

Mayor and Council Work Session February 14, 2017 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."*

"Growth is never by mere chance; it is the result of forces working together."

James Cash Penney

4:00 PM WORK SESSION

1. Proclamation - Neighborhoods 1st Month
- 4:10 PM** 2. Pavement Preservation Program - *Rodney Tissue, City Engineer*
- 4:30 PM** 3. Cross Creek Water Service Request/Policy Exemption Request - *Michael Spiker, Director of Utilities*
- 4:45 PM** 4. New Office Lease for BuroBox at 60 W. Washington Street - *Amanda Whitmore, Downtown Coordinator*

CITY ADMINISTRATOR'S COMMENTS

4:55 p.m.

MAYOR AND COUNCIL COMMENTS

4:55 p.m.

ADJOURN

5:00 p.m.

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

Topic:

Proclamation - Neighborhoods 1st Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Pavement Preservation Program - *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Pavement_Preservation_Program.2017.pdf

Description

Pavement Preservation
Program



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

February 14, 2017

TO: Valerie Means, City Administrator
FROM: Rodney Tissue, City Engineer *RT*
RE: Pavement Preservation Program

1. Background

I understand the Mayor & Council requested a briefing on our Pavement Preservation Program, which includes both streets and alleys. We will include recent spending trends and an overview on how we manage this program.

2. Mayor & Council Action Requested

This is for information purposes. No action is requested at this time.

3. Discussion:

Streets:

The attached PowerPoint will be presented at the work session to summarize the program and how we use data to determine future pavement preservation work.

In 2012, we completed our first ever "pavement condition" survey. In 2015, we updated that survey and it showed that the overall condition of the street system dropped, primarily due to the lack of investment in the program due to reduced State Highway User revenue. In the last year, we have bounced back up slightly to a PCI of 70.4 and last season we completed a significant amount of preservation work.

Based on the data and our analysis of street network, we should endeavor to budget at least \$1,200,000 annually for pavement preservation including all paving, milling, slurry seal, patching, crack filling, and pavement markings (See *DRAFT* CIP sheet #025). If those funds are not available, we simply postpone streets to stay within our budget but the overall condition of the street network drops.

The list of streets to be paved/treated in both 2017 and 2018 were previously approved by the past Mayor & Council based on the results of the pavement conditions survey. We plan to mill/overlay, slurry seal, crack fill, and complete random patching. We will have a contract for Council to approve in April or May.

A big factor in selecting streets is the condition of underground utilities and if the respective utility will upgrade prior to paving. We coordinate with the City utilities and Columbia Gas to assure us that their systems are in reasonable condition prior to paving. Starting in 2015, we require utilities to completely mill and pave streets if their mainline upgrades degrade the streets to the amount as shown on the attached Standard T-086.

Alleys:

A condition survey of alleys was also completed in 2015. The study looked at 144 different alleys, and the network PCI was 46.9 which is considered “poor”. Based on this, and the fact that we did not rebuild hardly any alleys for a couple decades, \$769,000 was budgeted in 2016 and another \$291,000 programmed on proposed FY18 budget (See DRAFT CIP sheet #324).

4. **ADA Compliance**

The Engineering Division is responsible for implementing the 1990 Federal law called the American Disabilities Act (ADA) in the rights-of-way of City streets. Most of the problems in the rights-of-way concern physical barriers, which can only be made accessible via a realistic and fundable strategy for curb ramp installation and sidewalk modifications. To achieve this, the Public Rights of Way Accessibility Guidelines (PROWAG, latest draft July 2011) is used as a guide.

Since 1989, the City has administered a curb ramp retrofit program, with the assistance of public input to prioritize ramp locations. These ramp installations were primarily funded by Community Development Block Grant program through the Division of Community Development.

The City endeavors to upgrade curb ramps when a street is altered. Consistent with the Department of Justice guidance memo, this will include mill and pave, new construction, and street reconstruction. Alterations do NOT include routine maintenance such as patching, slurry seals, or crack filling. With this in mind, the City will focus our resources and efforts to making streets designated for paving compliant with ADA requirements.



5. **Complete Streets:**

In 2015, the City adopted a Livable (or Complete) Streets policy that requires that streets are designed and operated to enable safe access for *all* users including pedestrians, bicyclists, motorists, and transit riders of all ages and abilities. “Incomplete” streets provide only for vehicles. Complete streets make it easier to cross the street, walk to shops and bicycle to work.

The upshot of this policy is prior to paving a street segment; we attempt to do the following:

- Ensure the street segment is walkable and handicap accessible
- Implement that applicable section of the 2016 Bicycle master Plan for that street segment
- Consider any transit needs, bus stops, etc.

6. Curb & Sidewalk Notices

In 2010 a Task Force studied the maintenance of curb and sidewalks in detail. The Task Force recommended that the City of Hagerstown not take responsibility for the repair or maintenance of sidewalks in the City. The Task Force felt that sidewalk repair and maintenance should remain the responsibility of the adjoining property owner, as required in Chapter 216 of the Code of the City of Hagerstown.

Staff sends about 75 to 100 "Curb & Sidewalk" notices each year, based on an enforcement policy approved by the Mayor and Council in 2003. We endeavor to work with property owners given the current economic climate. Unless directed by Mayor & Council to do otherwise, staff will follow the previously established City Code and Council-approved policies to issue notices to the "2018" streets in the next few weeks. Notices were sent last year to property owners with deficient curb and sidewalk adjacent streets to be paved this year.

Staff will be available on Tuesday to discuss our Pavement Preservation Program.

Attachment: * PowerPoint slides
 * DRAFT CIP form #025 & #324
 * Standard T-086
 * HUR chart

c: Jim Bender
 Eric Deike
 Dan Poffenberger

Pavement Management Program

Department of Parks and Engineering
February 14, 2017



Research is now showing that the "worst first" approach is misplaced, actually causing the overall street system condition to worsen.



Rehabilitating a road that has fallen into disrepair costs substantially more than keeping the road in good condition in the first place. The cost of keeping a mile of road in good condition is less than half over time of letting a road deteriorate and then making major repairs.

In the old days....

- Prior to 1995, selected streets were paved with asphalt, maybe a dozen a year, based on the "worst-first" approach.
- Around 1995 we began to mill prior to repaving.
- In 2000, the cost of a ton of 'installed' asphalt was about \$30. The City spent about \$225,000 annually while our Highway User Revenue (HUR) far exceeded that.
- Today, that same ton of installed asphalt is \$66 while our HUR funds are "unpredictable".

What is "Pavement Preservation"

- There are never enough resources to rebuild roadways and bridges. With constrained resources causing roadways to deteriorate to the point of no return, we need to get serious about preserving and maintaining this fundamental investment.
- Pavement preservation fills that gap.
- The essence of pavement preservation is the application of the *right treatment, to the right pavement, at the right time*.

Preservation is Proactive

- Preservation is proactive, not reactive.
- We're not talking pothole filling, but pothole prevention.
- As roads worsen, reconstruction becomes the only option, but the cost is unaffordable.



Pavement Condition Survey

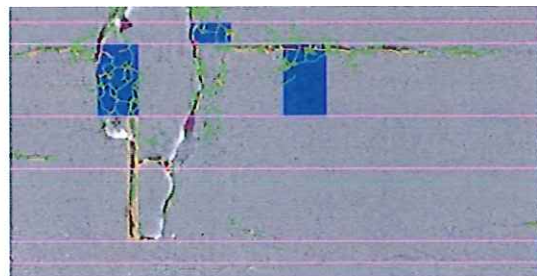
- First ever survey conducted in December 2012. Update conducted in September 2015.
- Identifies surface distress (various cracks, potholes, rutting, failures) and rates the condition of the pavement

