

Mayor and Council

91st Special Session, Work Session and Executive Session

May 17, 2016

Agenda

*"A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods."
"Providing the most efficient and highest-quality services as the municipal location of choice for all customers."*

"Money is only a tool. It will take you wherever you wish, but it will not replace you as the driver." - *Ayn Rand*

EXECUTIVE SESSION

3:00 PM 1. Executive Session

4:00 PM SPECIAL SESSION

1. Citizen Comments
2. Approval of an Ordinance: Tax Rates Beginning July 1, 2016
3. Approval of an Ordinance: Budget FY 2016-2017
4. Approval of an Application/Permit for Bona Fide Entertainment Event - May 20, 2016 - Maryland Theatre Wind Down Series

4:00 PM WORK SESSION

- 4:20 PM** 1. Proclamation: National Kids to Park Day - *Junior Mason, Parks and Recreation Manager, and Amy Riley, Recreation Coordinator*
- 4:25 PM** 2. Preservation Awards - *Stephen Bockmiller, Zoning Administrator*
- 4:40 PM** 3. Preliminary Agenda Review
- 4:50 PM** 4. Proposed Park at 806 West Washington Street - *Rodney Tissue, City Engineer*
- 5:00 PM** 5. FY17 Add-on: Second Pierce Aerial Truck - Atlantic Emergency Solutions - *Fire Chief Steven Lohr*
- 5:15 PM** 6. Red Light Camera Information - Verbal Update - *Acting Police Chief Paul Kifer*
- 5:30 PM** 7. Local Conversion Overlay - 400 Jonathan Street - *Alex Rohrbaugh, Planner*
- 5:40 PM** 8. Proposed Vietnam Memorial - *Rodney Tissue, City Engineer, and Jim Kline, Joint Veterans Council*
- 5:50 PM** 9. Kiwanis Park: Memorandum of Understanding (MOU) Regarding the Saylor House - *Rodney Tissue, City Engineer, and Representatives of the Washington County Historical Trust (WCHT)*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

Executive Session

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Citizen Comments

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Approval of an Ordinance: Tax Rates Beginning July 1, 2016

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Ordinance_-_Tax_Rates.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 17, 2016

TOPIC: Approval of an Ordinance: Tax Rates Beginning July 1, 2016

Charter Amendment

Code Amendment

Ordinance

Resolution

Other

____X____

MOTION:

I hereby move that an Ordinance be approved as introduced May 10, 2016 to establish the City's tax rates for the fiscal year July 1, 2016 through June 30, 2017 on the basis of \$0.913 per \$100 of assessed value of all real property and \$2.283 per \$100 of assessed value of all business personal property within the City of Hagerstown. These rates reflect no change from the current year rates per \$100 of assessed value for real property and business personal property.

DATE OF INTRODUCTION: 05/10/2016

DATE OF PASSAGE: 05/17/2016

EFFECTIVE DATE: 07/01/2016

ORDINANCE No.

**ESTABLISHING THE TAX RATES
FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017
CITY OF HAGERSTOWN, MARYLAND**

Pursuant to the Charter of the City of Hagerstown and the general public laws of the State of Maryland, the legislative body of the City of Hagerstown is charged with establishing tax rates; and the Mayor and Council, as the duly constituted legislative body for the City of Hagerstown has complied with all the provisions of the Annotated Code of the State of Maryland, the Charter of the City of Hagerstown and all other applicable laws in reference to establishing said tax rates.

NOW, THEREFORE, BE IT RESOLVED, ENACTED and ORDAINED by the Mayor and Council of the City of Hagerstown, that the tax rates for the City for the taxable levy year from July 1, 2016 through June 30, 2017, is hereby established as follows:

- A. All real property is hereby levied and chargeable on the basis of **\$0.913** per \$100 based on the assessed value of said properties as required by the Charter of the City of Hagerstown, the Maryland Constitution, and the Annotated Code of Maryland.
- B. All business personal property, except as otherwise provided for by Ordinance 98-04 entitled *ORDINANCE ESTABLISHING THE ASSESSMENT LEVY FOR THE PERSONAL PROPERTY CATEGORIES OF MANUFACTURING MACHINERY & EQUIPMENT, COMMERCIAL INVENTORY AND MANUFACTURING INVENTORY for the CITY OF HAGERSTOWN, MARYLAND for the FISCAL YEAR JULY 1, 1998 and Thereafter*, is hereby levied and chargeable on the basis of **\$2.283** per \$100 based on the assessed value of said properties as required by the Charter of the City of Hagerstown, the Maryland Constitution, and the Annotated Code of Maryland.
- C. Taxpayers who pay the taxes referred to herein, between the period of July 1, 2016 up to and including July 31, 2016, shall be entitled and are hereby granted a one quarter of one percent (1/4%) discount on the amount of said tax. Any property tax levy assessed and invoiced after September 30, 2016 shall be and is hereby granted a period of thirty (30) days from the invoice date to pay without additional interest or penalty.
- D. A semiannual payment plan for all real property is established in accordance with state law. Any taxpayer who makes an election to pay taxes on a semi-annual payment plan shall pay a service charge on and with the second installment based on the amount deferred.

BE IT FURTHER ORDAINED that the effective date of the tax rate established herein is July 1, 2016 and shall govern for the period set forth.

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

David S. Gysberts, Mayor

Donna Spickler, City Clerk

Date of Introduction: *May 10, 2016*
Date of Passage: *May 17, 2016*
Effective Date: *July 1, 2016*

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

Topic:

Approval of an Ordinance: Budget FY 2016-2017

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Ordinance_-_Budget.pdf

Description

Motion

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 17, 2016

TOPIC: Approval of an Ordinance: Budget FY 2016/17

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

MOTION:

I hereby move for the approval of an ordinance as introduced May 10, 2016 to adopt the City's budget for fiscal year July 1, 2016 through June 30, 2017 in the total amount of \$128,680,469.

DATE OF INTRODUCTION: 05/10/2016
DATE OF PASSAGE: 05/17/2016
EFFECTIVE DATE: 07/01/2016

ORDINANCE No.

**ESTABLISHING THE BUDGET FOR
FISCAL YEAR JULY 1, 2016 TO JUNE 30, 2017
CITY OF HAGERSTOWN, MARYLAND**

Pursuant to the Charter of the City of Hagerstown, the City Council is required to adopt a budget providing a complete financial plan for the budget year, with estimates of anticipated revenues and proposed expenditures for the coming year. The Charter further requires that the total anticipated revenues shall equal or exceed the total of the proposed expenditures.

In accordance with the provisions of the City Charter, Article VII, Finance, the City Administrator submitted a proposed budget to the Mayor and Council not less than ninety days before the beginning of the fiscal year, and a public hearing was held on May 10, 2016 after eighteen days' notice in a newspaper of general circulation.

NOW, THEREFORE BE IT RESOLVED, ENACTED and ORDAINED by the Mayor and Council of the City of Hagerstown, that the budget for the City for the fiscal year beginning July 1, 2016 and ending June 30, 2017, is hereby established as follows:

Category	Proposed FY17 Budget	As Revised By Mayor and Council
General Fund	\$ 42,297,593	\$ 42,297,593
Community Development Block Grant Fund	1,272,058	1,272,058
Other Special Revenue Funds	1,298,731	1,298,731
General/Capital Improvement Projects	13,582,815	13,582,815
Total Government Funds	58,451,197	58,451,197
Electric Fund	25,403,039	25,403,039
Water Fund	15,676,181	15,676,181
Wastewater Fund	16,686,313	16,686,313
Parking Fund	923,430	923,430
Golf Fund	457,356	457,356
Property Management Fund	1,042,014	1,042,014
Total Enterprise Funds	60,188,333	60,188,333
Service & Trust Funds	10,040,939	10,040,939
Total Combined Uses of Funds	\$ 128,680,469	\$ 128,680,469

BE IT FURTHER ORDAINED that the effective date of the budget established herein is July 1, 2016 and shall govern for the period set forth.

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

(SEAL)

David S. Gysberts, Mayor

Donna Spickler, City Clerk

Date of Introduction: *May 10, 2016*
Date of Passage: *May 17, 2016*
Effective Date: *July 1, 2016*

Record and return to: Donna Spickler, City Clerk
City Hall, Room 200
One East Franklin Street
Hagerstown, MD 21740

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

Topic:

Approval of an Application/Permit for Bona Fide Entertainment Event - May 20, 2016 - Maryland Theatre Wind Down Series

Mayor and City Council Action Required:

Discussion:

Staff seek approval of the attached Application/Permit from the Maryland Theatre for the Special Class C Street Festival License for the Wind Down Friday events with the dates of May 20.

Attached is the Maryland Theatre's Application for this Bona Fide Entertainment event. If approved by the Mayor and City Council, it will go to the Liquor Board for review and final approval.

Background

The newly created Special Class C Street Festival License was created to promote a more inclusive business opportunity during downtown events. With this new license, a bona fide non-profit organization can host a street-type festival where a single cup can be filled with alcoholic beverages from any participating establishment with a valid liquor license within a controlled, designated area. The events must occur in the Arts & Entertainment District. For instance, in the case of Wind Down Fridays, the first block of South Potomac Street is the designated area, blocked to traffic and monitored by police. The Maryland Theatre can apply for this Special Class C Street Festival License since it is a bona fide non-profit organization. The Theatre will fill out the updated Application, naming the establishments participating in the event. With approval from the Mayor and City Council, the application is then reviewed by the Board of License Commissioners (also known as the Liquor Board), who will also have its own application for the Theatre to complete. If approved by the Liquor Board, a Special Class C Street Festival License is granted. During the event, the Maryland Theatre sells designated cups to patrons which can be filled at the Theatre or any of the other participating establishments. This new license requires that the participating establishments must now be listed.

If the Maryland Theatre is not granted a Special Class C Street Festival License by the Liquor Board, then the Wind Down events will be held as previously approved by the Mayor and City Council.

At the 2/23/16 Regular Session, the Mayor and City Council approved the Street Closure and approved the Open Containers Law Exemption for Special Events for the Wind Down Friday events with the 2016 dates of May 20.

Financial Impact:

Recommendation:

Motion:

Action Dates:

Date of Approval: May 17, 2016

ATTACHMENTS:

File Name

MCC_BonaFide_Application_Permit_051716.pdf

051716_MCC_Packet_MD_Theatre_Wind_Down_May_20.pdf

Description

MOTION for approval

Memo & Application Permit
052016 evebt

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: May 17, 2016

TOPIC: Approval of an Application/Permit for *Bona Fide* Entertainment Event
– May 20, 2016

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

MOTION: I hereby move for Mayor and Council approval to authorize the attached Application/Permit for *Bona Fide* Entertainment Event in Hagerstown Arts & Entertainment District on Friday, May 20, 2016 from 6:00 p.m. to 9:00 p.m.

This action is in addition to the Mayor & Council approval on February 23, 2016 which authorized the original street closure of the first block of South Potomac Street for the Wind Down Friday musical event operated by The Maryland Theatre.

DATE OF PASSAGE: 05/17/2016



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

TO: Valerie Means, City Administrator
FROM: Jill Frick, Director of Community & Economic Development
DATE: May 11, 2016
SUBJECT: Street Festival Liquor License

A handwritten signature in blue ink, likely belonging to Jill Frick, is written over the "FROM:" line.

Staff seek approval of the attached Application/Permit from the Maryland Theatre for the Special Class C Street Festival License for the Wind Down Friday events with the dates of May 20.

Attached is the Maryland Theatre's Application for this Bona Fide Entertainment event. If approved by the Mayor and City Council, it will go to the Liquor Board for review and final approval.

If the Maryland Theatre is not granted a Special Class C Street Festival License by the Liquor Board, then the Wind Down events will be held as previously approved by the Mayor and City Council.

At the 2/23/16 Regular Session, the Mayor and City Council approved the Street Closure and approved the Open Containers Law Exemption for Special Events for the Wind Down Friday events with the 2016 dates of May 20.

