerstown Police Department ("HPD") is a municipal law enforcement agency with the mission of protecting citizen safety and ensuring compliance with criminal statutes; and

WHEREAS, Way Station, Inc. ("WSI") is a non-profit organization that provides mental health, housing, and vocational rehabilitation services to people with mental illness or other disabilities; and

WHEREAS, HPD and WSI both have a shared interest in 1) protecting the community from non-disabled individuals in crisis, 2) protecting citizens with mental disabilities from non-disabled individuals, 3) protecting citizens with mental disabilities from self-harm, and 4) protecting the community from individuals with mental disabilities who pose safety risks to others; and

WHEREAS, HPD and WSI have agreed to enter into a Memorandum of Understanding in an effort to better effectuate their shared interests and provide assistance to individuals in the community who may be experiencing a mental health crisis; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into this Memorandum of Understanding with WSI;

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. The foregoing recitals be and are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Memorandum of Understanding, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any further documentation that may be necessary to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: N/A

Date of Passage: January 26, 2016

Effective Date: January 26, 2016

PREPARED BY:

SALVATORE & BOYER, LLC

CITY ATTORNEYS

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

Topic:

Approval of a Resolution: Lease with Spickler's Market Located at 17 East Franklin Street

Mayor and City Council Action Required:

Discussion:

Staff request Mayor & Council approval of two proposed lease agreements with existing tenants who are due for lease renewal: Spickler's Market operating in the Roslyn Building at 17 East Franklin Street and the Hagerstown/Washington County Convention and Visitors Bureau (CVB) operating in the Elizabeth Hager Center at 6 North Potomac Street. Key terms and conditions of the proposed leases are listed below.

Spickler's Market:

- Current lease rent amount is \$8,662.50 annually (\$721.88 monthly)
- Proposed annual rent of \$9,187.50 (\$765.63 monthly) during year one and year two of lease term
- Proposed annual rent of \$9,712.50 (\$809.38 monthly) during year three and year four of lease term
- New lease to be a four year term effective through January 31st, 2020
- 1050 square feet of usable space

Staff have worked with each tenant and City Attorney Mark Boyer to review all aspects of the proposed leases. Rent amounts for both leases are within market rate rent parameters. Copies of the proposed lease agreements are attached.

Financial Impact:

Recommendation:

Motion:

I hereby move for the approval of a Resolution to authorize the execution and delivery of a lease between the City of Hagerstown and Spickler's Market for commercial space located at 17 East Franklin Street. All terms and conditions are outlined in the attached lease agreement.

Action Dates:

DATE OF INTRODUCTION: 01/26/2016
DATE OF PASSAGE: 01/26/2016
EFFECTIVE DATE: 01/26/2016

ATTACHMENTS:**File Name**

motion_res_lease_spicklers_012616.pdf

Description

Motion Resolution Lease
Spicklers 2016

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

January 26, 2016

TOPIC: Approval of Lease: Spickler's Market located at 17 East Franklin Street.

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

MOTION: I hereby move for the approval of a Resolution to authorize the execution and delivery of a lease between the City of Hagerstown and Spickler's Market for commercial space located at 17 East Franklin Street. All terms and conditions are outlined in the attached lease agreement.

DATE OF INTRODUCTION:	01/26/2016
DATE OF PASSAGE:	01/26/2016
EFFECTIVE DATE:	01/26/2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT WITH PAUL A. SPICKLER T/A SPICKLER'S MARKET
FOR 17 EAST FRANKLIN STREET**

RECITALS

WHEREAS, The City is currently leasing the first floor of 17 East Franklin Street to Paul A. Spickler t/a Spickler's Market under a Lease Agreement which expired on December 31, 2015; and

WHEREAS, the said Paul A. Spickler desires to continue to lease the aforementioned premises from the City of Hagerstown for the purpose of operating his retail grocery market; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to continue the lease with Paul A. Spickler for that purpose;

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 it adopts herein the foregoing recitals and authorizes the City of Hagerstown to enter into a lease agreement with Paul A. Spickler for the premises known as 17 East Franklin Street, Hagerstown, Maryland, pursuant to the terms of the lease agreement attached hereto and incorporated herein by reference.

2. That the Mayor be and is hereby authorized to execute and deliver the lease agreement attached hereto and to execute and deliver any additional documentation required to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Passage: January 26, 2016
Effective Date: January 26, 2016

Prepared by:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this ____ day of _____, 2016, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord," and Paul A. Spickler, resident of Washington County, Maryland, hereinafter called "Tenant."

SECTION I **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 17 East Franklin Street, Hagerstown, Maryland, specifically designated, described and known as the first floor store, consisting of approximately One Thousand Fifty (1,050) net square feet more or less (hereinafter called the "Premises"). Tenant shall also have access to and use of the entrance through 15 East Franklin Street in order to provide handicap access to the Premises. Landlord shall ensure that this right of access is preserved for Tenant.

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for a term of four (4) years (48 months) beginning on the 1st day of February, 2016 and terminating on the 31st day of January, 2020 at and for rental as set forth in Section 3 – Rent (A).

The foregoing notwithstanding, Tenant shall have the right to terminate said Lease at the end of the first and second calendar years of the term, provided written notice is received by Landlord of Tenant's intention to so terminate at least 90 days prior to the end of the current calendar year.

SECTION 3 **RENT**

A. DURING THE FORTY EIGHT (48) MONTH PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

1. For the period of February 1, 2016 to January 31, 2017, rental shall be Nine Thousand One Hundred Eighty Seven and 50/100 Dollars (\$9,187.50). Tenant shall pay in equal monthly installments of Seven Hundred Sixty Five and 63/100 Dollars (\$765.63) per month in advance on the first day of each month.

2. For the period of February 1, 2017 to January 31, 2018, rental shall be Nine Thousand One Hundred Eighty Seven and 50/100 Dollars (\$9,187.50). Tenant shall pay in equal monthly installments of Seven Hundred Sixty Five and 63/100 Dollars (\$765.63) per month in advance on the first day of each month.

3. For the period of February 1, 2018 to January 31, 2019, rental shall be paid in the amount of Nine Thousand Seven Hundred Twelve and 50/100 Dollars (\$9,712.50) in equal monthly installments of Eight Hundred Nine and 38/100 Dollars (\$809.38) per month in advance on the first day of each month.

4. For the period of February 1, 2019 to January 31, 2020, rental shall be paid in the amount of Nine Thousand Seven Hundred Twelve and 50/100 Dollars (\$9,712.50) in equal monthly installments of Eight Hundred Nine and 38/100 Dollars (\$809.38) per month in advance on the first day of each month.

SECTION 4 **USE FEES; UTILITIES**

Tenant shall be responsible for paying for electricity, gas, heating, water, sewer and trash collection, and all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5 **COMPLIANCE TO MAINTAIN INSURANCE**

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6 **MAINTENANCE**

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting and plumbing fixtures. Tenant agrees to be responsible for all interior and exterior window cleaning.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area. Tenant shall be responsible for snow removal and cleaning on front sidewalk as needed.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems, ordinary maintenance excepted.

SECTION 7 **ALTERATIONS**

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord for review and prior approval. Any alterations, additions, or changes as Landlord shall

permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual customary decorating of the premises. Tenant agrees that all improvements to the Premises, including but not limited to installation of a kitchen exhaust hood, exhaust system, and related fire suppression system, shall become the property of the Landlord at the time of installation.

SECTION 8

COMMENCEMENT OF TERM/OCCUPANY

This Lease agreement shall become effective upon the execution by the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9

USE

The premises demised shall be used by the Tenant solely for the purpose of a retail grocery business and any related business activities. No other use may be made of the premises unless same is approved in writing by the Landlord. Said approvals shall be subject to the approval of the Mayor and Council as its duly constituted legislative body.

SECTION 10

SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

Approval required under this provision shall be subject to the approval of the Mayor and Council at a duly constituted meeting and shall be in writing.

SECTION 11

ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord.

SECTION 12

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days notice to the Landlord before

cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to Landlord and shall be kept current.

SECTION 13
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14
INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Building, where Landlord shall choose, "For Sale" signs at any time during the term of this agreement. In the event that Tenant does not elect to renew this Lease at any time, and then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15
FIRE DAMAGE

In the event the Premises is damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the premises so injured or damaged as speedily as possible. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the premises is injured or damaged by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for a restaurant or catering business.

SECTION 16
DEFAULT OF TENANT; REMEDIES OF LANDLORD

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord shall cease and terminate without further notice.

SECTION 17
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the term. HOWEVER, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month to month basis.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a Resolution approving the execution of this Lease and the provisions hereof. In the event that said Resolution should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this agreement is null and void and of no effect.

It is agreed that the necessary Resolution required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
SMOKING

No smoking will be permitted on the premises by the public unless approved by the Landlord in writing.

SECTION 20
APPROVALS

Any approvals required under the provisions of this agreement by Landlord shall be as duly authorized by the Mayor and Council of the City of Hagerstown as its duly constituted legislative body at a public meeting.