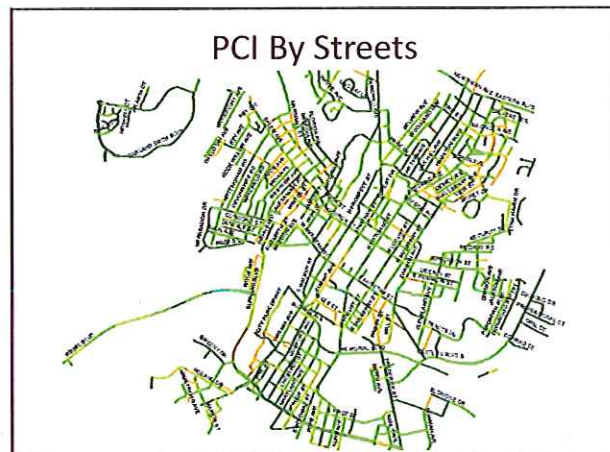
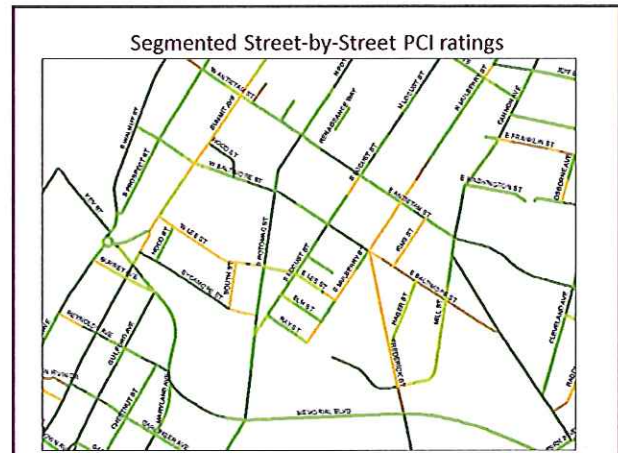
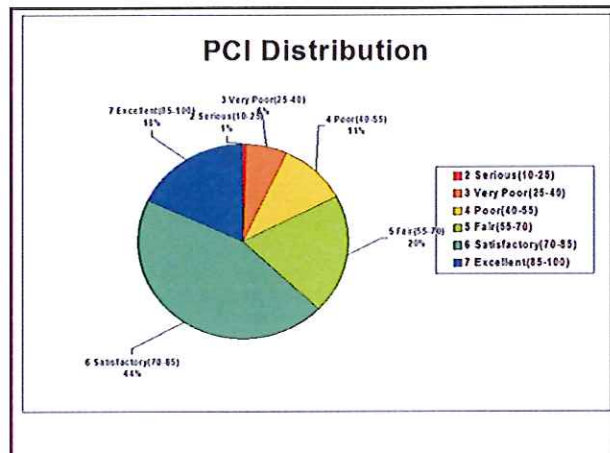


Pavement Condition Index (PCI)

- Numerical index between 0 and 100 which is used to indicate the general condition of a pavement.
- Developed by the *United States Army Corps of Engineers*, the method is based on a survey of the number and types of distresses in a pavement. The result of the analysis is a numerical value between 0 and 100, with 100 representing the best possible condition (new pavement) and 0 representing the worst possible condition.

Sample image of 3D pavement scan



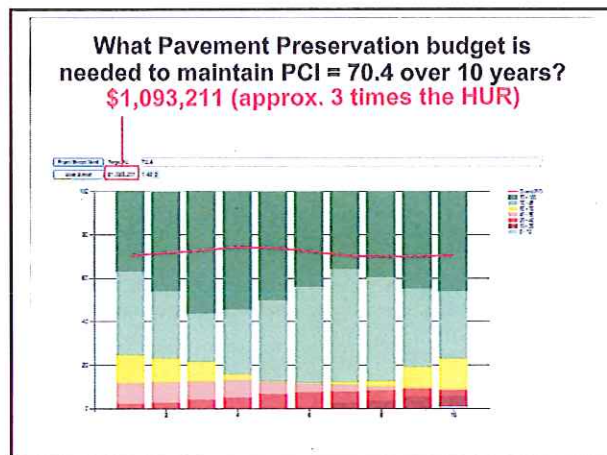
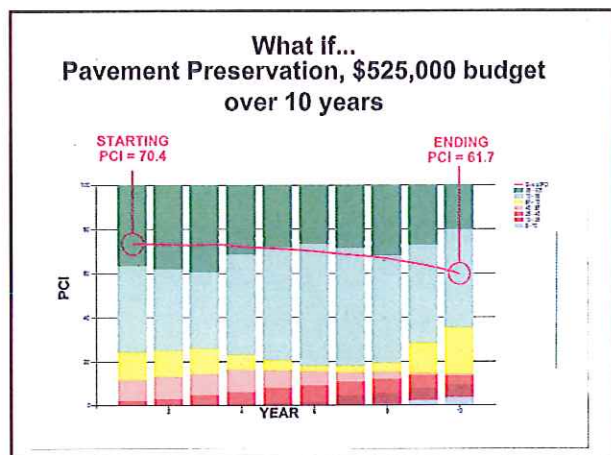
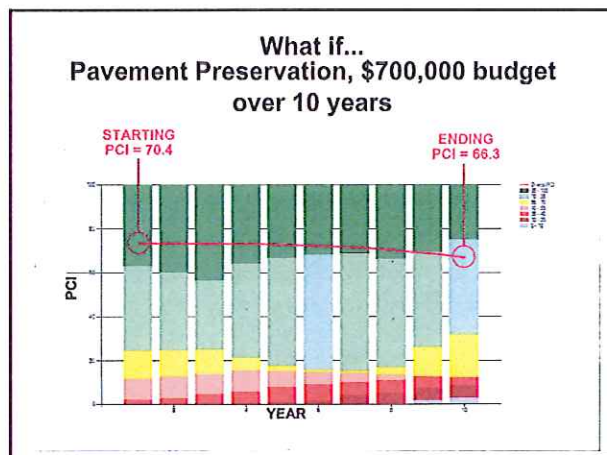
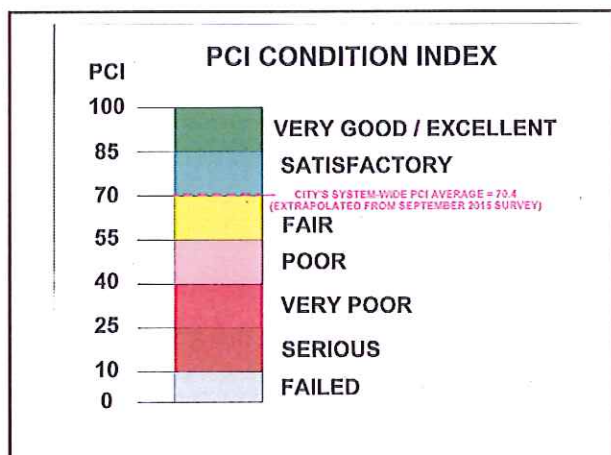


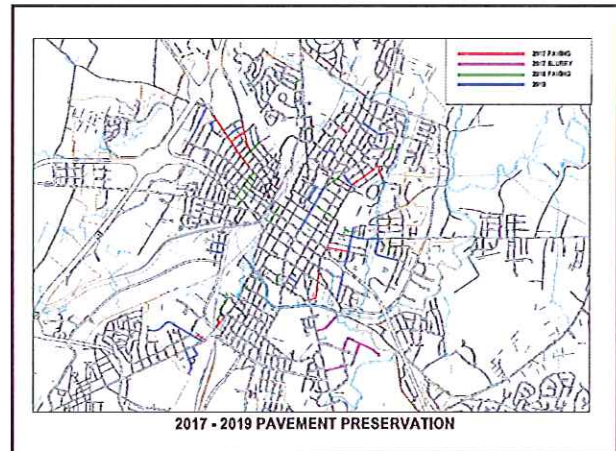
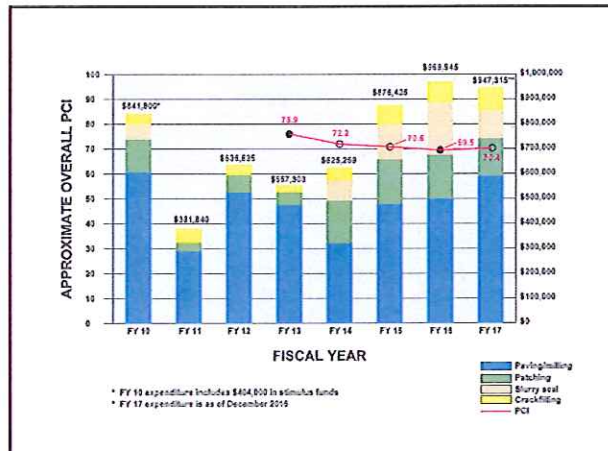
PCI Index for Streets

- 12/2012 Survey: Hagerstown City-wide PCI= **75.9**
- 9/2015 Survey: Hagerstown City-wide PCI= **69.5**
- With recent work (neglects deterioration since 9/15 survey), PCI is estimated at **70.4**
- Comparisons (provided by consultant):

<u>Jurisdiction</u>	<u>Overall PCI Ratings</u>	<u>Centerline Miles</u>
City of Hagerstown, MD	70.4	126
Blacksburg, VA	64.9	129
Malden, MA	52.9	134
Salem, VA	75.4	178
Vineland, NJ	69.5	249
Redland, CA	53.4	349
City of Suffolk, VA	79.2	691
Montgomery County, MD	71.2	1500
Takoma Park, MD	76.8	77

Over 70 is considered "satisfactory"...the question is can we keep them in good shape?