Background

The newly created Special Class C Street Festival License was created to promote a more inclusive business opportunity during downtown events. With this new license, a bona fide non-profit organization can host a street-type festival where a single cup can be filled with alcoholic beverages from any participating establishment with a valid liquor license within a controlled, designated area. The events must occur in the Arts & Entertainment District. For instance, in the case of Wind Down Fridays, the first block of South Potomac Street is the designated area, blocked to traffic and monitored by police. The Maryland Theatre can apply for this Special Class C Street Festival License since it is a bona fide non-profit organization. The Theatre will fill out the updated Application, naming the establishments participating in the event. With approval from the Mayor and City Council, the application is then reviewed by the Board of License Commissioners (also known as the Liquor Board), who will also have its own application for the Theatre to complete. If approved by the Liquor Board, a Special Class C Street Festival License is granted. During the event, the Maryland Theatre sells designated cups to patrons which can be filled at the Theatre or any of the other participating establishments. This new license requires that the participating establishments must now be listed.

Attachment: MD Theatre Special Class C Street Festival Permit Application: Wind Down Friday
2016 Event Dates: May 20

c: Jason Morton, City Attorney

APPLICATION/PERMIT
for
***Bona Fide* Entertainment Event in**
Hagerstown Arts & Entertainment District

The undersigned does hereby make application to the City of Hagerstown, Maryland, for the non-exclusive use of City property/facilities for the purposes of conducting a *bona fide* Entertainment Event in the Arts & Entertainment District, more particularly described as follows:

The unit block of South Potomac Street, Hagerstown, MD

on the 20th day of May, 2016 from 6:00 p.m. to 9:00 p.m.

The Applicant represents that it is a *bona fide* not-for-profit club, society, association, or organization with corporate existence (corporation, charitable trust, foundation, etc.) but *not* an unincorporated association, on whose behalf this application is being made and permit granted.

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

The Maryland Theatre Association, Inc. will be holding Wind Down Friday in the cordoned area of the unit block of south Potomac Street, as described above. Together with the participants listed in Attachment no. 1, The Maryland Theatre Association, Inc. will be selling alcoholic beverages to persons in this area who are of legal drinking age and nonalcoholic beverages to all patrons and no other purposes.

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

Applicant Name: The Maryland Theater Association, Inc.
Applicant Address: 21 South Potomac Street, Hagerstown, MD 21740

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

The undersigned signatory, on behalf of the Applicant, agrees that it shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and application (See Attachment A).
2. Abide by all Statutes, Acts, Ordinances, and Regulations (*including but not limited to the Special Class C Street Festival License Regulations promulgated by the Board of License Commissioners*) applicable to the use of the area.
3. Obtain all necessary permits, licenses (*including but not limited to a Special Class C Street Festival License*), or any other matters required in connection with the function and/or use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits, demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.

4. Provide the names and addresses of all beverage licensees located in the Arts & Entertainment District in addition to the Applicant who shall participate in the Bona Fide Entertainment Event ("Additional Licensees"), which shall be set forth on Exhibit 1.
5. Shall serve only beer or wine for transporting and consumption in the designated area and to and from the premises of Additional Licensees and only (1) in the designated container unique to the event sold or otherwise distributed by the Applicant; and (2) only to persons wearing the wristband distributed by the Applicant.
6. Agrees that all Additional Licensees shall serve only beer or wine for transporting and consumption off premises and only (1) in the designated container unique to the event sold or otherwise distributed by the Applicant; and (2) only to persons wearing the wristband distributed by the Applicant.
7. Shall furnish and does furnish upon the execution of this application and agreement, certificates of insurance with coverage adequate within the absolute discretion of the City. The Applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured on a two million dollar (\$2,000,000) policy of insurance. The Applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described, and shall sign the attached Hold Harmless Agreement.
8. Shall ensure that the premises be vacated by the Applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
9. Agrees that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this Application/Permit and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments, the terms set forth in the Application/Permit shall govern and prevail.

Date: May 5, 2016

Name of Applicant: The Maryland Theatre Association, Inc.

By: 

Jessica Green, Executive Director

Address: 21 South Potomac Street, Hagerstown, MD 21740

Telephone: 301-790-2000

ACCEPTANCE

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

CITY OF HAGERSTOWN, MARYLAND

By: _____

Attachment no. 1 to
APPLICATION/PERMIT for
***Bona Fide* Entertainment Event in**
Hagerstown Arts & Entertainment District

All beverage licensees in addition to the Applicant who shall participate in the *Bona Fide* Entertainment Event:

Licensee no. 1: 28 South

Resident Agent: E Jay Zuspan III

Resident Agent telephone: 240-291-8747

Location & phone of establishment: 28 S. Potomac St. Hagerstown, MD 21740 240-347-4932

Licensee no. 2: Bulls and Bears

Resident Agent: Don Bowman

Resident Agent telephone: 301-582-1555

Location & phone of establishment: 38 S. Potomac St. Hagerstown, MD 21740 301-791-0370

Licensee no. 3: Zepheira Sports Bar

Resident Agent: Hamada Abu Ziyad

Resident Agent telephone: 240-347-4598

Location & phone of establishment: 9 S. Potomac St Hagerstown MD, 21740 240-347-4598

Attachment no. 2 to

**APPLICATION/PERMIT for
Bona Fide Entertainment Event in
Hagerstown Arts & Entertainment District**

CITY OF HAGERSTOWN HOLD HARMLESS AGREEMENT

Applicant: The Maryland Theatre Association, Inc.
Event/Use: Wind Down Friday
Location: Unit Block of South Potomac Street
Date of Use: May 20, 2016

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

Witness: _____

Maryland Theatre Association, Inc.

Applicant



By Jessica Green, Executive Director

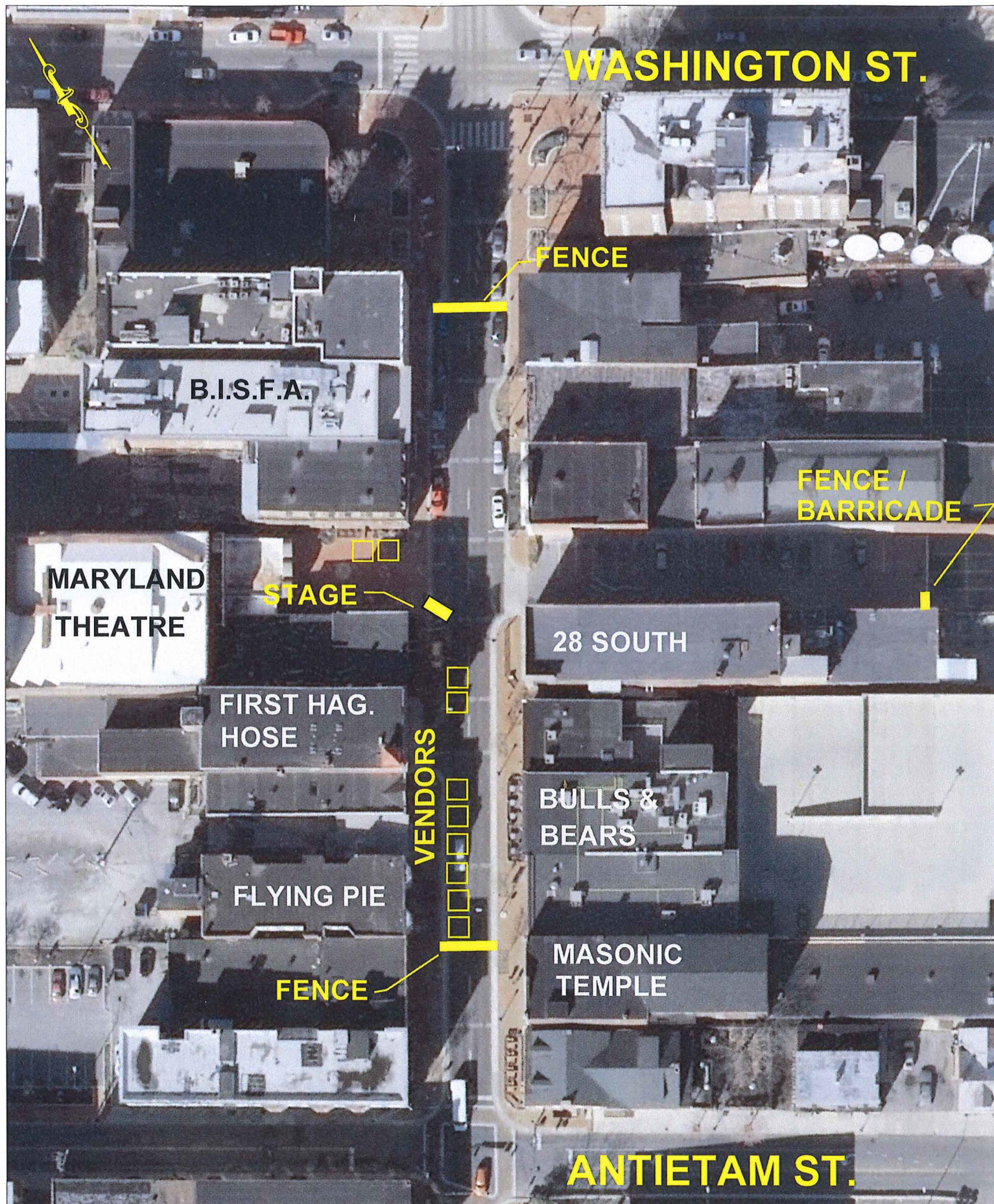
Date: May 5, 2016

21 South Potomac Street
Street

Hagerstown, MD 21740
City, State, Zip

301-790-2000
Telephone

Return to: Jill Frick
City of Hagerstown
Elizabeth Hager Center
14 North Potomac St., Suite 200A
Hagerstown, MD 21740
(301) 739-8577



**PROPOSED LAYOUT
FOR
WIND DOWN FRIDAY**

LAST REVISED: 9/16/14



MARYTHE-01

CLB

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/12/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wright Gardner Insurance, Inc. 100 West Antietam Street Hagerstown, MD 21740	CONTACT NAME: PHONE (A/C, No, Ext): 1 (301) 733-1234 FAX (A/C, No): 1 (301) 733-5821 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Fireman's Fund Insurance Co. NAIC # 21873 INSURER B: Hartford Insurance Company of Midwest 37478 INSURER C: CNA Commercial Insurance 20443 INSURER D: INSURER E: INSURER F:
INSURED Maryland Theatre Association, Inc Maryland Theatre Association, Inc 21 S. Potomac Street Hagerstown, MD 21740	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		MXG80960921	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CGU48809784	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		30WECDO6582	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	D&O			425659406	02/01/2015	02/01/2017	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: Wind Down: May 20th, June 10th, July 15th, August 12th, September 30th and October 21st.

When required by written contract the City of Hagerstown is an additional insured per the attached form.

CERTIFICATE HOLDER

CANCELLATION

CITY OF HAGERSTOWN One East Franklin Street Hagerstown, MD 21740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>F. Christian Wright</i>
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MultiCover^{fi} - CG 71 58 12 07

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:

- a. There is no other similar insurance available to that organization; and
- b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
- c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

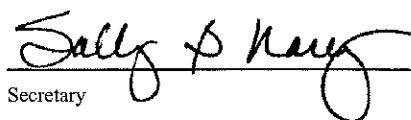
2. Additional Insured

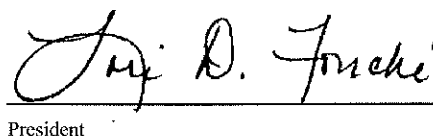
SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
- (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is held liable occurs subsequent to the execution of such **insured contract**;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the **Fireman's Fund Insurance Companies**[®] as named in the policy


Secretary


President

(3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;

(4) Such person or organization is an insured only with respect to:

(a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(b) Your ongoing operations performed for that insured;

(c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;

(d) The maintenance, operation or use by you of equipment leased to you by such person or organization;

(e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**;

(5) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:

(a) Which takes place at a particular premises after you cease to be a tenant of that premises;

(b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on

behalf of the additional insured at the site of the covered operations, has been completed;

(c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;

(d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;

(6) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;

(b) Supervisory, inspection, architectural, or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

3. **Additional Insured - Vendors**

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(1) The insurance afforded the vendor does not apply to:

- (a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) **Bodily injury or property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering

into, accompanying or containing such products.