SECTION 21
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, Maryland 21740

Tenant:

Paul A. Spickler
t/a Spickler's Market
17 E. Franklin Street

Hagerstown, MD 21740

SECTION 22
ADDITIONAL DOCUMENTS

The parties agree to execute, acknowledge and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purposes of this Agreement or any provisions contained herein.

SECTION 23
PARTIAL INVALIDITY

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 24
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 25
PERMITS

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 26
MISCELLANEOUS

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall inure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any Resolutions required as indicated, and upon adoption of this Agreement by formal action of the Mayor and Council.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

WITNESS:

TENANT:

Paul A. Spickler

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

Topic:

Approval of a Resolution: Lease with Hagerstown/Washington County Convention and Visitors Bureau-Visitor Center - 6 N. Potomac Street

Mayor and City Council Action Required:

Discussion:

Staff request Mayor & Council approval of two proposed lease agreements with existing tenants who are due for lease renewal: Spickler's Market operating in the Roslyn Building at 17 East Franklin Street and the Hagerstown/Washington County Convention and Visitors Bureau (CVB) operating in the Elizabeth Hager Center at 6 North Potomac Street. Key terms and conditions of the proposed leases are listed below.

Hagerstown/Washington County CVB Visitor Center:

- Current lease rent amount is \$18,600 annually (\$1,550 monthly)
- Proposed annual rent of \$19,306 (\$1,608.83 monthly) during first five year term
- Proposed annual rent of \$20,006 (\$1,667.17 monthly) during optional five year extension
- New lease to be a five year term effective through January 31st, 2021 with option to renew lease for five additional years
- Option to be released from lease if relocating to another Downtown Hagerstown location
- 1400 square feet of usable space

Staff have worked with each tenant and City Attorney Mark Boyer to review all aspects of the proposed leases. Rent amounts for both leases are within market rate rent parameters. Copies of the proposed lease agreements are attached.

Financial Impact:

Recommendation:

Motion:

I hereby move for the approval of a Resolution to authorize the execution and delivery of a lease between the City of Hagerstown and the Hagerstown/Washington County Convention and Visitors Bureau Visitor Center for commercial space located at 6 North Potomac Street. All terms and conditions are outlined in the attached lease agreement.

Action Dates:

DATE OF INTRODUCTION: 01/26/2016
DATE OF PASSAGE: 01/26/2016
EFFECTIVE DATE: 01/26/2016

ATTACHMENTS:**File Name**

MOTION_RES_LEASE_CVB_012616.pdf

Description

Motion Resolution Lease
CVB

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

January 26, 2016

TOPIC: Approval of Lease: Hagerstown/Washington County Convention and
Visitors Bureau – Visitor Center

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

MOTION: I hereby move for the approval of a Resolution to authorize the execution and delivery of a lease between the City of Hagerstown and the Hagerstown/Washington County Convention and Visitors Bureau Visitor Center for commercial space located at 6 North Potomac Street. All terms and conditions are outlined in the attached lease agreement.

DATE OF INTRODUCTION:	01/26/2016
DATE OF PASSAGE:	01/26/2016
EFFECTIVE DATE:	01/26/2016

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE
AGREEMENT WITH THE HAGERSTOWN-WASHINGTON COUNTY CONVENTION
AND VISITORS BUREAU, INC. FOR THE PREMISES KNOWN AS
6 NORTH POTOMAC STREET**

RECITALS

WHEREAS, The City is currently leasing the property known as Number 6 North Potomac Street to the Hagerstown-Washington County Convention and Visitors Bureau, Inc. under a Lease Agreement which expired on December 31, 2015; and

WHEREAS, the said Hagerstown-Washington County Convention and Visitors Bureau, Inc. desires to continue to lease the aforementioned premises from the City of Hagerstown for the purpose of operating its business at said location; and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to continue the lease with Hagerstown-Washington County Convention and Visitors Bureau, Inc. for that purpose;

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 it adopts herein the foregoing recitals and authorizes the City of Hagerstown to enter into a lease agreement with the Hagerstown-Washington County Convention and Visitors Bureau, Inc. for the premises known as 6 North Potomac Street, Hagerstown, Maryland, pursuant to the terms of the lease agreement attached hereto and incorporated herein by reference.

2. That the Mayor be and is hereby authorized to execute and deliver the lease agreement attached hereto and to execute and deliver any additional documentation required to effectuate the purpose of this resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

By: _____
David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Passage: January 26, 2016

Prepared by:
SALVATORE & BOYER, LLC

Effective Date: January 26, 2016

CITY ATTORNEYS

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on _____ day of _____, 2016, between THE CITY OF HAGERSTOWN, MARYLAND, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "Landlord", and HAGERSTOWN-WASHINGTON COUNTY CONVENTION AND VISITORS BUREAU, INC., a Maryland Corporation, hereinafter called "Tenant".

SECTION 1 **DEMISE OF PREMISES**

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and Tenant hereby leases from Landlord all of the following space located at No. 6 North Potomac Street, Hagerstown, Maryland specifically designated, described, and known as the first level in the front of the building, with direct access to North Potomac Street, consisting of approximately One Thousand Four Hundred (1,400) net square feet more or less (hereinafter called the "Premises").

SECTION 2 **TERM**

The Premises described herein are leased by Landlord to Tenant for an initial term of Five years (60 months) beginning on the 1st day of February 2016 and terminating on the 31st day of January 2021 at and for rental as set forth in Section 3-Rent (A).

Thereafter, the Tenant is given, and shall have, the option to renew this lease on the basis of one (1) five (5) year extension for a total of five (5) additional years.

However, in order to renew this Lease, as outlined above, Tenant must give Landlord notice in writing sixty (60) days prior to the termination of the term of each successive renewal option, of its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. In the event Tenant elects not to renew this Lease in accordance with the one (1) extension period outlined herein, it shall provide Landlord with six (6) months written notice in advance of its intent not to exercise its right to extend the Lease prior to the termination of the then current term.

Rental in the extension periods, or holding over period, shall be paid by Tenant as set forth in Section 3-Rent(B).

Notwithstanding the above provisions, in the event that the Tenant should desire to relocate to another space within the downtown Hagerstown area during either the original term or the extension, the Landlord shall release Tenant from the remainder of this Lease, provided that the following terms and conditions are satisfied:

- A. Tenant's new location is within the City Center-Mixed Use district;
- B. Tenant's new lease is for a minimum of five (5) years; and

- C. Tenant provides Landlord with a minimum of sixty (60) days notice, in writing, of its intent to terminate the Lease.

SECTION 3
RENT

- A. DURING THE INITIAL SIXTY (60) MONTH PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:
- a. For the period of February 1, 2016 to January 31, 2021, annual rental shall be paid at the rate of Nineteen Thousand Three Hundred Six and 00/100 (\$19,306.00) Dollars per annum (\$13.79 per square foot x 1,400 square feet) in Sixty (60) equal monthly installments of One Thousand Six Hundred Eight and 83/100 (\$1,608.83) Dollars per month in advance on the first day of each month.
- B. DURING THE ONE (1) FIVE (5) YEAR EXTENSION OF THIS LEASE, IF ANY, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:
- a. For the period of February 1, 2021 to January 31, 2026, annual rental shall be paid at a rate of Twenty Thousand Six and 00/100 (\$20,006.00) Dollars per annum (\$14.29 per square foot x 1,400 square feet) in Sixty (60) equal monthly installments of One Thousand Six Hundred Sixty Seven and 17/100 (\$1,667.17) Dollars per month in advance on the first day of each month.

SECTION 4
USE FEES: UTILITIES

Tenant shall be responsible for paying for electricity, gas, heating, and all utilities except as provided herein. Tenant shall place the account for said utilities in its name and same shall be payable directly by Tenant to the applicable utility provider.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area.

Landlord shall furnish water, sewer, and trash collection to the premises in question.

TENANT SHALL NOT BE RESPONSIBLE FOR OR PAY REAL ESTATE PROPERTY TAXES. Tenant shall be responsible for any other applicable taxes or fees.

SECTION 5
COMPLIANCE TO MAINTAIN INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond its current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the Annual Rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or

permit to be done, in or about the Premises, anything of character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting insurance risk.

SECTION 6 **MAINTENANCE**

Tenant agrees to keep the Premises and appurtenances thereto in good repair and will make all ordinary and replacement repairs at its expense. Landlord agrees to be responsible for exterior maintenance and make any and all structural repairs required.

SECTION 7 **ALTERATIONS**

Tenant further covenants that it will not make any alterations, additions, or changes of any kind to the Premises, without first securing the written consent of Landlord, after submission of the plans therefor to Landlord. Any alterations, additions, or changes as Landlord shall permit in writing shall be made at Tenant's expense. This shall not be construed to deny the Tenant the right to do usual and customary decorating of the premises.

SECTION 8 **COMMENCEMENT OF THE TERM/OCCUPANCY**

This Lease agreement shall become effective upon the execution of the duly authorized signatories of the Landlord and Tenant as same may be applicable.