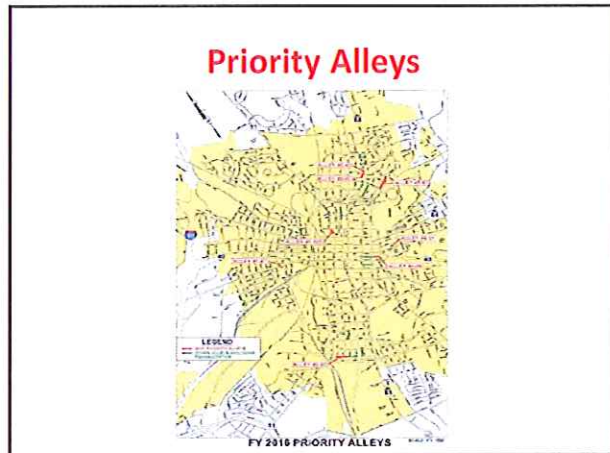
City of Aspen
State Street Trench State Highway One Revenue Detail
as of February 14, 2017

	Total	Yearly Charge	One-Time	Actual Allocation	Yearly Charge	One-Time
FY10 Actual	1,819,118.26			1,866,101.05		
FY11 Actual	1,747,621.80	-4%	-5%	2,275,621.80	40%	44%
FY12 Actual	1,611,817.12	-8%	-8%	1,611,817.12	-2%	-8%
FY13 Actual	461,128.50	35%	-7%	461,128.50	10%	-7%
FY14 Actual	311,114.70	-31%	-6%	311,114.70	-36%	-6%
FY14 Actual - includes pre-time allotment	1,119,779.51	24%	+5%	1,119,779.51	5%	-6%
FY15 Actual - includes pre-time allotment	1,111,179.18	8%	-4%	743,955.36	33%	8%
FY16 Actual - includes pre-time allotment	1,124,207.10	12%	-10%	814,403.88	39%	-2%
Estimated FY17 based on FY16 trend						
FY17 Proposed Annual Allocation - includes pre-time	1,110,254.18	-2%	-8%	176,766.19	36%	-6%
Estimated FY18 budget based on FY16 trend						
FY18 Budget Annual Allocation - includes pre-time	1,402,897.88	+26%	-32%	1,402,897.88	1%	-4%

PCI Index for Alleys

- Condition survey of alleys was also completed in 2015. The study looked at 144 different alleys, and the network PCI was **46.9** which is considered "poor"
- Based on this, and the fact that we did not rebuild hardly any alleys for a couple decades, \$769,000 was added in the 2017 bond issue and another \$291,000 is programmed in proposed FY18 budget.





CAPITAL IMPROVEMENT PROGRAM

FY '18 thru FY '22

City of Hagerstown, Maryland

Project # 45-C0025

Project Name Pavement Preservation Program

Type Maintenance

Department Engineering

Useful Life 15 - 25 years

Contact Tissue

Category Buildings and Structures

Priority Planned Improvement

Location: City-wide

Year Submitted: Ongoing

Status Active



Description

Resurfacing of various streets and parking lots per pre-established plan. Includes overlay, crack-sealing, slurry-sealing, pavement markings and milling based on the presentation given to Mayor and City Council.

The City utilizes all HURs funding received to fund a portion of our Pavement Preservation program and other applicable capital projects. We received one-time additional monies in the 2016 state approved budget but early indications from the State are that funding will be reduced significantly. We will only spend what the State provides.

FY18: Includes funds for paving portions of Salem Ave., Pangborn Blvd, Mulberry Ave, Marshall St. and others. It also includes funds for crack sealing, pavement marking, and slurry seal.

Justification

November 2015 presentation to Mayor and Council showed that approximately \$1,100,000 needs spent annually to maintain the Pavement Condition Index. In 2013, the CPI was 77 (good overall condition) but due to drop in funding in 2013 and 2014, our Pavement Condition Index dropped to 74 in 2015.

In 2010 we expanded the program to include slurry-seals and crack-sealing in addition to overlay. Both slurry seal and crack sealing slow pavement deterioration, delaying the need for a full pavement overlay.

Budget Impact/Other

Pavement preservation keeps operational costs down, extends the service life of all streets and maintains pavement to a level acceptable to the public. We want to use the "right treatment at the right time on the right street". Estimated that \$20,000 annually will be saved on patching and repairs if the streets are properly preserved by this program.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Construction/Maintenance	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000
Total	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
CIP Fund Balance	134,000					134,000
State Highway User Revenue	1,066,000	1,200,000	1,200,000	1,200,000	1,200,000	5,866,000
Total	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000

DRAFT

CAPITAL IMPROVEMENT PROGRAM

FY '18 thru FY '22

City of Hagerstown, Maryland

Project # 45-C0324
Project Name Alley Reconstruction

Type Improvement
Useful Life 40 years
Category Infrastructure-Alleys
Location: Various locations
Year Submitted: Ongoing
Department Engineering
Contact Tissue
Priority Planned Improvement
Status Active



Description

Replace deteriorated alleys. In 2014 staff conducted a comprehensive condition survey of all the alleys in the city. The overall network is in relatively poor condition. We are suggesting that we use bond proceeds to begin to catch up on the overall condition.

FY18:

Alley 1-123 (beside Memorial Rec.) \$40,000
 Alley 1-124 (Alley 1-123 to Jonathan St) \$37,000
 Alley 2-118 (Donut Alley) \$45,000
 Alley 5-54 (E. Irvin to Mulberry Avenue) \$70,000

FY18: To complete FY17 Alley Projects

Alley #2-117 (Chestnut Street to Maryland Avenue) \$47,000
 Alley #2-129 (Maryland Avenue to Spruce Street) \$24,000
 Alley #1-041 (Berner Avenue and West Side Avenue) \$28,000

FY19:

Alley 5-42 (Laurel Street to Cypress Street) \$38,000
 Alley 5-41 (Laurel to Alley 5-42) \$30,000
 Alley 5-49 (Manila Avenue to Hillcrest Road) \$65,000
 Alley 5-52 (Hillcrest to Mulberry) \$64,000

*Confirm with Columbia gas that no mains/services require replacement

** Estimates do not include retaining walls or drainage structures.

DRAFT

Justification

Replacement - useful life has been exhausted and surface is deteriorated.

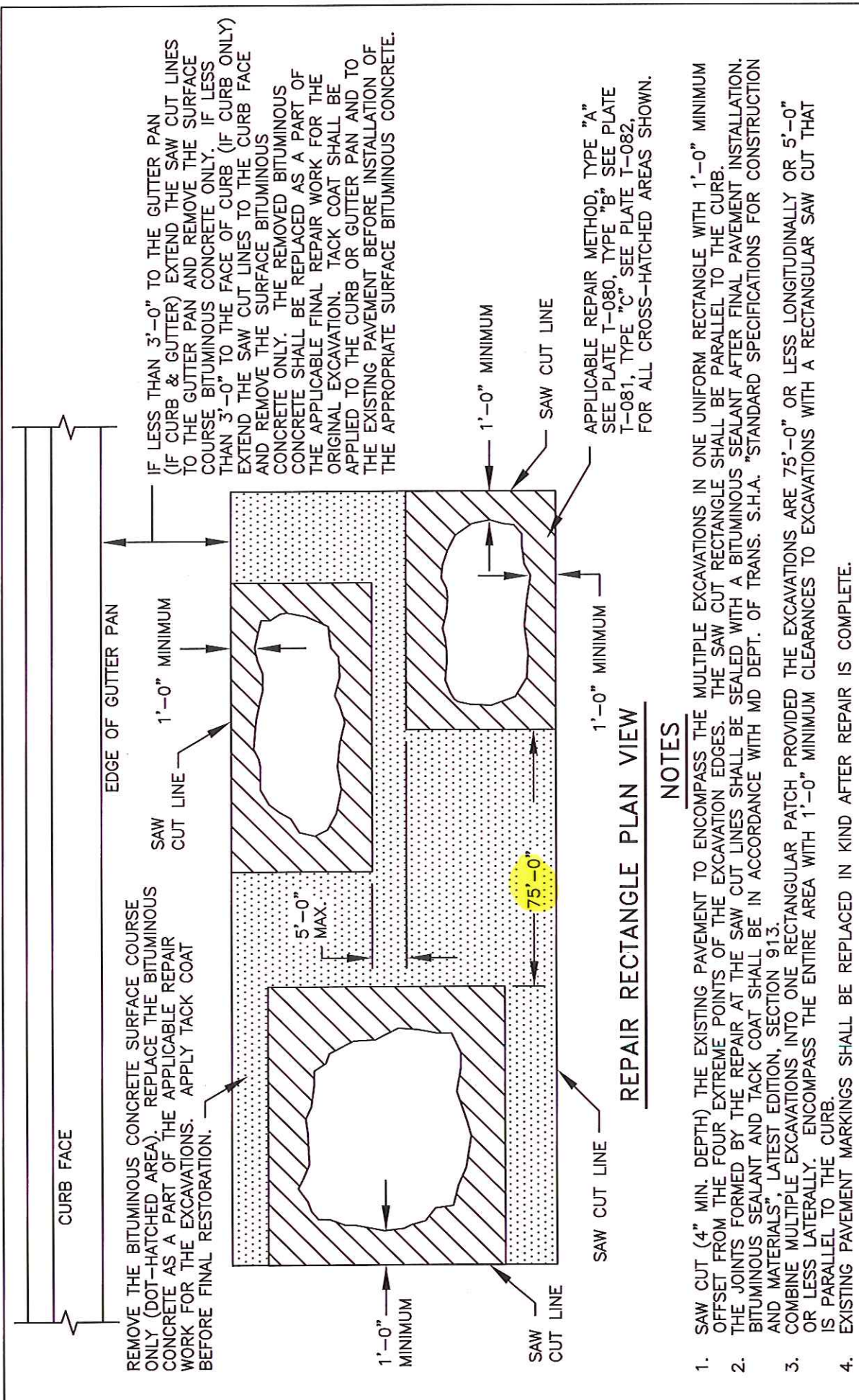
Budget Impact/Other

Creating CIP to replace or build alleys frees DPW to focus on other priorities. Operational impact is minimal (less than \$1,000/year saved) since the City performs little maintenance on alleys. However, the Public demands better road conditions and this addresses that service request.