However, if an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

4. **Additional Insured - Limited Primary and Non-contributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover ^{fl} endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance. This provision does not apply to other insurance to which such additional insured has been added as an additional insured.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

- 8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
 - b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 120 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 120 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1. Rented to you;
- 2. Temporarily occupied by you with the permission of the owner; or
- 3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. **SECTION III - LIMITS OF INSURANCE**, item 6., is deleted and replaced by the following:

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit shown

in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. **SECTION V - DEFINITIONS**, 9. **Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

- (a) How, when and where the **occurrence** or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. Non Employment Discrimination Liability

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- s. **Discrimination**, if insurance thereof is prohibited by law; or
- t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**

21. Medical Payments

Unless COVERAGE C MEDICAL PAYMENTS, or the **products-completed operations hazard** has been excluded from this policy the following applies:

- A. SECTION 1 - COVERAGES, COVERAGE C MEDICAL PAYMENTS, 2. Exclusions, item f., is deleted and replaced by the following:

- f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

- B. Section 1 - COVERAGES, COVERAGE C MEDICAL PAYMENTS, is amended to include item 3. as follows:

- 3. Limit of Insurance

The Medical Expense Limit of Insurance shall be the greater of:

- a. \$20,000 Any One Person; or
- b. The amount shown in the Declarations.

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

Topic:

Proclamation: National Kids to Park Day - *Junior Mason, Parks and Recreation Manager, and Amy Riley, Recreation Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Preservation Awards - *Stephen Bockmiller, Zoning Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Proposed Park at 806 West Washington Street - *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

West_Washington_Street_1.pdf

806_west_washington_street.pt_2_of_2.pdf

Description

Memo

Proposed Park at 806 West
Washington Street



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 12, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Proposed Park at 806 West Washington Street

1. Background

As a follow-up to our November 3, 2015 discussion regarding the concept and public input for this park, staff is prepared to recommend we move forward with the construction based on the information contained herein. In January of 2015, the City Council approved the acquisition of the property at 806 West Washington Street for "...the creation of a public park or open space". The purpose of this acquisition is to improve the livability of the immediate neighborhood, add open space, and to remove the blighting influence of the lot being vacant since the former market burned in 1998.

2. Mayor & Council Action Requested

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

- A. Review the plan and proposed park features
- B. Approve the purchase of the play equipment
- C. Authorize staff to proceed with the construction and the expenditure of funds
- B. Approve the theme and name for the park.

3. Discussion

- A. **Concept** – Attached you will find the final design (based on the concept prepared by our landscape architect) based on the public input at two meetings in 2015. The final concept is an interactive-based neighborhood park that incorporates children's play elements, art, shade, and a small gathering area.
- B. **Park Name** – Currently we are using a working name of "West Washington Street Park", but that is not a satisfactory name. Staff is seeking a name approved by the consensus of the Council but we suggest naming the park for the historic national road that followed what is now Washington Street adjacent this park. We suggest "**National Road Park**" and we would include a plaque about that road's historical significance and some national road-themed park amenities.
- D. **Retaining Walls**—A large part of this project is a retaining wall along the east and north edges of the park. The plan is to leave the existing wall (part of the former market building) in place since it is so close to the property line and place a new segmental block retaining wall system in front of the existing wall to beautify and retain the adjoining properties. There will also be a wrought iron fence and brick pillars across the front of the park at Washington Street with a decorative arch similar to some of the other parks in the City.

Parks and Recreation Division

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division

1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214

- D. **Play Equipment**—Refer to the attached rendering of the play system proposed for this site. Staff is suggesting we purchase our first ever rope-based play system. This type of play equipment is very safe but challenging to the users. Unlike a traditional composite deck structure where the children quickly become bored and use the equipment in unintended ways (like playing tag and climbing over railings) children must focus to use it. The benefits of rope play include clear sight lines, interactive material, efficient use of space, inclusivity, 360° accessibility, minimal plastics, and ease of installation and maintenance.

We are recommending a sole source purchase of the *Berliner* “Spaceball L”. *Berliner* is a German company who is a founding partner in the creation of cable based play systems and for over 100 years has been a global leader in play rope production.

The “Spaceball L” (Large) facilitates over 30 school-age (6-12 years old) kids, encourages social interaction, its 15’ height is very exciting, its small 29’ use-zone and 6’1” fall-height make it perfect for small spaces and helps save on surfacing. Traversing through the smaller cell-openings can be difficult for larger people. In such instances the larger kids will stick to the outside of the main spatial net and framework.

4. **Budget**

Funding for this project is included in CIP 751 with \$250,000 in CDBG funds.

We foresee the following cost breakdown:

• \$82,896	<i>Berliner</i> play equipment
• \$19,560	embankment slide and forever lawn for climbing hill
• \$70,000	wall and fence materials
• \$50,000	other park materials, landscaping, sidewalks, steps, etc.
• \$25,000	irrigation, electric, benefit charges, etc.
\$247,456	TOTAL estimate cost

5. **Schedule**

Assuming the Mayor and Council approve the project at the May 24th Regular Session, we envision constructing the park with our in-house staff and begin construction this summer. Our goal would be to complete the park by spring 2017.

6. **Long term Maintenance**

There is no question that our parks maintenance is strained with the downsizing in the Parks Division of the department and in the last year we opened three additional parks (Memorial, Terrapin, and Kiwanis) and are adding two park areas along the Cultural Trail. However, staff feels like we can manage and maintain this park since the grass mowing is contracted out, we will attempt to use low maintenance landscaping materials and we can add the trash and litter collection into the seasonal employee’s “circuit” around the various parks.

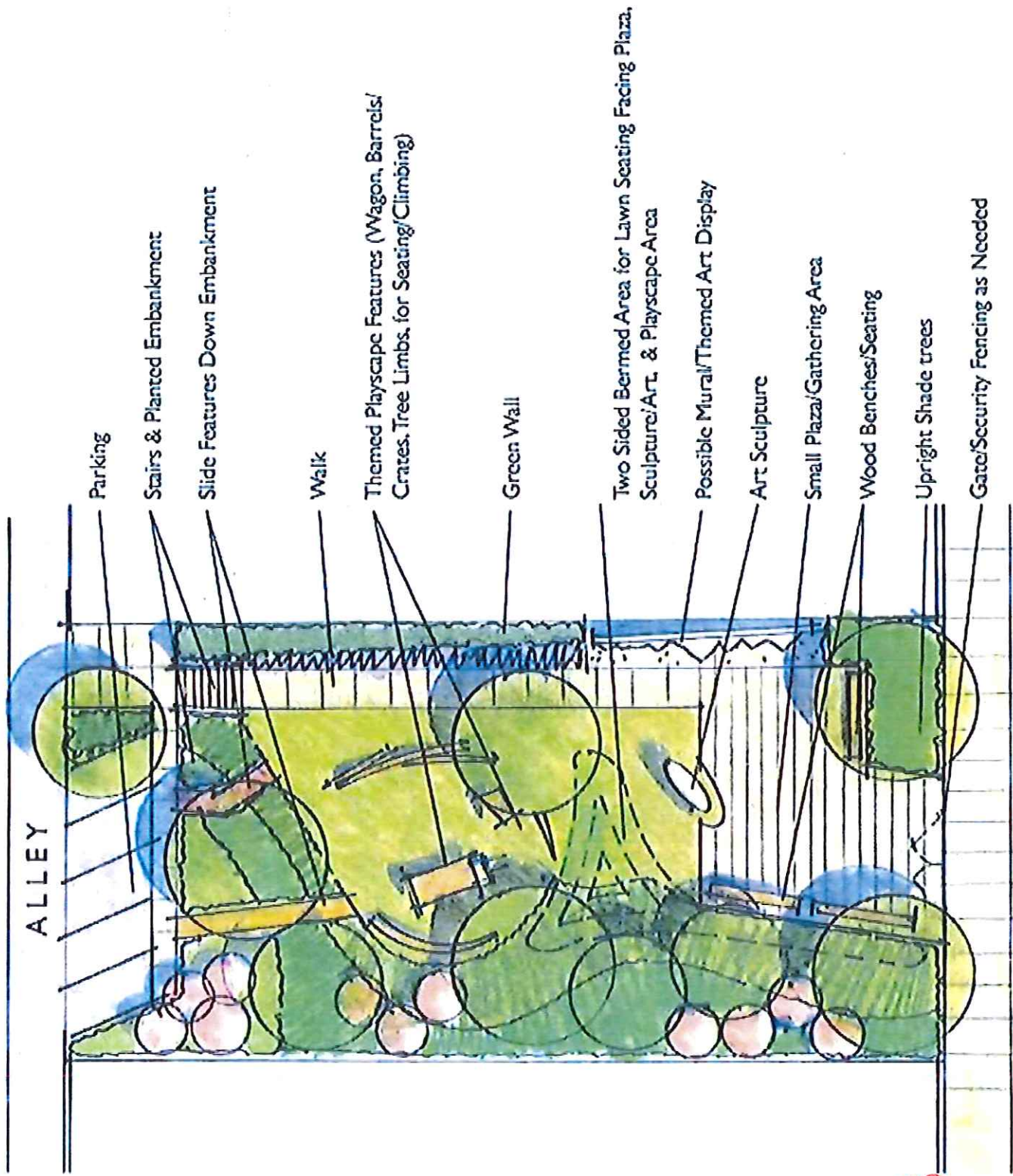
Staff will be available on Tuesday to review this project with the Mayor & Council.

Attachments:

- Concept plan based on public feedback
- *Berliner* play equipment quote
- Site Plan
- Rendering of play equipment
-

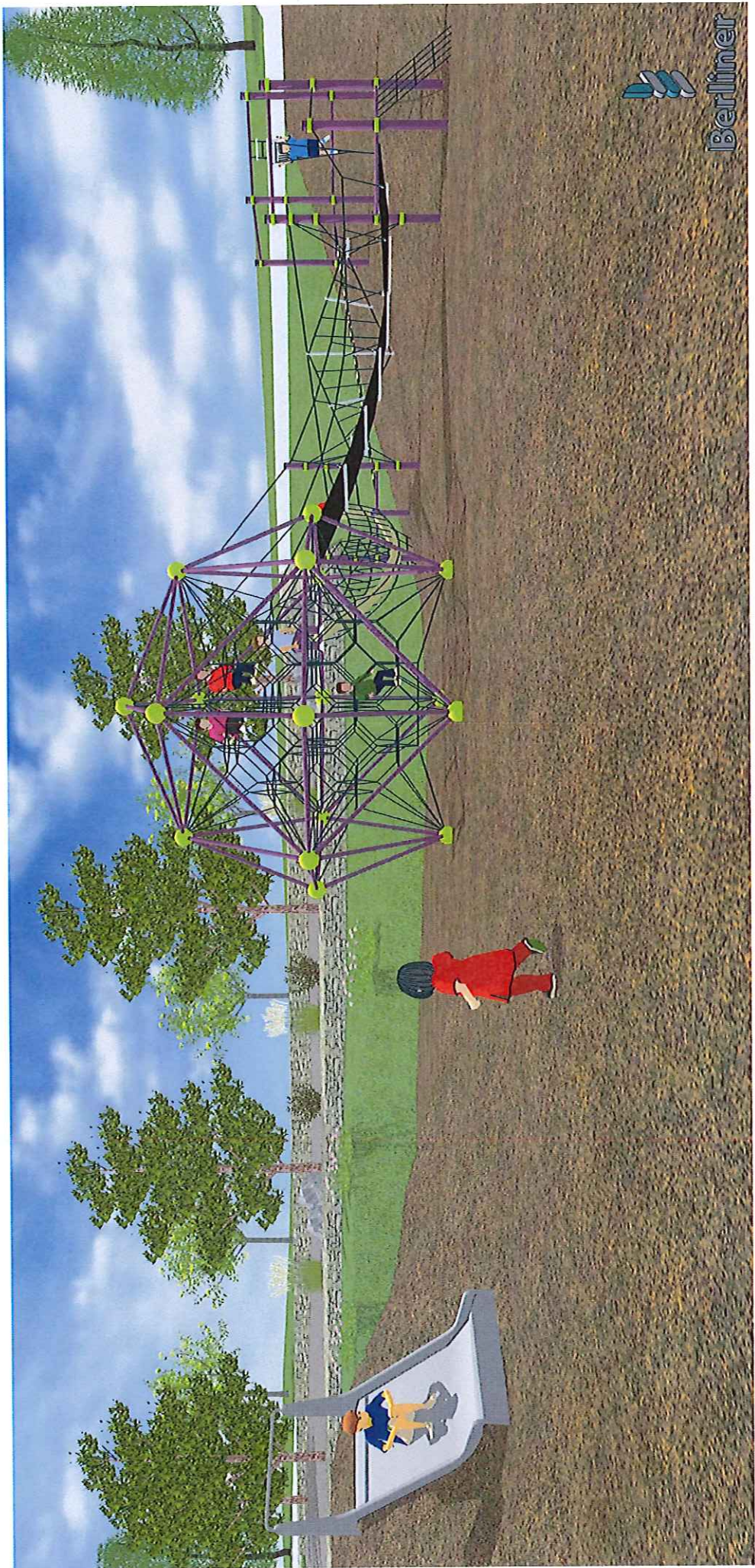
RAT:jj

c: Junior Mason
Mark Haddock
Jonathan Kerns
Gerard Kendle
Sarah Nelson
Erin Wolfe



APPROVED
CONCEPT
BASED ON
PUBLIC INPUT

WEST WASHINGTON ST.