SECTION 9 **USE**

The premises demised shall be used by the Tenant solely for the purpose of Washington County Tourism Offices and any related business activities. No other use may be made of the premises unless same is approved in writing by the Landlord. Said approvals shall be subject to the approval of the Mayor and Council as its duly constituted legislative body. No approval shall be unreasonably or arbitrarily withheld.

SECTION 10 **SIGNS**

Tenant shall be permitted to install the name of Tenant and its affiliated operation on any interior walls and partitions upon the approval of Landlord. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord. Said approval shall not be unreasonably or arbitrarily withheld.

Approval required under this provision shall be subject to the approval of the Mayor and Council at a duly constituted meeting and shall be in writing.

SECTION 11

ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without written approval from Landlord. Landlord will not withhold permission unreasonably.

SECTION 12

INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify Landlord, its agents, servants, employees, officers, or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from the use of the premises and Tenant agrees to save and hold harmless and indemnify Landlord from any suits, demands, claims, or fines of whatsoever nature or kind including personal injuries arising directly or indirectly under any circumstances by the exercise of the Tenant in the use of the premises.

Tenant agrees to maintain public liability and property damage insurance with an insurance company acceptable to Landlord to protect Landlord as an additional insured in the amount of \$1,000,000.00. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised premises only. Said policies shall provide for at least 30 days notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. Certificates of insurance shall be furnished to the Landlord and shall be kept current.

SECTION 13

QUIT ENJOYMENT: SUBORDINATION TO MORTGAGES

Provided Tenant is not in default hereunder, Landlord agrees to permit Tenant quiet enjoyment of the Premises and agrees that this Lease is and shall be subordinate to any existing or future liens or encumbrances of the Premises either by Landlord or its successors or assigns.

SECTION 14

INSPECTION OF PREMISES

Tenant agrees that Landlord shall have the right to inspect the Premises at all reasonable times during business hours, and to place upon the Premises or Building, where Landlord shall choose, "For Sale" signs at any time during the term of this agreement. In the event that Tenant

does not elect to renew this Lease at any time, then in said event the Landlord shall have the right to place "For Rent" notices or signs upon the property if it so elects.

SECTION 15 **FIRE DAMAGE**

In the event the Premises is damaged by fire, storm, the elements, act of God, unavoidable accident and/or the public enemy, to such an extent as to render it partially untenable, Landlord shall restore such portion of the premises so injured or damaged as speedily as possible. The annual rent shall abate proportionately on such part of the premises as may have been rendered untenable until such time as such part shall be fit for Occupancy, and after which time, the full amount of annual rent reserved in this Lease shall be payable as hereinabove set forth. If the premises is injured or damages by any of the aforesaid causes to such an extent as to render the same wholly untenable, then this Lease shall thereupon become null and void, and all liability of tenant shall terminate upon payment of all annual rent and additional rent due and payable to the date of such happening.

In the event of untenability, Landlord shall not be responsible for relocation costs and/or loss of business or income to Tenant. The term untenable shall be defined as meaning the premises are unable to be used for the use(s) contemplated herein.

SECTION 16 **DEFAULT OF TENANT: REMEDIES OF LANDLORD**

It is further agreed and understood that if any default is made in the payment of the rental or any provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and determine, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to Quit or Demand for Possession.

In the event that there is a default or a violation of any other provisions of this Lease other than non-payment of rent, then and in said event, the Landlord shall give the Tenant thirty (30) days notice in which to correct said violation. If same is not corrected within thirty (30) days, the relationship of Landlord and Tenant, within the absolute discretion and option of the Landlord, shall cease and determine without further notice.

SECTION 17 **TENANT HOLDING OVER**

This agreement shall terminate automatically upon the expiration of a term. **HOWEVER**, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered on a month to month basis.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass an ordinance approving the execution of this Lease and the provisions hereof. In the event that said ordinance should not become effective by virtue of a referendum or some other methodology by operation of law, then in said event, this agreement is null and void of no effect.

It is agreed that the necessary ordinances required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
PARKING

Tenant shall be provided with two (2) parking permits by Landlord for Tenants, visitors, and employees in one of the Public Parking facilities of the City.

Landlord further agrees to provide two assigned parking places in the lot adjacent to the Premises to be designated specifically for visitors to the Premises.

SECTION 20
SMOKING

No smoking will be permitted on the premises by the public unless approved by the Landlord in writing.

SECTION 21
APPROVALS

Any approvals required under the provisions of this agreement by Landlord shall be as duly authorized by the Mayor and Council of the City of Hagerstown as its duly constituted legislative body at a public meeting.

SECTION 22
NOTICES

Any notice required or permitted by this Lease to be given by either party may be personally delivered or sent by certified mail, properly addressed and prepaid, to the addresses of the parties herein given, unless another address shall have been substituted for such address by notice in writing. The first business day following the date of depositing or date of personal delivery, being taken as the date of the giving of such notice.

City of Hagerstown:

City Administrator
City of Hagerstown
City Hall
Hagerstown, MD 21740

Hagerstown Washington County
Convention and Visitors Bureau, Inc.

16 Public Square
Hagerstown, MD 21740

SECTION 23 **ADDITIONAL DOCUMENTS**

The parties agree to execute, acknowledge, and deliver any and all further documents and instruments that may be required or necessary to carry out and effectuate the purpose of this Agreement or any provisions contained herein.

SECTION 24 **PARTIAL INVALIDITY**

If any term, covenant or condition of this Agreement shall be deemed invalid or unenforceable, then the remainder of this Agreement shall not be affected and same shall remain in full force and effect.

SECTION 25 **GOVERNING LAW**

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

SECTION 26 **PERMITS**

In the event that it becomes necessary for any special permits, licenses or anything that may be requisite for the Tenant to occupy and use the Premises for the purposes set forth herein or as hereinafter may be agreed upon, then in said event, Tenant shall be responsible for the application and payment of any such permit or license fee if required.

SECTION 27 **MISCELLANEOUS**

The headings in the Agreement are solely for convenience and reference only and are not intended to define or limit the scope of any provisions of this Agreement, nor affect the interpretation thereof.

All references made, and nouns and pronouns used herein, shall be construed in the singular or plural, and in such gender as the sense and circumstances require.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their grantees, successors and assigns, if applicable.

This Agreement is subject to and contingent on the passage of any ordinances required as indicated, and upon the adoption of this agreement by formal action of the Mayor and Council.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date and year first above written.

**WITNESS AND ATTEST
AS TO CORPORATE SEAL**

CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor

ATTEST:

**HAGERSTOWN-WASHINGTON
COUNTY CONVENTION AND
VISITORS BUREAU, INC.**

, Secretary

BY: _____
, President

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

Topic:

Approval of a Resolution: Acceptance of Street Dedications: Beazer Homes Corp.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Street_Dedication.pdf

Description

Motion

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: Acceptance of Street Dedications: Beazer Homes Corp.

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

MOTION: I hereby move for the approval of a resolution to accept the offer of dedication from Beazer Homes Corp. for Yellow Jacket Road, Cavalier Court, Demon Deacon Court, Hurricane Court, and a portion of Nittany Lion Circle in the Collegiate Acres development.

DATE OF INTRODUCTION: 01/26/2016

DATE OF PASSAGE: 01/26/2016

EFFECTIVE DATE: 01/26/2016

CITY OF HAGERSTOWN, MARYLAND

**RESOLUTION TO ACCEPT OFFERS
OF DEDICATION OF CERTAIN STREETS
BY THE CITY OF HAGERSTOWN**

RECITALS

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

WHEREAS, offers of dedication have been made by Beazer Homes, Corp. of certain streets in Collegiate Acres, as more particularly described below, and

WHEREAS, the Mayor and Council as the duly constituted legislative body of the City of Hagerstown has determined that it is in the best interest of the citizenry to accept these streets into the street system for the City of Hagerstown.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council do hereby accept the offers of dedication of the following streets into the street system for the City of Hagerstown as follows:

1. For the offers of dedication of Beazer Homes, Corp. of Yellow Jacket Road, Cavalier Court, Demon Deacon Court, Hurricane Court, and the portion of Nittany Lion Circle between its southern intersection with Terps Boulevard and its intersection with Yellow Jacket Road, as more particularly shown on the plats of "Collegiate Acres" recorded among the Plat Records of Washington County, Maryland at Plats No. 8711-8718, 9852-9854, 9947-9950, and 9960-9963.

BE IT FURTHER RESOLVED, that the Mayor and City Clerk and Staff are authorized to take such other and further actions and execute such documents as may be necessary to formalize this acceptance.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: _____
David Gysberts, Mayor

Date of Introduction: 01/26/2016
Date of Passage: 01/26/2016
Effective Date: 01/26/2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS



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

Topic:

Approval of a Resolution: License Agreement: 920 W. Washington Street - Tenable Group, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Tenable_Group.pdf

Description

Motion

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: License Agreement: Tenable Group, LLC

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

MOTION: I hereby move for approval of a resolution that authorizes the execution of a License Agreement between the City of Hagerstown and Tenable Group, LLC for the installation of fencing in the the rights-of-way of Devonshire Road, West Washington Street, and Wakefield Road. This approval shall be contingent upon Tenable Group, LLC obtaining the necessary approvals from the Board of Zoning Appeals and the Planning Commission.