Based on a 20 year term, preliminary annual debt service impact for the 2017 general fund supported bond issue of \$769K is \$56.6K.

Expenditures	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Construction/Maintenance	291,000	197,000				488,000
Total	291,000	197,000				488,000

Funding Sources	FY '18	FY '19	FY '20	FY '21	FY '22	Total
Bond Financing (General Fund)	191,000	197,000				388,000
Prior Bond Proceeds	100,000					100,000
Total	291,000	197,000				488,000



REPAIR RECTANGLE PLAN VIEW

NOTES

1. SAW CUT (4" MIN. DEPTH) THE EXISTING PAVEMENT TO ENCOMPASS THE MULTIPLE EXCAVATIONS IN ONE UNIFORM RECTANGLE WITH 1'-0" MINIMUM OFFSET FROM THE FOUR EXTREME POINTS OF THE EXCAVATION EDGES. THE SAW CUT RECTANGLE SHALL BE PARALLEL TO THE CURB.
2. THE JOINTS FORMED BY THE REPAIR AT THE SAW CUT LINES SHALL BE SEALED WITH A BITUMINOUS SEALANT AFTER FINAL PAVEMENT INSTALLATION. BITUMINOUS SEALANT AND TACK COAT SHALL BE IN ACCORDANCE WITH MD DEPT. OF TRANS. S.H.A. "STANDARD SPECIFICATIONS FOR CONSTRUCTION AND MATERIALS", LATEST EDITION, SECTION 913.
3. COMBINE MULTIPLE EXCAVATIONS INTO ONE RECTANGULAR PATCH PROVIDED THE EXCAVATIONS ARE 7'-0" OR LESS LONGITUDINALLY OR 5'-0" OR LESS LATALLY. ENCOMPASS THE ENTIRE AREA WITH 1'-0" MINIMUM CLEARANCES TO EXCAVATIONS WITH A RECTANGULAR SAW CUT THAT IS PARALLEL TO THE CURB.
4. EXISTING PAVEMENT MARKINGS SHALL BE REPLACED IN KIND AFTER REPAIR IS COMPLETE.

City of Hagerstown

State Shared Taxes: State Highway User Revenue Detail
as of February 14, 2017

	Total	Yearly Change	Over FY09	One-Time Allotments	Annual Allocation	Yearly Change	Over FY09
FY09 Actual	1,899,839.05				1,899,839.05		
FY10 Actual	217,621.80	-89%	-89%		217,621.80	-89%	-89%
FY11 Actual	161,387.12	-26%	-92%		161,387.12	-26%	-92%
FY12 Actual	469,325.59	191%	-75%		469,325.59	191%	-75%
FY13 Actual	301,934.70	-36%	-84%		301,934.70	-36%	-84%
FY14 Actual - includes one-time allotment	1,039,879.51	244%	-45%	722,881.83	316,997.68	5%	-83%
FY15 Actual - includes one-time allotment	1,081,978.18	4%	-43%	748,955.36	333,022.82	5%	-82%
FY16 Actual - includes one-time allotment	1,224,207.10	13%	-36%	884,465.39	339,741.71	2%	-82%
Estimated FY17 based on 9/15/16 memo							
FY17 Projected Annual allotment - includes one-time	1,210,254.03	-1%	-36%	873,766.19	336,487.84	-1%	-82%
Estimated FY18 budget based on 9/15/16 memo							
FY18 Budget Annual allotment - includes one-time	340,997.68	-72%	-82%	TBD/Unknown	340,997.68	1%	-82%

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

Topic:

Cross Creek Water Service Request/Policy Exemption Request - *Michael Spiker, Director of Utilities*

Mayor and City Council Action Required:

Requested approval of the Cross Creek Water Policy Exemption

Discussion:

In early 2011, Mr. Christopher Smith and his engineering group met with Utilities Staff, City Administrator, Legal Counsel and the Economic Development Director to discuss an extension of water service to commercial lots at Cross Creek Development. Attached are the memorandum, notifications, and background information related to the discussion. The location of the requested service is external to the City of Hagerstown's Medium Range Growth Area (MRGA) and in order to supply water service, will require an approved exemption by the Mayor and Council under "Exemption 2. System Improvement" of the City of Hagerstown Water and Wastewater Policy. Exemption 2 states; "Upon the recommendation of the Director of Utilities to, and approval by, the Mayor and Council, a system extension would provide a vital improvement or enhancement to the operation or efficiency of the water and/or wastewater system."

As Director of Utilities, I am recommending approval of the exemption due to the planned enhancement it will provide to our water system. Cross Creek is located within the rapidly expanding Sharpsburg Pike area and a proposed tie between water mains will allow us to operate the water system with greater efficiency and assist in meeting the current regulatory requirements related to disinfectant byproducts. If approved, the developer will move through the Pre-Annexation Policy request (which has begun) and through the design process as approved by the Utilities Department Engineering Division.

The project on Lot 4 will entail the construction of a two story, ten thousand square foot office building on 2.5 acres requesting 3 Equivalent Dwelling Units (EDU) of allocation. \$7,5000.00 in Water Division Allocation Fees will be assessed and the projected usage will have a negligible effect on the production and distribution system of the Water Division. The future project on approximately 11.98 acres at Lot 3 will contain the system enhancements

Financial Impact:

Additional revenue for the Water Division

Recommendation:

Staff Recommended Approval

Motion:

Action Dates:

Work Session 02/14/

ATTACHMENTS:

File Name

Water_Division_Memo_Cross_Creek_Exemption_021417.pdf

Description

Water Division Memo Cross
Creek Exemption 021417

City of Hagerstown



Department of Utilities

425 East Baltimore Street
Hagerstown, MD 21740-6105

1 Clean Water Circle
Hagerstown, MD 21740-6848

51 West Memorial Blvd
Hagerstown, MD 21740-6848

February 14, 2017

TO: Valerie Means, City Administrator

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

SUBJECT: Cross Creek Water Service Request/Policy Exemption Request

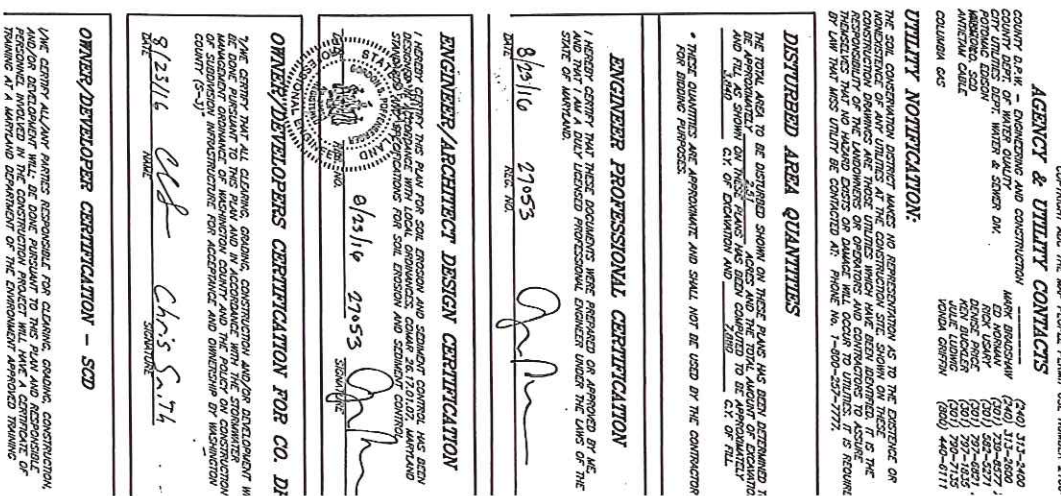
ACTION: Discussion/Approval of Exemption Request

In early 2011, Mr. Christopher Smith and his engineering group met with Utilities Staff, City Administrator, Legal Counsel and the Economic Development Director to discuss an extension of water service to commercial lots at Cross Creek Development. Attached are the memorandum, notifications, and background information related to the discussion. The location of the requested service is external to the City of Hagerstown's Medium Range Growth Area (MRGA) and in order to supply water service, will require an approved exemption by the Mayor and Council under "Exemption 2. System Improvement" of the City of Hagerstown Water and Wastewater Policy. Exemption 2 states; "Upon the recommendation of the Director of Utilities to, and approval by, the Mayor and Council, a system extension would provide a vital improvement or enhancement to the operation or efficiency of the water and/or wastewater system."