We Design and Build
Successful Playgrounds

Quote

To:
Hagerstown Township
One East Franklin Street
Hagerstown, MD 21740

Today's Date: Thursday, May 12, 2016
DFFI Quote #: 61925R2
Expiration: 90 Days
DFFI Project Name: National Road Playground

For:

Berliner Spaceball Combination, Embankment Slide, and PlaygroundGrass Surfacing
Supplied w/Supervised Installation

Contact:	Phone:	Email:	Project Location:
David Haddaway	(215) 675-4718	Dffi.Dave@verizon.net	~ 804 W Washington St, Hagerstown, MD 21740

Qty/Unit:	Item:	Description:	Unit Cost:	Line Total:
1 Unit	Spaceball Combination	Berliner Play Equipment – Univers – Custom "Large Spaceball Combination" (ref. drawing USP.01892 dated 2/17/16) w/Jungle Bridge, (2) Access Nets, Inverted Ladder, Rung Bridge, Layaway Walk, Rubber Bridge, (2) Triangular DDPE Platforms	82,896	82,896
1 Lot	Slide	Berliner custom made "Double-wide Stainless-steel Embankment Slide"	8,360	8,360
640 SF	PlaygroundGrass	ForeverLawn PlaygroundGrass & support materials for mound	6,600	6,600
1 Lot	Freight	Includes delivery and storage at DFFI's PA warehouse and transfer to site	4,700	4,700
1 Lot	Supervision	Certified professional supervision of township's installation	2,900	2,900
PACKAGE PRICE:				\$105,456

Terms & Conditions:

- A 50% deposit payment is regarded as acceptance of our terms & conditions and is required to reserve position in the manufacturing, delivery, and installation schedules.
- Remaining balance is due upon completion of the installation unless completion extends beyond 30 days from the time it is ready to commence; in which case, a partial payment of 25% is required with the remaining 25% Retainage due upon final completion.
- Allow for 14 weeks lead-time for delivery and 2 weeks for mobilization and installation (3days+4days), for a total of 16 weeks
- Pricing is based on the specified custom design, standard colors, and direct embedment installation; modifications and changes will affect the price accordingly.
- All the colors on the color charts are standard; please make selections for the Balls, Frame, and Rope from Berliner's Color Chart and a Roto-molded plastic color selection for the slide from the Henderson Recreation Equipment Color Chart.
- Supervised installation includes the supply and delivery of equipment, layout, and hands-on technical advisement and tool usage throughout the installation process.
 - Township is responsible for providing adequate labor force and machinery for excavation, erection, and assembly efforts.
 - Digging machine, concrete supply, and minimum 3 man crew is required for 2-3 days to set foundations and build mound
 - Relocation, Removal, and Disposal of excavated spoils are the townships responsibility
 - Upon the concrete's curing, a hoisting machine and minimum 3 man crew is required for 3-4 days for assembly.
 - Township is responsible for contacting DigSafe-like service to ensure digging is safe. Any damage or subsequent injury as a result of accidental contact with unmarked utilities is the responsibility of the property owner.
 - Township is also responsible for providing any and all fencing and safety surfacing, etc.

Thank you for this opportunity!

Designed For Fun, Inc.

PO Box 883 Doylestown, PA 18901, Phone (866) 464-7529 Fax (215) 675-8702 Design@DesignedforFun.com

West Washington Street Park Concept Plan

Rodney Tissue, City Engineer, was present to discuss a potential park on West Washington Street. In January, 2015, the City Council approved the acquisition of the property at 806 West Washington Street for "...the creation of a public park or open space". The purpose of this acquisition is to improve the livability of the immediate neighborhood, add open space, and remove blighting influence caused by the lot that has been vacant since the market burned in 1998.

A concept plan, developed by the City's landscape architect, was provided for review. Two public meetings were held, one on July 23 with low attendance and a follow-up meeting on September 16 with over 50 residents attending. Residents were asked to give their opinions on the various design elements of the park and also weigh-in on some very preliminary concepts. The final concept is an interactive-based neighborhood park that incorporates children's play elements, art, shade, and a small gathering area.

Staff is currently using a working name of "West Washington Street Park", but that does not seem like a satisfactory name for the park. Staff would like direction from the Council on this. Some suggestions include:

1. Name the park for the "historic national road" that followed what is now Washington Street adjacent this park. This could include a plaque about the road's historical significance and some national road-themed playscapes, art, etc.
2. Name the park after someone the Mayor and City Council wish to recognize

Funding for this project is included in the CIP, with \$ 250,000 in CDBG funds.

Staff envision designing and constructing the park with in-house staff. The goal would be to complete the design by Spring 2016 with construction during the second half of 2016 with a Spring 2017 ribbon cutting.

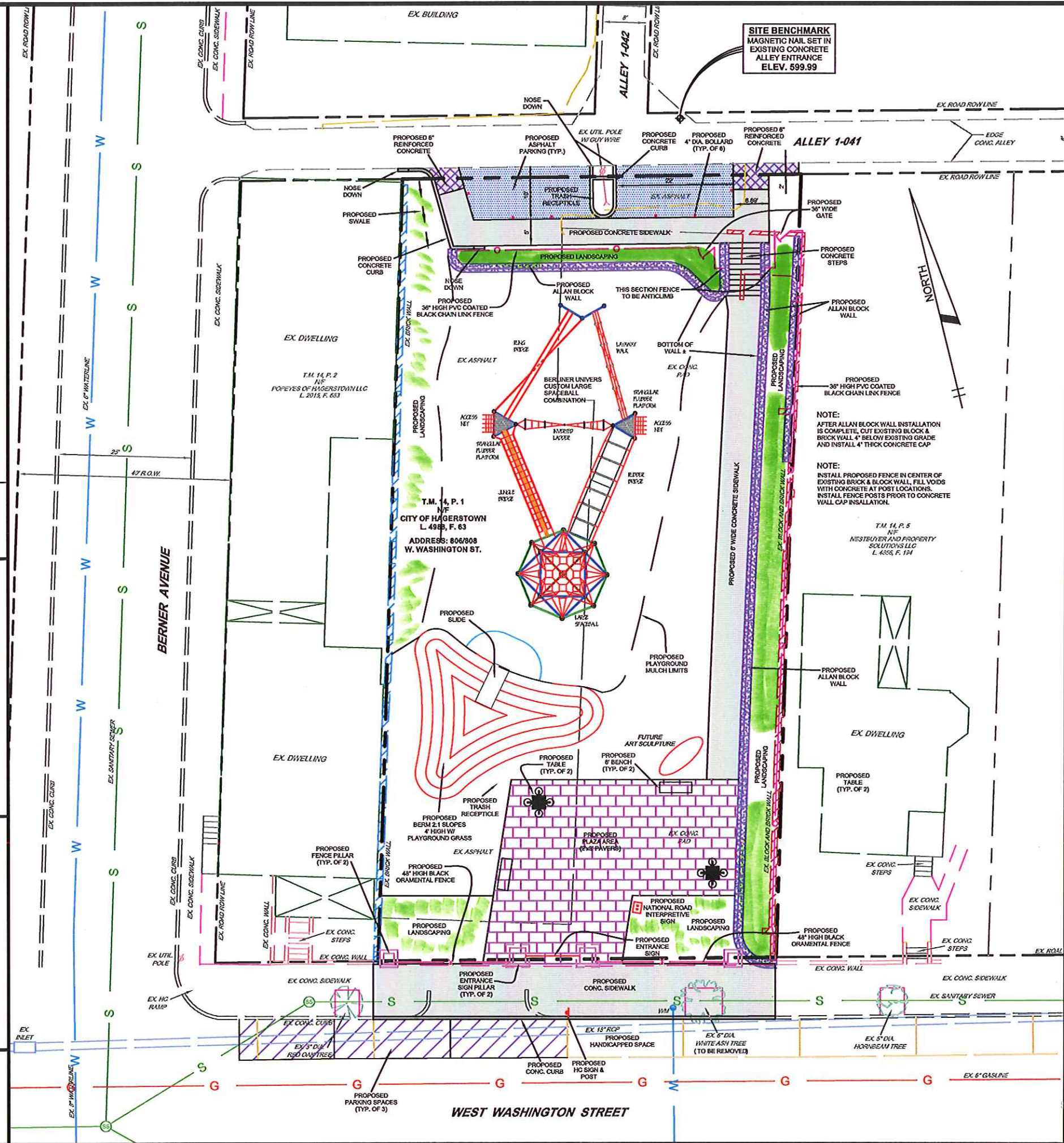
Councilmember Munson attended the community meetings and reported this concept incorporates the elements discussed at the meetings.

Mr. Tissue stated the next step in the process will be to review the concept plan with the citizens.

Councilmember Nigh suggested a railroad theme for the name of the park. Councilmember Munson suggested naming the park in honor of Junior Mason, Parks Superintendent, recognizing his 41 years of service to the City.

Councilmember Brubaker pointed out the park is being funded entirely by Community Development Block Grant (CDBG) funds. He noted CDBG funds would be distributed to some jurisdiction, so it is good for Hagerstown to benefit from the funding.

It was the general consensus to continue with the concept.



NOT TO SCALE

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

Topic:

FY17 Add-on: Second Pierce Aerial Truck - Atlantic Emergency Solutions - *Fire Chief Steven Lohr*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Fire_-_Pierce_Aerial_Truck.pdf

Description

Consent

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of _____**

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

Originating Department: Fire By: Steve Lohr, Fire Chief
Account Number: 4512001-5842 Account / Project Name: Truck 4 replacement
Budget Amount: 1,250,000 Account Balance: _____ Year: 17 CIP Control No. C0010
Unbudgeted \$: 150,000 Source of Funds: City Bond/Western Enterprise Fire Co.