DATE OF INTRODUCTION: 1/26/2016

DATE OF PASSAGE: 1/26/2016

EFFECTIVE DATE: 1/26/2016

CITY OF HAGERSTOWN, MARYLAND

RESOLUTION

**A RESOLUTION AUTHORIZING THE APPROVAL OF
A LICENSE AGREEMENT BETWEEN THE CITY OF HAGERSTOWN
AND TENABLE GROUP, LLC FOR A LICENSE
IN A PORTION OF THE DEVONSHIRE ROAD, WEST WASHINGTON STREET,
AND WAKEFIELD ROAD RIGHTS-OF-WAY**

RECITALS

WHEREAS, the City of Hagerstown owns certain land within the corporate limits of the City known as the Devonshire Road, West Washington Street, and Wakefield Road Rights-Of-Way; and

WHEREAS, Tenable Group, LLC ("Tenable") is the owner of certain real property located within the corporate limits of the City adjacent to the Devonshire Road, West Washington Street, and Wakefield Road Rights-Of-Way (the "Property"); and

WHEREAS, Tenable desires to obtain a license from the City to utilize a portion of the Devonshire Road, West Washington Street, and Wakefield Road Rights-Of-Way to install and maintain fences and gates in these rights-of-way to better accommodate its use of the Property; and

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

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

1. That the above enumerated recitals be and are hereby incorporated herein as if restated verbatim.
2. That the Mayor and Council hereby approve the granting of a license in the Devonshire Road, West Washington Street, and Wakefield Road Rights-Of-Way to Tenable as outlined herein.
3. That the Mayor be and is hereby authorized to execute and deliver the License Agreement, a copy of which is attached hereto and incorporated herein by reference.

4. That the Mayor be and is hereby authorized to execute and deliver such other and further documentation as may be necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

David S. Gysberts, Mayor

Date of Introduction: January 26, 2016
Date of Approval: January 26, 2016
Effective Date: January 26, 2016

PREPARED BY:
SALVATORE & BOYER, LLC
CITY ATTORNEYS

RIGHT-OF-WAY/EASEMENT LICENSE AGREEMENT

This Agreement entered into this ____ day of _____, 2016, by and between the City of Hagerstown, a Maryland municipal corporation, hereinafter called City and **Tenable Group, LLC**, Hereinafter called Licensee.

WHEREAS, the City is the owner of certain real estate located within the corporate boundaries of the City of Hagerstown and more particularly described on the attached Exhibit "B" as the "Existing right-of-way" and

WHEREAS, Licensee desires to occupy or utilize a portion of the City's right-of-way for purposes set forth on the attached Exhibit A, and

WHEREAS, the City is willing to grant a license to the Licensee to accomplish the purposes of the Licensee as set forth on Exhibit A subject to the following terms and conditions.

WITNESSETH, that for and in consideration of the mutual promises herein contained the City and the Licensee agree as follows:

1. The City of Hagerstown does hereby grant a license to the Licensee covering the property described in Exhibit B for the purposes set forth on the attached Exhibit A but subject to the terms of this Agreement.
2. The Licensee shall be responsible for all costs of construction, permits, and any other cost associated with the intended use of the Licensee, and said use shall be in conformance with all of the requirements of the City and State Building Codes or any other applicable laws.
3. The Licensee shall be responsible for the repair and maintenance of any construction which it undertakes on the property of the City as described in Exhibit A.
4. The Licensee will indemnify and hold harmless the City from any actions, causes of actions, claims, damages, taxes, permit fees, or any other claims including but not limited to, attorney's fees and costs of suit arising from any action brought against the City as a result of the Licensee's use of City property as described herein not resulting from the affirmative negligence of the City or its employees or agents.
5. The Licensee shall construct a new perimeter fence behind the sidewalks along Devonshire Road, West Washington Street, and Wakefield Road at their property at 920 West Washington Street. The fence shall be installed as far behind the sidewalk as possible to minimize the encroachment into the public rights-of-way.

6. The Licensee shall obtain all necessary approvals from the City's Board of Zoning Appeals and Planning Commission, and shall obtain a Zoning Permit for the fence prior to construction.
7. In the event of termination of this Agreement, upon request of the City, the Licensee shall remove the fence from the rights-of-way, and shall restore the area to existing conditions. Any damage to pavement, curb, etc. in the public right-of-way shall be replaced by the Licensee. If the Licensee fails to remove the fence after notification from the City, the City shall have the fence removed at the Licensee's expense.
8. This license shall terminate upon the earlier of any of the following:
 - (a) One hundred eighty (180) days after notice to the Licensee from the City that it desires to terminate this license;
 - (b) A transfer of ownership of the property described in Exhibit B from the specific Licensee identified herein (this license shall not run with the land); or
 - (c) Destruction or removal of the improvements described on the attached Exhibit A.

Witness our hands and seals the day and year first above written.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler
City Clerk

David S. Gysberts, Mayor

WITNESS:

Licensee

Licensee

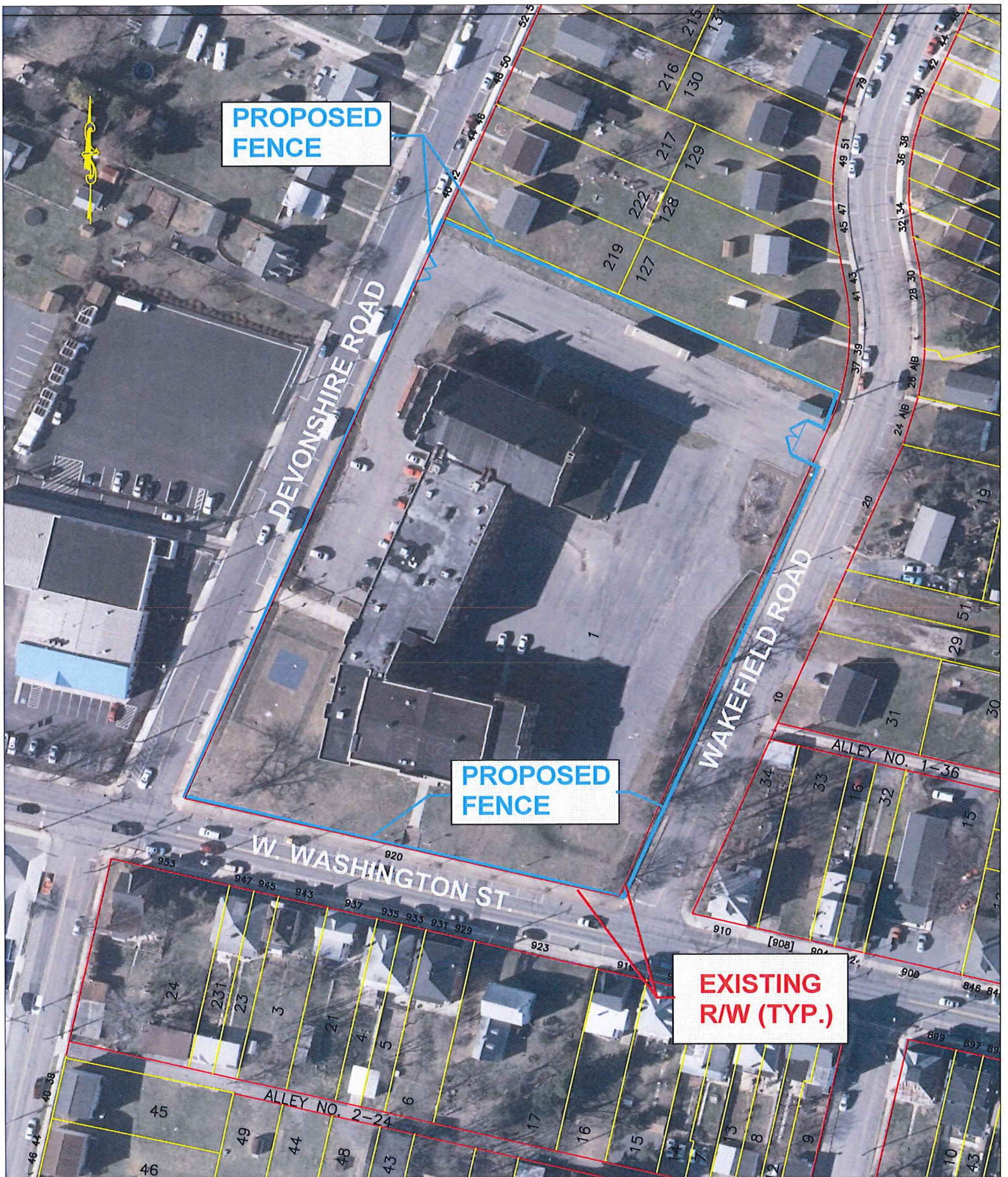
Attachments: Exhibits A, B

EXHIBIT A

**LICENSE AGREEMENT
FOR
TENABLE GROUP, LLC.
920 W. WASHINGTON STREET**

The Licensee shall construct a new perimeter fence behind the sidewalks along Devonshire Road, West Washington Street, and Wakefield Road at their property at 920 West Washington Street. The fence shall be installed as far behind the sidewalk as possible to minimize the encroachment into the public rights-of-way.