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SITUATE AT 10303 REMINGTON DRIVE
WASHINGTON COUNTY, MARYLAND

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MAYOR
Robert E. Bruchey II

COUNCIL
William M. Breichner
Martin E. Brubaker
Forrest Easton
Ashley C. Haywood
Lewis C. Metzner

CITY ADMINISTRATOR
Bruce Zimmerman

CITY CLERK
Donna K. Spickler

DIRECTOR OF UTILITIES
Michael S. Spiker



Electric Division
Nathan Fridinger
425 East Baltimore St.
301.739.8577 ext. 143
Fax: 301.739.7958



Wastewater Division
Donald Barton
1 Clean Water Circle
301.739.8577 ext 650
Fax: 301.733.2873

Water Division
Nancy Hausrath
51 W. Memorial Blvd.
301.739.8577 ext. 680
Fax: 301.733.7482

CITY OF HAGERSTOWN

1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740
301.739.8577 EXT 680 • FAX 301.733.7482 • TDD 301.797.6671

March 11, 2011

Cross Creek Builders, LLC
Attn. Christopher Smith, Esq.
10306 Remington Drive, 2nd Floor
Hagerstown, MD 21740

Re: Water Availability Request at the intersection of Sharpsburg Pike/Poffenberger Road

Dear Mr. Smith,

The City of Hagerstown is in receipt of documentation dated January 10, 2011 and January 17, 2011, detailing your request of Water service for the aforementioned property. City Staff met on February 1, 2011 with representatives of Cross Creek Builders to discuss issues surrounding your request as they pertain to the Medium Range Growth Area and the provisions contained within the City of Hagerstown Water and Wastewater Policy (Policy), which details exceptions for Water and Wastewater requests for service. I will, as Director of Utilities, recommend that water service be provided to the parcel in question under item 2 of the Policy, "System Improvement" providing the following standard provisions are met:

1. An approved site plan/subdivision request identifying all property owners submitted with the request
2. A request for Equivalent Dwelling Units (EDU) submitted with the request
3. An approved Pre-Annexation Agreement signed by all property owners
4. An installation of a water line at the owners expense to tie in the existing water mains between Battle Creek Boulevard and Poffenberger Road

Until such time that the site plan and associated information is received, please consider this document as our assurance that your request will be presented to the Mayor and Council of the City of Hagerstown as an exemption under item 2 of the Policy, "System Improvement". Per the Policy, the Director of Utilities will make the recommendation stated above to the Mayor and Council but only the Mayor and Council can grant approval. I look forward to your review and acceptance of the provisions by the end of April.

Respectfully,

Michael S. Spiker

Director of Utilities

C: Bruce Zimmerman
John Urner
John Lestitian
Ed Norman
Nancy Hausrath



Michael Spiker

From: Michael Spiker
Sent: Wednesday, March 30, 2011 2:49 PM
To: 'Michael H. Shifler'
Subject: RE: Cross Creek Builders-Letter Regarding Water Availability Dated March 11, 2011

Hi Mike,

Per our phone conversation:

1) You confirmed that the word "request" in conditions 1 & 2 refer to "Water and Wastewater requests for service" as stated in the first paragraph of the letter. Answer: You are correct, the initial "request" for water/wastewater service will trigger the request for an exemption under item 2 "System Improvement" of the City of Hagerstown Water and Wastewater Policy.

2) Condition 4 is a requirement to construct a new water main along or near the Route 65 frontage from the terminus of the main on Poffenberger Road to Battle Creek Boulevard. Service to Cross Creek Commercial will be from this future main. Answer: The construction of the new water main tie would occur along the eastern perimeter of the property. You and I will verify this location per the "as built" documents on file.

Mike

Michael Spiker
Director of Utilities
City of Hagerstown
425 East Baltimore Street
Hagerstown, MD 21740
301.790.2600 P
301.739.7958 F

DISCLAIMER: All City of Hagerstown email recipients are cautioned that messages sent and received via the City's email system may be considered public record pursuant to the Maryland Public Information Act, and may be subject to inspection and copying by the public.

-----Original Message-----

From: Michael H. Shifler [<mailto:mshifler@foxassociatesinc.com>]
Sent: Wednesday, March 30, 2011 8:29 AM
To: Michael Spiker
Cc: Christopher Smith; Hilton Smith
Subject: Fw: Cross Creek Builders-Letter Regarding Water Availability Dated March 11, 2011

Hi Mike

I would just like to follow up our phone discussion yesterday regarding my questions for clarification of the letter content attached.

1) You confirmed that the word "request" in conditions 1 & 2 refer to "Water and Wastewater requests for service" as stated in the first paragraph of the letter.

2) Condition 4 is a requirement to construct a new water main along or near the Route 65 frontage from the terminus of the main on Poffenberger Road to Battle Creek Boulevard. Service to Cross Creek Commercial will be from this future main.

You also stated that the end of April deadline established is only for written acceptance of conditions stated in the above referenced letter(i.e. site plan submission and request for water/wastewater service can occur at such time as the developer has an end user)

Mike-Please provide me with your concurrence. Also, please know that we sincerely appreciate the efforts of you, Bruce Zimmerman and other city staff provided for your reconsideration to provide water service to the Cross Creek commercial property.

Thanks,
Mike Shifler

_____ Information from ESET NOD32 Antivirus, version of virus signature database 5999
(20110330) _____

The message was checked by ESET NOD32 Antivirus.

<http://www.eset.com>

Cross Creek Builders, LLC.

10306 Remington Dr., 2nd Floor
Hagerstown, Maryland 21740
(301) 733-4365
Fax (301) 733-5675

4/22/11
To: Mike S.
Thanks,
Bruce

April 19, 2011

Michael S. Spiker
Director of Utilities
1 East Franklin Street
Hagerstown, MD 21740

APR 21 2011

RE: Water Availability Request at the intersection of Sharpsburg Pike/Poffenberger Road.

Dear Mr. Spiker:

Cross Creek Builders, LLC is in receipt of your letter dated March 11, 2011 detailing your conditional recommendation for public water service to the subject property due to its meeting the criteria of exemption #2, "System Improvement," under the current City of Hagerstown Public Water Policy. Cross Creek Builders agrees to the terms of this proposal. Thanks to all of the City's staff for assisting in this process.

Yours truly,



Christopher R. Smith, Esq.

CC: Bruce Zimmerman
John Urner
Hilton C. Smith, Jr.

City of Hagerstown
Water and Wastewater Policy

Adopted: February 24, 2004

Amended: July 29, 2008

Amended: September 22, 2009

Amended: October 11, 2016

The City of Hagerstown will not extend or expand water or wastewater services beyond the Hagerstown Medium-Range Growth Area or the Hagerstown Long-Range Growth Area as defined in the City's Annexation Policy, and shall not allow new connections to the existing lines located outside the Hagerstown Medium-Range Growth Area or Long-Range Growth Area. Reference: City of Hagerstown 2008 Comprehensive Plan, Policy 4-4. The following eight exceptions may be granted:

1. Condemnation or Impending Failure of an Existing Private Water or Septic System. The governing health authority has provided a request with documentation or certification to the Utilities Department that, to obtain a water or wastewater service connection, the existing private water or wastewater system for an existing dwelling or nonresidential building has been condemned, or has impending failure, and a reasonable alternate system is otherwise not available. Service approved by the Utilities Department using this exception is contingent upon acceptance and signing of a service contract by the owner providing for the allocation of costs of extending and maintaining the service to the property and that such service shall be subject to all applicable policies, procedures and practices. Reference: City of Hagerstown 2008 Comprehensive Plan, Policy 4-4.
2. System Improvement. Upon the recommendation of the Director of Utilities to, and approval by, the Mayor and Council, a system extension would provide a vital improvement or enhancement to the operation or efficiency of the water and/or wastewater system.
3. Connection to an Existing Lot of Record for a Single-Family or Two-Family Dwelling. Service approval by the Utilities Department is contingent upon the following: (a) outside the Long-Range Growth Area, lot was an existing lot of record prior to February 24, 2004; (b) between the Medium-Range Growth Area and Long-Range Growth Area boundaries, lot was an existing lot of record prior to April 22, 2008; (c) lot is contiguous to a right-of-way containing a City water or wastewater line that was in existence at the time the property became a lot of record. Any exception the Utilities Department may determine is warranted will be given with the following limitations and conditions: (a) the maximum allocation shall not exceed two hundred (200) gallons per day for one dwelling unit, or 400 gpd for a two-family dwelling if allowed by County zoning and if it does not involve a subdivision; and b) service is contingent upon acceptance and signing of a service contract by the owner providing for the allocation of costs of extending and maintaining the service to the property and that such service shall be subject to all applicable policies, procedures and practices.