Quantity	Description	Value
1	2017 Arrow XT Tractor Drawn Aerial Ladder truck,	
	With prepay options, the final price is reduced to....	1,234,801.00
	(The original cost is 1,351,083.00)	

TOTAL VALUE OF PROJECT: 1,234,801.00

ABOVE TO BE USED FOR:

Replacement of 1997 Simon Duplex/Aerial Innovations Tractor drawn aerial ladder truck
Stationed at Western Enterprise Fire Company

Recommended Vendor:

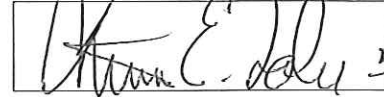
Business Name: Atlantic Emergency Solutions
Address: 12351 Randolph Ridge Lane
City, State: Manassas, Virginia
Bid/Proposal/Quote No.: Proposal P1573.15

OTHER VENDORS:

Firm	City/State	Total Amount
n/a		


(1) Department Manager

THIS ADD ON PURCHASE PROVIDES A ONE-TIME OPPORTUNITY TO REDUCE THE PROCUREMENT PRICE OF AN IDENTICAL FRONT LINE AERIAL LADDER TRUCK WITH NEGOTIATED SAVINGS THAT WILL NOT BE AVAILABLE AFTER MID-JULY OF THIS YEAR. THIS ALSO AVOIDS THE DIRECT AND INDIRECT COSTS OF A FULL RFP IF THIS PURCHASE IS DEFERRED TO THE ORIGINAL FY 18 DATE.



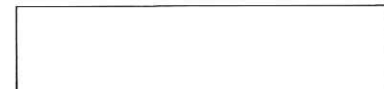
Signature / Date

(2) Purchasing Agent:



Signature / Date

(3) Finance Manager:



Signature / Date

(4) City Administrator's Recommendation:



Signature / Date



HAGERSTOWN FIRE DEPARTMENT CITY OF HAGERSTOWN

25 West Church Street
Hagerstown, Maryland 21740



Steven Lohr
Fire Chief

(301) 790-2476
FAX (301) 797-7448
slohr@hagerstownmd.org

TO: Valerie Means, City Administrator
FROM: Steve Lohr, Fire Chief *SL*
SUBJECT: 2nd Aerial Truck Purchase
DATE: May 9, 2016

In hopes of accelerating the 2nd aerial truck from FY18 to the FY17 CIP, I have received the following proposal from Atlantic Emergency Solutions that will be effective for a short window (through early July). Since we have initiated the purchase of the first ladder truck, Pierce has announced three-3.5%-4% price increases. The next scheduled increase will occur in October of this year and is expected to be in the same 3%-4% range. This brings the total cost of a second replacement aerial to \$1,351,083.00 as outlined below.

Final delivered price aerial #1:	\$ 1,122,669.00
(3)-3.5% price increases:	\$ 117,880.00
Miscellaneous vendor increases:	\$ 110,534.00
Subtotal for 2 nd aerial add on:	\$ 1,351,083.00

2016 proposed pricing:	\$ 1,351,083.00
50% Pre-payment discount:	\$ (40,050.00) based upon a prepay of \$653,589.00 (6%)
Duplicate order concession:	\$ (62,183.00)
Change tire manufacturer:	\$ (4,304.00)
Engineering/Procurement savings:	\$ (9,745.00)

Contract price for 2nd aerial: \$ 1,234,801.00 (9.1% increase over 1st aerial)

Total savings by acting in July (FY17):	\$ 116,282.00
Volunteer contribution:	\$ 150,000.00
Total city contribution July (FY17):	\$ 1,084,081.00

This pricing is for a duplicate truck identically equipped and assumes that all component purchase parts are still available. This reflects a one-time pre-pay of 50%. The discount is essentially 13.5 months interest on that money while the truck is in production. We have successfully negotiated a factory concession that is normally reserved for purchases of five or more like units. In addition, we have accepted Good Year tires rather than Michelin tires for a net savings as shown. Finally, because we are purchasing a like truck, there are additional savings in both engineering and procurement expenses that have been negotiated as well.

The Western Enterprise Volunteers have indicated their willingness to contribute at least \$150,000

The HFD is in the progress of evaluating the three current aerials to determine the best possible solution for maintaining a reliable reserve aerial. We are being assisted by central maintenance garage (CMG) staff, Atlantic Emergency Solutions and Brindle Mountain Fire Apparatus. At the end of the day, we will return some revenue for disposal of two of the three present aerials. I would anticipate little more than scrap value unless we get lucky.

Lastly, there would be a cost avoidance savings for the city by adding on a second like aerial without the staff and time commitments to launch another RFP. To date, this has been a two-year process with plenty of staff hours that have a significant impact. Also, I would submit that for training and operational purposes, identical front line aerials offer a significant advantage to the safe day-to-day operations, maintenance and parts availability.

I appreciate your willingness to consider this proposal. Please let me know if I can provide additional guidance or answer any questions.

Thank you.

PROPOSAL FOR FURNISHING FIRE APPARATUS

May 2, 2016

Hagerstown Fire Department

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

2017 Arrow XT Tractor Drawn Aerial Ladder	\$ 1,351,083.00
Pre-Pay Discount At Contract \$653,589.00	(40,050.00)
Duplicate Order Concession	(62,183.00)
Change Tires To Good Year And OnSpot To Insta-Chain	(4,304.00)
Delete 12 Volt As Built Drawings	(9,745.00)
Total Due With All Applicable Discounts	Total \$ 1,234,801.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13.5 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at 25 West Church Street Hagerstown Maryland 21740 .

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 90 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Rodney Guessford



PROPOSAL FOR FURNISHING FIRE APPARATUS

April 28, 2016

Hagerstown Fire Department

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

2017 Arrow XT Tractor Drawn Aerial Ladder	\$ 1,351,083.00
Pre-Pay Discount At Contract \$653,589.00	(40,050.00)
Duplicate Order Concession	(62,183.00)
Total Due With All Applicable Discounts	Total \$ 1,248,850.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13.5 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at 25 West Church Street Hagerstown Maryland 21740 .

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Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Rodney Guessford



PROPOSAL FOR FURNISHING FIRE APPARATUS

April 28, 2016

Hagerstown Fire Department

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

2017 Arrow XT Tractor Drawn Aerial Ladder	\$ 1,351,083.00
Pre-Pay Discount At Contract \$653,589.00	(40,050.00)
Duplicate Order Concession	(62,183.00)
Change Tires To Good Year And OnSpot To Insta-Chain	(4,304.00)
Delete Hurst Equipment	(24,000.00)
Delete 12 Volt As Built Drawings	(9,745.00)
Delete Portable Winch	(3,150.00)
Delete Remote	(10,019.00)
Total Due With All Applicable Discounts	Total \$ 1,197,632.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13.5 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at 25 West Church Street Hagerstown Maryland 21740 .

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Unless accepted within 90 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Rodney Guessford



PERFORM. LIKE NO OTHER.

PROPOSAL FOR FURNISHING FIRE APPARATUS

April 28, 2016

Hagerstown Fire Department

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

2017 Arrow XT Tractor Drawn Aerial Ladder	\$ 1,351,083.00
100% Pre-Pay Discount	(74,050.00)
Duplicate Order Concession	(62,183.00)
Total Due With All Applicable Discounts	Total \$ 1,214,850.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 13.5 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at 25 West Church Street Hagerstown Maryland 21740 .

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Unless accepted within 90 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Rodney Guessford



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

Topic:

Red Light Camera Information - Verbal Update - *Acting Police Chief Paul Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Local Conversion Overlay - 400 Jonathan Street - *Alex Rohrbaugh, Planner*

Mayor and City Council Action Required:

A Public Hearing has been scheduled for the May 24th Regular Session for the proposed local conversion overlay rezoning of 400 Jonathan Street. Following the Hearing, Staff requests the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning.

Discussion:

Financial Impact:

The Local Conversion Overlay district allows for some commercial uses, which could positively affect the property's value and tax assessment.

Recommendation:

Motion:

No motion is needed at this time.

Action Dates:

May 24 – Public Hearing

May 24 – Introduction of Rezoning

June 7 or 14 – Follow-up Discussion with Staff in Work Session

June 21 – Approve or Deny Rezoning

ATTACHMENTS:

File Name

MCC_Memo_5-12-16.pdf

ZM-2016-01_Backup_Material.pdf

Description

Cover Memo

Application, Staff Report,
Map, Ordinance



CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

MEMORANDUM

TO: Valerie Means, City Administrator

FROM: Alex W. Rohrbaugh, AICP, Planner *AWR*

DATE: May 12, 2016

SUBJECT: ZM-2016-01: Local Conversion Overlay – 400 Jonathan Street

Mayor and City Council Action Requested

A Public Hearing has been scheduled for the May 24th Regular Session for the proposed local conversion overlay rezoning of 400 Jonathan Street. Following the Hearing, Staff requests the Mayor & City Council keep the record open for 10 days and introduce the ordinance for rezoning.

Discussion

Overview of Local Conversion Overlay Zoning

Adopted in 2010, the purposes of this Local Conversion Overlay District are to stimulate the adaptive reuse of existing, nonresidential and mixed-use structures embedded within densely developed residential districts and communities, to maintain and increase the city's assessable tax base, and to expand business and employment opportunities. The uses permitted in Local Conversion are similar to that of Commercial Local (CL) district, including, but not limited to, offices, restaurants under 3,000 square feet, retail stores, dry cleaners, artist live/work space, etc. Allowing such uses to fit into existing commercial and mixed use structures re-establishes the historically mixed use nature of the City's 19th and early 20th Century residential communities.

The Local Conversion Overlay is also designed to be a “quid pro quo” – in exchange for approval of non-residential activity in a residential zone, the property owner will enhance the property to be a good neighbor to the surrounding residential properties.

Zoning Proposal

Zoned Medium-Density Residential (RMED), the property at 400 Jonathan Street (corner of Jonathan and W North Ave) currently contains a vacant commercial building with a small parking area. Historically this property contained a confectionary and a convenience retail store. Staff speculates that the property became vacant sometime in 2002; thus, the property lost its nonconforming use status in 2003. The property owners, Khadene Wilson and Dexton Brunson, have filed for a rezoning for Local Conversion Overlay to reuse the building for a restaurant.

The Planning Commission held a Public Review Meeting on April 27th on the proposal. At the Meeting, the Commission suggested to the applicant that she relocate the proposed dumpster enclosure next to the handicap entrance to allow to be more accessible for employees and the trash hauler. The applicant also inquired as to how much wall-mounted signage would be allowed on the building – currently the Ordinance allows up to one (1) square foot of signage per one (1) linear foot of street frontage. The Commission also took testimony from two adjacent residents that have concerns about potential noise

and loitering that could be generated by the restaurant during late night. The applicant stated that while she intends to have business open until 9pm on weeknights with extended hours on Friday and Saturday nights until 1am; however, she understands the neighborhood's concerns and is not opposed to closing earlier on weekends.

The Commission did not receive any additional public input in the 10-day period following.

At its May 11th meeting, the Planning Commission recommended to the Mayor & City Council approval of the zoning overlay, subject to three (3) conditions:

- 1) The old metal sign pole along Jonathan Street shall be removed.
- 2) Parking spaces shall be striped in the parking area.
- 3) The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.

Financial Impact

The Local Conversion Overlay district allows for some commercial uses, which could positively affect the property's value and tax assessment.

Staff Recommendation

Staff agrees with the Planning Commission's recommendation for approval of the rezoning with the three conditions listed above.

At the May 24th Regular Session, following the Public Hearing, Staff recommends holding the record open for 10 days and introducing the Ordinance for the rezoning. This would expedite the rezoning process by one month while still allowing for public review and comment.

Motion

No motion is needed at this time.

Action Dates

May 24 – Public Hearing

May 24 – Introduction of Rezoning

June 7 or 14 – Follow-up Discussion with Staff in Work Session

June 21 – Approve or Deny Rezoning

Attachments:

Application & Staff Report

Vicinity Map

Photos of Exterior

Motion Sheet, Ordinance, and Findings of Fact

C: Kathleen Maher, Director, PCAD Mark Boyer, City Attorney
Jill Frick, Director, DCED



CITY OF HAGERSTOWN, MARYLAND

Department of Planning
One East Franklin Street, #400
Hagerstown, MD 21740

planning@hagerstownmd.org

301.739.8577, ext. 138

APPLICATION FOR LOCAL CONVERSION DISTRICT OVERLAY AND CHECKLIST

BY: _____

Munis # 2016 0523

For Official Use Only

Date Filed: 3/9/2016

Case No. ZM- 2016-01

Filing Fee: \$590

Date Paid:

ORIGINAL + 17 copies of application; 18 copies of concept plan; copy of deed showing metes and bounds

Yes

No

All correspondence will be sent to the applicant. If the owner also wishes to receive a copy, please check box. ☐

APPLICANT INFORMATION: Application may only be made by property owner or his/her authorized agent, or any other person(s) with a 50 % or more contractual or proprietary interest in the area covered by the zoning map amendment application.