The Licensee shall obtain all necessary approvals from the City's Board of Zoning Appeals and Planning Commission, and shall obtain a Zoning Permit for the fence prior to construction.



**LICENSE AGREEMENT
FOR
920 W. WASHINGTON ST.**

EXHIBIT B
SCALE: 1"= 100'

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

Topic:

Catalyst Project #8: Authorization for One Additional Full Time Position to Support Neighborhoods Through Abatement of Weeds and Rubbish

Mayor and City Council Action Required:

I hereby move for the Mayor and Council to approve the addition of one (1) full-time Public Works Maintenance Worker position. This position is necessary to support our neighborhoods through the abatement of weeds and rubbish violations. Funding for this position would be covered by the funds that would have otherwise been budgeted by the Planning and Code Administration Department for private contracting services. This action is consistent with the City's vision and commitment to housing, neighborhoods and The Community's City Center Plan.

Discussion:

Kathleen Maher, Planning Director, and Paul Fulk, Inspections Manager, spoke with the Mayor and Council on December 8, 2015, regarding Neighborhood Protection - Code Enhancement Recommendations. A portion of that memo addressed the abatement of high weeds and rubbish. The recommendation from that memo states "...the abatement of high weeds and rubbish to an in-house crew in Public Works" and "would require hiring one full-time maintenance worker in Public Works." Mayor and Council were receptive to the idea at that meeting.

Financial Impact:

Again, according to the Kathleen Maher and Paul Fulk memo of December 3, 2015 and as discussed at the December 8, 2015, Mayor and Council meeting, the memo states "our [Planning] department budgets \$120,000/year for private contractors to abate high weeds, rubbish..." and that "hiring one full-time maintenance worker in Public Work (annual outlay starting at \$33,173, including benefits), 1-3 seasonal workers in the spring and summer (annual outlay of approximately \$16,800 - \$50,400)..."

Recommendation:

Approval to increase positions in Public Works by one (1) full-time employee

Motion:

DATE: January 26, 2016

TOPIC: Catalyst Project #8: Authorization for One Additional Full Time Position to Support Our Neighborhoods Through Abatement of Weeds and Rubbish

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for the Mayor and Council to approve the addition of one (1) full-time Public Works Maintenance Worker position. This position is necessary to support our

neighborhoods through the abatement of weeds and rubbish violations. Funding for this position would be covered by the funds that would have otherwise been budgeted by the Planning and Code Administration Department for private contracting services. This action is consistent with the City's vision and commitment to housing, neighborhoods and The Community's City Center Plan.

Action Dates:

DATE OF PASSAGE: JANUARY 26, 2016
JANUARY 26, 2016

EFFECTIVE DATE:

ATTACHMENTS:

File Name

Description

Required_Motion_Adding_1_Full_Time_Employee_for_Abatement_Program.pdf

Motion Sheet for
approval of one (1)
full-time employee

Kathleen_Maher_memo_Dec_3__2015_on_abatement.pdf

Kathleen Maher
Dec. 3, 2015
memo titled
Neighborhood
Protection - Code
Enhancement
Recommendations

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: **Catalyst Project #8: Authorization for One Additional Full Time Position to Support Our Neighborhoods Through Abatement of Weeds and Rubbish**

Charter Amendment

Code Amendment

Ordinance

Resolution

✓ Other

MOTION: I hereby move for the Mayor and Council to approve the addition of one (1) full-time Public Works Maintenance Worker position. This position is necessary to support our neighborhoods through the abatement of weeds and rubbish violations. Funding for this position would be covered by the funds that would have otherwise been budgeted by the Planning and Code Administration Department for private contracting services. This action is consistent with the City's vision and commitment to housing, neighborhoods and The Community's City Center Plan.

DATE OF PASSAGE: JANUARY 26, 2016

EFFECTIVE DATE: JANUARY 26, 2016




CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development
Planning and Code Administration Division

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Kathleen A. Maher, Planning Director 
Paul Fulk, Inspections Manager

DATE: December 3, 2015

SUBJECT: Neighborhood Protection - Code Enhancement Recommendations

Staff will be present at the December 8th Mayor and City Council work session to make a presentation on recommended enhancements to Code Administration to provide better protection for our neighborhoods. These recommendations include code amendments for nuisance properties and property owners, an alternative plan for undertaking abatement of high weeds and rubbish, and funding for abatements related to repairs and demolition.

Code Amendments

In order to improve the City's ability to address nuisance properties and property owners, staff are recommending two amendments to the City Code:

1. **Demolition of Nuisance Properties** - Adopt a new chapter of the City Code entitled "Nuisance and Abandoned Property Abatement" intended to improve our process for gaining authority to demolish properties in situations where the value of required improvements would far exceed the value of the property. The proposed amendment is modeled on the City of Cumberland's code. In the proposed process, the City would file a declaratory judgement action in Circuit Court which leads to declaration of the property as a nuisance and grants the City the authority to demolish the property. The cost of the demolition would be liened on the tax bill. See attached draft ordinance.
2. **Habitual Offenders** - Amend Chapter 65, Habitual Offenders, to improve the City's ability to gain the attention of habitual offenders of our codes and hopefully improve their property management practices. It is recommended to allow offenses to come from additional chapters of the code (currently only the Property Maintenance Code applies) and to have payment of fines constitute a 'strike' and not just a guilty-in-court

determination. If a property owner reaches Habitual Offender status (three strikes in 24 months), violations become misdemeanor offenses and the offender has to show up in court when cited (rather than just pay the fine). Punishment is a fine up to \$1,000 or imprisonment not exceeding 90 days. See attached draft ordinance.

Abatement of High Weeds and Rubbish

Problem - The City currently has a contract with a private company to undertake abatements of high weeds and rubbish, as required to gain compliance with the property maintenance code. We have a contract with a second company for snow abatement work. The response time, quality of work, and billing by the high weeds and rubbish contractor are frequently the cause of complaint by neighborhood residents, the property owners, and City staff. In the past, we have had issues with abatements occurring 10-45 days after City direction to abate (the contract says 24 hours), work being unsatisfactory and needing a second trip by the contractor, bills being rather high for the work performed (although compliant with the contract), and bills being submitted weeks or months after the work was done and sometimes after the property has changed hands. We have not had any luck attracting bids from other contractors who might provide improved service on these issues on the high weeds and rubbish abatement work.

Recommendation - Staff recommend that we move the abatement of high weeds and rubbish to an in-house crew in Public Works starting in April (current contract ends in March). We recommend keeping abatement of snow to the second private contractor, since Public Works will be busy with snow removal in the tight timeframe when these issues arise. This change would improve response time on complaints regarding high weeds and rubbish, would give us direct control over the quality of the work performed, and would improve the speed with which billing occurs. The cost of the work would be billed to the property owner, but in some cases would likely end up as a lien on the tax bill.

Budgetary Impact - Currently, our department budgets \$120,000/year for private contractors to abate high weeds, rubbish, and snow. The recommended in-house plan for high weeds and rubbish would require hiring one full-time maintenance worker in Public Works (annual outlay starting at \$33,173, including benefits), 1-3 seasonal workers in the spring and summer (annual outlay of approximately \$16,800-\$50,400), and purchasing one truck (initial outlay of \$25,000). Public Works already has the necessary equipment to undertake the work.

Abatements Related to Repairs and Demolitions

Problem - Deteriorating or dilapidated structures are the frequent cause of complaint by property owners in our neighborhoods. The City currently does not have funds budgeted to address abatement for required repairs or demolitions and so does not undertake this work unless there is a life safety threat. When faced with complaints that are not a threat to public safety, the City works to gain compliance through notices and fines. This process is not only time consuming – can involve court action – but it can be unsuccessful in gaining compliance if

the owner only pays the fine. Our recourse in these situations is to start the citation process all over again.

Recommendation – Allocate funds to set up a new Abatements account to undertake repairs or demolitions on priority properties in our neighborhoods. In order to undertake the work, the City would need to go through the process to gain a court order. The cost of the work would be billed to the property owner, but in many cases would likely end up as a lien on the tax bill.

Budgetary Impact - It is anticipated that by the end of this fiscal year, our department will have billed approximately \$50,000 on the vacant structures program which had not been anticipated in the FY 2016 budget. We would recommend allocating those funds towards abatements for the balance of the fiscal year. The City's Community Development Manager believes \$50,000 of CDBG funds could be allocated in future budget years for this type of abatement work, although this is still being explored with HUD. For FY 2017, staff recommend allocating \$50,000 of CDBG funds, if permissible, and a matching amount of General Fund dollars for the new Abatement account.