4. Redevelopment of a Property Containing an Existing Customer. Service approval by the Utilities Department using this exception is contingent upon there being no addition of land area to the existing lot(s) of record containing the existing customer(s) and there being no increase in the existing allocation as a result of the redevelopment.
5. Pre-existing Water or Wastewater Agreement. Service approval by the Utilities Department using this exception is contingent upon a water or wastewater agreement having been in place prior to July 29, 2008, which guaranteed water or wastewater service to this property as a condition of the construction and/or provision of land for the construction of the water or wastewater line at issue.
6. Economic Development Project. Service approval using this exception is contingent upon recommendation of the County Commissioners, the City and County Economic Development Directors, and the City Director of Utilities to, and approval by, the Mayor and Council, for a vital economic development project located in a targeted area for industrial and/or non-retail commercial development.
7. Pre-Annexation Agreement. Service approval by the Utilities Department using this exception is contingent upon a pre-annexation agreement having been approved by the Planning and Code Administration Division and recorded in the County Courthouse prior to April 22, 2008.
8. Affordable Housing Project. Service approval using this exception is contingent upon recommendation of the County Commissioners, the City Administrator or designee, the County Administrator or designee, and the City Director of Utilities to, and approval by, the Mayor and City Council, for an affordable housing project restricted to households with annual incomes up to 80% of AMI (Area Median Income) and located in close proximity to economic development target areas and adjacent to development served by City water and/or wastewater.

The granting of exceptions one through five and eight above is contingent upon the property owner submitting a pre-annexation agreement to the City of Hagerstown that offers the property for annexation at such time as the corporate boundaries of the City reach the property and the Mayor and City Council determines annexation to be advantageous to the City of Hagerstown. For exception number six above, this pre-annexation agreement requirement may be subject to negotiation between the City of Hagerstown and Washington County.

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

Topic:

New Office Lease for BuroBox at 60 W. Washington Street - *Amanda Whitmore, Downtown Coordinator*

Mayor and City Council Action Required:

We are requesting review of a proposed lease agreement for a new BuroBox office tenant, Synergy Coaching, LLC, at 60 West Washington Street. With the support of the Mayor and City Council at the February 14, 2017 Work Session, staff will seek approval of the lease agreement during the Regular Session on February 28, 2017. Key terms and conditions of the proposed lease are listed below.

Discussion:

Background:

At the October 25, 2016 Regular Session, the Mayor and City Council approved the packet of Burobox Membership Agreements as drafted by the City attorney and staff. The packet of Burobox Membership Agreements was reviewed during the October 18, 2016 Mayor and City Council Work Session.

Key terms and conditions of the proposed lease include:

Office 1:

- Recommended Business Owner – Shawna Ploscaru
- One year term
- Lease is for \$1,200 annually (\$100 monthly) for approximately 100 square feet.

Business Description:

- Business Name: Synergy Coaching, LLC
- Business Type: Startup Business
- Business Description: To create whole people by helping them succeed in their health and fitness goals through a combined approach of proper nutrition education, unique fitness programming and by building a support community focused on mindfulness and positivity.

The prospective tenant's application, business description, and credit score was reviewed by Staff. Staff has worked with the prospective tenant and City Attorney Jason Morton to review all aspects of the proposed lease. A copy of the proposed lease agreement is attached.

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_BuroBox_Office_Tenant_Ploscaru.pdf

Description

Approval of New Office
Lease for BuroBox at 60 W.
Washington Street



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

To: Valerie Means, City Administrator

From: Amanda Whitmore, Downtown Coordinator

Date: February 14, 2017

RE: Approval of New Office Lease for BuroBox at 60 W. Washington Street

We are requesting review of a proposed lease agreement for a new BuroBox office tenant, Synergy Coaching, LLC, at 60 West Washington Street. With the support of the Mayor and City Council at the February 14, 2017 Work Session, staff will seek approval of the lease agreement during the Regular Session on February 28, 2017. Key terms and conditions of the proposed lease are listed below.

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Background:

At the October 25, 2016 Regular Session, the Mayor and City Council approved the packet of Burobox Membership Agreements as drafted by the City attorney and staff. The packet of Burobox Membership Agreements was reviewed during the October 18, 2016 Mayor and City Council Work Session.

Attachments: Draft lease for Synergy Coaching, LLC

- c. Jill Frick, Director of DCED
Eric Deike, Director of Public Works
Michelle Hepburn, Director of Finance

LEASE AGREEMENT

THIS LEASE AGREEMENT entered into on this 28th day of February, 2017, between The City of Hagerstown, Maryland, a municipal corporation existing under and by virtue of the laws of the State of Maryland, hereinafter called "City," and Synergy Coaching, LLC, hereinafter called "Tenant" or "Member."

SECTION I **DEMISE OF PREMISES**

City, 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 City a portion of the space located on the first floor of 60 West Washington Street, Hagerstown, Maryland ("the Burobox"), together with all improvements thereon. The portion of the Burobox leased hereby is particularly described in and/or shown as on Exhibit A attached hereto and made part hereof, the said real property and improvements being hereinafter referred to as the "Premises."

SECTION 2 **TERM**

The term of this Lease shall commence on the 1st day of March, 2017, and end on the last day of February, 2018, at 11:59 p.m., unless extended by written agreement between the parties or extended as otherwise set forth herein.

SECTION 3 **RENT**

A. DURING THE PERIOD OF THIS LEASE, RENTAL SHALL BE PAID BY TENANT AS FOLLOWS:

For the period of March 1st, 2017 to February 28, 2018, rental shall be One Hundred and 00/100 (\$100.00) Dollars per month, which Tenant shall pay in advance on the first day of each month, with the first month's rent due on or before March 1st, 2017.

B. LATE FEES. In the event the Rent and/or Additional Rent hereunder shall not be received by the City within five (5) days of its due date, a late charge of TEN DOLLARS and 00/100 (\$10.00) shall be added thereto. After three (3) late fees have been assessed, this Lease Agreement is terminable at the option of the Landlord.

C. SECURITY DEPOSIT. Contemporaneously with the execution of this Lease Agreement, Tenant shall deposit the sum of one month's rent (\$100.00) with City as a security deposit. The security deposit shall be held by the City in a non-interest bearing account as security for the faithful performance by the Tenant of all Tenant's obligations under this Lease.

D. Payment of rental invoices may be made by check, money order, or credit card (if made in person) at City Hall at 1 East Franklin Street, Hagerstown, MD 21740. In addition, payments can be made online at <https://mycity.hagerstownmd.org>. No cash will be accepted. Should the Tenant designate to pay by check or money order, payment shall be made to: City of Hagerstown. A \$30 fee shall be assessed for all returned checks. After a second returned check, all payments shall be made by money order or credit card.

SECTION 4
USE FEES; UTILITIES

City shall be responsible for paying water, sewer, electricity, gas, heating, internet, and trash collection.

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

SECTION 5
COMPLIANCE TO MAINTAIN INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against loss by fire or other causes, or which will increase the rate of fire or other insurance on the building beyond the initial rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the monthly rental payments. 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 City. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as so affecting the insurance risk.

SECTION 6
MAINTENANCE

Tenant agrees to keep the Premises in neat and orderly condition. City shall maintain the Premises in good repair and will make all ordinary and replacement repairs at its expense, including but not limited to lighting fixtures; however, Tenant shall pay for all repairs necessitated by the willful or negligent acts of itself, its agents, employees, licensees or invitees. City shall be responsible and pay for all janitorial and cleaning services as may be necessitated or required in the leased area. City agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the building, as well as the electrical, heating, cooling and plumbing systems.

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 City, after submission of the plans therefor to City for review and prior approval. Any alterations, additions, or changes as City shall permit in writing shall be made at Tenant's expense. Tenant agrees that all improvements to the Premises shall become the property of the City at the time of installation.

SECTION 8
COMMENCEMENT OF TERM/OCCUPANCY

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

SECTION 9
USE

The Premises shall be used by the Tenant solely for the purpose of a Synergy Coaching, LLC DBA Power Stride Athletics business and any related business activities. **No retail activities are permitted on the Premises, except by written permission of the City.** No other use may be made of the premises unless same is approved in writing by the City.