Name: KHADENE Wilson & Dexton Brunson

Firm/Company: KDB Company

Address: 5925 Gabrielle Lane Chambersburg PA 17202

Phone: 240-444-7737 E-mail: Khadene.Wilson@gmail.com Fax: 301-739-5135

OWNER INFORMATION:

Name: Khadene Wilson & Dexton Brunson

Firm/Company: KDB Company

Address: 5925 Gabrielle Lane Chambersburg PA 17202

Phone: 240-444-7737 E-mail: Khadene.Wilson@gmail.com Fax: 301-739-5135

REPRESENTED BY: Owner's Affidavit must be submitted with application.

Name: THOMAS EDWARD KING JR.

Firm/Company: TNT CONTRACTING SERVICES, LLC

Address: 1240 Nestle Quarry Rd Falling Waters, WV 25419

Phone: 681-242-7583 E-mail: TEKJ29@gmail.com Fax: N/A

PROJECT INFORMATION (See Table 1102-1 of the LMC)

Project Location (Street Address) 400 North Jonathan St. Hag- MD 21740

Tax ID Number: 46-0597158

City Tax Map Number: Map No. 0308

Block No.

Lot No. Parcel A

Current Zoning: Residential

No. of Acres to be Rezoned: 2832 SF

Current Use: VACANT

Proposed Use (Area and types of commercial uses, number of dwellings) RESTAURANT in the downtown Hagerstown area. ~~15 Dwellings~~

KDB COMPANY
5925 Gabrielle Lane
Chambers burg PA
17202

The following is a plan to convert the property located at 400 North Jonathan St. Into a commercial restaurant.

This narrative is to give some enlightenment as to why we are applying for the local conversion district overlay.

Our plans are to establish a dine in / carry out restaurant. There is currently existing store fronts present in the form of a door which is workable. However, we also plan to add windows to the building and another set of doors. Drawings are included with application.

The building was constructed prior to 1956 as deed will show.

There is also other improvements that we intend to improve at the property. They are as follows. New siding, Windows and doors. New stoop and signage to improve outside appearance.

Our signage will consist of signs on two sides of building supported by 110 electric for lighting.

We also are planning a complete remodeling of the inside to be up to code complying to all state, county, city and health codes.

Included you will find all drawings to support our plans. We thank you for your time.

4 1/2" ALUM. WINDOW SYSTEM W/1" THERMAL GLAZING

(E) VINYL SIDING

VINYL TRIM TYP. @ PERIMETER OF WINDOWS & DOORS

PROPOSED SIGNAGE LOCATION. SIZE: 4'-4" WIDE X 1'-9" HIGH. SIGNAGE LIGHTING SHALL BE WIRED USING STANDARD 110 VOLTS

34" HIGH x 1 1/2" Ø STL. HANDRAILS

CONC. STAIR 7" MAX. RISER 11" MIN. TREAD W/1" NOSING

CONC. FOOTING 30" MIN. BELOW FIN. GRADE, TYP.

2'-4" ±
7'-2"
3'-6"
3'-6"

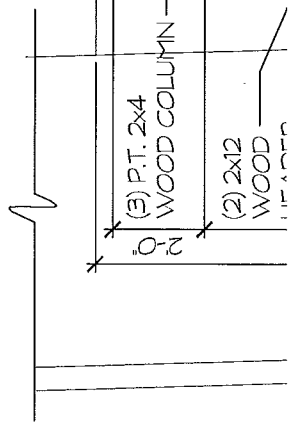
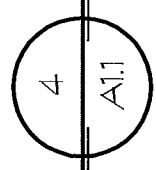
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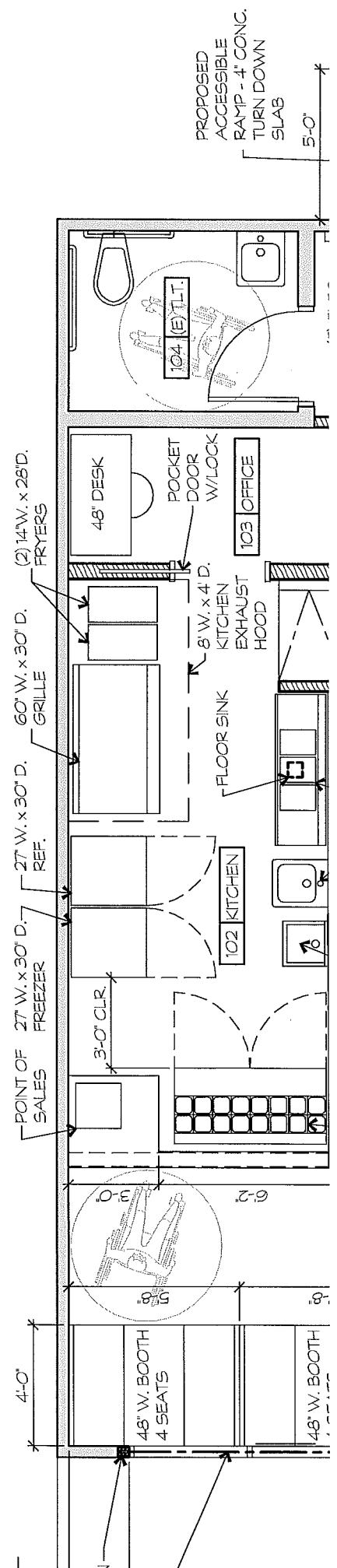
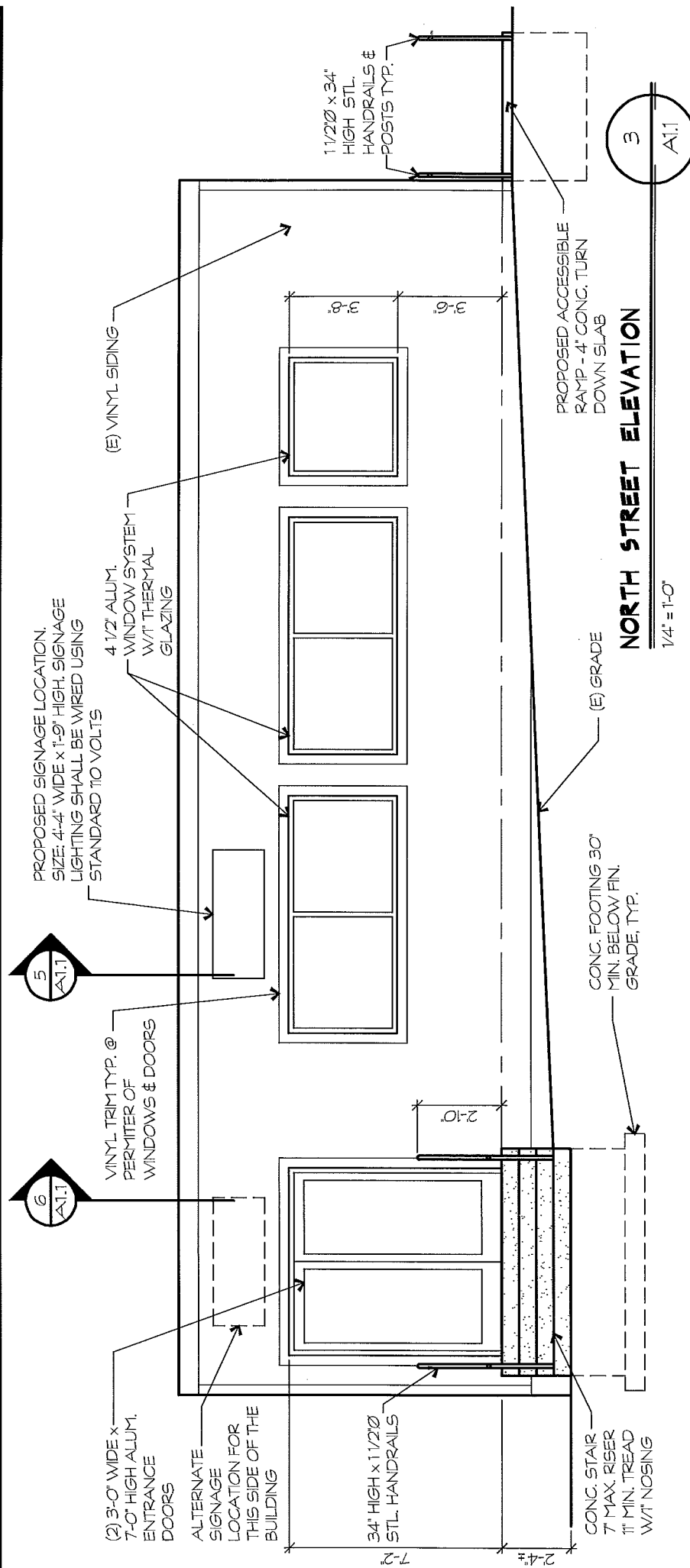
7'-2"

2'-4" ±

JONATHAN STREET ELEVATION

1/4" = 1'-0"







CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

City of Hagerstown

Local Conversion District Overlay Zoning Request

ZM-2016-01: 400 Jonathan Street (Corner of Jonathan St & W North Ave)

Staff Report

Applicant/Owner: Khadene Wilson & Dexon Brunson (t/a KDB Company)
5925 Gabrielle Lane
Chambersburg, PA 17202

Request: Re-use the vacant commercial building for a restaurant

Location: 400 Jonathan Street

Existing Use: Vacant Commercial building

Lot Area: 2,832 square feet

Existing Zoning: RMED (Residential – Medium Density)

Analysis

The purposes of this district are to stimulate the adaptive reuse of existing, nonresidential and mixed-use structures embedded within densely developed residential districts and communities, to maintain and increase the city's assessable tax base, and to expand business and employment opportunities. The Local Conversion Overlay District allows for alternate forms of use and development for buildings and/or spaces that are part of or very close to residential uses in residential districts. Allowing such uses to fit into existing commercial and mixed use structures re-establishes the historically mixed use nature of the City's 19th and early 20th Century residential communities.

The Local Conversion Overlay District provides an alternative development concept for underutilized structures while protecting the general health, safety, welfare, and aesthetics in the vicinity of the site through the commitment to an approved development concept plan. It is acknowledged that such uses will be outwardly commercial in nature and operation, but are reviewed individually to ensure the proposed use or uses and improvements are not an undue burden on the surrounding area.

Staff comments are in bold italics.