Next Steps

Non-Traditional Housing - Staff plan to return to the Mayor and City Council in January or February with a report on how non-traditional housing (e.g., homeless shelters, residential care facilities, etc.) in the city is currently handled in terms of inspections by the City, State or other regulatory agencies for compliance with life safety and property maintenance codes. If our research reveals situations where improvement would be advisable, our presentation will include recommendations on any code amendments that may be required.

Attachments

c: Eric Deike, Public Works Director
Karen Paulson, Human Resources Director
Michelle Hepburn, Finance Director
Jill Frick, Director of DCED
Jon Kerns, Community Development Manager
Blaine Mowen, Chief Code Official
Gary Lambert, Programs Manager
Mark Boyer, City Attorney

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

Topic:

Acceptance of Wastewater Division Request for Grant Funding Through the MDE for I&I Remediation

Mayor and City Council Action Required:

Requested approval to move forward with the request for the MDE I&I Remediation Grant

Discussion:

Per the City of Hagerstown's Grant Management Policy, a submission of a grant request in excess of \$50,000.00 requires the approval of the Mayor and City Council.

The Wastewater Division request for grant funding through the MDE was identified in the 2015 Intended Use Plan. MDE has approved \$300,000 in grant funding for the Inflow and Infiltration Remediation Project identified through CIP 327 Collection System Rehabilitation, which was budgeted at \$400,000 and has a current balance of \$332,145. The proposed grant requires Wastewater Division matching funding of \$300,000 which can be accomplished through utilizing retained earnings in the Cash-Equity in Pooled Cash Fund currently at \$6.158M.

The Division, with the assistance of the Finance Department, will post a Request for Bid from qualified sewer rehabilitation contractor for the rehabilitation of approximately 4,500 feet of cured in place pipe lining, lateral reinstatement and rehabilitation, and various point repairs in the City's collection system. The proposed project will reduce excess flow that enters the Wastewater Treatment Plant and allow us to free up plant capacity for future growth. City Staff has prepared all of the necessary documentation and we are prepared to move forward with the project.

Financial Impact:

The proposed grant requires Wastewater Division matching funding of \$300,000 which can be accomplished through utilizing retained earnings in the Cash-Equity in Pooled Cash Fund currently at \$6.158M.

Recommendation:

Staff recommended approval

Motion:

DATE: January 26, 2016

TOPIC: Acceptance of Wastewater Division request for grant funding through the MDE

Charter Amendment	?
Code Amendment	?

Ordinance	?
Resolution	?
Other	!

MOTION: I hereby move that the Mayor and City Council approve the request to allow City Staff to move forward with the process required to secure grant funding for Inflow and Infiltration Remediation through the Maryland Department of the Environment in the amount of \$300,000.

Action Dates:

Regular Session 01/26/16

ATTACHMENTS:

File Name

Description

Wastewater_Division_Motion_for_MDE_I_I_Remediation_Grant_012616.doc

Wastewater Division
Motion for MDE I&I
Remediation Grant
012616

Wastewater_Division_Memo_for_MDE_I_I_Remediation_Grant_012616.doc

Wastewater
Division Memo for
MDE I&I
Remediation Grant
012616

Wastewater_Division_MDE_Funding_Letter_I_I_Remediation_012616.pdf

Wastewater Division
MDE Funding
Letter I&I
Remediation
012616

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: January 26, 2016

TOPIC: **Acceptance of Wastewater Division request for grant funding through the MDE**

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

MOTION: I hereby move that the Mayor and City Council approve the request to allow City Staff to move forward with the process required to secure grant funding for Inflow and Infiltration Remediation through the Maryland Department of the Environment in the amount of \$300,000.

DATE OF INTRODUCTION: 01/26/16
DATE OF PASSAGE: 01/26/16
EFFECTIVE DATE: 01/26/16

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

January 26, 2016

TO: Valerie Means, City Administrator

FROM: Michael S. Spiker, Director of Utilities *MSSpiker*

SUBJECT: Grant Funding for I&I Remediation

ACTION: Request Approval to finalize submission of MDE Grant Funding for I&I Remediation Project

Per the City of Hagerstown's Grant Management Policy, a submission of a grant request in excess of \$50,000.00 requires the approval of the Mayor and City Council.

The Wastewater Division request for grant funding through the MDE was identified in the 2015 Intended Use Plan. MDE has approved \$300,000 in grant funding for the Inflow and Infiltration Remediation Project identified through CIP 327 Collection System Rehabilitation, which was budgeted at \$400,000 and has a current balance of \$332,145. The proposed grant requires Wastewater Division matching funding of \$300,000 which can be accomplished through utilizing retained earnings in the Cash-Equity in Pooled Cash Fund currently at \$6.158M.

The Division, with the assistance of the Finance Department, will post a Request for Bid from qualified sewer rehabilitation contractor for the rehabilitation of approximately 4,500 feet of cured in place pipe lining, lateral reinstatement and rehabilitation, and various point repairs in the City's collection system. The proposed project will reduce excess flow that enters the Wastewater Treatment Plant and allow us to free up plant capacity for future growth. City Staff has prepared all of the necessary documentation and we are prepared to move forward with the project.

I will be available at the January 19th Preliminary Agenda Review to discuss issues related to the request.



MARYLAND DEPARTMENT OF THE ENVIRONMENT

1800 Washington Boulevard • Baltimore MD 21230

410-537-3000 • 1-800-633-6101 • www.mde.maryland.gov

Larry Hogan
Governor

Ben Grumbles
Secretary

Boyd Rutherford
Lieutenant Governor

July 22, 2015

Mr. Joseph W. Moss
Wastewater Operations Manager
City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740-6848

Re: SWQH.26.22
Hagerstown Collection System Rehabilitation-Phase 1A
Requirements for State Grant Funding
City of Hagerstown
Washington County

Dear Mr. Moss:

As you may already know, the project referenced above has been identified for up to \$300,000.00 in grant funding for Fiscal Year 2016 -- subject to the Maryland Board of Public Works approval and the submission of construction bids. To receive this full amount, the City needs to provide a local match equivalent to 50%, or \$300,000.00.

Since demand for grant funding is high and readiness to proceed to construction was a factor in the selection process, it is imperative that the project moves forward in an expeditious manner. Consequently, to ensure the timely use of grant funds, the following deadlines need to be met:

- **December 1, 2015:** Submittal of final biddable design documents to this office
- **February 2, 2016:** Bid opening
- **March 3, 2016 (or within 30 days of bid opening):** submittal of procurement package with recommendation to award
- **June 30, 2016:** start of construction

If this project is unable to meet the above schedule, then this office will have to re-allocate the funds.

We would also like to call your attention to the following programmatic requirements:

- The Conditions of Financial Assistance Award documents need to be signed and submitted.



Mr. Joseph W. Moss

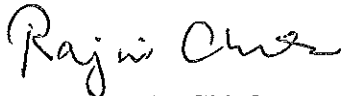
July 22, 2015

Page 2

- Architectural/engineering agreements and construction contracts must be procured in a competitive manner to be eligible for State grant funding. An attachment to this letter provides more details on requirements for architectural/engineering agreements.
- The design documents should be submitted to this office for review and approval prior to advertisement for bids.

We look forward to working with you on this important infrastructure project. Should you have any questions regarding the funding process, please call me at (410) 537-3770.

Sincerely,



Rajiv Chawla, Chief
Region I Project Management Division
Engineering & Capital Projects Program
Office of Budget & Infrastructure Financing

Enclosure

cc: Mehdi Majedi (ECPP)

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

CONDITIONS OF MDE GRANT AWARD

Project Name: _____

Project Number: _____

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

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



origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under program or activity for which the applicant received State grant.