SECTION 10
COMMON AREAS;
KEY ACCESS

The Tenant shall have access to the restrooms, kitchenette, hallways, co-working area and conference room (which is available by reservation) and such other areas as may be designated common areas on the Premises on a shared basis as depicted on Exhibit A, and in accordance with the rules and regulations of the Landlord, which rules and regulations may be amended at the Landlord's sole discretion from time to time. A copy of the current rules and regulations is attached hereto as Exhibit B, and incorporated herein. Tenant shall comply with all such rules and regulations as published, revised and promulgated from time to time. The City will provide the Tenant with keys with which to access to the Premises in accordance with the attached "Key Agreement," a copy of which is attached hereto as Exhibit C. The City reserves the right to change locks and provide new keys to Tenant on an as needed basis when locks are changed. In the event Tenant loses or misplaces keys, then Tenant shall pay Landlord an amount sufficient to cover the cost of changing locks and obtaining and providing replacement keys. Tenants are permitted access to the Premises at any time.

SECTION 11
FURNITURE

All furniture and equipment provided in the BüroBox is the property of the City and shall not be removed from the Premises. Tenant shall promptly report any and all damages incurred to the Premises and/or furniture and equipment to the City. Tenant shall pay for all repairs/replacements of furniture and/or equipment necessitated by the willful or negligent acts of itself, its agents, employees, licensees or invitees. The Tenant shall not install or place any furniture or equipment on the Premises, without the written consent of the City.

SECTION 12
WIRELESS NETWORK USER AGREEMENT

Tenant shall abide by the terms of the Wireless Network User Agreement, attached hereto as Exhibit D, and as may be amended in writing by the City from time to time.

SECTION 13
SIGNS

Tenant shall be permitted to install the name of Tenant and its affiliated operation upon the written approval of City. The Tenant may not erect or place any signs on the exterior or visible to the exterior of the building, except by written permission of the City.

SECTION 14
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity.

SECTION 15
INDEMNITY AND LIABILITY INSURANCE

Tenant shall save and keep harmless and indemnify City, 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 City 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. City shall not be responsible for any loss, theft or damage to Tenant's belongings. Tenant is strongly encouraged to obtain its own rental insurance policy for protection of its belongings.

SECTION 16
INSPECTION OF PREMISES

Tenant agrees that City shall have the right to inspect the Premises at all reasonable times during business hours, at any time during the term of this Lease. City shall have the right to show the Premises to prospective tenants or purchasers.

SECTION 16
FIRE DAMAGE

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

In the event of untenability, City 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 Tenant's ordinary business purposes.

SECTION 17
DEFAULT OF TENANT; REMEDIES OF CITY

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 City and Tenant at the option of the City shall wholly cease and terminate, and the City, its agents or attorneys, shall have the absolute right to re-enter said premises, using force if necessary, to dispossess Tenant and all other occupants from the Demised Premises and to remove any or all of Tenant's property at the Demised 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.

Tenant shall have breached this Lease and shall be considered in default hereunder if (a) Tenant files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (b) involuntary proceedings are instituted against Tenant under any bankruptcy or insolvency law or act and not dismissed within ninety (90) days; or (c) Tenant ceases to maintain good standing status with the Maryland State Department of Assessments and Taxation.

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 City shall give the Tenant fifteen (15) days' notice in which to correct said violation. If same is not corrected within fifteen (15) days, the relationship of City and Tenant, within the absolute discretion and option of the City shall cease and terminate without further notice.

No entry or re-entry by City, whether resulting from summary proceedings or otherwise, nor any letting or reletting shall absolve or discharge Tenant from liability hereunder. Tenant's liability hereunder, even if there be no letting or reletting shall survive the issuance of any dispossess warrant, order of court terminating this Lease, or any other termination based upon Tenant's default. The words "enter," "re-enter," and "re-entry" as used in this Article and elsewhere in this Lease are not restricted to their technical legal meanings.

In any action or proceeding brought to enforce this Lease or any provision thereof, City shall be entitled to an award of reasonable attorney's fees to be paid by the Tenant.

SECTION 18 **TENANT HOLDING OVER**

This Lease shall terminate automatically upon the expiration of the term, or renewal term as the case may be. 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 (terminable by either party upon thirty (30) day's written notice).

SECTION 19 **CONTINGENCY**

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

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

SECTION 20 **SMOKING; ALCOHOL**

No smoking shall be permitted on the Premises. No alcohol shall be permitted on the Premises.

SECTION 21
APPROVALS

Any approvals required under the provisions of this Lease by City shall be as duly authorized by the Mayor and Council as its duly constituted legislative body.

SECTION 22
NOTICES

Unless another address shall have been substituted for such address by notice in writing, all notices or demands of any kind which either party may be required or may desire to serve on the other under the terms of this Lease may be served on the other: (1) by hand delivery by leaving a copy of such demand or notice for the party at the party's address set forth below, (2) by sending via nationally recognized commercial overnight courier a copy of such demand or notice to the party at the party's address set forth below, (3) by mailing, certified or registered US mail, return receipt requested, first class postage prepaid, a copy of such demand or notice to the party at its address set forth below, or (4) by sending a copy of such demand or notice via email, with a confirmatory copy by first class mail, to the party's e-mail and address, set forth below (**Tenant's address must be other than 60 West Washington Street, Hagerstown**):

City of Hagerstown:	City Administrator City of Hagerstown City Hall Hagerstown, Maryland 21740
---------------------	---

Tenant:	Synergy Coaching, LLC 248 Avon Road Hagerstown, Maryland 21740
---------	--

smploscaru@gmail.com

(e-mail)

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 purposes of this Lease or any provisions contained herein.

SECTION 24
PARTIAL INVALIDITY

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

SECTION 25
GOVERNING LAW

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

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

This Lease 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.

Tenant covenants and agrees that during the term of this Lease, neither Tenant nor any of Tenant's agents, employees, contractors, invitees, assignees, or sublessees shall cause any hazardous material to be brought upon, kept, or used in, on, or about the Premises or the Building or transported to or from the Premises or Building without the prior written consent of City.

This Lease is considered to be and shall be construed as a commercial lease.

THE PARTIES HERETO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE CITY AND/OR THE TENANT MAY BE PARTIES, ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS LEASE OR ANY PROVISION THEREOF. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS LEASE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE PARTIES HERETO, AND THE PARTIES HERETO HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT.

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:_____
Robert E. Bruchey, II, Mayor

WITNESS:

TENANT: Synergy Coaching, LLC,

BY:_____
Shawna Ploscaru, Owner

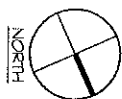
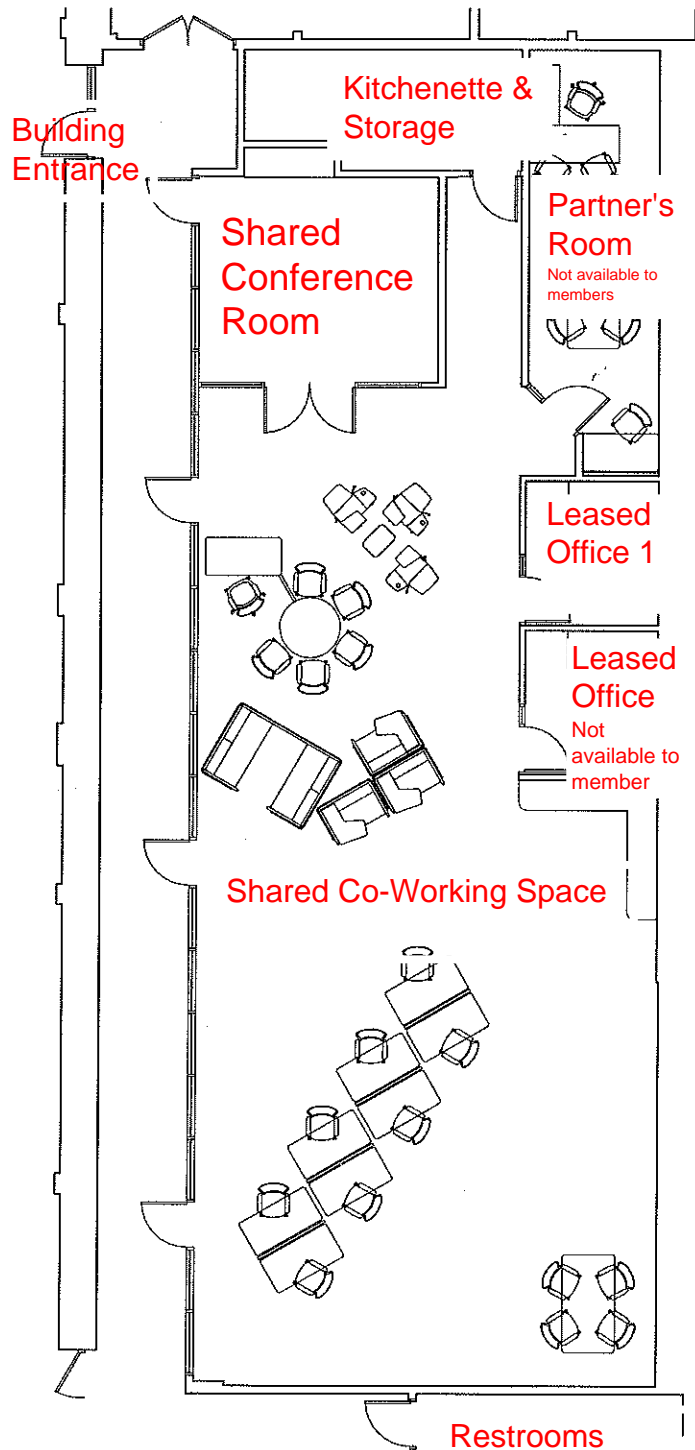