The Land Management Code lists four general requirements for the establishment of a Conversion Overlay District (Article IV, Section J.3.e. Page 4-61):

1. The area proposed for a conversion district shall be in one (1) ownership, or, if in several ownerships, the proposal shall be filed jointly by all the owners of property included in the development plan. ***The application has been filed by Khadene Wilson and Dexton Brunson, the owners of the property.***
2. The development shall be for an existing, nonresidential or mixed use structure, constructed before October 1, 1956..., ***According to the State Assessment Database does not identify a construction date. Staff has found proof in the Polk Directories that the building contained a retail use since before October 1, 1956 until about 2002.***
...in which all proposed uses will be contained, except:
 - (a) outdoor dining areas and outdoor merchandise display, as regulated elsewhere in this provision; ***See below***
 - (b) additions, as permitted in Subsection i. below. ***See below***
3. The owners or developers must indicate that they plan to begin construction of the development within one (1) year after final approval. If construction does not begin within one (1) year, the zoning of the site shall revert to its previous classification unless a time extension is requested by the developer and agreed to by the Planning Commission. ***If no development occurs within one (1) year of final approval, and the applicant fails to request an extension, the local conversion overlay is no longer valid.***
4. This overlay district shall only be used for buildings or parts of buildings that are oriented in appearance and access to a public street. ***The structure is primarily oriented toward West North Avenue.***

Special Design Requirements (Section J.3.i. Pages 4-62 & 4-63)

1. Additions shall be designed consistent with the architectural theme of the structure and shall be located in the space least visible to the general public. ***No additions are proposed for the site at this time.***
2. No outdoor vending machines shall be permitted. ***None proposed.***
3. No outdoor storage of any kind is permitted except display of merchandise at convenience and grocery stores if historically part of a use on the subject property. ***Not applicable. No outdoor storage area shall be permitted.***
4. No outdoor dining or seating area for a restaurant shall be permitted in any of the rear yard area between the building and rear property line or within ten (10) feet of a side property line unless historically part of the on-site use. ***The proposed use of this property is a restaurant, and no outdoor seating is proposed.***
5. Buildings of an industrial, warehouse or automotive service design shall be enhanced via architectural or cosmetic enhancement, site amenities, landscaping, and other strategies to achieve suitability for their new use(s) within a residential district and compatibility with the neighborhood. ***Not applicable.***

6. Storefronts previously modified or enclosed shall be rehabilitated to reintroduce a storefront window display design. ***This is a requirement of the Land Management Code. Currently the building has only one small window facing Jonathan Street, and the building has no definitive storefront. The applicant proposes to install windows on both the Jonathan and West North Avenue facades and relocate the entrance closer to Jonathan Street. A second, handicapped-accessible entrance is proposed to be installed on the east side of the building.***

OTHER CONSIDERATIONS AND REQUIREMENTS:

Lot Area Requirements and Off-Street Parking (Section J.3.h – Page 4-62)

1. The maximum lot area for a Local Conversion District shall be 20,000 square feet. ***The property is approximately 2,832 square feet in area. The size of the building is approximately 640 square feet.***
2. Minimum parking requirements and lot size requirements shall not apply to this overlay district, however existing on-site parking shall not be reduced unless the remaining parking meets current Ordinance requirements. The Board of Zoning Appeals shall not grant a variance to this requirement. However, upon illustration in a rezoning exhibit, the Mayor and Council, as part of the petition for rezoning, may approve a site design that reduces the amount of existing parking if it finds that to do so is an acceptable step to ensure the adequate landscaping and screening of the use from adjacent properties. ***There is a parking area for about three off-street parking spaces; however, the parking lot apron from North Ave is only about one car's width.***

Suitability of the Proposed Zoning District.

A Local Conservation Overlay District is permitted zoning overlay for the RMED zoning district. ***The principal structure was built prior to October 1, 1956, and the principal structure has been used as a business prior to October 1, 1956.***

Compatibility of Existing and Proposed Development.

This proposal is to reuse the commercial building for a restaurant. The building has traditionally been a general convenience store, and no compatibility issues are anticipated.

Population Change

Not applicable.

Can the site be adequately served with public water and wastewater facilities?

Water and wastewater service currently exist.

The site shall be located adjacent to adequate highway facilities, capable of serving existing and anticipated traffic.

There are on-street parking spaces on Jonathan Street and West North Avenue, and the primary vehicular access to the building existing is from West North Avenue. Jonathan Street is classified as

a major collector with an estimated Average Daily Traffic (ADT) count of 8,000 vehicles/day. West North Avenue is classified as a local street and has an ADT count of less than 2,500 vehicles/day.

Relationship to the Comprehensive Plan.

According to the 2008 Comprehensive Plan, the property is located in the Jonathan Street Special Planning Area. This special planning area was once the commercial center of the African American community in Hagerstown, but over time, has been adversely impacted by the remaining industrial and railroad uses as well as changing commercial conditions available to the community. The 2010 Small Areas Plan recommended maintaining Medium Density Residential land uses along Jonathan Street. However, this local conversion zoning overlay would implement the Comprehensive Plan's recommendation to making buildings more attractive for adaptive reuse (Action 8-7) and creating more flexibility to the Conversion District overlay zone (Action 8-2).

Recommended Site Plan Conditions, 5/11/2016

- 1. The metal sign pole along the Jonathan Street façade shall be removed.***
- 2. Parking spaces shall striped in the parking area.***
- 3. The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.***

ZM-2016-01: Local Conversion Overlay

400 Jonathan Street



0 20 40 60 80 Feet

1 inch = 60 feet



Subject Property



City Tax Parcel

City Street



Building

Map Projection: NAD83 State Plane Maryland FIPS (feet)

Data Sources:
City of Hagerstown, 2016; State of Maryland Image, 2014
Washington County, 2014

Prepared By:
Hagerstown Planning & Code Admin. Dept, 03/16/16







SPEED
LIMIT
25

ONE WAY

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: May 24, 2016

TOPIC: Introduction of an Ordinance: Local Conversion District Overlay,
400 Jonathan Street (ZM-2016-01)

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

MOTION: I hereby move that the Mayor and City Council Introduce an Ordinance for a Local Conversion District Overlay, including the three conditions endorsed by the Planning Commission, on property located at 400 Jonathan Street

DATE OF INTRODUCTION: 05/24/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 07/21/2016

**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 **KHADENE WILSON and DEXTON BRUNSON**;

WHEREAS; said application for zoning classification and amendment to the Zoning Map and Zoning Ordinance is known and designated as Case No. ZM-2016-01;

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 May 24, 2016, 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 June 21, 2016, take formal action to approve the Local Conversion District Overlay for the property designated as **400 JONATHAN 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-2016-01 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: 05/24/2016
DATE OF INTRODUCTION: 05/24/2016
DATE OF PASSAGE: 06/21/2016
EFFECTIVE DATE: 07/21/2016

**EXHIBIT "A" ZONING
RECLASSIFICATION APPLICATION NO. ZM-2016-01**

Applicant: Khadene Wilson and Dexton Brunson
Location: 400 Jonathan Street
Hagerstown, Maryland 21740

OPINION AND FINDINGS OF FACTS

The foregoing matter was heard at Public Hearing by the Mayor and City Council on May 24, 2016, 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 400 Jonathan Street. The proposal was filed jointly by both owners of the property. The tract consists of 0.06 acres, more or less. The property currently contains a vacant commercial building which was constructed prior to October 1, 1956. The owner's agent represented to the Mayor and City Council that it is the owner's intent to reuse the commercial building for a restaurant.

The proposal is in accordance with the provisions for a Local Conversion District as set forth in the Land Management Code, Article 4, Zoning, including the following:

1. A Local Conversion District Overlay is permitted in the underlying zoning district of RMED (Residential-Medium Density);
2. A restaurant is a permitted use 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 North Avenue, a public street;
5. The total land area of the subject parcel is approximately 2,972 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. The old metal sign pole along Jonathan Street shall be removed.
2. Parking spaces shall be striped in the parking area.
3. The dumpster and enclosure shall be placed adjacent to the proposed handicap-accessible entrance.

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 May 24, 2016, 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 the three (3) 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:

Proposed Vietnam Memorial - *Rodney Tissue, City Engineer, and Jim Kline, Joint Veterans Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

proposed_vietnam_memorial.2016.pdf

Description

Proposed Vietnam Memorial



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 12, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *Ron*
RE: Proposed Vietnam Memorial

1. Background:

Over the last several months, a group of Vietnam War veterans have expressed an interest in a memorial in the City similar to the Korean War memorial recently installed on Potomac Avenue. This group reviewed multiple sites, and through their process of elimination, the group is focused on the area west of Walnut Street in City Park approximately across from West Baltimore Street.

2. Mayor & Council Action Requested:

The Council is asked to review the attached proposal from the Joint Veterans Council (JVC). If the Council decides to allow the monument at the proposed location, a simple agreement will need to be executed between the City and the veterans group with respect to construction, maintenance, and long-term care of the area around the monument.

3. Discussion:

The attached information from the JVC includes a request to place the monument in City Park adjacent to Walnut Street. Attached is a map showing where the proposed monument would be placed. Also attached are the proposed budget and the JVC letter indicates that no funds are requested from the City of Hagerstown.

Assuming the Council endorses this request, we would suggest that the City Attorney develop a simple agreement between the parties regarding the construction of the monument, the adjacent landscaping and long-term maintenance of the monument. This could be approved by Council in June.

Staff will be present along with representatives from the Veterans group to discuss this matter with the City Council.

Attachments: * Letter dated 4/25/16
* Map of proposed location

RAT:jj

c: Junior Mason
Mark Haddock



**P. O. Box 3664
Hagerstown, MD 21742**

April 25, 2016

Mr. Rodney Tissue, PE
City Engineer
Department of Parks and Engineering
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740

Dear Mr. Tissue:

The Vietnam Memorial Committee of the Joint Veterans Council of Washington County hereby expresses an interest in erecting a monument to honor Vietnam veterans - to those who paid the ultimate price for our country as well as all veterans who served during the Vietnam War era. We would welcome an opportunity to present our plans to the Hagerstown City Council.

The Committee is interested in the area of South Walnut Street (near the end of West Baltimore Street), Hagerstown, Maryland, close to City Park, for the site of this memorial. Other sites were reviewed by the Committee but we feel that this would be the best location for the monument.

Once we have your formal approval, we will be at a point where we can go forward with monument design. When we have a draft of the design we will furnish you that information. Enclosed (for information purposes only) is our proposed fund raising budget for this project.

We are not asking for any funds from the City, only permission to allow us to go forward with this project.

Thank you for your continued cooperation.

Sincerely,

Jim Kline, Chairman
Vietnam Memorial Committee



VIETNAM MEMORIAL COMMITTEE MONUMENT BUDGET

Main Monument	<u>\$18,500.00</u>	
TOTAL - MAIN MONUMENT		\$18,500.00
Wing Monument - Left	6,000.00	
Wing Monument - Right	<u>6,000.00</u>	
TOTAL - WING MONUMENTS (2)		12,000.00
Meditation Bench - Left	2,500.00	
Meditation Bench - Right	<u>2,500.00</u>	
TOTAL - BENCHES (2)		5,000.00
Foundation	8,000.00	
Flag Poles	2,500.00	
Lights and Electrical	<u>4,000.00</u>	
TOTAL FOUNDATION AND FIXTURES		14,500.00
MISCELLANEOUS AND CONTINGENCIES		<u>20,000.00</u>
TOTAL FUNDING GOAL		\$70,000.00

Vietnam Veterans Memorial Proposed Site

Proposed Site Location



VIRGINIA AVE

VIRGINIA AVE

0 50 100 200 300 400 Feet



5/10/16

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

Topic:

Kiwanis Park: Memorandum of Understanding (MOU) Regarding the Saylor House - *Rodney Tissue, City Engineer, and Representatives of the Washington County Historical Trust (WCHT)*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Kiwanis_Park_Memo.pdf

kiwanis_park.pt_2_of_2.pdf

Description

Memo


Kiwanis Park MOU
Regarding the Saylor House



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

May 12, 2016

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer 
RE: Kiwanis Park: MOU Regarding the Saylor House

1. Background

As a follow-up to our presentation to the Mayor and Council on April 12, 2016 regarding the Saylor House (stone house) in Kiwanis Park, Council consented for staff to prepare a draft Memorandum of Understanding (MOU) with the Washington County Historical Society (WCHS) and the Antietam-Conococheague Watershed Alliance (ACWA). The purpose of this MOU is to allow the WCHS to renovate the structure and re-use it for their office and educational program.

2. Mayor & Council Action Requested

Staff is requesting that the Mayor & Council review the attached MOU and offer input. We anticipate approval of the MOU at the May 24 Regular Session.

In addition, please review the attached draft lease. Obviously there are a lot of blanks with the lease at this point, but it illustrates the anticipated relationship. The lease will be approved by Council once the WCHT completes the work and obtains Use and Occupancy permission.

3. MOU Highlights:

Some of the highlights of the MOU include the following:

- The WCHS will bring the structure into compliance with proper Codes,
- An 18 month timetable is provided on page 2,
- The City's contribution is \$10,000 toward drawings (taken from our operating budget) and installation of utilities and the walking path using Program Open Space funds,
- WCHT must provide insurance to the City during renovation. City has the structure in our general property insurance coverage,
- WCHS and the ACWA will program the facility with a minimum of eight events per year.

Staff will be present at the work session to discuss the documents and answer any questions.

Attachments: MOU
Draft Lease Agreement
Utility concept plan

c: Junior Mason
Mark Haddock
WCHT
ACWA

Parks and Recreation Division
351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division
1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF HAGERSTOWN
AND
THE WASHINGTON COUNTY HISTORICAL TRUST AND
ANTIETAM-CONOCOCHIEGUE WATERSHED ALLIANCE

Date: _____

This Memorandum of Understanding ("MOU") by and between the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and **The Washington County Historical Trust, a Maryland not-for-profit organization** which seeks to raise awareness and preservation of historical resources in Washington County, Maryland and the **Antietam Conococheague Watershed Alliance, a Maryland not-for-profit organization** focused on the care and protection of the Antietam Creek & Conococheague Creek Watershed (hereinafter collectively referred to as "User"), defines the terms and conditions under which the parties shall agree for the purpose of the use and restoration of the old stone dwelling located on property owned by the City, known as the *Saylor House*.

RECITALS

WHEREAS, the City owns property at the end of Dynasty Drive, known as Kiwanis Park; and

WHEREAS, there is an old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House*; and

WHEREAS, the parties recognize the historical value of the Saylor House, and share a mutual desire to see the house preserved, restored, and utilized as a meeting place for various educational and historical programs; and

WHEREAS all parties agree that the primary goal of this MOU is to achieve completion of restoration of the Saylor House which will enable User to apply for a use and occupancy permit; and

WHEREAS all parties agree to cooperate and use reasonable good faith efforts to successfully complete restoration of the Saylor House; and

WHEREAS, in consideration for User undertaking completion of work necessary to 1) bring the building into compliance with current applicable building codes and 2) enable the issuance of a use and occupancy permit, the City intends to enter into a lease with User, with the City in the position of landlord, and User as the tenant, substantially in a form as is attached hereto as Exhibit A;

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

1. **Incorporation of Recitals.** The Recitals above are hereby incorporated into this MOU as substantive provisions.
2. **Description of Premises.** City agrees to allow User *exclusive use* of the old stone dwelling located on the grounds of Kiwanis Park known as the *Saylor House* and as more particularly shown in Exhibit B, referred to in this MOU as "Premises" for the sole purpose of restoration and renovation of the Premises.

Exclusive Use means that User is the sole user of the Premises as set forth herein. City shall not authorize others to use the Premises without User's written consent.
3. **Terms of MOU.** The term of this MOU shall be eighteen (18) months commencing from the date first written above.
4. **Timeline.** The parties agree that the timeline below represents a general outline of the necessary steps in anticipated chronological order and anticipated timing:
 - a. May/June 2016: Enter into a Memorandum of Understanding
 - b. June/July 2016: Initial clean-up, assessment, and planning
 - c. Summer 2016: Obtain architectural and structural drawings
 - d. September/October 2016: Obtain plan approval and permits from the City
 - e. Fall 2016: First stage of construction.
 - i. Extend utilities to the Premises
 - ii. Begin work on structure and roof
 - iii. Begin restroom construction
 - f. Spring 2017: Second stage of construction.
 - i. Complete structural work
 - ii. Install HVAC/electrical
 - g. Spring/Summer 2017: Obtain use and occupancy permit
 - h. Summer 2017: transition from MOU to lease
 - i. Summer/Fall 2017: work on interior finishing details using educational demonstrations
 - i. Plastering
 - ii. Woodwork restoration and repair
5. **City Responsibilities.**
 - a. **CONTRIBUTION TO ARCHITECTURAL AND STRUCTURAL DRAWINGS.** City agrees to contribute Ten Thousand Dollars (\$10,000.00) toward obtaining architectural and structural drawings for the Premises.
 - b. **UTILITY EXTENSION.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will extend water, sewer, and electrical services from the end of Dynasty Drive to the face of the Premises. To the extent that appropriate installation requires the City to obtain any easements over property that is not owned or controlled by the City, the City will make reasonable efforts to obtain all necessary easements. Completion of utility extension is contingent upon obtaining all necessary easements.

- c. **PATHWAY.** Upon completion of architectural and structural drawings, and User obtaining plan approval, City will install an ADA-compliant pathway from the parking lot for Kiwanis Park, extending to the restroom site and entrance to the Premises, as more particularly shown in Exhibit B.
- d. **GROUND.** City shall maintain and repair all paved trails, walkways, and roadways constructed for general public use.
- e. **SIGNAGE.** City shall assist User in designing and developing signage explaining the nature of the project at the sole discretion of the City.

6. User Responsibilities.

- a. **ACCESS.** Within thirty (30) days of executing this MOU, User shall secure the Premises to prevent access by unauthorized persons.
- b. **SIGNAGE.** Within thirty (30) days of executing this MOU, User shall obtain and display signage indicating its involvement in the restoration of the Premises, the on-going nature of the restoration, as well as display contact information for its organizations.
- c. **PLANS.** User shall obtain architectural and structural drawings for the Premises, and shall ensure that all plans meet City ordinances and codes, to include current building codes as applicable.
- d. **PREMISES.** User shall be responsible for restoration and maintenance of the Premises. Restoration shall include obtaining architectural and structural drawings, preparing a plan detailing the work necessary to bring the Premises into sufficient condition for the issuance of a use and occupancy permit, and completing, or hiring subcontractors to complete, the work necessary to effectuate the plan.
- e. **WILDLIFE.** User shall refrain from engaging in any activity which disturbs the wildlife in the park.
- f. **PUBLIC ENJOYMENT.** User shall take reasonable steps to ensure that its use, maintenance, and restoration of the Premises shall not interfere with the public use and enjoyment of the Kiwanis Park grounds.
- g. **SAFETY.** User assumes full responsibility for inspecting the Premises at the time of its use thereof to ensure that the conditions are safe for the activity planned. User shall be solely and exclusively responsible for the safety of its participants.

7. Program Responsibility. User has sole responsibility for the use and activities anticipated by this MOU. User may not discriminate based on race, color, creed, national origin, or gender in connection with these activities. It is anticipated and expected that User will maintain programmatic responsibility to make this structure a community asset.

8. Ownership of Improvements. All permanent improvements to the Premises are the property of the City. Permanent improvements or fixtures may not be made or attached to the Premises or any portion thereof without prior written consent of the City.

9. **Insurance.** User will obtain and maintain a policy of general contractor's insurance in a commercially reasonable amount covering personal injury, property damage, and general liability during the use, operation, and restoration of the Saylor House. The said policy shall name the City as an additional insured and User shall provide a certificate of insurance to the City upon the execution thereof, and upon request of the City at any time thereafter.
10. **Hold Harmless.** User will indemnify and hold the City harmless from all loss, liability, costs, or damages that may occur or be claimed with respect to any person or property, as a result of User's use, maintenance, or restoration of the Premises, including any act or omission by User, its subcontractors, agents, servants, volunteers, participants, customers, invitees, or employees. User will additionally indemnify and hold the City harmless from all loss, liability, cost, or damages occurring to the Premises as a result of User's use, maintenance, or restoration of the Premises.
11. **Damage to Personal Property.** User is responsible for all personal property kept, stored, or placed on the Premises in conjunction with User's use, maintenance, and restoration of the Premises. City shall not be responsible for any loss or damage to personal property for any reason.
12. **Assignment or Sublease.** User may not assign the MOU or sublease the Premises.
13. **Liens and Encumbrances.** User may not encumber the Premises, property, fixtures, or any improvements. User shall promptly pay when due all obligations or indebtedness incurred by virtue of this MOU. This MOU is subject to provisions of the City Charter, ordinances, and state statutes prohibiting alienation of title.
14. **City Assistance.** Nothing in this MOU shall prohibit the User from requesting the City provide additional services or support, nor prohibit the City from providing additional services or support at the sole discretion of the City.
15. **Notices.** Any notices sent to the parties shall be to the following addresses:
- | | | | |
|--------------|------------------------------|--------------|--|
| <i>City:</i> | City of Hagerstown | <i>User:</i> | |
| | Dept. of Engineering & Parks | | |
| | 1. E. Franklin Street | | |
| | Hagerstown, MD 21740 | | |
16. **Current Contact Information.** User shall indicate an individual who has primary responsibility for scheduling and overseeing use, maintenance, and restoration of the Premises. USER will provide the City with a current address and telephone number for that individual.
17. **Default.** It shall constitute default if the User fails to use the premises for its intended purpose or fails to abide by the terms of this MOU. Upon receiving written notice from the City of default, User shall have seven (7) days to come into compliance with this

MOU, unless a longer period is agreed to by the parties. If User fails to cure the default after receiving notice, the City may terminate this MOU immediately.

The parties agree and represent to each other that the undersigned have the authority to accept and sign this MOU, and do hereby execute this MOU as of the date first written above.

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
David S. Gysberts, Mayor Date
City Hall
One East Franklin Street
Hagerstown, Maryland 21740

ATTEST:

WASHINGTON COUNTY HISTORICAL TRUST

BY: _____

ATTEST:

ANTIETAM-CONOCOCHEAGUE WATERSHED
ALIANCE

BY: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on _____ day of _____, 201_, 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 WASHINGTON COUNTY HISTORICAL TRUST, a Maryland not-for-profit organization and ANTIETAM-CONOCOCHEAGUE WATERSHED ALLIANCE, hereinafter collectively 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 Saylor House, Hagerstown, Maryland specifically designated, described, and known as the old stone structure located on the grounds of Kiwanis Park, consisting of approximately _____ () 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 _____ and terminating on the _____ at and for rental as set forth in Section 3-Rent.

Thereafter, the Tenant is given, and shall have, the option to renew this lease on the basis of three (3) five (5) year extensions for a total of fifteen (15) 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 its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. Additionally, Tenant shall not be in default of any provision of this Lease. In the event Tenant elects not to renew this Lease in accordance with the three (3) extension periods 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.

SECTION 3 **RENT**

During the initial term of the lease, as well as any extension periods, the rent shall be paid by the Tenant at a rate of one dollar (\$1.00) per annum.

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, nor shall it be construed to deny the

Tenant the right to complete projects which were approved by the Landlord prior to the Parties entering into the initial Lease.

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 Historical Trust and Antietam-Conococheague Watershed Alliance Offices and any related business activities and/or educational activities sanctioned by either the Washington County Historical Trust or the Antietam-Conococheague Watershed Alliance. Tenant has a duty to maintain programmatic responsibility to make this structure a community asset and will offer to the public no fewer than eight (8) activities/events annually. No other use may be made of the premises unless same is approved in writing by the Landlord in its sole and absolute discretion.

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. Tenant shall have sole discretion over interior signs relating to educational programs and/or displays. Tenant may not erect or place any long-term signs on the exterior or visible to the exterior of the building unless same have been approved in writing by the Landlord, in its sole and absolute discretion.

For purposes of this Lease, "long-term signs" shall be defined as signs which are permanently affixed to the Premises, or the grounds of the Premises, or signs which are intended to remain in place overnight or longer.

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, in its sole and absolute discretion.

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

QIEIT 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. 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 determine in its sole and absolute discretion whether to restore such portion of the premises so injured or damaged. 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, if at all, 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 formally approve the execution of this Lease and the provisions hereof. In the event that said approval 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 approval required by the Landlord shall be introduced simultaneously with the execution of this agreement or as expeditiously thereafter as possible.

SECTION 19
PARKING

No parking is provided under this Lease, but public parking is available in parking areas adjacent 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

Washington County Historical Trust:

Hagerstown, MD 21740

Antietam-Conococheague Watershed
Alliance:

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:

**WASHINGTON COUNTY
HISTORICAL TRUST**

, Secretary

BY: _____
, President

ATTEST:

**ANTIETAM-CONOCOCHEAGUE
WATERSHED ALLIANCE**

, Secretary

BY: _____
, President

DRAFT