21. The recipient is required to make good-faith efforts to utilize Minority and Women's Business Enterprises (M/WBE) to participate in procurements involving MDE state grant funds. This requirement applies to projects receiving any grant funding from the Bay Restoration Fund and projects receiving more than \$500,000 in any other MDE grant funding. Please visit MDE's website for guidance.
22. The recipient hereby certifies that all project activities will comply with the tax-exempt bond provisions of the Internal Revenue Code and would not constitute a change in use or private activity.
23. For drinking water and sewerage projects, the recipient certifies that the proposed project is consistent with and is included in an approved water and sewerage area as outlined in the County Water and Sewerage Plan adopted by the County governing body pursuant to §9-501, et seq., of the Environment Article.
24. For grant under the "Sewerage Supplemental Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.08 - Water Pollution Control Fund Construction Financial Assistance Regulations.
25. For grant under the "Nutrient Removal Cost-Share Programs", the recipient agrees to adhere to the provisions of the cost-share agreement and contribute local match for each phase of the project accordingly.
26. For grant under the "Water Supply Financial Assistance Program", the recipient agrees to adhere to the provisions of COMAR 26.03.09 - Water Supply Construction Financial Assistance Regulations, to provide salvage rights by the State upon default by the recipient and contribute at least 12.5% of the total eligible project cost as local match. Unless waived by the Department, all costs exceeding 5% of the original total grant/loan award or costs not authorized by the Department are the responsibility of the recipient. The Department may void the grant if construction has not commenced within 6 months of the award for construction and the recipient agrees to repay all funds with interest.
27. For grant under the "Stormwater Pollution Control Cost-Share Program", the recipient agrees to adhere to the provisions of COMAR 26.03.06, contribute at least 25% of total eligible project cost as local match, maintain the functions of the project for 15 years in the manner necessary to obtain the intended water quality benefits, and if requested by the Department, to grant the Department a security interest in any equipment or similar item purchased with State funds.
28. For grant under the "Small Creeks and Estuaries Restoration Cost-Share Program", recipient agrees to contribute at least 50% of the total eligible project cost as local match and maintain the functions of the project for its useful life in the manner necessary to obtain the intended water quality benefits. The total state grant is limited to a maximum of \$500,000 per project.
29. For Stormwater Pollution Control and Small Creeks and Estuaries Restoration Projects, the recipient shall require any successor to the land title/deed to be bound by the terms of the project, if the project is constructed on private property.
30. For grant under the Bay Restoration Fund Act and ENR Strategy, the recipient shall be required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, any regulations promulgated thereunder, and any applicable bond resolutions.
31. For grant under the Chesapeake and Atlantic Coastal Bays Nonpoint Source Fund, the recipient is required to comply with Subtitle 16 of Title 9 of the Environment Article of the Annotated Code of Maryland as applicable, and any regulations and directives promulgated thereunder.
32. At the completion of the construction of the project, the recipient agrees to submit, if appropriate to the project, a set of "as built" drawings certified by a professional engineer or a soil conservation district engineer.
33. The recipient agrees to submit a final claim for reimbursement of costs within sixty days of the Department's final inspection of the project.
34. The recipient agrees that the Department may deny any request for funds if the recipient fails to comply with any of the above conditions of financial assistance award.
35. The recipient agrees that the State Board of Public Works may terminate financial assistance upon the recommendation of the Department if the Department determines in its discretion that there is:
 - a. failure to perform without good cause; or
 - b. gross abuse or corrupt practices in the administration of the project; or
 - c. poor, non-standard, or unsafe construction procedures; or
 - d. failure to comply with any of the conditions of grant award or applicable State laws, regulations, or Departmental policies; or
 - e. failure to adhere with the approved project schedule.
36. The recipient agrees to repay the State (with interest, based on current bond rate and assessed from the date the said funds were received), on demand, any funds received that were misapplied (i.e., not expended in accordance with the terms of these conditions of grant award or applicable State laws, regulations and Departmental policies). In the event that the recipient fails to refund upon demand any misapplied funds, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the misapplied funds plus interest.
37. The recipient agrees to return, within 30 days of a written request by the Department, any excess funds received (i.e., total funding received from several funding sources exceeds 100% of project costs). In the event that the recipient fails to refund upon demand any excess funds released by the State, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the recipient) in an amount equal to the overpayment.
38. The recipient agrees to repay the State, immediately upon demand, the depreciated value (on a straight line basis) of the State grant, if the project assets are sold by a public entity or non-profit entity, to a for-profit entity anytime within 20-years of project completion.

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

Signature of Recipient's Authorized Representative

Date

Attested by: _____
(Name and Title)

Date: _____

MINIMUM FUNDING PARTICIPATION REQUIREMENTS FOR ENGINEERING SERVICES (A/E) CONTRACT

Except for Enhanced Nutrient Removal (ENR) and some jointly funded projects, payments for A/E services may not be processed by MDE until the bids for the construction contract are opened and the construction procurement package (aka Part B) is approved by MDE. The grant/loan recipient must ensure that the A/E contract meet the Minimum Funding Participation Requirements if s/he anticipates that the contract will be funded by MDE, even when actual reimbursements may occur later when funds are awarded. Contracts that do not meet the Minimum Funding Participation Requirements will not be funded even if they are eligible, and even if State funds are available.

The grant/loan recipient may request MDE review of the engineering contract to ensure that it meets the Minimum Funding Participation Requirements, even when the contract will not be funded immediately. The following items need to be part of the engineering contract:

1. Type of Contract (lump sum, cost plus fixed fee, etc.)
2. Documentation of the RFP or other competitive process. No new RFP is required if the planning engineer is continuing with the design, or if the design engineer is retained to provide only design services during construction.
3. Documentation of the MBE/WBE steps by both the grant/loan recipient and the selected engineer.
4. The scope and extent of the work to be performed
5. The time frame or schedule of performance
6. Cost breakdown (labor, overhead, profit, etc.)
7. Payment provisions including billing periods
8. Access to audit records clause
9. Extent of subcontracting

Grant/Loan Fund Limitations:

Grant and/or loan funding will be limited to the reasonable price as determined below:

Planning and Design Services:

Design Only % = $6.4761 \times (\text{Est. Const. Cost in \$M})^{-0.1211}$

Planning & Design % = $10.364 \times (\text{Est. Const. Cost in \$M})^{-0.1457}$

Construction Management, Inspection, and Design Services during Construction:

For construction cost less than \$10 million:

Construction Phase Services % = $14 - (0.62 \times \text{Const. Cost in \$M})$

For construction cost of \$10 million or more

Construction Phase Services % = 8%

After determining the reasonable price, A/E cost eligibility will be determined as follows:

$$\text{Eligible A/E Cost} = \text{Reasonable A/E Price} \times \left(\frac{\text{Eligible Construction Cost}}{\text{Total Construction Cost}} \right)$$

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

Topic:

Authorization to Apply for State Grant for George Washington Statue

Mayor and City Council Action Required:

Authorization to apply to the Maryland Heritage Area Program for a \$30,950 grant to match funds in hand for the proposed George Washington Statue Project downtown.

Discussion:

This project has been in the works for several years as fund raising continued. Prior committed funds include a grant from the Sons of the American Revolution and contributions from Washington County and the City of Hagerstown totaling \$30,950, plus in-kind site work by the County. Bids received in April 2015 exceeded funds in hand, so the project was tabled. The Maryland Heritage Area Program seems like a good source for a matching grant to help raise the necessary funds to implement the project.

Financial Impact:

No additional financial impact to the City than the \$15,000 already committed to the project in a prior year and carried forward.

Recommendation:

Approval of plan to apply for a grant from the Maryland Heritage Area Program for this project.

Motion:

I hereby move that the Mayor and City Council authorize staff to apply to the Maryland Heritage Area Program for a \$30,950 grant to match funds in hand for the proposed George Washington Statue Project downtown. Prior committed funds include a grant from the Sons of the American Revolution and contributions from Washington County and the City of Hagerstown.

Action Dates:

Motion to Proceed with Grant Application – January 26, 2016

Application deadline – February 26, 2016

ATTACHMENTS:

File Name

Description

Memo_Geo_Wash_Statue__1_19_26.pdf

Authorization to
Apply for State
Grant for George
Washington
Statue Project

MOTION_to_Apply_for_Grant_for_George_Washington_Statue_1_26_16.pdf

Authorization to
Apply for State
Grant for George
Washington
Statue Project




CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: January 14, 2016

SUBJECT: Authorization to Apply for State Grant for George Washington Statue

Mayor and City Council Action Requested

Authorization to apply to the Maryland Heritage Area Program for a \$30,950 grant to match funds in hand for the proposed George Washington Statue Project downtown.

Discussion

This project has been in the works for several years as fund raising continued. Prior committed funds include a grant from the Sons of the American Revolution and contributions from Washington County and the City of Hagerstown totaling \$30,950, plus in-kind site work by the County. Bids received in April 2015 exceeded funds in hand, so the project was tabled. The Maryland Heritage Area Program seems like a good source for a matching grant to help raise the necessary funds to implement the project.

Financial Impact

No additional financial impact to the City than the \$15,000 already committed to the project in a prior year and carried forward.

Staff Recommendation

Approval of plan to apply for a grant from the Maryland Heritage Area Program for this project.

Motion

I hereby move that the Mayor and City Council authorize staff to apply to the Maryland Heritage Area Program for a \$30,950 grant to match funds in hand for the proposed George Washington

Statue Project downtown. Prior committed funds include a grant from the Sons of the American Revolution and contributions from Washington County and the City of Hagerstown.

Action Dates

Motion to Proceed with Grant Application – January 26, 2016

Application deadline – February 26, 2016

c: Stephen R. Bockmiller, Zoning Administrator/Development Review Planner
Michelle Hepburn, Finance Director

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: **Authorization to Apply for State Grant for George Washington
Statue Project**

Charter Amendment

Code Amendment

Ordinance

Resolution

Other X

MOTION: I hereby move that the Mayor and City Council authorize staff to apply to the Maryland Heritage Area Program for a \$30,950 grant to match funds in hand for the proposed George Washington Statue Project downtown. Prior committed funds include a grant from the Sons of the American Revolution and contributions from Washington County and the City of Hagerstown.

DATE OF INTRODUCTION: 1/26/16

DATE OF PASSAGE: 1/26/16

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

Topic:

Approval of a Memorandum of Understanding with Washington County Narcotics Task Force

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Narcotics_Task_Force.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: Approval of an Agreement with the Washington County Narcotics Task Force

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

MOTION: I hereby move for Mayor and Council approval of a Memorandum of Understanding with the Washington County Narcotics Task Force. The Washington County Narcotics Task Force provides investigative services to the City of Hagerstown and Washington County. These investigations are in the area of illegal drug dealing, trafficking, and gang related crimes.

As part of the Memorandum of Understanding, the Hagerstown Police Department assigns 1 sergeant and 4 police officers to this investigative group, as staffing allows investigating cases both in the City and County. The County provides the same number of officers along with an Intelligence Analyst and 3 office associates.

The Narcotics Task Force is required to update their MOU every few years. This is the revised MOU, it is consistent with our current practices in this area, and has further been reviewed by the City Attorney, Mr. Boyer, who is satisfied with the agreement.

DATE OF INTRODUCTION: N/A

DATE OF PASSAGE: January 26, 2016

EFFECTIVE DATE: January 26, 2016

2015 AGREEMENT CREATING AND GOVERNING THE
WASHINGTON COUNTY NARCOTICS TASK FORCE

THIS AGREEMENT (*Agreement*) made this ____ 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

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

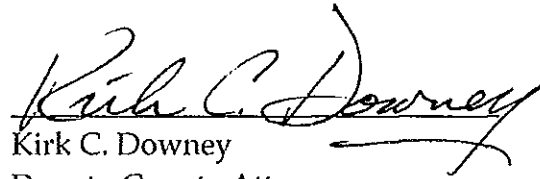
WITNESS:

Charles Strong
State's Attorney for Washington County,
Maryland

Douglas Mullendore
Sheriff for Washington County,
Maryland

Paul J. Kifer
Acting Chief of Police for the
City of Hagerstown

Approved for execution
by the County:

A handwritten signature in cursive script, reading "Kirk C. Downey". The signature is written in dark ink and is positioned above the printed name and title.

Kirk C. Downey
Deputy County Attorney

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

Topic:

Approval of Purchase of Fire Gear from Witmer Public Safety Group (Williamsport, MD)
\$138,581.40

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_Gear.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: Approval of Purchase of Fire Gear from Witmer Public Safety Group

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

MOTION: I hereby move for Mayor and Council approval of the purchase of protective fire gear for firefighters from Witmer Public Safety Group (Williamsport, Maryland) for \$ 138,581.40. Funding is from the Federal Emergency Management Administration Grant (FEMA) that was awarded to the Hagerstown Fire Department in the amount of \$ 153,637.00.

DATE OF PASSAGE: 01/26/2016

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

Originating Department:	Fire	By:	Steve Lohr, Fire Chief
Account Number:	0112001	Account / Project Name:	5571
Budget Amount:	21,000.00	Account Balance:	14,721.00
		Year:	16
Unbudgeted \$:	0.00	Source of Funds:	FEMA Grant (\$153,637.00)
			CIP Control No.

Quantity	Description	Value
65	Lion Armor AP V-Force Personal Protective Equipment	135,886.40
	(coat, pants, suspenders)	

TOTAL VALUE OF PROJECT: \$135,886.40

ABOVE TO BE USED FOR:

Replace expiring/worn and tattered - Personal Protective Equipment (turnout gear)

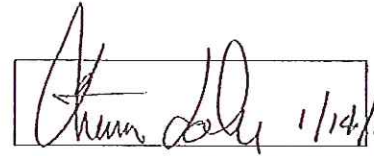
Recommended Vendor:

Business Name:	Wiltmer Public Safety Group
Address:	416 Conococheague Street
City, State:	Williamsport, Maryland
Bid/Proposal/Quote No.:	State of New Jersey FF Protective Clothing and Equipment contract T-0790

[illegible]

(1) Department Manager

APPROVED AS SUBMITTED


Signature / Date 1/14/2016

(2) Purchasing Agent:

Recommend approval.


Signature / Date 1/15/16


(3) Finance Manager:

Recommend approval. Funding is from the FEMA grant awarded.


Signature / Date 1/15/16

(4) City Administrator's Recommendation:

Recommend approval


Signature / Date 1/15/16

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of January 19, 2016**

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

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 0112001 Account / Project Name: 5571
Budget Amount: 21,000.00 Account Balance: 14,721.00 Year: 16 CIP Control No. _____
Unbudgeted \$: 0.00 Source of Funds: FEMA Grant (\$153,637.00)

Quantity	Description	Value
35	Lion Commander Ace Structural Fire Gloves	2,695.00

TOTAL VALUE OF PROJECT: 2,695.00

ABOVE TO BE USED FOR:

Replace expiring/worn and tattered – Personal Protective Equipment – Structural Fire Gloves

Recommended Vendor:

Business Name: Witmer Fire Safety Group, Inc
Address: 416 Conococheague Street
City, State: Williamsport, Maryland
Bid/Proposal/Quote No.: B1602.16

OTHER VENDORS:

Firm	City/State	Total Amount
Maryland Fire Equipment Corp	Rockville, Maryland	2430.00
Municipal Emergency Services, Inc	Lanham, Maryland	2464.50
Matheny Fire & Equipment	Hagerstown, Maryland	1867.50

(1) Department Manager

Approved As Submitted

Steven E. Joke

1-14-2016
Signature / Date

(2) Purchasing Agent:

Recommend approval.

Michelle Hepler

Signature / Date

1/15/16

(3) Finance Manager:

Recommend approval. Funding is from the FOMR grant awarded.

Michelle Hepler

Signature / Date

1/15/16

(4) City Administrator's Recommendation:

Recommended Approval

Valerie A. Meany

Signature / Date

1/15/16

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

Topic:

Approval of Hagerstown Suns Fireworks Schedule for 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Suns_Fireworks.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: Approval of Hagerstown Suns Fireworks Schedule for 2016

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

MOTION: I hereby move that Mayor and Council approve eight (8) fireworks shows after Hagerstown Suns baseball games during the 2016 season and that the Mayor and Council's approval will exempt these eight shows from the City of Hagerstown's Noise Ordinance under section 155-5 of the Code of the City of Hagerstown.

DATE OF PASSAGE: 1/26/2016

Attachment: Calendar



HAGERSTOWN SUNS Schedule of Events 2016

LAST REVISION: 1/20/16

SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT
APRIL							MAY							JUNE						
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
JULY							AUGUST							SEPTEMBER						
					1	2														
3	4	5	6	7	8	9		1	2	3	4	5	6					1	2	3
10	11	12	13	14	15	16	7	8	9	10	11	12	13	4	5	6	7	8	9	10
17	18	19	20	21	22	23	14	15	16	17	18	19	20	11	12	13	14	15	16	17
24	25	26	27	28	29	30	21	22	23	24	25	26	27	18	19	20	21	22	23	24
31							28	29	30	31				25	26	27	28	29	30	
SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT	SUN	MON	TUE	WED	THU	FRI	SAT

LEGEND:

 = Hagerstown Suns home game

 = After game fireworks

DWG 08-217-001



City Administrator

1/18/16

Mayor and Council

City Administrator and Mayor and Council,

The Hagerstown Suns are requesting the following dates for their fireworks shows;

May 13, 2016	July 3, 2016
May 27, 2016	July 22, 2016
June 10, 2016	August 12, 2016
June 17, 2016	August 26, 2016

The Hagerstown Suns request an exemption to the noise ordinance for those dates. The Hagerstown Suns will work with the Fire Marshall to ensure all permits are obtained.

Thank you for your continued support of Minor League Baseball in Hagerstown.

Respectfully,

R.E.Bruchey II

Dir. of Community Services

Hagerstown Suns

cc

Rodney Tissue, City Engineer

Doug Dehaven, Fire Marshall

Municipal Stadium
274 E. Memorial Blvd.
Hagerstown, MD 21740

HAGERSTOWN SUNS
CLASS-A AFFILIATE OF THE  WASHINGTON NATIONALS

301 791 6266
fax • 301 791 6066
hagerstownsuns.com

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

Topic:

Approval of Funding for a Community Coalition Lobbyist

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Coalition.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: January 26, 2016

TOPIC: Approval of Funding for a Community Coalition Lobbyist

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

MOTION: I hereby move for Mayor and Council authorization of the expenditure of \$5,000.00 from the General Fund in order to contribute toward hiring John Favazza with the firm of Manis, Canning & Associates, as the Community Coalition Lobbyist. Other partners include the Chamber of Commerce, CHIEF, the Greater Hagerstown Committee, Convention & Visitors Bureau, Washington County Public Schools and the Washington County Free Library.

DATE OF PASSAGE: 01/26/2016