EXHIBIT A
Building Sketch

EXHIBIT B

RULES AND REGULATIONS OF THE BÜROBOX

General Facilities

1. Tenant shall not suffer or permit the obstruction of any Common Areas, including hallways, lobbies, or walkways.
2. Tenants shall not bring or keep bicycles, motorcycles, scooters or other vehicles into portions of the building. Bicycles can be locked in University Plaza. Motorcycles and scooters must be parked in appropriate parking spaces.
3. Tenant shall not make, suffer or permit litter except in appropriate receptacles for that purpose.
4. Tenant shall not alter any lock or install new or additional locks or bolts.
5. Tenant shall not deface walls, partitions or other surfaces of the Premises or the Building. Items can be hung on the walls within the offices using adhesive hooks.
6. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the cost of replacing any keys that are lost.
7. No window coverings, shades, awnings shall be installed or used by Tenant. Signs may not be permanently adhered to any wall. Signs are permitted in the windows of the office provided they are temporary, removable and do not leave any resemblance of residue.
8. No Tenant, employee or invitee shall go into the basement or upon the roof the Building.
9. Tenant shall not suffer or permit smoking or carrying of lighted cigar, cigarette or electronic cigarette within the premises or the Building.
10. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord or any dedicated system approved by Landlord.
11. Tenant shall comply with all safety, fire protection and evacuation regulations established by Landlord or any applicable governmental agency.
12. Short term, hourly street parking is available for a fee between the hours of 8am and 5pm. Long term, hourly garage parking for a fee is also available. Parking is the responsibility of the Tenant. No permits will be provided to Tenants or clients.
13. Tenant agrees to abide by the maximum occupancy requirement set by the Fire Marshal.

Services and Amenities

14. Hours for entry are: 24 hours, 7 days a week for offices. General Tenantship may use the facilities from 8am – 7pm, 7 days per week.
15. Equipment is not to be removed, damaged, or tampered with in any way. If there is an issue with any equipment, please call 301-739-8577 ext 111.
16. Late Fees: \$10. After the 3rd late payment, Tenantship may be terminated.
17. Returned Checks: \$30 returned check fee. After the 2nd occurrence, no check will be accepted.

18. Animals are not permitted with the exception of properly registered service and therapy animals. If you intend to utilize a service or therapy animal, you must complete the required form. In addition, certification and a doctors prescription is required to be submitted with the form. Form will be verified by a staff Tenant of the Landlord.
19. Alcohol is not permitted on the premises.
20. Tenant is required to label and date any food items in the refrigerator. It is also requested that food items be removed by day 5. Unlabeled or expired items may be disposed without permission.
21. Tenants are responsible for placing the trash in the collection location.
22. Office Tenants receive 250 black & white copies and 25 color copies per month. General Tenants receive 200 black & white copies and 20 color per month. Tenant should be mindful of the number of copies they are printing as Tenant will be billed for the overages which will be due the following month. Overage will be billed for both office Tenants and licensee Tenants at the following rates: \$0.15 per black & white and \$0.25 per color.
23. No hot plates are permitted on the premises. A microwave will be provided and food may be heated. Hot and cold drinks may be prepared using the Keurig or the water cooler.
24. The conference room is available on a first come first serve basis. Tenant will be required to reserve the room through the reservation system. Tenants are not required to pay a fee.
25. Lockers are available for day use only and may only be used by Tenants. The lockers are on a time limit of 8 hours. Please see How To manual on procedures.
26. No materials may be left in the lockers overnight as the lockers will automatically open after the time limit.
27. Limited office supplies are provided (ie, stapler, three hole punch, etc.) and Tenant agrees to use moderately.
28. Tenant acknowledges that no one will be available to sign for deliveries. The Landlord takes no responsibility for lost or stolen packages.
29. Furniture may be moved within the premises, but must be returned to its original position. No furniture or equipment may be removed from the premises.
30. Tenant shall not make or permit any noise that annoy or interfere with other Tenants or persons having business within the building.
31. Tenant agrees to have no more than 3 guests in the areas at any given time. If you have an employee, he/she must also have a Tenantship. Guests are defined as clients, customers or other invitees who spend less than three hours at the space.

Cleanliness

32. Tenant agrees to clean up after themselves and keep the premises in a neat and orderly condition.
33. Tenant agrees to eat any and all food items at a desk and not a chair with a swivel desk. This is to keep the upholstered chairs clean.

Internet Usages

34. Any unlawful use of the wireless internet is strictly prohibited.

Miscellaneous

35. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary. Landlord shall provide Tenant with copies of any new and/or modified rules or regulations prior to the effective date thereof. Tenant agrees to abide by these and such other rules and regulations.
36. Landlord reserves the right to waive any of these rules or regulations, and/or, as to any particular Tenant, and such waiver shall not constitute a waiver of any other rule or regulation subsequent application thereof to such Tenant.

TENANT KEY ISSUANCE AND RETURN CERTIFICATE

1. That the City of Hagerstown is designated as the Landlord for the agreed BüroBox property referred to herein;
2. That the Tenant named below accepts the Keys listed below for the BüroBox;
3. If a key is lost, stolen or damaged, a fee of \$30 for office and \$6 for keyless fob/card will be assessed to Tenant for replacement.
4. That upon termination of this Agreement, all Keys will be returned to the Landlord.

I accept custody of this Key(s) and I agree to abide by the terms and conditions itemized below:

Tenant will immediately report lost or stolen Keys, to the City of Hagerstown Department of Community and Economic Development at 14 N. Potomac St, Ste 200A, Hagerstown, MD 21740, or call (301) 739-8577 ext 111, or e-mail Burobox@hagerstownmd.org. In case of lost or stolen Keys, Tenant assumes financial responsibility to have the Key replaced, as deemed appropriate by the City of Hagerstown.

Under no circumstances is this Key to be duplicated and that unauthorized Key duplication subjects Tenant to immediate Agreement termination. Tenant agrees not to loan Keys, nor to provide to unauthorized individuals, under penalty of immediate Agreement termination. Tenant agrees to use the Keys provided to enter only those areas where Tenant is allowed access under Tenant Agreement provisions. Upon expiration or termination of the Lease Agreement, Tenant shall return all Keys to the City of Hagerstown Department of Community and Economic Development.

Signature of person(s) authorized to receive/return Keys	Date
--	------

Key Return:

Signature of person(s) authorized to receive/return Keys	Date
--	------

City of Hagerstown, Department of Community and Economic Development
14 N. Potomac St, Ste 200A, Hagerstown, MD, 21740
(301) 739-8577 ext 111 DCED@hagerstownmd.org

EXHIBIT D

Wireless Network User Agreement

All users of the BüroBox wireless connectivity agree to the following:

Terms of Use

Failure to follow the terms of use listed below may result in the patron being asked to sever his/her connections and termination of the Lease Agreement or License Agreement, at the Landlord's discretion.

1. Wireless users must not attempt to access or damage the network.
2. While using the BüroBox connection, wireless users may not use the Internet in any way that violates a Federal or State Law.
3. Wireless users must not behave in a manner that is disruptive to other BüroBox Tenants or staff.
4. Earphones must be used if sound is to be activated through a wireless unit.
5. Wireless users may not use the BüroBox internet services to display or disseminate sexually explicit materials.
6. Wireless users must not impersonate another person online.
7. Wireless network will required log-in information that is not to be shared with anyone. All users must have a valid Lease Agreement or License Agreement with the Landlord.

- BüroBox staff Tenants will not be available to assist in troubleshooting any network difficulty.
- BüroBox cannot guarantee that users equipment will be able to connect to the wireless network.
- BüroBox assumes no responsibility for any loss or damages done directly or indirectly to personal data or equipment, or for any damage or injury arising from loss of privacy while using the wireless connection.
- The wireless network is secure but it is still recommended to exercise caution when sending or receiving personal data over wireless connections.

I Agree to the Terms of Use set forth above:

Printed Tenant Name: _____ Tenant ID# _____

Signature _____ Date _____

EXHIBIT D

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

Topic:

4:55 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

4:55 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

5:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: