

# Mayor and Council

## 9th Special Session and Work Session

### March 21, 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."*

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**"The greatest results in life are usually attained by common sense and perseverance."**

**O. Feltham**

#### **4:00 PM WORK SESSION**

1. Proclamation: Developmental Disabilities Awareness Month - *Department of Health and Mental Hygiene Potomac Center*
2. Day in Annapolis Update - *Paul Frey, President, Washington County Chamber of Commerce*

**4:20 PM** 3. Preliminary Agenda Review

**4:30 PM** 4. Update of Breichner Plant/Edgemont Reservoir - *Michael Spiker, Director of Utilities*

**5:00 PM** 5. Donation of Art from Chevy Chase Land Company - *Rodney Tissue, City Engineer; William Cochran, Cochran Studio*

**5:05 PM** 6. 2017 Renewal of Sustainable Community Plan - *Alex Rohrbaugh, Planner*

**4:15 PM** 7. City Comprehensive Plan Update (*visionHagerstown 2035*) - *Alex Rohrbaugh, Planner*

**6:00 PM** 8. Payment in Lieu of Taxes (PILOT) Agreement for The Bethel Corporation - *Andrew Wilkinson, Divelbiss and Wilkinson Attorneys*

**6:20 PM** 9. Transportation Priorities - *Rodney Tissue, City Engineer*

**6:30 PM** 10. Mercersburg Academy Student Presentation Regarding Baseball Stadium - *John Leiner, Student*

#### **CITY ADMINISTRATOR'S COMMENTS**

#### **MAYOR AND COUNCIL COMMENTS**

#### **ADJOURN**

#### **SPECIAL SESSION**

- 6:00 PM** 1. Acceptance of a Donation of Public Art from Chevy Chase Land Company and Approval of Funding Plan  
*(Tabled 02/28/2017 - A motion to remove from table must be made to discuss this item)*
2. Introduction of an Ordinance: Authorizing the Purchase of Property Located at 11850 Indian Lane, Hagerstown, Maryland

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

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**Topic:**

Proclamation: Developmental Disabilities Awareness Month - *Department of Health and Mental Hygiene Potomac Center*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**



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

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**Topic:**

Day in Annapolis Update - *Paul Frey, President, Washington County Chamber of Commerce*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo\_-\_Day\_in\_Annapolis\_Update\_3-14-17.pdf

**Description**

Memo



# CITY OF HAGERSTOWN, MARYLAND

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**Donna K. Spickler**

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: [dspickler@hagerstownmd.org](mailto:dspickler@hagerstownmd.org)

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council  
Valerie Means, City Administrator

FROM: Donna Spickler, City Clerk

SUBJECT: Day in Annapolis Update

DATE: March 9, 2017

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Paul Frey, President and CEO of the Hagerstown-Washington County Chamber of Commerce, will be present at the March 14, 2017 Work Session to provide an update about the Community Coalition's Day in Annapolis.

Please let me know if you have any questions.

Thank you.



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

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**Topic:**

Preliminary Agenda Review

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Mar\_28\_2017\_Prelim\_Agenda.pdf

**Description**

Agenda



**10<sup>TH</sup> REGULAR SESSION  
MAYOR & CITY COUNCIL  
MARCH 28, 2017  
AGENDA**

**Preliminary Agenda**

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**7:00 p.m. REGULAR SESSION – *Council Chamber, 2<sup>nd</sup> floor, City Hall***

- I. CALL TO ORDER** - Mayor Robert E. Bruchey, II
- II. INVOCATION** - Councilmember Emily Keller
- III. PLEDGE TO THE FLAG**
- IV. ANNOUNCEMENTS**
  - A. Rules of Procedure – *Adopted December 20, 2016*
  - B. Use of cell phones during meetings is restricted.
  - C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
  - D. Meeting Schedule
    - 1. Tuesday, April 4, 2017 - Work Session at 4:00 p.m.
    - 2. Tuesday, April 11, 2017 – Work Session at 4:00 p.m.
    - 3. Tuesday, April 18, 2017 – Work Session at 4:00 p.m.
    - 4. Tuesday, April 25, 2017 – Regular Session at 7:00 p.m.
- V. GUESTS**

Proclamation: Maryland International Film Festival
- VI. CITIZEN COMMENTS**
- VII. PUBLIC HEARING**

Fulton Annexation
- VIII. CITY ADMINISTRATOR COMMENTS**
- IX. MAYOR & COUNCIL COMMENTS**
- X. MINUTES**

(February 7, 2017, February 14, 2017, February 21, 2017, and February 28, 2017)
- XI. CONSENT AGENDA**
  - A. Parks and Engineering:
    - 1. Climbing Wall for Potterfield Pool – Pyramide USA, Inc. (Frederick, MD) \$ 11,793.00

***Consent agenda continued***

C. Police:

1. Barrier Arms at Hagerstown Police Department Headquarters– Long Fence Company, Inc. (Ijamsville, MD) \$ 40,670.00
2. Concrete Planters at Hagerstown Police Department Headquarters – Petersen Manufacturing Co., Inc. (Denison, IO) \$ 6,005.68

D. Utilities:

1. Wastewater: Oxygen Generation Skid Rehab – Yeager Supply, Inc. (Reading, PA) \$ 19,726.40
2. Wastewater: Grinder Pump Assemblies – Fluid Solutions, Inc. (Westminster, MD) \$ 16,940.00

**XII. UNFINISHED BUSINESS**

- ✓ A. Approval of an Ordinance: Authorizing the Purchase of Property Located at 11850 Indian Lane, Hagerstown, Maryland

**XIII. NEW BUSINESS**

- A. Approval of a Resolution: 2017 Summer Play Camp – Hagerstown YMCA
- B. Approval of a Resolution: Girls, Inc. of Washington County
- C. Approval of a Resolution: Robert W. Johnson Community Center, Inc.
- D. Approval of a Resolution: Lease Agreement with The Mulch Man at 931 Eldridge Drive
- E. Approval of a Resolution: Residential Lease Agreement for 36-40 North Potomac Street, Unit 1
- F. Approval of a Resolution: Residential License Agreement for 36-40 N. Potomac Street, Unit 4
- G. Approval of Memorandum of Understanding Renewal – Washington County Department of Social Services: Adult Protective Services (APS)
- H. Approval of Contract for Reconstruction of Marsh Run – GRC General Contractor, Inc. (Zullinger, PA) \$ 315,000.00
- I. Approval of Community Development Block Grant (CDBG) Action Plan Amendments
- ✓ J. Approval of 2017 Renewal of Sustainable Community Plan
- K. Approval of 2017 Western Maryland Blues Festival Rain Insurance – Weather Insurance Agency \$ 9,991.00

**XIV. ADJOURN**

✓ *Items that have been discussed and reviewed previously or are of a routine nature and, therefore, additional information may not be attached to this agenda.*

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

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**Topic:**

Update of Breichner Plant/Edgemont Reservoir - *Michael Spiker, Director of Utilities*

**Mayor and City Council Action Required:**

Discussion on Water Division Memo Edgemont Remediation Project

**Discussion:**

See attached memo

**Financial Impact:**

To be determined

**Recommendation:**

Discussion

**Motion:**

NA

**Action Dates:**

Work Session 03/21/17

**ATTACHMENTS:**

**File Name**

**Description**

Water_Division_Memo_Edgemont_Remediation_Project_032117.pdf	Water Division Memo Edgemont Remediation Project 032117
Water_Division_Memo_FIGURE_X_- _Spillway_Void_and_Damage_Composite_Plan_032117.pdf	Water Division Memo FIGURE X - Spillway Void and Damage Composite Plan 032117
Water_Division_Memo_FIGURE_Y_SHEAR_KEY_032117.pdf	Water Division Memo FIGURE Y SHEAR KEY 032117



## DEPARTMENT OF UTILITIES

425 East Baltimore Street  
Hagerstown, MD 21740-6105

51 West Memorial Blvd  
Hagerstown, MD 21740-6848

March 10, 2017

To: Valerie Means, City Administrator  
From: Nancy Hausrath, Water Operations Manager  
Michael Spiker, Director of Utilities  
Subject: Edgemont Reservoir Improvements

Action: Discussion

Per previous discussions with the Mayor and Council, the following is supplied as a preliminary summary of findings resulting from the ongoing Edgemont Reservoir evaluation performed by Hazen and Sawyer Engineering. The evaluation of current conditions has been completed and preliminary recommendations are also complete. The primary focus of the evaluation was the repair and rehabilitation of the existing structures (earthen dam and the emergency spillway). To this end, the following improvements are being considered to address issues with both the earthen dam and emergency spillway:

1. Dam Rehabilitation which will require actual work to the earthen embankment at the toe to include toe drains, seepage drains, and modifications to the plunge pool. Work may also include the installation of a chimney drain and toe drain outlets. The cost for this work is estimated at \$500,000.
2. Grout Curtain/Grout Enhancements which will include taking advantage of the work that was completed in the 1960's and 1990's upstream of the spillway and crossing the earthen embankment. Work will also include the installation of a new grout curtain that will essentially "weave together pre-existing grouting to new grouting" to create a grout mesh barrier. Testing and analysis will be ongoing throughout the installation to ensure the end effectiveness of the grout curtain. The cost for this work is estimated at \$900,000.
3. Spillway Re-Construction which will require the removal of a section of the existing emergency spillway and the ogee wall. Once partial removal of the structure is completed, an evaluation of the existing underdrain will occur as will an evaluation of the 30" raw water conveyance line from Raven Rock. Repairs will be made as required to address subsurface seepage issues under this structure. The cost for this work is estimated at \$500,000.
4. Access Improvements will be required to enable needed access of construction equipment. Where feasible, the access improvements will remain in-place. Because of the nature of the work and work-site, some of the construction access improvements will have to be removed to allow for use of the reservoir. The cost for this work is estimated at \$150,000.

Because of the nature of this work, construction phase engineering and post construction services will be extensive and are estimated at \$656,000. Construction phase engineering services will include general construction administration (\$75,000), dam embankment monitoring and testing (\$150,000), grout curtain monitoring (\$60,000), and spillway monitoring and testing (\$250,000). In August Mayor and Council reviewed and approved the Study, Design and Bidding Engineering Proposal from Hazen and Sawyer with an estimated cost of \$415,000. Total Design, Construction, and Post-Construction Engineering Services are estimated at \$1,080,000.

At this juncture, staff is recommending that we acknowledge the potential for latent conditions that can potentially increase and/or modify the scope of work and as such is including a sizable construction contingency of \$1,677,500. It is possible that this contingency amount will not be fully utilized and it is staff's hope that the contingency amount will not increase as a result of latent conditions discovered during construction.

With the aforementioned in mind, the total estimated cost to complete the MDE Dam Safety Division required improvements to allow the City to place the Edgemont Reservoir back in service is \$5,807,500. The below chart provides the estimated costs in table format.

	Budget
<b>Engineering Services</b>	
Heavy Civil	\$120,000
Structural Design	\$230,000
Geotechnical Engineering	\$30,000
Project Bidding	\$35,000
Sub-Total	\$415,000
<b>Construction Services</b>	
Construction Administration	\$75,000
Dam Embankment Monitoring & Testing	\$150,000
Grout Curtain Monitoring	\$60,000
Spillway Monitoring & Testing	\$250,000
Sub-Total	\$535,000
<b>Post Construction Services</b>	
As-Built Surveys	\$15,000
Monitoring Point Surveys	\$15,000
Piezometer Readings	\$50,000
Monitoring (12-Months)	\$50,000
Sub-Total	\$130,000
<b>Construction</b>	
Dam Rehabilitation	\$500,000
Grout Curtain Enhancement	\$900,000
Spillway Reconstruction	\$1,500,000
Access Improvements	\$150,000
Sub-Total	\$3,050,000
Construction General Conditions & Division 1 (25%)	\$762,500
Construction Contingency (30% - AACE Class 5 Estimate)	\$915,000
<b>Construction Total</b>	<b>\$4,727,500</b>
	<b>Budget</b>
Engineering Services	\$415,000
Construction Services	\$535,000
Post Construction Services	\$130,000
Construction	\$4,727,500
<b>Project Total</b>	<b>\$5,807,500</b>



The project continues to be on schedule – below is the schedule that was provided in August 2016 to both Mayor and City Council and MDE-Dam Safety. Important to note: at this time MDE-Dam Safety is satisfied with the progress and direction of the project and a Consent Agreement has not been drafted. It is Staff's hope that we can continue in this manner and eliminate the need for a future Consent Agreement.

	Milestone:	Start Date	End Date	Duration	Cumulative Duration
1.	Supplemental Investigation/Design Evaluation	6/1/2016	1/31/2017	8	8
2.	Dam Recommendation Review by City and MDE	2/1/2017	3/31/2017	2	10
3.	Design Contracting	4/1/2017	5/31/2017	2	12
4.	Dam Repair/Rehabilitation Design (or Alternative Design)	6/1/2017	1/31/2018	8	20
5.	Construction Bidding	2/1/2018	5/31/2018	4	24
6.	Construction	6/1/2018	6/1/2019	12	36
7.	Post Construction Monitoring	6/1/2019	6/1/2020	12	48

In order for City Staff, Engineering Staff and Contractors to work safely through the project's completion, we recommend that hunting on Watershed Property be suspended. Additionally, staff continues to work with Aaron Cook of the MD Department of Natural Resources to utilize best management practices of our Watershed Management Plan. The Plan may include the thinning of select timber which will be presented to the Mayor and Council at a future work session.

Directly related to the Edgemont Reservoir restoration/rehabilitation project are the upgrades to the Breichner WTP. De-commissioning is ongoing and will be completed this summer. While an in-depth engineering evaluation has not been completed, a summary of needed improvements has been completed and the current estimate to upgrade the Breichner WTP is approximately \$4.9 million as detailed in the chart on the following page.

It was requested that an estimated cost to decommission the Edgemont Reservoir and Breichner WTP be provided and that estimate is between \$3 and \$4 million. Should a decision be made to proceed with decommissioning these facilities, staff would need to work Hazen to develop a scope of services.

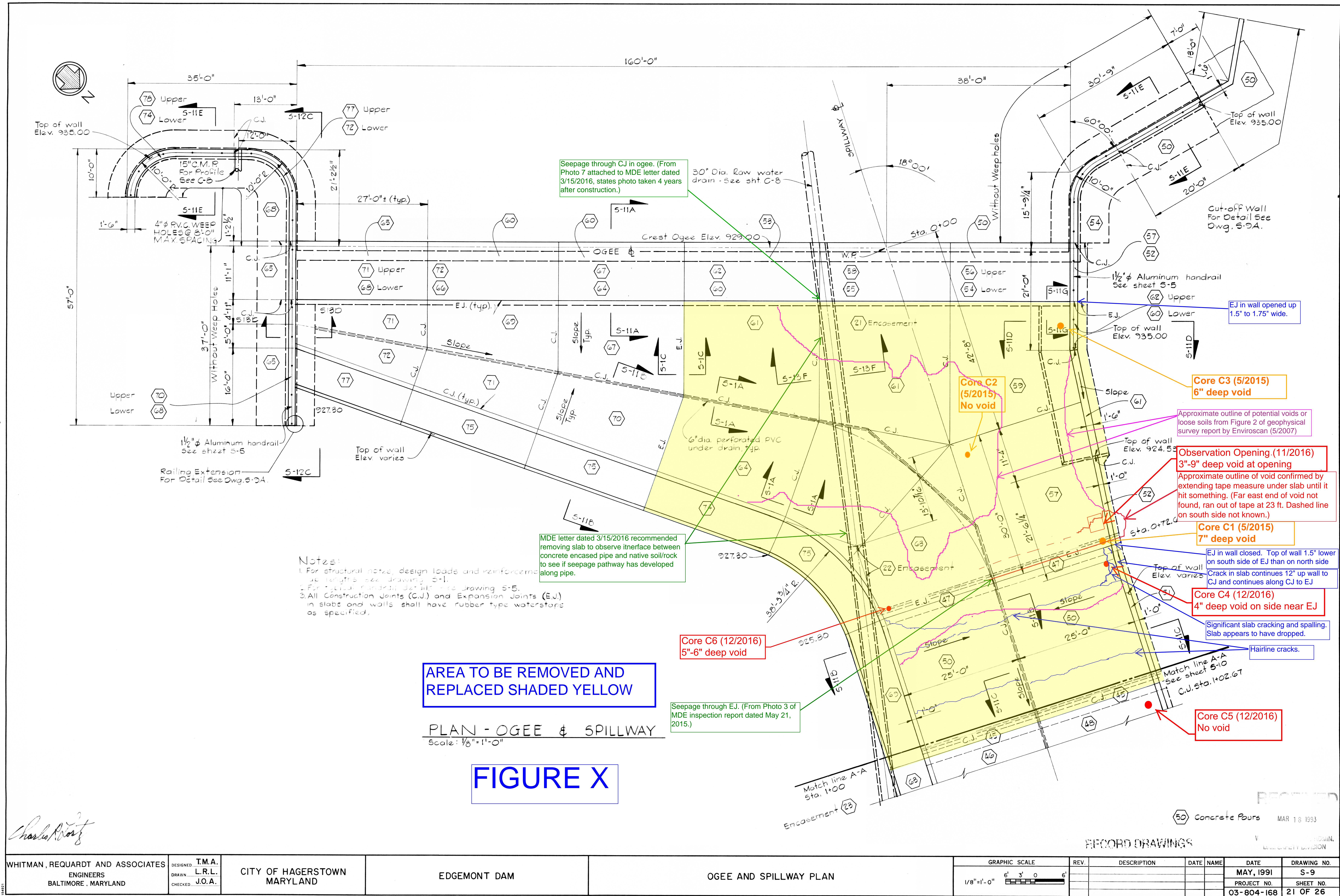
Attached to this memorandum are several schematics showing the areas that have been evaluated and the planned areas where the improvements will occur.

As always, staff is available to answer any questions you may have regarding the work completed to date and future planned work.

### Costs to Renovate the Breichner WTP

	Budget
<b>Engineering Services</b>	
Civil	\$50,000
Mechanical	\$250,000
Discipline Engineering/Support	\$150,000
Project Bidding	\$20,000
Sub-Total	\$470,000
<b>Construction Services</b>	
Construction Administration	\$125,000
Monitoring & Testing	\$75,000
Onsite Observation	\$250,000
Sub-Total	\$450,000
<b>Post Construction Services</b>	
As-Builts	\$25,000
Miscellaneous	\$30,000
Sub-Total	\$55,000
<b>Construction</b>	
Ammonia Feed System	\$250,000
SCADA System	\$650,000
Clarifier Improvements	\$750,000
Iron and Manganese Improvements	\$250,000
Filter Renovations	\$225,000
Analytical Equipment Replacement	\$150,000
Raw and Finished Water Chemical Feed Improvements	\$175,000
Miscellaneous Improvements	\$75,000
Sub-Total	\$2,525,000
Construction General Conditions & Division 1 (25%)	\$631,250
Construction Contingency (30% - AACE Class 5 Estimate)	\$757,500
Construction Total	\$3,913,750
	<b>Budget</b>
Engineering Services	\$470,000
Construction Services	\$450,000
Post Construction Services	\$55,000
Construction	\$3,913,750
<b>Project Total</b>	<b>\$4,888,750</b>







UPSTREAM SLAB SECTION

DOWNSTEAM SLAB SECTION

UPSTREAM SLAB

DOWNSTEAM SLAB SECTION

UNDERDRAIN STONE LAYER

SHEAR KEY

6" PERF UNDERDRAIN PIPE

UNDERDRAIN STONE LAYER

SHEAR KEY

6" PERF UNDERDRAIN PIPE

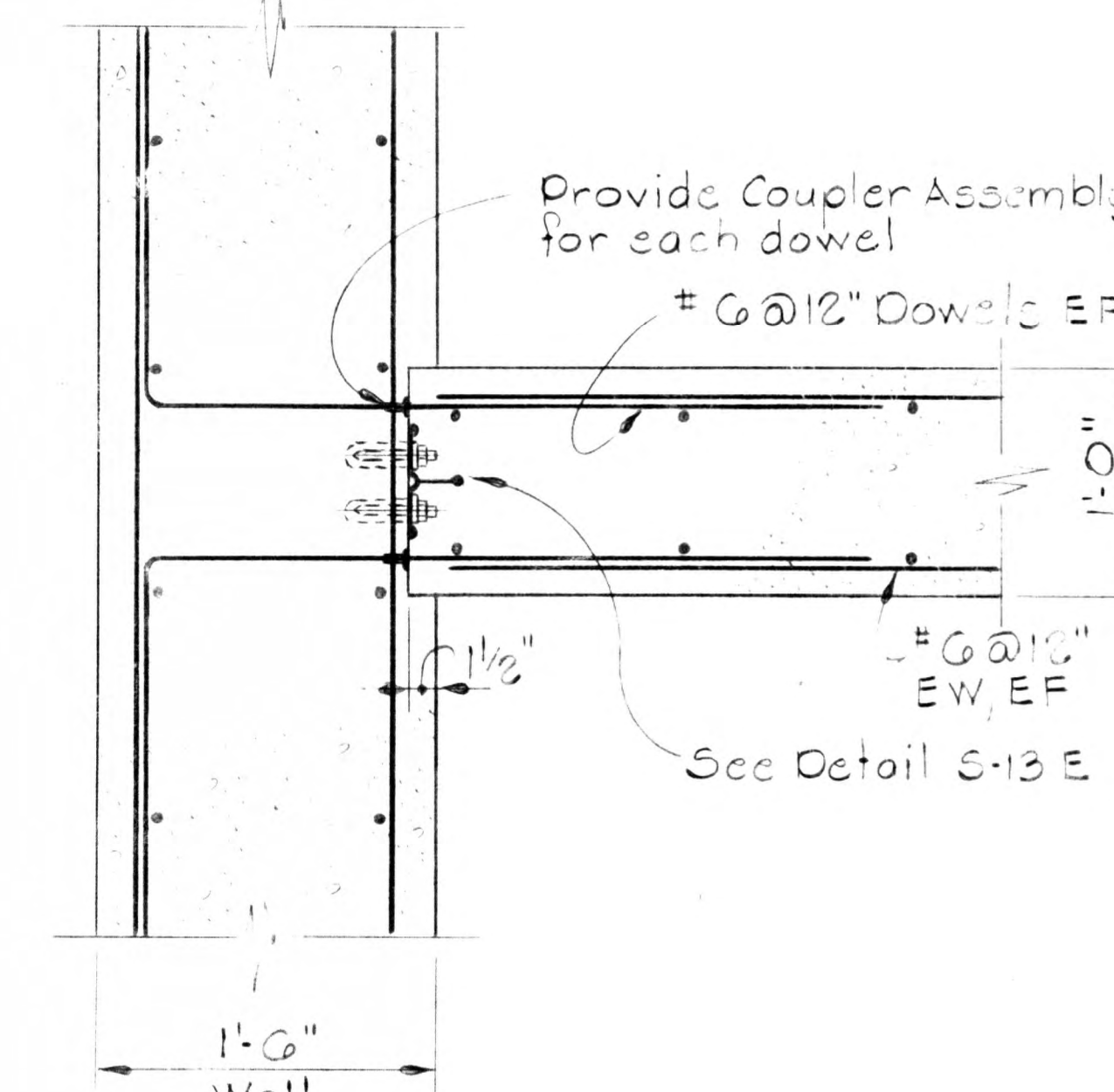
SHEAR KEY AT EXPANSION JOINT

SHEAR KEY AT EXPANSION JOINT

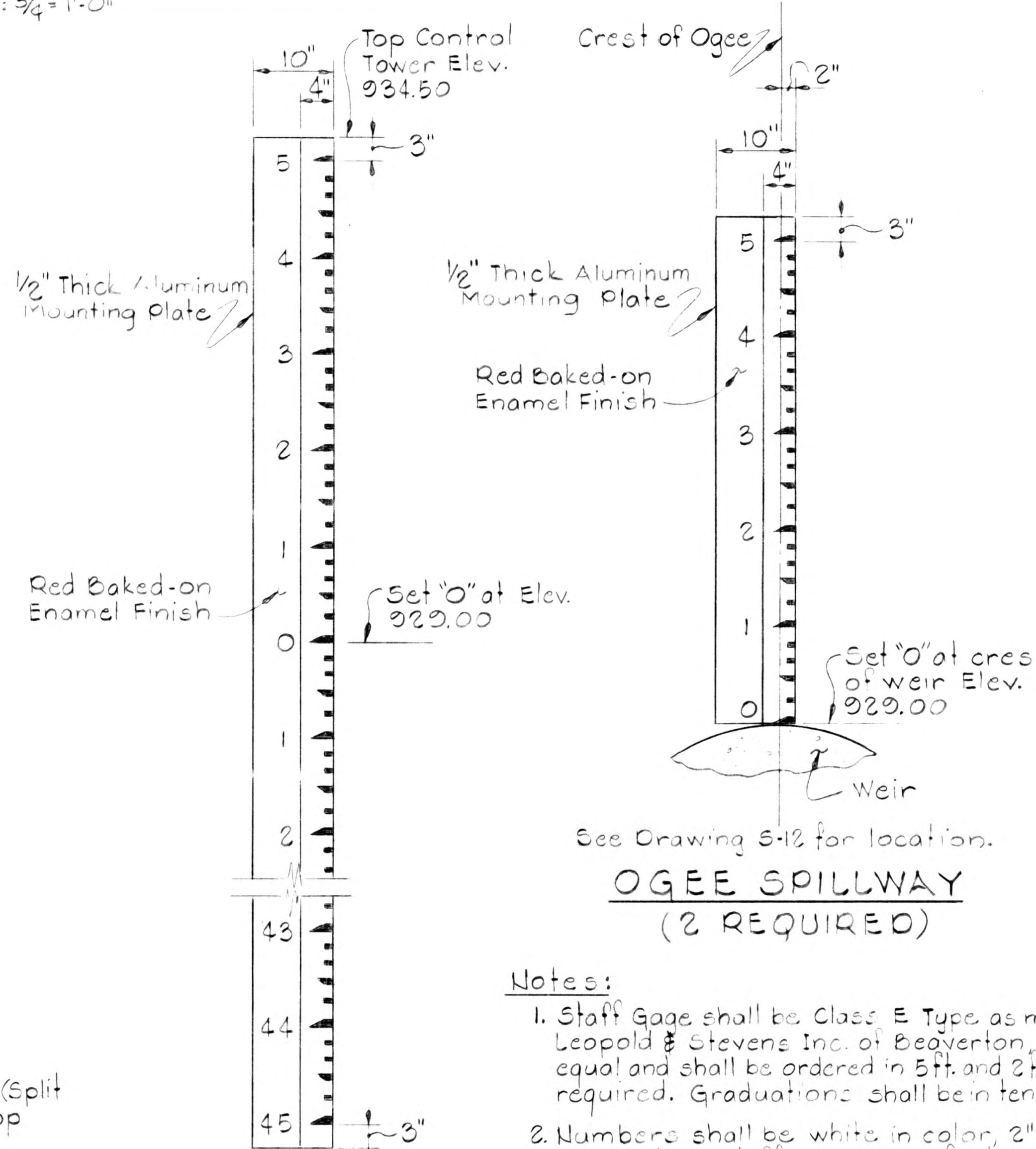
SECTION 5-13A/5-9, 5-10  
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SECTION 5-13B/5-10  
Scale: 3/4"=1'-0"

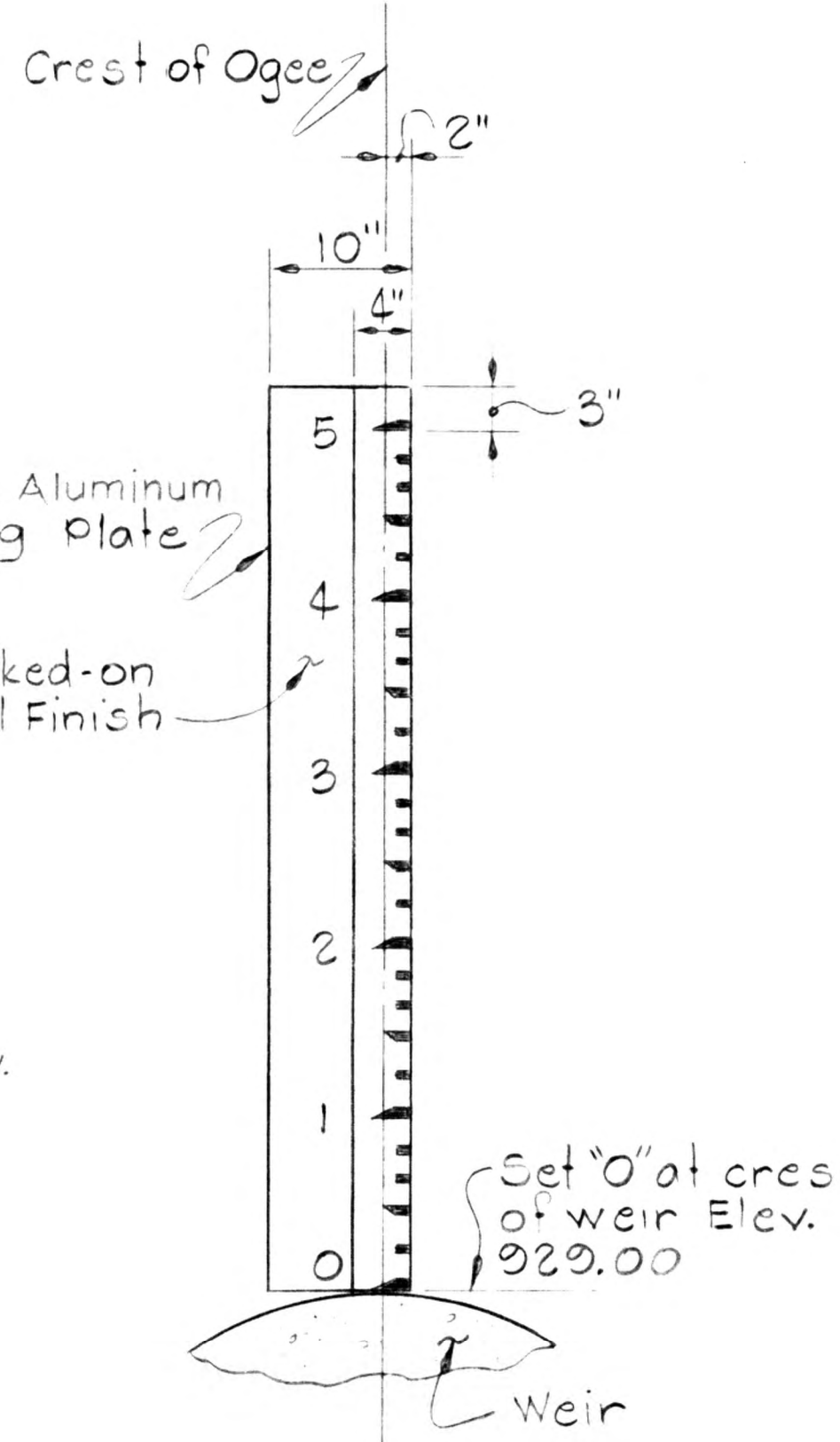
SECTION 5-13C/5-10  
Scale: 3/4"=1'-0"



SECTION 5-13D/5-9  
Scale: 1"=1'-0"



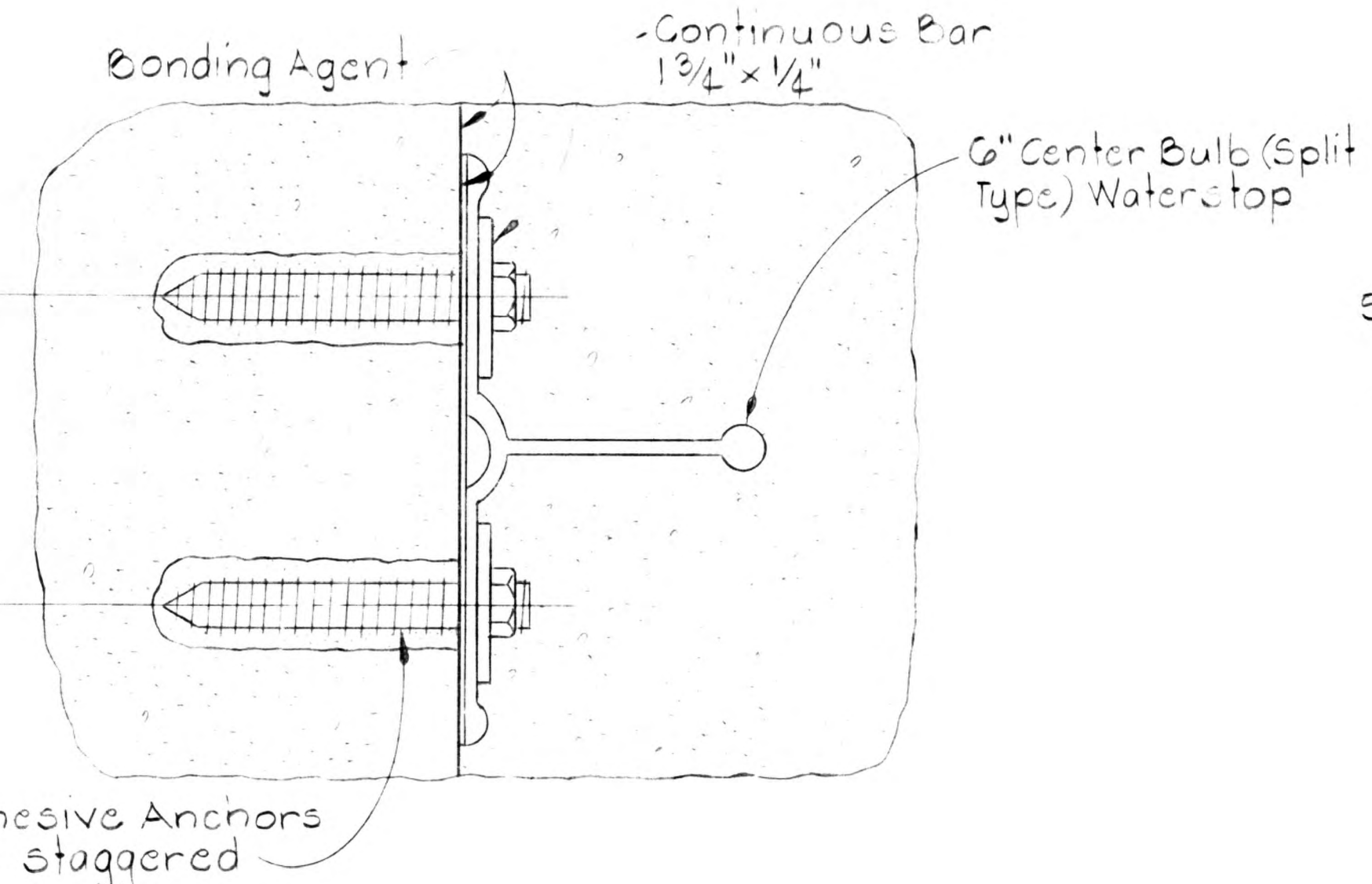
CONTROL TOWER  
(1 REQUIRED)



OGEE SPILLWAY  
(2 REQUIRED)

- Notes:
1. Staff Gage shall be Class E Type as manufactured by Leopold & Stevens Inc. of Beaverton, Oregon or approved equal and shall be ordered in 5 ft. and 2 ft. sections as required. Graduations shall be tenths of a foot.
  2. Numbers shall be white in color, 2" x 2" in size and supplied by Staff Gage manufacturer.
  3. Both Staff Gage and numbers shall be screw mounted to the aluminum plate. Care shall be taken not to chip enamel finish.
  4. Mounting plate shall be attached to concrete with 1/2" flathead stainless steel expansion bolts (4" concrete embedment). Drill and countersink holes into plate.

STAFF GAGE DETAILS  
Scale: 3/4"=1'-0"



DETAIL 5-13E/5-13  
Not to Scale

FIGURE Y

RECEIVED  
MAR 18 1993  
WATER RESOURCES DIVISION  
DAN SAFETY DIVISION

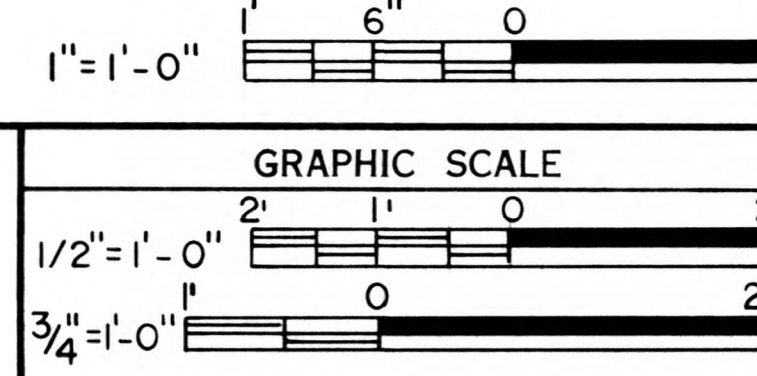
WHITMAN, REQUARDT AND ASSOCIATES  
ENGINEERS  
BALTIMORE, MARYLAND

DESIGNED T.M.A.  
DRAWN J.M.  
CHECKED J.O.A.

CITY OF HAGERSTOWN  
MARYLAND

EDGEMONT DAM

SPILLWAY SECTIONS AND DETAILS



RECORD DRAWINGS

GRAPHIC SCALE	REV.	DESCRIPTION	DATE	NAME	DATE	DRAWING NO.
1/2"=1'-0"					MAY, 1991	S-13
3/4"=1'-0"					03-804-168	25 OF 26



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

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**Topic:**

Donation of Art from Chevy Chase Land Company - *Rodney Tissue, City Engineer; William Cochran, Cochran Studio*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

public\_art.2017.pt\_1\_of\_2.pdf

public\_art.2017.pt\_2\_of\_2.pdf

MFA\_Support\_Letter.pdf

**Description**

Donation of Public Art from  
Chevy Chase Land  
Company

Donation of Public Art from  
Chevy Chase Land  
Company


MFA Support Letter



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

March 14, 2017

TO: Valerie Means, City Administrator  
FROM: Rodney Tissue, City Engineer   
RE: Donation of Public Art from Chevy Chase Land Company

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As a follow-up to the discussions with Mayor and Council in February, staff will attend the next work session to further discuss this topic. I will be joined by William Cochran, the art consultant for the project, who would like to take this opportunity to provide some information about Pod but more importantly all the public art being developed along the Cultural Trail.

The dedication of all elected and cultural officials is creating an extraordinary achievement in the Cultural Trail and reason for both pride in the city and hope for the future. In addition, we offer the following responses to specific Council comments and questions:

## 1. Board support:

Attached you will find a letter of support from the Arts Council and at the work session we anticipate being able to hand out a letter from the Washington County Museum of Fine Arts.

## 2. Budget:

In the last week, we were able to secure some donations:

- The Washington County Fine Arts Museum will contribute \$2,500.
- I met on site with a *Digging and Rigging*, a large crane service provider in our area, and they agreed to donate half the cost of the crane or \$10,000.
- Studio Novum/Design Method Group (Aaron Peteranecz) has offered to do the design

Therefore the budget is now as follows:

The *estimated cost* of relocating the art in Hagerstown is as follows:

\$10,000 artist honorarium and consulting fee  
\$3,500 shipping to Hagerstown  
\$10,000 crane service to set piece on peninsula  
\$15,000 rough estimate for site work, pad, and lighting  
\$38,500 project cost

The *budget* for the project is as follows:

\$6,000 donation from CCLC for artist fee and transportation cost  
\$2,500 donation from WCMFA  
\$2,000 donation of design by Studio Novum/Design Method Group  
\$15,000 in fund balance from Cultural Trail project  
\$13,000 for fundraising or CIP fund balance  
\$38,500 project cost

### 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

### 3. Artist Rights and Ownership:

As you know, the Chevy Chase Land Company (CCLC) is rebranding their property and are willing to part with both pieces of public art. I've learned that the artist has no control over the piece or its siting except insofar as the sculpture belongs to CCLC and obtaining the artist's consent is part of CCLC's obligation to redevelop and a critical public relations issue for them.

Once the sculpture is safely in place in City Park, the CCLC has met their obligations and will be out of it. This also ends the artist's claims on the piece. The artwork then belongs to the city and the city can move it to another location if it wants or we can deaccession it or sell it or auction it off; anything except altering the piece itself. The artist has no legal say in the relocation or disposal of the piece. The only area where the artist has a legal claim is if the piece is fundamentally altered (e.g. being dismantled and scattered to three different locations, painted, etc.). At that point, the artist has the legal right under the Visual Artist Rights Act to request that the city stop using his name in connection with the piece.

Staff looks forward to discussing the project and we request the Mayor and Council vote on acquiring the art in a Special Session.

Attachments: Public Art Relocation as prepared by Streetsense  
Photosim of proposed site at City Park

Cc: Mark Haddock,  
William & Teresa Cochran,  
HCT Artist Selection Committee

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 14, 2017

**TOPIC:** Acceptance of a Donation of Public Art from Chevy Chase Land Company and  
Approval of Funding Plan

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

**MOTION:** I move to take from the table the motion relating to the approval to accept the donation of public art entitled "*Pod*" and \$6,000 from Chevy Chase Land Company. The Richard Deutsch sculpture will be placed adjacent to the lower lake at the City Park end of the Hagerstown Cultural Trail. This motion further authorizes staff to pay the artist honorarium and to contract for the full amount of the shipping and installation of the sculpture per the estimated relocation costs. This motion also directs staff to then fundraise for donations to minimize the cost of the installation of the sculpture.

DATE OF PASSAGE: 3/14/2017

Attachment: 3/14/17 Memo





# WASHINGTON COUNTY

## Arts Council

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34-36 South Potomac Street  
Hagerstown, Maryland 21740  
phone 301-791-3132  
[www.washingtoncountyarts.com](http://www.washingtoncountyarts.com)  
[info@washingtoncountyarts.com](mailto:info@washingtoncountyarts.com)

March 6, 2017

Dear Mayor and Council,

I am writing on behalf of The Washington County Arts Council which enthusiastically supports the concept of public art as providing cultural enrichment, strengthening community spirit and encouraging economic development.

I personally visited New York City's High Line on a February Saturday this year. We were in the midst of a throng of people and I'm sure that many then dined, as we did, at adjacent restaurants and visited the Whitney Museum.

To be sure, the proposal for the acquisition of "Pod" by award winning American sculptor, Richard Deutsh is unique in that it is a gift and not locally developed. It is understood that the "Pod" will not meet everyone's standard of artistic beauty and some local funding will be necessary. These are legitimate concerns.

The sculpture's proposed location on the west side of the Lower Lake in City Park will perfectly anchor one end of the Hagerstown Cultural Trail.

Understanding the apprehensions of some regarding this acquisition, the Washington County Arts Council strongly endorses this project and will encourage all to help move it forward.

Sincerely yours,

Mary Anne Burke,  
Executive Director



# PUBLIC ART RELOCATION

the  
collection

CHEVY CHASE



THE CHEVY CHASE  
LAND COMPANY

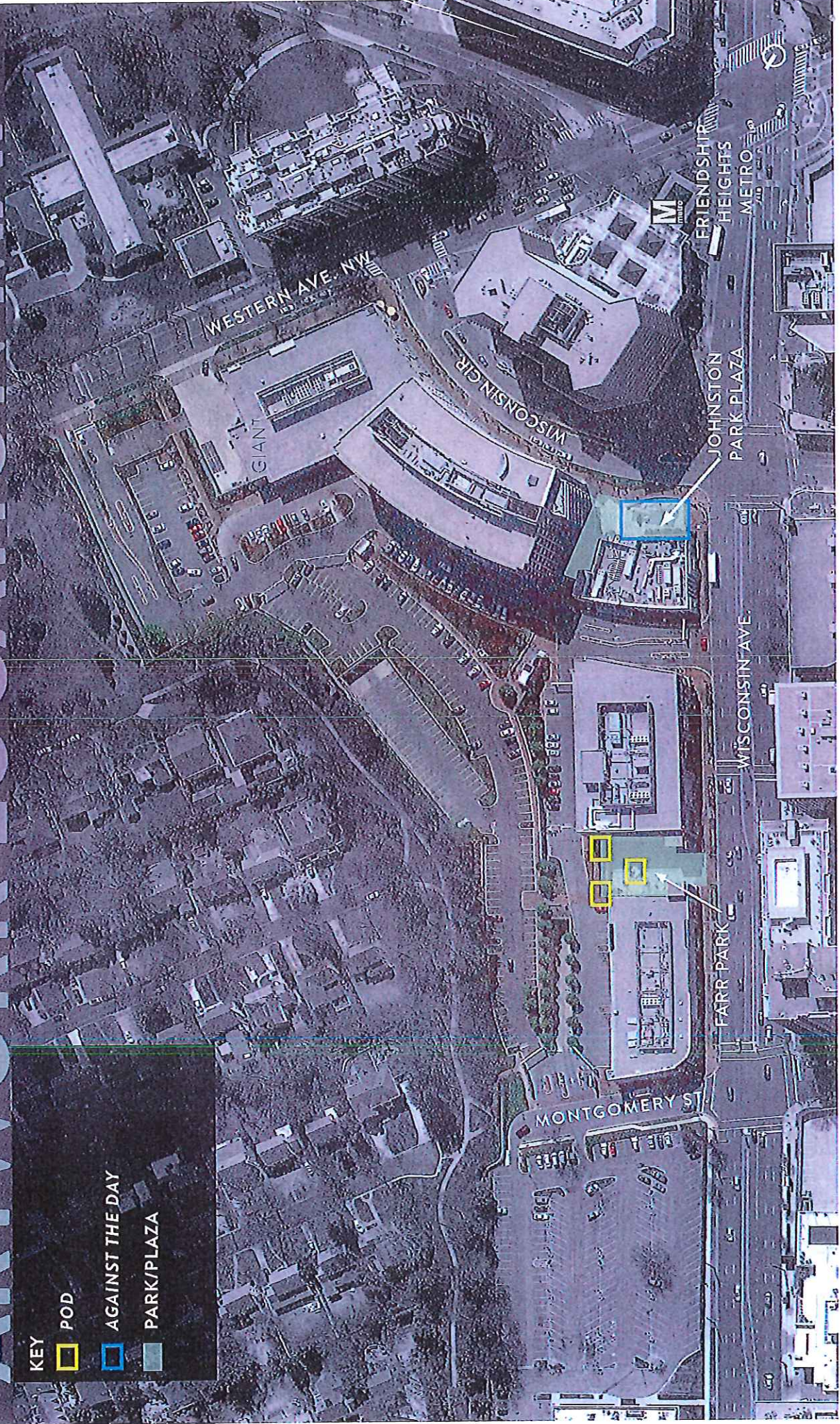
streetsense.

LERCH  
EARLY &  
BREWER



# ARTWORK LOCATION MAP

- KEY
- POD
  - AGAINST THE DAY
  - PARK/PLAZA





# ARTWORK

Pod

Artist: Richard Deutsch

Location: Farr Park, Chevy Chase, MD

Date: 2007

Medium: White granite and bronze panels

Condition: Excellent

Dimensions: 4'6" x 17' x 17'

Signature: Artist's certificate

Fountain not part of artwork

COMMISSION VALUE: \$250,000  
APPRAISED VALUE: \$300,000

~~Against the Day~~

~~Artist: Richard Deutsch~~

~~Location: Johnston Park Plaza,  
Chevy Chase, MD~~

~~Date: 2007~~

~~Medium: Black, White and Red granite~~

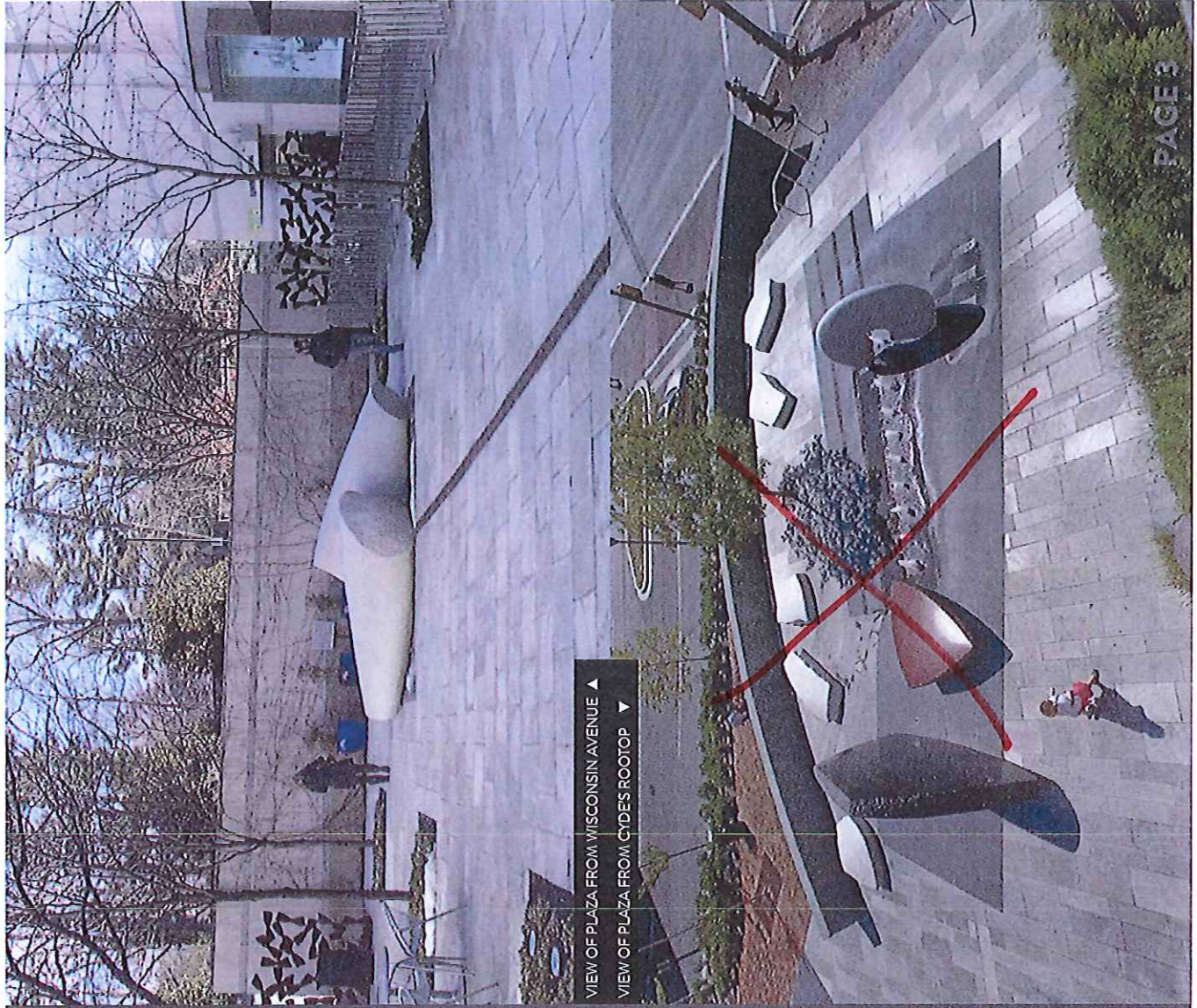
~~Condition: Excellent~~

~~Dimensions: site specific work occupies  
9,000 square feet.~~

~~Signature: Artist's certificate~~

~~Fountain not part of artwork~~

~~COMMISSION VALUE: \$500,000  
APPRAISED VALUE: \$625,000~~

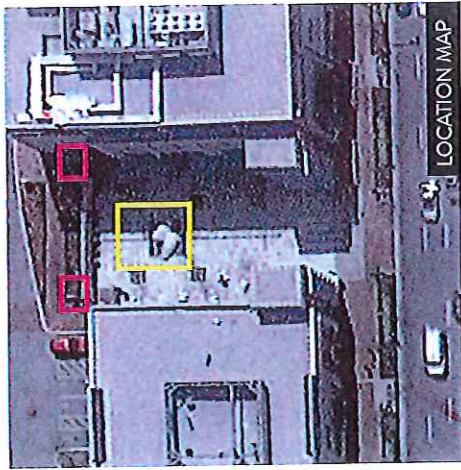


VIEW OF PLAZA FROM WISCONSIN AVENUE ▲

VIEW OF PLAZA FROM CYDES ROOFTOP ▼



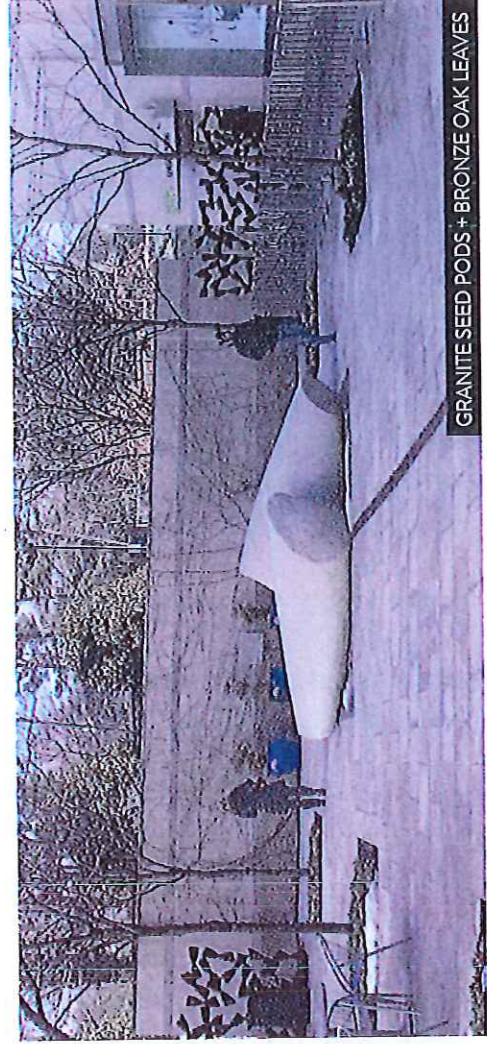
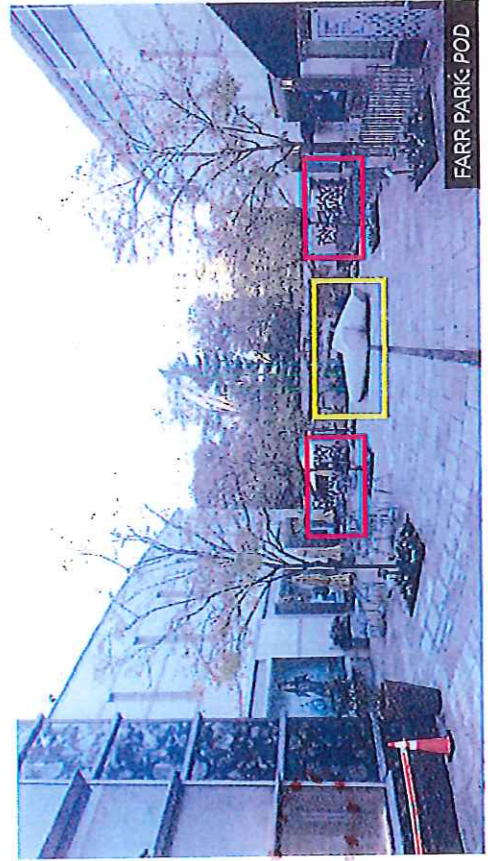
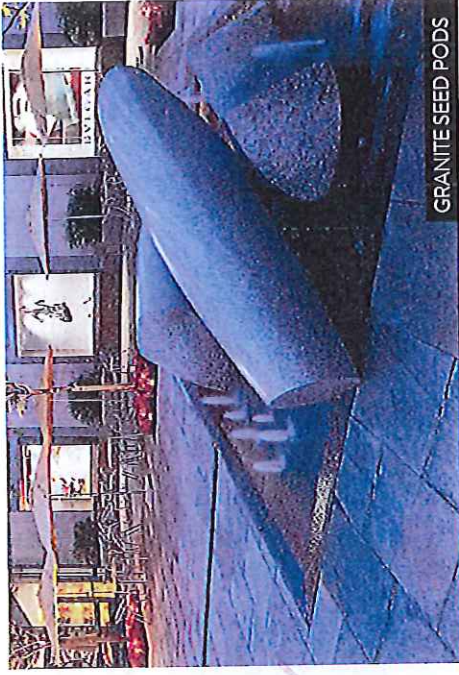
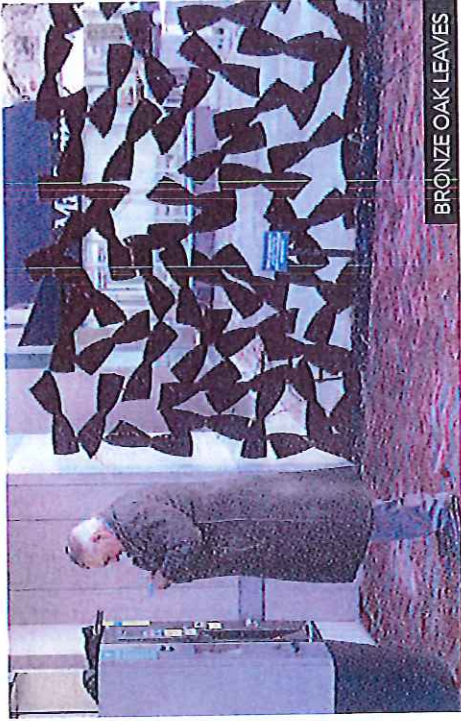
# POD: EXISTING



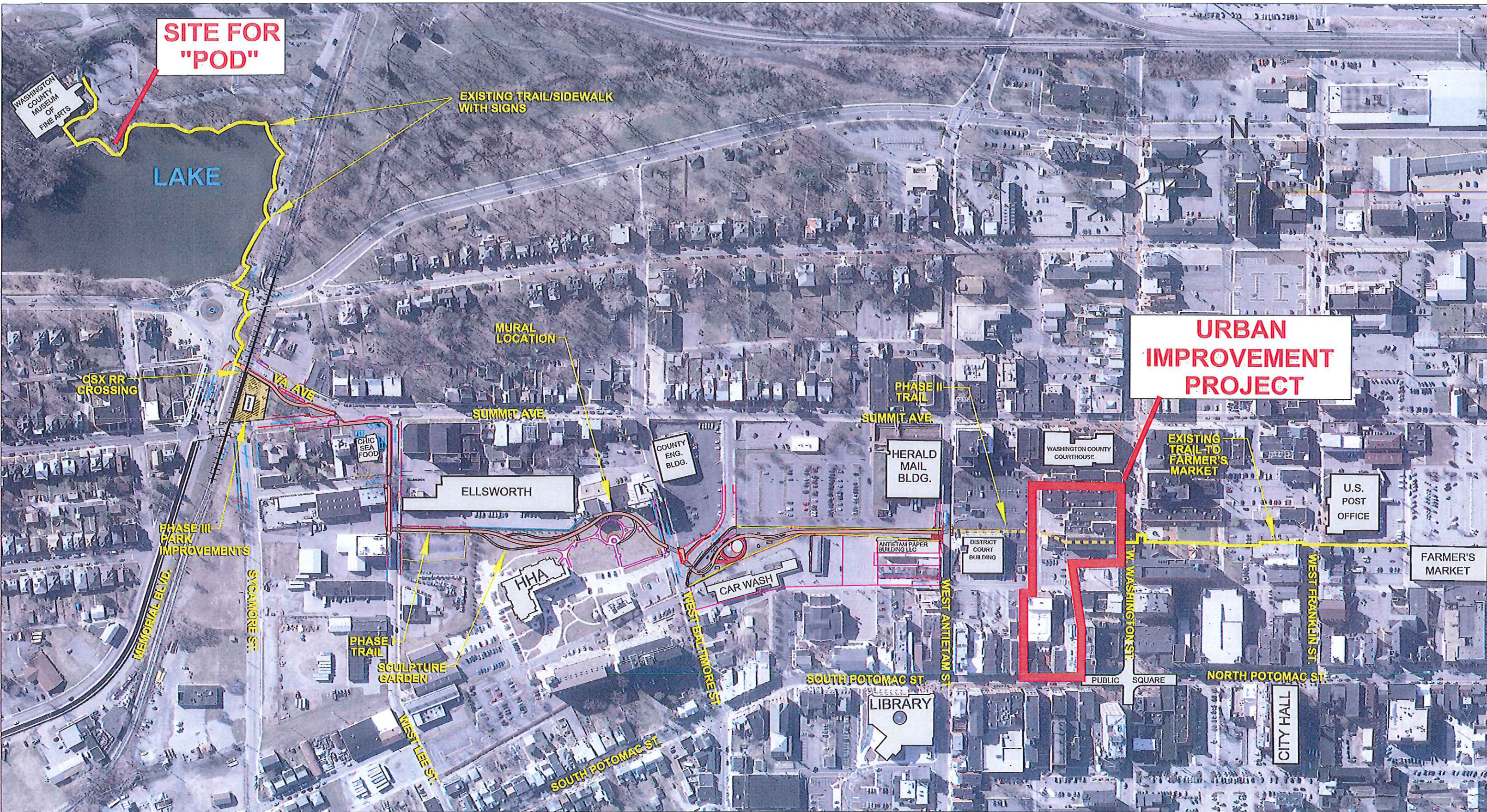
KEY

BRONZE OAK LEAVES

GRANITE SEED PODS

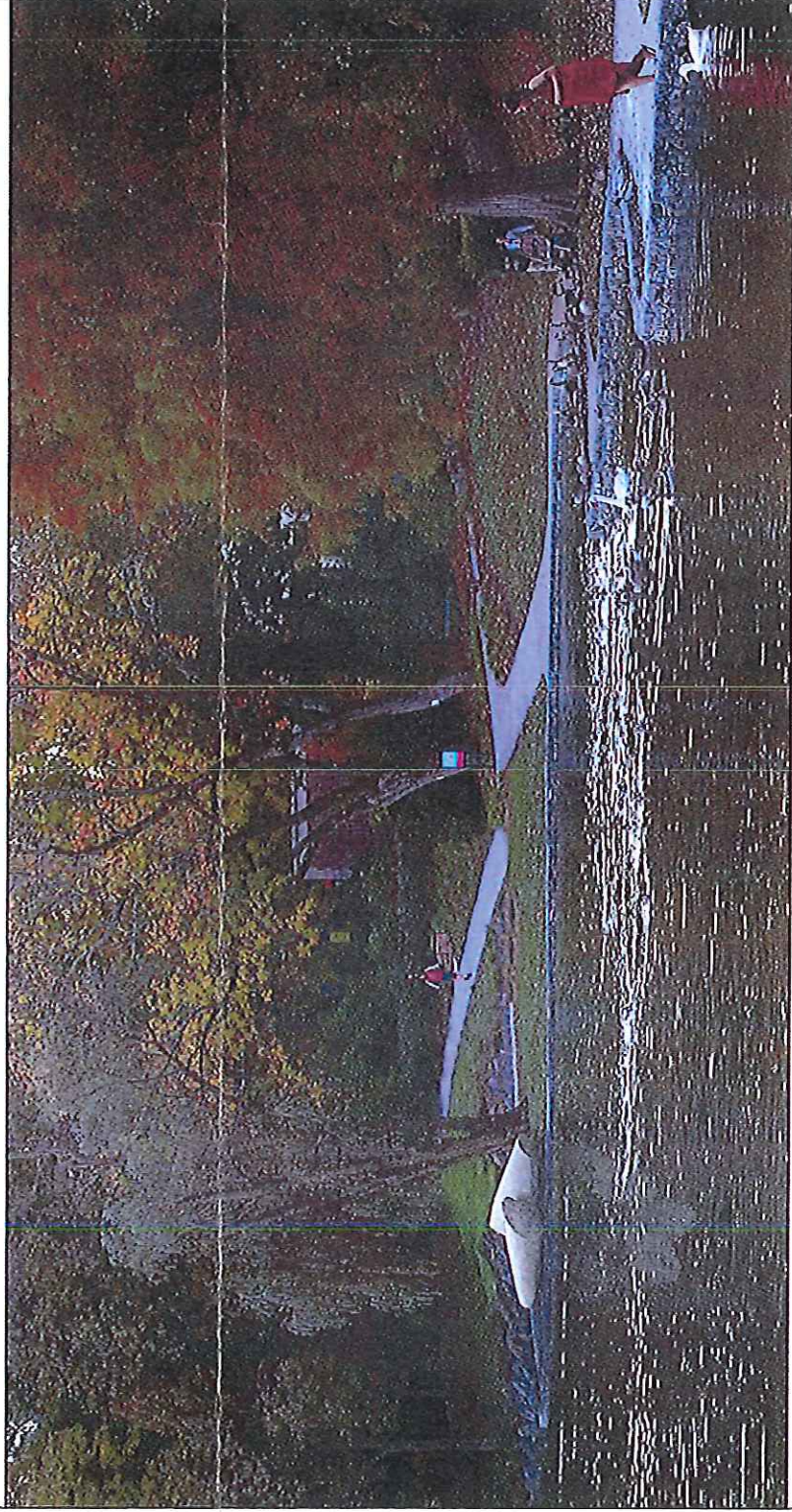
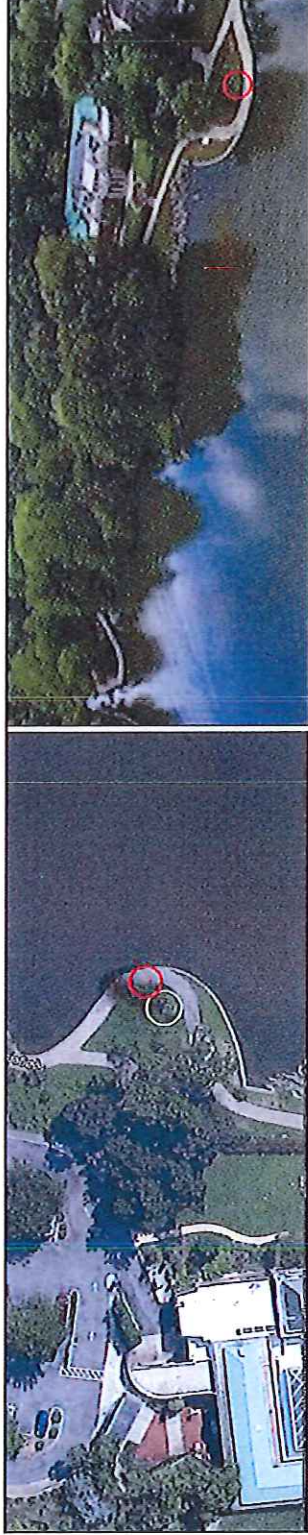






HAGERSTOWN CULTURAL TRAIL





Proposed Sculpture Site on Peninsula on West Side of City Lake near the Museum of Fine Arts of Washington County - Cochran Studio 1/24/17





March 9, 2017

Mayor and Council  
City of Hagerstown  
City Hall  
1 E. Franklin St  
Hagerstown, MD 21740

Dear Mayor Bruchey and City Council Members Aleshire, Corderman, Keller, Metzner and Munson,

I write on behalf of the Board of Trustees of the Washington County Museum of Fine Arts to express support for the Hagerstown Cultural Trail. The museum's director, Rebecca Massie Lane, has served on the Cultural Trail Planning Committee since its inception. We believe this civic project will have very positive effects on economic and cultural growth in the city.

It will be an amenity that will encourage outdoor foot traffic linking downtown Hagerstown and the Arts and Entertainment District with City Park and the Fine Arts Museum. It will enhance the nearby residential neighborhoods of City Center, Prospect and Summit Avenues and City Park. It will provide a traffic-free outdoor gathering place for residents of downtown, which will greatly improve the quality of life and attractiveness of life in the City Center. It has great potential for attracting positive new development in the City as similar projects have done in other cities.

In support of the Cultural Trail, we encourage members of Council to vote in favor of accepting the offered gift of artist Richard Deutsch's sculpture, *POD*, for inclusion in the Cultural Trail. Deutsch is a noted artist and has completed many impressive outdoor artworks which have engaged the public in prominent locations in Washington, DC, in San Francisco, Fremont and Napa Valley, CA, in Wilson, Wyoming, and on the campuses of the University of Delaware and Stanford University.

This sculpture will fit well into the mission, vision, and aesthetic of the Hagerstown Cultural Trail. It has been presented to the Cultural Trail Committee and has received their support. It will bring work by a nationally-known public art sculptor to our City, thereby increasing the reputation of Hagerstown. It will be a great enhancement to our City and to this project. We encourage you to seize this opportunity.

Yours sincerely,

Alfred E. Martin, President  
Board of Trustees

Museum of Fine Arts  
WASHINGTON COUNTY

P.O. Box 423 401 Museum Drive Hagerstown MD 21741-0423  
301.739.5727 Fax: 301.745.3741 [www.mfawc.org](http://www.mfawc.org) [info@mfawc.org](mailto:info@mfawc.org)



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

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**Topic:**

2017 Renewal of Sustainable Community Plan - Alex Rohrbaugh, Planner

**Mayor and City Council Action Required:**

No formal resolution is needed; however, Staff is asking for authorization to submit an application to renew Hagerstown's Sustainable Community designation with the Maryland Department of Housing and Community Development (DHCD). The renewal application is due to DHCD by April 7.

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MCC\_memo\_SCP\_Renewal\_3-16-17.pdf  
Hagerstown\_Sustainable\_Community\_Plan.pdf  
City\_Center\_Plan\_Executive\_Summary.pdf

**Description**

Cover Memo  
2012 Sustainable  
Community Plan  
Community's City Center  
Plan - Executive Summary



# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: March 16, 2017

SUBJECT: Maryland Sustainable Community Designation Renewal

### **Mayor and Council Action Requested**

No formal resolution is needed; however, Staff is asking for authorization to submit an application to renew Hagerstown's Sustainable Community designation with the Maryland Department of Housing and Community Development (DHCD). The renewal application is due to DHCD by April 7.

### **Sustainable Community Designation**

The Sustainable Community Program was established in 2010 and defines Sustainable Community Areas as places where public and private investments and partnerships achieve development of a healthy local economy, protection and appreciation of historical and cultural resources, a mix of land uses, affordable and sustainable housing, and employment options.

One of the primary benefits of having a Sustainable Community designation is that it enables the City to apply for grants administered by DHCD, namely Community Legacy and the Strategic Demolition Fund. The City has been very successful in obtaining Community Legacy funding – we received \$875,000 for nine separate projects since 2012.

To participate, local governments are asked to submit an application in which they define a geographic area with an existing built environment in need of revitalization or additional state investment to strengthen the local market, and submit a Sustainable Community Action Plan, a summary of initiatives and projects for the revitalization of the targeted Sustainable Community Area. The City, with the assistance of key stakeholders in the community, developed a Sustainable Community Plan that was accepted by DHCD in March 2012. The Plan was then valid for a period of 5 years before having to be renewed.

### **Our Plan for Renewal**

Staff is recommending using the 2012 Sustainable Community Plan supplemented by the public input and recommendations brought forth in the 2014 Community's City Center Plan as the basis for the update the 2012 Plan. Staff believes this is best approach since many of the recommendations in the Sustainable Community Plan are still valid and have not fully

implemented yet and the Community's City Center Plan was intended to be more detailed analysis for the Sustainable Community Plan that is still in the process of being implemented.

### **Next Steps**

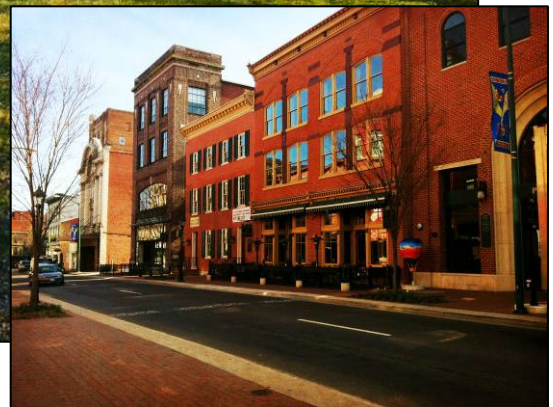
Staff plans to submit the renewal application to DHCD by April 7. Once submitted DHCD anticipates a one- to two-month review process before an approval for renewal can be issued to the City. This timeframe puts the City on track to apply for DHCD grant funding for the FY18 round (most likely in July).

#### **Attachments:**

- 2012 Sustainable Community Plan
- 2014 Community' City Center Plan – Executive Summary

C: Kathleen Maher, Director PCAD  
Jill Frick, Director DCED  
Amanda Whitmore, Downtown Coordinator  
Jonathan Kerns, Community Development Manager

# Hagerstown's Sustainable Community Action Plan



[WWW.HAGERSTOWNMD.ORG](http://WWW.HAGERSTOWNMD.ORG)



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Hagerstown's Sustainable Community Action Plan and Area was approved by the State of Maryland in March 2012. This Sustainable Community Plan and Area replaces the City's former Community Legacy Plan and Area, as our community's revitalization plan for the urban core of Hagerstown. A map of the Sustainable Community Area is included on the last page of this presentation.

The Sustainable Community Action Plan incorporates recommendations from the City's 2008 Comprehensive Plan and Community Legacy Plan, as well as strategies devised by Hagerstown's Sustainable Community Work Group in the summer and fall of 2011.

### **Sustainable Community Work Group**

Wayne E. Alter, III, DynaCorp  
Christy Blake, City of Hagerstown Department of Community and Economic Development  
Mary Anne Burke, Washington County Arts Council  
Chad Criswell, Washington County Public Schools  
Jill Estavillo, City of Hagerstown Department of Community and Economic Development  
Lynda Evans, Locust Point Neighborhoods 1<sup>st</sup> Group  
Paul Fulk, City of Hagerstown Department of Community and Economic Development  
Dave Jordan, Hagerstown/Washington County Community Action Council  
Gerry Kendle, CSAFE and Hagerstown Police Department  
Jim Kercheval, Greater Hagerstown Committee, Inc.  
Jonathan Kerns, City of Hagerstown Department of Community and Economic Development  
Dave Kump, Hagerstown Housing Authority  
Kathleen A. Maher, City of Hagerstown Department of Community and Economic Development  
Jim Miller, Hagerstown/Washington County Chamber of Commerce  
Brien Poffenberger, Hagerstown/Washington County Chamber of Commerce  
Alex Rohrbaugh, City of Hagerstown Department of Community and Economic Development  
Kathy Saxman, City of Hagerstown Department of Community and Economic Development  
Rodney Tissue, City of Hagerstown Parks and Engineering Department

### **City of Hagerstown Department of Community and Economic Development**

14 N. Potomac Street, Suite 200A  
Hagerstown, Maryland 21740  
DCED@hagerstownmd.org

### **Planning and Code Administration Division**

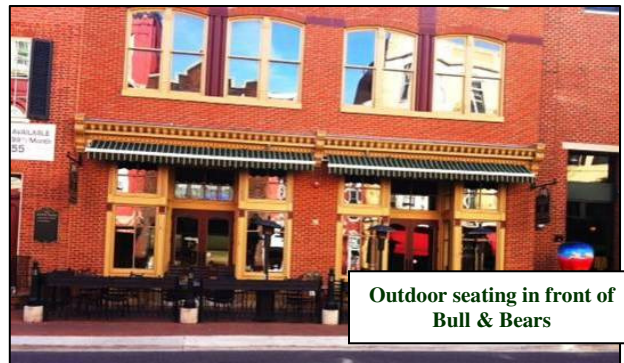
1 E. Franklin Street, Suite 300  
Hagerstown, Maryland 21740  
planning@hagerstownmd.org

The following is Hagerstown's Sustainable Community Action Plan and Area.

## I. Supporting Existing Communities and Reducing Environmental Impacts

### A. Our community's approach to Smart Growth and significant accomplishments made in last decade or so:

- ☀ Reinforce City Center's role as region's economic, cultural, and institutional center.
  1. Improve image of City Center through enhancement of physical environment.
  2. Diversify recruitment approach to cultivate and accommodate a wider mix of customers and to stimulate business-to-business economic activity.
  3. Develop and support initiatives that bring people to the City Center and stimulate the economy
  4. Create and expand safe and attractive parking areas.
- ☀ Encourage revitalized City Center housing development with a diversity of price ranges.
  1. Add new residences through adaptive re-use of upper floors, upgrades to existing vacant units, and creation of mixed-use buildings with apartments over retail and service uses.
  2. Improve quality of existing housing stock to ensure safety of residents and to attract more responsible tenants.
  3. Add housing and studio space for artists in the A&E district.
- ☀ Strengthen City Center's role as a regional tourist destination.
  1. Encourage creation of small inn or hotel with enough conference space to support small regional and State meetings.
  2. Focus on history, arts, and culture and creation/support of anchors to draw people to the City Center.
  3. Encourage outdoor dining and other street-level activity.
- ☀ Continue to use comprehensive neighborhood revitalization strategies to address needs of city's neighborhoods.
- ☀ Grow the parks and open space system to give neighborhoods appropriate levels of recreational amenities.
- ☀ Promote high quality housing stock and increased home-ownership rates throughout the city.
- ☀ Encourage re-use and revitalization of vacant and underutilized land within the city.
- ☀ Recruit service-sector, high technology and other businesses that offer higher wages and strengthen the City's economic and fiscal base.
- ☀ Strengthen the role of historic resources in the city by encouraging



Outdoor seating in front of Bull & Bears

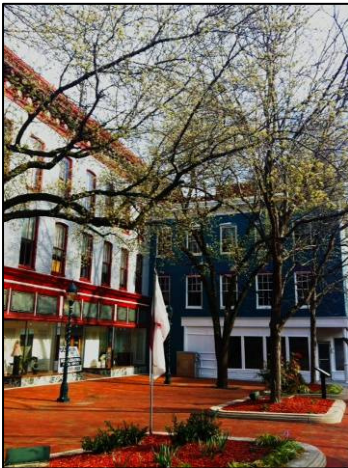
rehabilitation and reuse of historical residential, commercial, industrial and mixed-use buildings.

- ✿ Ensure sufficient school, utility, and other public facilities capacity to serve the growing needs of the city and its surrounding growth area.
- ✿ Establish a cohesive pedestrian-friendly atmosphere throughout the City Center and surrounding neighborhoods.
- ✿ Protect sensitive environmental areas, such as stream buffer zones and steep slopes, through conservation, stabilization, and restoration activities.
- ✿ Undertake various activities, such as regulation of private development and construction of stormwater retrofits as appropriate, to reduce non-point source nutrient loads and to gain compliance with the upcoming Watershed Implementation Plan for the county.
- ✿ Ensure city's transportation network meets the mobility needs of its residents, businesses and visitors – including roads, transit, pedestrian, and bicycle facilities.
- ✿ Ensure adequate capacity of roadway network around and through the city to prevent over-loading of the City Center with the region's through traffic.

**B. Major investments in community infrastructure that must be undertaken in order to improve the readiness or competitiveness of the Sustainable Community Area for private investment and compliance with TMDL regulations:**

- ✿ Develop Downtown Parking Master Plan (underway).
- ✿ Implement Parking Plan recommendations.
- ✿ Explore opportunities for stormwater retrofits as funding allows.
- ✿ Improve aesthetics of City Center pedestrian environment.

**C. Policies, initiatives or projects that the community will undertake or expand in order to reduce the Sustainable Community Area's impact on the environment:**



- ✿ Explore opportunities for stream buffer restoration projects as funding allows.
- ✿ Implement Tree Canopy Cover Goal of increasing City tree canopy cover percentage from 22% to 30% by 2020.
- ✿ Continue street tree planting projects.
- ✿ Continue city-wide inflow and infiltration correction projects to wastewater collection system.
- ✿ Market the City's Green Buildings Tax Credit program to investors and developers.



**D. Community groups or stakeholders key to the implementation of the initiatives and projects noted in this section:**

- ✿ Chamber of Commerce
- ✿ Antietam Creek Watershed Alliance

**II. Valuing Communities and Neighborhoods – building upon assets and building in amenities**

**A. Key assets that exist in the community upon which the Plan's projects and initiatives will build:**

- ✿ Small town feel with larger city amenities.
- ✿ Unique architectural character of City Center and mixing of uses in close-knit area.
- ✿ Relatively low-cost space that could accommodate the needs of start-up and expanding businesses.
- ✿ Mixed-use zoning and other flexible urban zoning tools to accommodate blending of uses in exciting ways.
- ✿ Strong arts and cultural assets in the City Center and surrounding region.
- ✿ Diverse, walkable residential neighborhoods interconnected with City Center and each other and surrounding business districts.
- ✿ Low cost of living compared to jurisdictions to the east.
- ✿ Plentiful recreation and sports opportunities in the city and surrounding region, including a minor league baseball team.
- ✿ Diverse educational opportunities with public and private school systems, Hagerstown Community College, University System of Maryland Center at Hagerstown, and Kaplan University.
- ✿ Diversified economic base with room for more employment opportunities.
- ✿ Good medical facilities with new hospital and large medical support community.
- ✿ Excellent transportation connections with other regions, with I-81 and I-70, Hagerstown Airport, Greyhound, and a commuter bus system to metro area.
- ✿ Excellent public utilities, including electric, water and wastewater, to serve growth needs of city and surrounding growth area.

**B. Policies, initiatives or projects that will reuse or enhance the Historical Assets, Traditional Business Districts and Cultural Resources of the community:**

- ✿ Develop new and expand existing incentive programs to support and attract entrepreneurial and small business development and stimulate building renovations and enhancements.
- ✿ Recruit employment centers to expand a



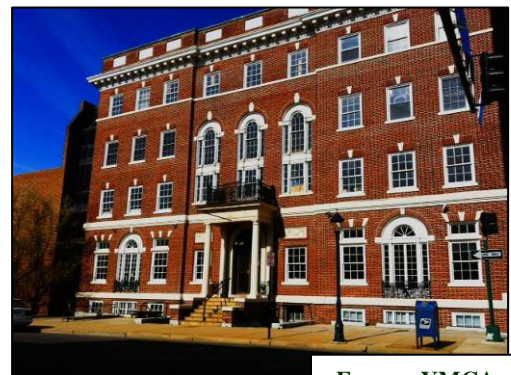
Barbara Ingram School for the Arts

daytime population that will support existing businesses and increase demand for businesses.

- ✿ Facilitate relocation of government offices into the City Center.
- ✿ Support plans to expand facilities to serve growing needs of Barbara Ingram School for the Arts.
- ✿ Approach businesses seeking new office locations in region and facilitate location in the City Center.
- ✿ Assist with planning efforts on redevelopment of the former hospital lands in the Sustainable Community Area.
- ✿ Support plans to expand and enhance existing cultural and educational anchors.
- ✿ Assist with enhancement efforts of new facilities in expanded Washington County Free Library.
- ✿ Support plans to enhance support facilities for the Maryland Theatre.
- ✿ Assist with creation of new anchors and support facilities to attract patrons to the City Center.
- ✿ Add permanent performance stage in University Plaza for concerts and other outdoor performances.
- ✿ Explore opportunities to develop small hotel with meeting space for regional conferences.
- ✿ Assist with efforts to expand or create additional heritage museums in the Sustainable Community Area (e.g., Doleman Black Heritage Museum, Fire Museum, expanded display space for collections of Discovery Station and Washington County Historical Society, etc.).
- ✿ Promote available meeting space in the City Center as venues for small regional meetings and conferences.
- ✿ Intercede with blighted properties to facilitate re-use by new businesses and/or residents that support the goals for the City Center.
- ✿ Rehab 36-40 N. Potomac Street as mixed-use project with upper floor artist loft housing.
- ✿ Rehab 60 W. Washington Street into small business center with incubator space for start-up businesses.
- ✿ Acquire and mothball properties when opportunities arise and promote adaptive re-use opportunities to potential investors.
- ✿ Target areas of Sustainable Community Area for redevelopment and facilitate planning efforts and investor recruitment (e.g., former Hospital lands, surface parking lots, condemned/obsolete buildings, former MVA lands, former



Construction of the Washington County Free Library



Former YMCA

YMCA, etc.).

- ✿ Enhance public infrastructure to support private sector investment in buildings and businesses.
- ✿ Develop and implement recommendations of Downtown Parking Master Plan for technological upgrades, future demand needs, incentives for patrons.
- ✿ Develop strategies to address the environmental hurdles that discourage people from visiting the City Center.
- ✿ Improve design features to allow for natural surveillance of public and private areas (e.g., windows, lighting, etc.).
- ✿ Improve way-finding to orient infrequent visitors.
- ✿ Continue bricking and landscaping sidewalks in the A&E District.
- ✿ Create safe access routes between parking and destinations.
- ✿ Address signs of disorder quickly (e.g., graffiti, broken windows, trash, etc.).
- ✿ Increase implied and/or explicit presence of authority.
- ✿ Install “blue light” kiosks for 911 access at strategic areas.
- ✿ Develop and support initiatives that bring people to the City Center and stimulate economy (e.g., special events, sidewalk dining, parks).
- ✿ Promote and market the Sustainable Community Area to young people and non-traditional households that have not closed their minds to living and conducting business in this area.



Bricked sidewalks in the  
A&E District

**C. Policies, initiatives or projects that will increase community access to Green Spaces, Parks and Other Amenities:**

- ✿ Assist with plans to relocate a downtown fire station (Antietam Fire Company) to new location in the north end of Hagerstown.
- ✿ Replace/Upgrade aging elementary schools (e.g., Bester Elementary School and Winter Street Elementary School) to better serve Hagerstown attendance areas.
- ✿ Assist with plans to replace/upgrade Municipal Stadium for the Hagerstown Suns.
- ✿ Explore opportunities to develop pocket parks throughout the Sustainable Community Area.
- ✿ Add the new play equipment in under-served areas of the Sustainable Community Area: City Center, West End, and South End.



University Plaza

- ✿ Explore opportunities to create a dog park somewhere in the city.
- ✿ Explore creation of “Rail-By-Trail” along little used rail lines in the Sustainable Community Area.
- ✿ Explore replacement of Winter Street elementary school (if it relocates) with a neighborhood park.
- ✿ Explore opportunities for Community Center or Community Meeting Space in the City Center to serve socializing needs of neighborhood groups and residents.

**D. Community groups or stakeholders key to the implementation of the initiatives and projects noted in this section:**

- ✿ Greater Hagerstown Committee
- ✿ Local lending institutions
- ✿ Washington County Public School System
- ✿ Meritus Health
- ✿ State and County economic development agencies
- ✿ Washington County Free Library
- ✿ Maryland Theatre
- ✿ Doleman Black Heritage Museum
- ✿ Hagerstown/Washington Convention and Visitors Bureau
- ✿ Washington County Arts Council
- ✿ Washington County Industrial Foundation
- ✿ Local media
- ✿ Hagerstown/Washington County Chamber of Commerce
- ✿ Volunteer Fire Companies
- ✿ Hagerstown Suns



**Municipal Stadium- Home of the Hagerstown Suns**

### III. Enhancing Economic Competitiveness

**A. Economic development policies, initiatives or projects that will improve the economy:**

- ✿ Increase “Economic Development Knowledge Infrastructure” to underpin strategic planning efforts (e.g., census of businesses, inventory of leasable space, comparison of demographics with competition, market analyses,



**Workforce Center in the Public Square**

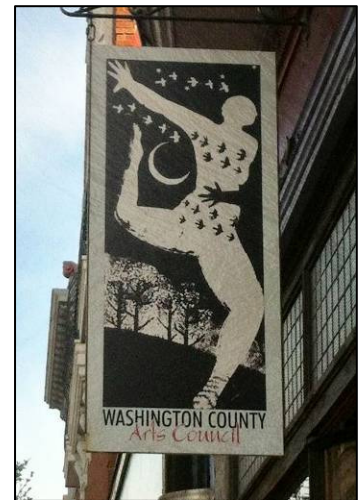


business surveys, etc.).

- ✿ Market and promote the City for economic development (e.g., expand web-based tools, brand a fast-track system for relocation and development review, launch an “open for business” campaign, etc.)
- ✿ Recruit service-sector, high tech and other businesses that offer higher wages and strengthen the City’s economic and fiscal base.
- ✿ Upgrade business and investment incentive programs (e.g., revolving loan fund, Partners in Economic Progress program, Sign and Facade Grant Program).

**B. Economic development and business incentives that we will build upon or implement as part of the Sustainable Community Plan:**

- ✿ Develop training programs to mentor start-up businesses on how to ensure success.
- ✿ Support efforts by local educational institutions to provide workforce training programs to retrain employees of departed or retracting businesses.
- ✿ Revamp and consolidate two existing City Revolving Loan Funds for business assistance and commercial building rehab.
- ✿ Explore development of new Public-Private Loan Guarantee Program in partnership between local lenders and local government.
- ✿ Explore modifications to the City’s Partners in Economic Progress (PEP) program to encourage more investment and business recruitment (e.g., new Storefront Rent Relief Grant Program similar to the City’s Upper Floor Rent Relief Program for retail, restaurants, and A&E enterprises).
- ✿ Update the City’s Downtown Sign and Facade Grant program and consider increasing grant maximums.



**C. Impact of BRAC activities on the Sustainable Community Area:**

- ✿ There is the potential for the Sustainable Community Area to be impacted by BRAC activities at Fort Detrick, if new employees and businesses are in need of the more affordable housing and business start-up space in our community.

**D. Community groups or stakeholders key to the implementation of the initiatives and projects noted in this section:**

- ✿ Washington County Public School System



University System of  
Maryland Center at  
Hagerstown

- ✿ Hagerstown Community College
- ✿ University System of Maryland Center at Hagerstown
- ✿ Greater Hagerstown Committee
- ✿ Local lending institutions
- ✿ Downtown Alliance
- ✿ City Center cultural community
- ✿ Hagerstown/Washington County Chamber of Commerce
- ✿ State and county economic development agencies
- ✿ Western Maryland Consortium

#### IV. Promoting Access to Quality Affordable Housing

**A. Housing policies, initiatives or projects that will expand housing choices for people of a range of ages, incomes and also for disabled individuals:**

- ✿ Revise zoning regulations to allow for higher density single-family, duplex, and townhouse subdivisions in higher density zoning districts.
- ✿ Devise zoning regulations to allow for artist live-work space in the City Center and other appropriate zoning districts.
- ✿ Continue to support endeavors to create wider mix of housing opportunities in the City Center to attract more diverse income groups.
- ✿ Assess the need for different types of live/work space and explore mechanisms to fill the needs.
- ✿ Develop a parking incentive program for City Center residents where on-site parking is not available to the tenants.
- ✿ Assess need for green space to serve Sustainable Community Area residents and consider removal of substandard housing and replacement with green space.
- ✿ Assess effective means to reduce residential density in substandard, over-occupied buildings and to improve such properties.
- ✿ Create and recruit features to attract target populations (e.g, grocery store, entertainment, dog park, green space).
- ✿ Improve quality of housing stock and adapt upper floors for non-traditional housing types.
- ✿ Create target areas of strong architectural character for home-owner, tenant, and investor recruitment programs.



Summit Avenue

**B. These housing initiatives or projects will increase access to transit or community walkability and/or decrease transportation costs, as follows:**

- ✿ All neighborhoods and sectors of the Sustainable Community Area have

- transit routes in close proximity and most streets have sidewalks.
- ✿ Transportation costs for these residents will depend upon whether residents work within the city or nearby business centers or if they commute out of the county.
- ✿ “Safety through environmental design” measures will make the walkability within the Sustainable Community Area more attractive.

**C. Our goal for affordable workforce housing, rentals and home-ownership:**

- ✿ Affordability is not an issue in the Sustainable Community Area. The City focuses efforts on attempting to improve the quality of the housing stock and the behavior of absentee landlords (e.g, Rental Registration program).
- ✿ The City would like to increase the home-ownership rate in the city from its current ratio of 60% rental-40% owner-occupied, a reverse of the state average. The home-ownership rate in the Sustainable Community Area is even lower at 28%.



S. Prospect Street

**D. Community groups or stakeholders key to the implementation of the initiatives and projects noted in this section:**

- ✿ Washington County Community Action Council
- ✿ Hagerstown Housing Authority
- ✿ Downtown Alliance
- ✿ Neighborhood First Groups

## **V. Supporting Transportation Efficiency and Access**

**A. Policies, strategies and projects envisioned to strengthen the transportation network that affects the Sustainable Community area:**



Bike Parking along  
N. Potomac St

- ✿ Explore funding opportunities for bus shelters along County Commuter routes.
- ✿ Implement the Bicycle Master Plan recommendations for commuter bike routes.
- ✿ Continue to fill the gaps in the city's pedestrian network and ensure that all new development includes sidewalks that connect to surrounding network.
- ✿ Ensure adequacy of capacity of roadway network in the community to prevent over-loading of the

Sustainable Community Area with the region's through traffic.

**B. Community groups or stakeholders key to the implementation of the initiatives and projects noted in this section:**

- ✱ County Commuter
- ✱ Maryland Department of Transportation
- ✱ Developers

**VI. Coordinating and Leveraging (federal, state, local) Policies and Investments**

**A. Specific steps to be taken by the Sustainable Community Workgroup to coordinate policies and funding streams to remove barriers to investment and maximize and increase funding in the Sustainable Community Area:**

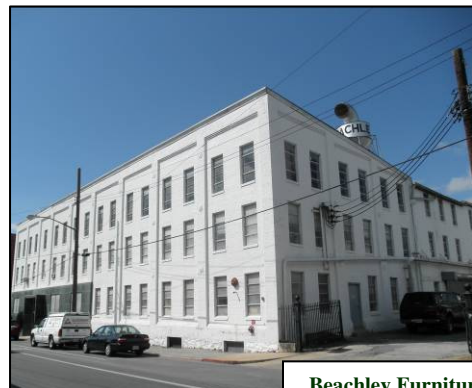
- ✱ The Sustainable Community Work Group will work with the community stakeholders identified in the different sections of this Sustainable Community Plan to implement strategies intended to remove barriers to investment and maximize funding opportunities in the Sustainable Community Area. For example, business representatives on the Work Group will assist the City to forge partnerships with local lending institution.

**B. The Sustainable Community Plan is consistent with other existing community or comprehensive plans, as follows:**

- ✱ The Sustainable Community Plan is consistent with the recommendations in the City's 2008 Comprehensive Plan, the City's 2008 Community Legacy Plan, the City's 2010 Consolidated Plan, the Mayor and City Council's 2010 Strategic Plan, the City's 2011 City Center Plan and Strategic Directions, and the recommendations of the Sustainable Community Work Group in the fall of 2011. The City's Smart Growth approach outlined in Sub-section A is directly lifted from the City's 2008 Comprehensive Plan. The City's 2008 Community Legacy Plan and Heart of the Civil War Heritage Area TIZ strategies for Hagerstown's City Center are built upon the core goals of Hagerstown's Comprehensive Plan. The Sustainable Community Work Group developed recommended revitalization strategies within the framework of these Comprehensive Plan goal statements.

**C. The Plan will help leverage and/or sustain more private sector investments, as follows:**

- ✱ Public-private partnerships on loan guarantees for City Center projects will reduce risk for local lending institutions.
- ✱ More active local lending institutions will bring economic prospects to the



Beachley Furniture



City Center.

- ✿ More flexibility in zoning codes for alternative housing types and manufacturing in the City Center will provide more opportunities for securing tenants and thus reduce risk for investment.
- ✿ Proposed modifications to City incentive programs will make more business prospects and investors eligible for assistance and thus leverage more private investment.



138 W. Washington Street



22 N. Mulberry Street

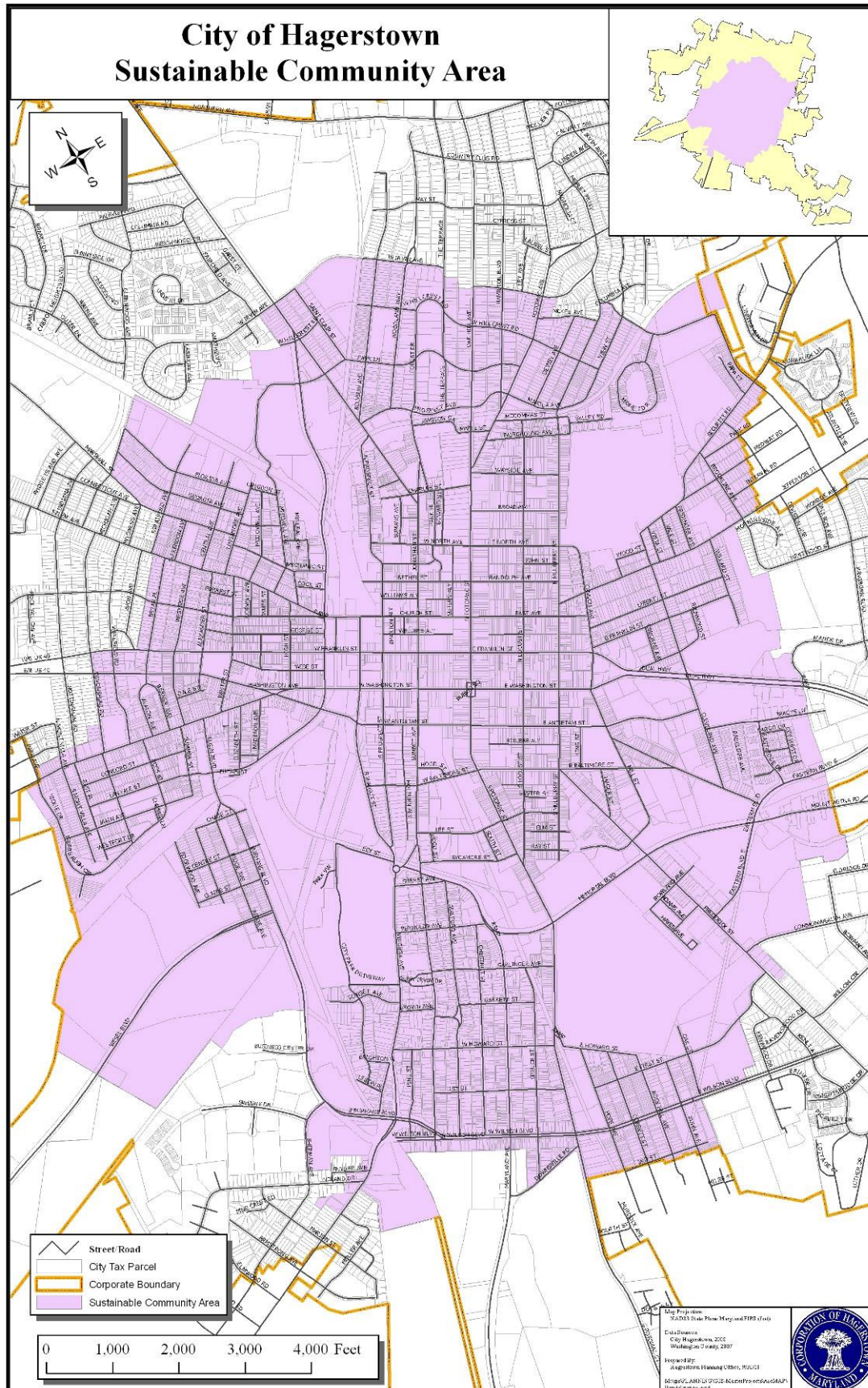
**City of Hagerstown**  
**Department of Community and Economic Development**

14 N. Potomac Street, Suite 200A  
Hagerstown, Maryland 21740  
DCED@hagerstownmd.org

**Planning and Code Administration Division**

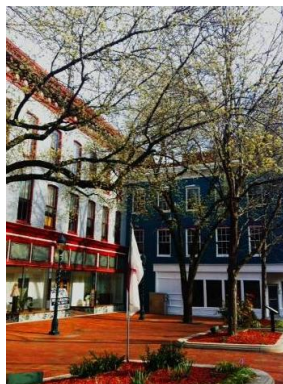
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# The Community's City Center Plan Hagerstown, MD Executive Summary



Prepared by:

**URBAN PARTNERS**

**2014-2024**

**BROWN &  
KEENER**  
a division of **RBA**



## Background & Process

The City of Hagerstown documented a strong foundation for Downtown revitalization in its 2012 Sustainable Community Plan (SCP), which envisions Downtown as the commercial, institutional, and cultural center of the region. To assist with implementing the SCP, the City retained Urban Partners to undertake an economic analysis of the Downtown and to identify eight catalyst projects to generate momentum and investment. These eight initiatives add to on-going City efforts to implement other important elements of the SCP. The identification and fine-tuning of these initiatives came as the result of broad community engagement with the Urban Partners team spending more than 130 hours collecting input and feedback through a variety of focus groups, interviews, and community workshops. These catalyst projects constitute **The Community's City Center Plan**.

## Completed & On-Going Initiatives

The Community's City Center Plan was undertaken within the context of on-going and, in some cases, already completed efforts by the City to implement key elements of the SCP. Since adoption of the SCP by the State of Maryland, the City has implemented several initiatives and projects including new wayfinding signage and lighting; improved pedestrian connections; new parks; various zoning changes to facilitate Downtown development; and the acquisition of several Downtown properties, some of which have been or are being rehabilitated for new uses. The City recognizes and continues to support partners who are taking on projects to enhance the City Center. As these eight proposed projects are catalytic in design, the City believes downtown businesses and organizations will realize the positive impacts this plan is intended to create. The new Washington County Free Library, Barbara Ingram School for the Arts, University System of Maryland, the Washington County Arts Council, the Washington County Museum of Fine Arts, and countless others are all our downtown neighbors and catalysts. The City is working to strengthen our partnerships and to create new synergies through this project.

## Catalyst Projects--Summary

The Community's City Center Plan outlines the eight Catalyst Projects--each project stems from improvements and issues identified in the SCP. The projects are organized into two categories - new development initiatives and expansions/modifications of current programs or activities:

### New Development Initiatives

1. Office Development & Recruitment
2. Maryland Theatre Expansion Project
3. USMH Expansion Support
4. Hotel/Conference Center & Heritage Center/Commemorative Park
5. Linking City Park/Washington County Museum of Fine Arts (WCMFA) and A&E District with Trail and New Housing

### Expansion of Programs Currently Underway

6. Expanded Downtown Arts/Events Programming
7. Expanded Operations of the City Farmers Market
8. Expanded & Targeted Home Ownership Support

These eight Catalyst Projects provide a ten-year roadmap for public and private investment totaling nearly \$125 million and producing 875 new jobs. Three-quarters of these funds will be private investment. Other investment will be derived from already in-place City of Hagerstown development, housing, programming, and infrastructure activities. Private philanthropy will provide other funds, notably for the Maryland Theatre, event programming, and cultural heritage activities. These activities set an agenda for the City's pursuit of supportive funding from County, State, and federal governments, including consistent use of Maryland Community Legacy funding. Key activities seeking this assistance include the Maryland Theatre, Conference Center facility, and Heritage Center/Commemorative Park investments. These "wishlist" items total a bit more than \$13 million.

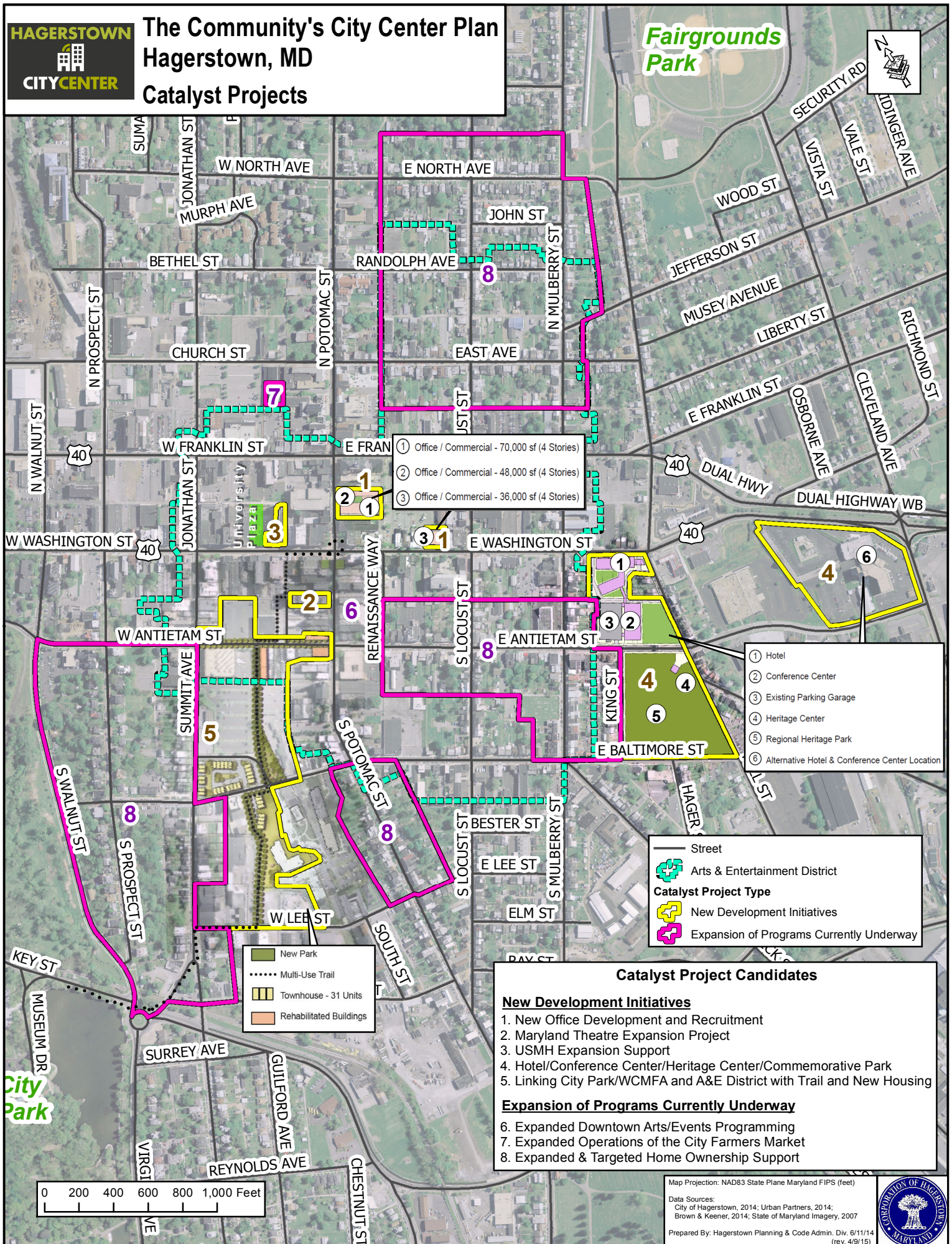
### **Economic Impact Summary**

#### **All Eight Catalyst Projects**

New & Rehabilitated Development	463,000 SF
Investment	\$124,800,000
Increased Audience--Annual	60,000
Full-Time Equivalent Employment Growth	875
New & Rehabilitated Housing Units	178
Annual Tax Increment--City & County	\$1,845,000

Within ten years, these eight initiatives together are projected to result in 463,000 SF of development; Downtown audiences will increase by 60,000 annually; 875 new full-time equivalent jobs will be created; 178 new or rehabilitated housing units will appear; and the annual tax increment for the City and County governments will increase by more than \$1.8 million (after the expiration of temporary incentives).







## **Eight Catalyst Projects**

### **Catalyst Project 1: Office Development & Recruitment**

This strategy positions the Downtown to compete for new office development using portions of the Central Lot. The City will form a partnership with an experienced developer selected through a competitive process. That selected developer will market potential office sites, recruit tenants, and be ready to develop immediately upon receiving a commitment from a prospective office user.



During the first ten years, this strategy would yield an estimated 154,000 SF in new office development across three buildings, resulting from \$30.8 million in new private investment and yielding 600 new jobs and \$564,000 in new local tax revenues after expiration of incentives. Current parking accommodates the first 70,000 SF of new offices; additional office development will require a new parking deck.

Several available economic incentives can support the effort:

- City of Hagerstown First Third Grant Program
- City and County Enterprise Zone Real Estate Tax Abatements
- Partners in Economic Progress Program
- Washington County New Job Tax Credit
- Maryland's One Maryland Tax Credit Program

### **Catalyst Project 2: Maryland Theatre Expansion Project**

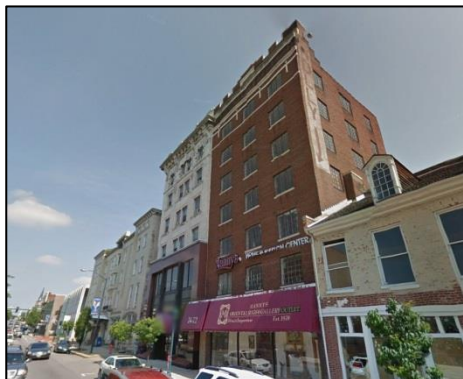
This strategy aims at expanding the draw of downtown's largest entertainment attraction, helping the Maryland Theatre grow from 150 to 225 performance days per year. This effort will continue necessary improvements to Theatre seating and "back of house" facilities, as well as create a new entrance, offices and performance space. It will also strengthen the Theatre's organizational infrastructure so that events activity can grow by as much as 50% over the next ten years. We should note that Washington County Public Schools is currently exploring an expansion program for their downtown campus, which would strongly complement this expansion of activity at the Maryland Theatre.

During the first ten years of the implementation period, this initiative will result in 14,000 SF of new development, \$8.25 million in investment, and a 60,000 increase in annual audience at the Theatre.



### **Catalyst Project 3: USMH Expansion Support**

University System of Maryland at Hagerstown (USMH) plans to grow its enrollment of 500 by up to 750 students, or 50%. This initiative supports USMH's effort to add training in the culinary, hospitality, and tourism industries by leasing 5,000-10,000 SF of nearby space for these programs and other labs and offices. This strategy also adds housing to accommodate students increasingly coming from other parts of the state. Such housing encourages reuse of vacant upper floors close to USMH, especially



on the unit blocks of W. Washington and N. Potomac. This strategy supports three upper-floor renovations over ten years providing 12 units for 24 students. Each model project, undertaken by an existing owner with vacant or convertible space, will provide four two-bedroom, two-bath units shared by at least two students.

Under this initiative, USMH will master lease the first two rehabilitation efforts; a local government or foundation will support 50% of any USMH losses. Model analysis suggests development costs per effort will be \$660,000, financed by private debt and equity, Maryland Community Legacy Funds at \$150,000 per building, and City of Hagerstown First Third Grant funds. The overall program invests \$2.5 million, resulting in reuse of 20,000 SF of vacant space, adding 12 student housing units, and providing \$41,000 in annual local tax revenue after incentives expire.

## Catalyst Project 4: Hotel / Conference Center & Heritage Center / Commemorative Park



Adding a successful hotel in Downtown is tied closely to its development with a room-night generator such as a large conference center. The new hotel must also compete in quality with the best in the market or, ideally, establish a new higher standard. Two sites are being considered for this hotel/conference center: the portion of the vacant Meritus/Washington County Hospital site between Antietam and Washington and the current site of the Best Western Grand Venice Hotel/Conference Center farther south along Dual Highway. The hotel development program includes a 200-room “Upper Upscale” hotel (i.e. Sheraton, Wyndham, Hilton) and an

adjacent 20,000 SF conference center. Preliminary feasibility analysis suggests that a \$34.4 million investment is feasible with net operating income supporting \$24.4 million in debt and \$6+ million in equity. Other funding includes City of Hagerstown First Third Grant funds and a \$3.6 million New Markets Tax Credit investment. However, the estimated \$6.15 million capital cost for the conference center must be met from public and/or civic funding with no debt repayment.

A 7.7 acre parcel of the former hospital is an important Civil War site where a Civil War Heritage Center and Commemorative Park could be created. Features will include a small visitor center, interpretive signage, walking trails, cannon emplacements, and landscaping. A preliminary capital estimate is \$3.3 million to be financed through public and civic grants. A critical issue is the cost of on-going operations; effective use of this resource requires significant staff support for the visitors’ center, interpretive programming, encampments & re-enactments, and other programming to assure a popular tourism experience. A cadre of enthusiastic volunteers promotes this effort and USMH’s proposal to add a tourism specialization might yield internships and co-op placements. However, before proceeding with capital investment, the City must be assured of an engaged and sustainable volunteer/civic staffing commitment.

This initiative will result in 127,000 SF of development; \$43.8 million in investment; 225 new full-time equivalent jobs; and an annual tax increment for the City and County governments of \$934,000 (after the expiration of temporary incentives).

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

The SCP strongly supports housing diversity, improving the quality of the Downtown housing stock, and increasing market-rate housing. Market Analysis reveals that the Southwest City Center area, situated between two of Downtown’s main attractions – City Park/Washington County Museum of Fine Arts and the Arts & Entertainment District, has a healthy housing market. The area presents an opportunity for constructing a multi-use trail linking City Park with the Public Square and, adjacent to that trail amenity, adding 31 new townhomes in the first ten years (more later) and rehabilitating the Dagmar Hotel and three other W. Antietam buildings as 85 quality loft apartments.

This initiative will result in a new multi-use trail and 148,000 SF of development; \$19.2 million in investment; 116 new housing units; and a tax increment for the City and County governments of \$186,000 (after the expiration of temporary incentives).





## Catalyst Project 6: Expanded Downtown Arts/Events Programming



The SCP suggests expanding programming to build upon the positive atmosphere created by events and to increase visitation to Hagerstown's Arts & Entertainment District. Currently the City hosts events in the District year-round—at least 65 days of activity. Beyond these public outdoor events, various arts and entertainment venues, including theaters, galleries, and museums, host individual events. The Maryland Theatre alone has activity 150 days per year. Investing additional resources, including available Main Street funds, will expand events programming. For maximum impact, these expanded events will coordinate with the extensive schedule of the Maryland Theatre and a consolidated events calendar will be established.

## Catalyst Project 7: Expanded Operations of the City Farmers Market

Specialty food stores in the Hagerstown area capture only 35% of \$20 million in demand, leaving a \$13 million gap which could support new specialty food stores Downtown, including expanded activity at the City Farmers Market. The Market's 30 vendors sell produce, baked goods, and handmade crafts, and operate three breakfast/lunch counters, but only operate seven hours per week—Saturdays from 5:00 am to noon. Expanded operations will increase weekly hours from the current 7 to at least 35 and increase the number of vendors. A private management model would provide the structure for operating the market on a three or four day, 35 hour basis.

Implementing this approach requires careful consultation with existing tenants, recruitment of private management, attracting needed new vendors, strategic investment in capital equipment and accessibility improvements, and re-branding and promoting this new model.



## Catalyst Project 8: Expanded & Targeted Home Ownership Support

Hagerstown already uses an array of incentives to encourage Downtown housing choice. This support strategy builds on, focuses, and, in some cases, supplements current efforts. Critically, implementation of these strategies will be highly targeted: a variety of programs and incentives will reinforce the homeownership experience in compact—even block-specific—areas. This initiative includes six key elements:



1. Aggressively marketing the City's down payment assistance program;
2. Targeting Neighborhoods 1<sup>st</sup> supportive programs ("paint-ups," block parties, neighborhood clean-ups, etc.);
3. Targeting Neighborhoods 1<sup>st</sup> infrastructure and amenity work;
4. Continuing acquisition, rehab, and resale program to assure that properties in need of modernization remain attractive to owner-occupants and do not decline into problem rental properties;
5. Establishing rental licensing inspections on a regular basis; and
6. Continuing excessive nuisance enforcement programs.



# REQUIRED MOTION MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

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**Topic:**

City Comprehensive Plan Update (*visionHagerstown 2035*) - Alex Rohrbaugh, Planner

**Mayor and City Council Action Required:**

Planning Staff wishes to give the Mayor & Council an update and overview of the City's Comprehensive Plan update, *visionHagerstown 2035*. Staff is also seeking initial input from the Mayor & Council on the Plan's draft goals, issues, policies, and actions so that the Planning Commission can review and incorporate into the Plan as necessary.

In addition to this packet, Staff plans to do a powerpoint presentation/overview at Tuesday's Work Session.

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

MCC\_Memo\_3-9-17.pdf

Timeline.pdf

Goals\_\_Issues\_\_Policies\_\_Actions.pdf

Figures\_5-1\_\_\_\_5-2.pdf

Maps.pdf

**Description**

Staff Memo

Plan Review Timeline

*visionHagerstown 2035* -  
Draft Goals, Issues,  
Policies, and Actions

Table of Transportation  
Projects Associated with  
Map 5-3

Associated Maps



# CITY OF HAGERSTOWN, MARYLAND

Planning and Code Administration Department

## MEMORANDUM

TO: Valerie Means, City Administrator

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

DATE: March 9, 2017

SUBJECT: City Comprehensive Plan Update (*visionHagerstown 2035*) –

### **Action Requested**

Planning Staff wishes to give the Mayor & Council an update and overview of the City's Comprehensive Plan update, *visionHagerstown 2035*. Staff is also seeking initial input from the Mayor & Council on the Plan's draft goals, issues, policies, and actions so that the Planning Commission can review and incorporate into the Plan as necessary.

In addition to this packet, Staff plans to do a powerpoint presentation/overview at Tuesday's Work Session.

### **Overview**

City Planning Staff is working on an update to the City's Comprehensive Plan, which was last adopted in 2008. The Comprehensive Plan is a roadmap for how the city should plan for growth over the next 20 years and establishes a vision of what the community is to be in the future. As its name implies, the Plan covers many topics, including Land Use, Transportation, Housing & Neighborhoods, Community Facilities, Water Resources, Economic Development, and Environmental Resources. The Comprehensive Plan identifies issues and opportunities for each of these topics and then identifies policies and recommendations as to how to address them. Issues and opportunities are gathered through Staff analyses as well as input from City boards and commissions, County Planning Commission and staff, business and community groups, and citizens. Much of the Comprehensive Plan will also incorporate previous City plans already vetted through the community, including the 2008 Comprehensive Plan, 2012 Sustainable Community Plan and The Community's City Center Plan. We also plan to incorporate, as appropriate, recommendations and conclusions from plans such as the Hagerstown-Eastern Panhandle Metropolitan Planning Organization (HEPMPO)'s 2040 Long-Range Transportation Plan, the City's 2008-2010 Comprehensive Rezoning, and the 2012 County Urban Growth Area Rezoning.

Maryland requires counties and municipalities to have a comprehensive plan, and that they should also be reviewed every 10 years. The Plan is on track for a 60-day clearinghouse review of the Plan (required by State Law) and a Public Review Meeting in Spring 2017. Once the Planning Commission considers public input and is satisfied that concerns/issues are addressed, they can make a recommendation to Mayor & Council. Staff will then have a Public Hearing with the Mayor & Council during the Summer/Fall 2017. In accordance with State Law, once the Planning Commission makes their recommendation on *visionHagerstown 2035* the Mayor & Council have 90 days (with one optional 60 day extension) to hold a Public Hearing and take one of three actions – approve, deny, or make changes to be remanded to the Planning Commission. If changes are made, the Planning Commission must review and hold its own Public Hearing before returning the Plan to

the Mayor & Council for approval or denial. If the Mayor & Council fails to take any action within 90 days, the Comprehensive Plan is deemed approved under State Law.

### **Plan Setup & Review**

*visionHagerstown 2035* will carry the same basic format as the 2008 Plan. It will be divided into nine elements: include Land Use, Economic Development, Water Resources, Transportation, Downtown, Housing/Neighborhoods, Urban Design/Historic Preservation, Community Facilities, and Environmental Resources & Sustainability. To date, the Planning Commission has reviewed preliminary drafts of all plan elements.

### **Who has provided input so far?**

To date, Planning Staff has gathered input from multiple groups that has already been incorporated into the draft Plan. These groups include City Staff from Engineering, DCED, Utilities, Fire, Police, and Public Works, City Bicycle Advisory Committee, Historic District Commission, City Faith Community Committee, Neighborhoods 1<sup>st</sup>, County Planning Commission, BOE staff, Land Use Council, Convention and Visitors Bureau, and several social service providers.

### **Public Outreach**

Planning Staff and Communications Staff have worked together to develop an online survey to gather community input for the broad themes that *visionHagerstown 2035* address. Staff have developed five online surveys through the SurveyMonkey® platform based on the following themes: Downtown, Economic Development, Transportation & Water Resources, Urban Design & Sustainability, and Housing & Neighborhoods. The format and questions of each survey were modeled after a similar Comprehensive Plan survey from Asheville NC and include a series of guided questions and statements that allow for interval-style answers (i.e. Strongly Agree, Agree, Disagree, Strongly Disagree) with one open-ended feedback question.

The first survey is expected to be released the week of March 13 and will be distributed through the City's social media platforms (Facebook, Twitter), a City-maintained email distribution listserve that should reach over 500+ citizens, through the Neighborhoods 1<sup>st</sup> and Main Street groups, a *visionHagerstown 2035* plan webpage on the City's website, as well as a media press release. Each subsequent survey will be released at a rate one per week and all will continue to be made available through the public review period.

### **Timeline**

Staff is proposing the following timeline for the *visionHagerstown 2035* public review and adoption (attached).

Attachments: Plan Review Timeline,  
Goals, Actions, Policies, Actions of *visionHagerstown 2035*  
Associated Figures and Maps

Copy: Kathleen Maher, PCAD Director

## Proposed *visionHagerstown 2035* Timeline

Date	Action
Beginning the week of March 6	Launch of Public Feedback Survey and Go Live with <i>visionHagerstown 2035</i> Update webpage
March 14 and March 21 (if needed)	Initial presentation of draft Plan recommendations to Mayor & Council
March 29 and April 12	Planning Commission review of Mayor & Council feedback
April 17 – June 16	Mandatory 60-day review Public Review period. Draft plan made available on City website and, by State Law, sent to MD Dept of Planning, Washington County, and Funkstown
June 28	Planning Commission Public Review Meeting
July 11	Joint meeting of Mayor & Council and Planning Commission to review public input
July 26 and August 9	Planning Commission deliberation on revisions arising out of input (this could be extended depending on input)
August 9	Planning Commission recommendation of draft plan to Mayor & Council
August 15 or 22	Planning staff update to Mayor & Council
August 29	Mayor & Council Public Hearing
Within 90 days after August 9	Per State Law, Mayor & Council action to either: 1) Adopt Plan; 2) Reject Plan 3) Remand Plan back to Planning Commission.  Mayor & Council does have option to approve for itself one 60-day review extension  If Mayor & Council take no action within this timeframe, the Plan is deemed approved by State Law.
Fall 2017 and beyond	If Plan is remanded back to Planning Commission, the Commission must hold another Public Hearing on revisions before sending back to Mayor & Council with recommended “new plan”.
Fall 2017 and beyond	Mayor & Council action to approve or reject Plan.

## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Growth Management and Land Use

Goals	
1	Channel future growth in a way that strengthens the City's role as the provider of urban services to the Hagerstown Urban Growth Area, and as the economic, cultural, and institutional center of Washington County.
2	Enlarge the city's corporate boundaries in order to become a stronger city, increase economic development, deliver urban services in an efficient manner, and promote fiscal stability.
3	Physically integrate the proposed growth area with existing developed areas of the city.
4	Re-use and revitalize vacant and underutilized land, to support economic development and neighborhood enhancement goals.
5	Re-align the Medium-Range Growth Area (MRGA) to include areas where growth is more likely to occur and to de-emphasize areas where growth is not likely to happen within the next 20 years.
Issues to be addressed by this Element	
1	The City of Hagerstown and the Hagerstown region continues to grow slowly in the aftermath of the housing downturn and the 2007-2009 recession. Some of this growth is occurring outside of the city, further diminishing Hagerstown's role as the region's primary provider of urban services.
2	Hagerstown needs to expand its corporate boundaries in order to harness the fiscal benefits of regional growth. In pursuing such expansion, the City must consider a host of issues, including where and how much to grow, how to provide public services to these areas, how to physically integrate existing neighborhoods and commercial areas into the city, and how to coordinate annexation efforts with Washington County's plans and policies.
3	Undeveloped or underutilized industrial land accounts for more than 8 percent of the city's land area. Re-use and revitalization of these areas are just as important as growth and development in areas outside of current corporate boundaries.
Policies	
2-1	This Comprehensive Plan maintains the Medium-Range Growth Area (MRGA) and Long-Range Growth Area with several modifications, as shown in <b>Map 2-4</b> . The Medium-Range Growth Area boundary represents the desired city boundary in the year 2035.
2-2	The net effect of annexation within the City's Medium-Range Growth Area will generate revenues and benefits sufficient to justify the overall expansion of city services. However, fiscal considerations will not be the sole basis upon which individual annexation decisions are made.
2-3	Taken as a whole, annexation for residential purposes within the City's Medium-Range Growth Area will support the City's goal of promoting a high-quality housing stock and generally increasing home ownership rates
2-4	The City of Hagerstown will coordinate growth and annexation efforts with appropriate agencies, officials from Washington County, and other municipalities if affected.
2-5	New development will be timed to match the availability of public facilities, including roads, emergency services, and water and wastewater service.
2-6	Development and redevelopment of Hagerstown's vacant and underutilized land will be an important part of the City's overall growth management approach.

## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Growth Management and Land Use

2-7	Future Land Uses will be consistent with the designations in <b>Map 2-7</b> .
2-8	The Hagerstown Zoning Map will be consistent with the Future Land Use designations.
2-9	Growth management and the Future Land Use Plan for the City of Hagerstown and the Medium-Range Growth Area will be consistent with the goals of <i>PlanMaryland</i> , specifically within Place Designations established on <b>Map 2-9</b> .
<b>Actions</b>	
2-1	As a means of reducing cost to the County for providing urban services, and to strengthen the city's tax base to support its role as the Urban Growth Area's primary urban service provider, work with Washington County to coordinate planning efforts and to develop a joint annexation policy.
2-2	Develop annexation incentives to encourage developed areas to annex into Hagerstown.
2-3	To facilitate economic development, explore, with Washington County, cost-sharing strategies to provide revenue to the City in exchange for not requiring annexation in certain areas as a condition for the provision of municipal water and wastewater service.
2-4	Monitor the status of vacant and underutilized land within corporate boundaries, and encourage its re-use and revitalization.
2-5	Pursue comprehensive rezonings to make the Hagerstown Zoning Map consistent with Future Land Use categories and the Future Land Use Map established in Policy 2-7.
2-6	Coordinate with Washington County to ensure that new development is timed to match the availability of public facilities, including schools, roads, emergency services, and water and wastewater service.
2-7	Pursue land use-related actions listed in other elements of this Comprehensive Plan, especially the Downtown, Housing and Neighborhoods, and Urban Design and Historic Preservation elements.



## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Economic Development

Goals	
1	Attract higher-wage employment to the city.
2	Promote development and redevelopment of vacant and underutilized land in a way that contributes to the city's fiscal base.
3	Capture a larger share of the region's retail and tourism spending.
4	Reinforce downtown Hagerstown's role as the region's government, economic, educational, institutional, arts, and cultural center.
5	Grow the city's fiscal base to support capital improvements, programs, and staffing needs.
Issues to be addressed by this Element	
1	Large amounts of vacant and underutilized land exist in the city.
2	Limited high-wage and service-sector employment in Hagerstown.
3	Sustaining the momentum for long-term downtown revitalization.
4	The city's limited share of the region's retail and tourist activity.
5	The need for additional and/or specialized education to prepare citizens for employment in higher-paying industries.
6	The challenges of high unemployment and concentration of poverty in the city.
Policies	
3-1	Hagerstown will continue to recruit service-sector, high-technology, and other businesses that offer high wages and strengthen the city's economic and fiscal base.
3-2	The City will pay special attention to the needs of small businesses that are particularly attracted to locating in cities.
3-3	Support efforts to attract new businesses by encouraging redevelopment and re-use of vacant and underutilized land, including brownfield and large commercial sites, especially in those areas designated for Business Employment on <b>Map 2-7</b> .
3-4	Hagerstown's local economic development efforts will continue to contribute to county and regional economic development initiatives.
3-5	Hagerstown will continue to emphasize downtown revitalization and development, to reinforce the downtown's role as the region's economic, cultural, institutional, educational, and arts center.
3-6	The City will continue to implement the recommendations of the 2012 Sustainable Community Plan and the 2014 Community's City Center Plan.
3-7	Hagerstown will continue to monitor the concentration of poverty situation in the city and assess impacts of programs designed to serve the populations affected by poverty.

## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035 Economic Development

Actions	
3-1	Implement economic development-relations actions of the 2012 Sustainable Community Plan.
3-2	Implement the catalyst project recommendations of the Community's City Center Plan.
3-3	Encourage and facilitate development of vacant land and redevelopment of underutilized properties for commercial, industrial, and business employment uses.
3-4	Pursue regional economic development strategies and programs through continued cooperation with the Hagerstown-Washington County Department of Business Development (including the Enterprise Zone), the Hagerstown-Washington County Industrial Foundation (CHIEF), the Maryland Department of Business and Economic Development, the Hagerstown-Washington County Chamber of Commerce, the Convention and Visitors Bureau, and other appropriate organizations.
3-5	Implement the revitalization and development strategies and actions in the Downtown element of visionHagerstown 2035.
3-6	Work with the Maryland General Assembly to establish a Community Revitalization Improvement Zone (CRIZ) in the city.
3-7	Explore public-private partnerships to provide specialized and technical professional training for the local workforce and for high school students.
3-8	Encourage job creation through the support of entrepreneurship programs and initiatives.



## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Water Resources

Goals	
1	Ensure that adequate wastewater capacity exists to serve future growth.
2	Consistently meet all regulatory requirements to help protect public health and the environment, in particular reducing the environmental impact on Antietam Creek.
3	Provide a sustainable uninterrupted potable water supply to all customers served by the Hagerstown Water System. This may include increasing the permitted capacity for the R.C. Willson Treatment Plant and making the Edgemont Reservoir a consistently viable source of water.
4	Identify and implement viable projects to protect and/or enhance Hagerstown's water supply.
5	Ensure that the City's environmental and development ordinances reflect the most recent state stormwater and nonpoint source pollution policies.
6	Use nonpoint source nutrient modeling to guide the location, amount, and type of development in and around the city to achieve the least impact to the city's water quality within the watershed.
Issues to be addressed by this Element	
1	As a result of entering into a consent judgment with the Maryland Department of the Environment (MDE) in 2005 through 2011, and despite upgrades to the Wastewater Treatment Plant (WWTP), the City will still have a limited supply of unused wastewater treatment capacity. The City must therefore maximize the efficiency of its wastewater system, and needs to make long-term wastewater allocation decisions that support its growth management and annexation policies.
2	State policy limits wastewater treatment capacity based on the total amount (or load) of nitrogen and phosphorous discharged into a receiving water body. Hagerstown discharges treated effluent into Antietam Creek, which is a tributary to the Chesapeake Bay, and is thus subject to a nutrient discharge cap. Hagerstown's wastewater policy needs to focus on minimizing or reducing discharges.
3	Inflow and Infiltration (I&I) currently consumes approximately 10 percent of the planned design capacity of the City's wastewater treatment plant, reducing the amount of capacity that is available to serve new and existing development.
4	The limited sewage treatment capacity in Hagerstown and Washington County necessitates a coordinated wastewater service approach between the City and County.
5	Growth in Hagerstown and the surrounding communities has increased water demand requiring an evaluation of and potential upgrades to the City's water treatment and distribution infrastructure.
6	State regulations regarding stormwater management have been updated since adoption of the 2008 Comprehensive Plan. The City's development ordinances should be updated to reflect state policy.
7	Development in Hagerstown and the surrounding communities contributes nonpoint source nutrient loads to Antietam Creek, Conococheague Creek, and Marsh Run. New development and all re-development projects shall make every feasible effort to minimize non-point loading impacts and make improvements to the current water quality within the watershed." The proposed language adds clarity regarding the city's goal for its receiving waters.

## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Water Resources

Policies	
4-1	Hagerstown will use water and wastewater policy to support visionHagerstown 2035's growth management goals. The City's Annexation Policy will continue to guide the provision of water and wastewater service outside of Hagerstown's corporate boundaries. The City will only provide new or expanded water and wastewater services to properties that annex into the city or that enter into pre-annexation agreements with the City, except as specifically exempted in the Annexation Policy.
4-2	<p>Hagerstown will continue to coordinate wastewater and water planning and implementation with Washington County.</p> <p>Wastewater: Through continued cooperation with Washington County, wastewater capacity will be available for all new development in the City of Hagerstown and the Medium Range Growth Area, as well as other priority areas within the Long Range Growth Area.</p> <p>Water: Through continued cooperation with Washington County and the towns of Williamsport, Smithsburg, and Funkstown, water capacity will be available for all new development in the City of Hagerstown and the Medium Range Growth Area, as well as other priority areas within the Long Range Growth Area.</p>
4-3	Hagerstown will maximize the capacity of its wastewater system.
4-4	<p>visionHagerstown 2035 establishes tiered priority areas for new or expanded water and wastewater service, as delineated on <b>Map 4-2</b> and defined here:</p> <p>Priority 1. Infill and redevelopment within the 2015 Corporate Boundary. Highest priority for new or expanded water and wastewater allocations.</p> <p>Priority 2. Medium-Range Growth Area. Second priority for new or expanded water and wastewater service.</p> <p>Priority 3. Long-Range Growth Area. Existing service will be maintained. New service is not anticipated before 2035, but may be considered for employment centers, in support of City and County economic development and other goals and policies in this Plan.</p> <p>No water or wastewater service will be provided outside of the Long-Range Growth Area except for health and safety reasons. Any existing or future water lines extending outside of the Long-Range Growth Area shall be considered restricted and no additional connections will be permitted, except for health and safety reasons.</p>
4-5	Hagerstown will ensure adequate future water system supply by continuing to monitor system capacity and water use. This includes ensuring that the Edgemont Reservoir/Breichner WTP is a reliable backup source for water and the need for a capacity increase permit for R.C. Willson WTP.
4-6	The City will continue to set aside at least 25 percent of its annual wastewater allocation for new development to be used for non-residential development, with priority given to Business-Employment uses (see Chapter 2) and industrial uses.
4-7	The City will continue the existing rate structure and other policies that encourage water conservation.
4-8	The City will pursue expanded interjurisdictional coordination with the County and municipal utilities within the Hagerstown UGA, focusing on improving operational efficiencies by merging overlapping functions such as laboratories, administration or training, among others things.
4-9	Hagerstown will reduce its nonpoint source nutrient loads through more stringent stormwater management requirements for development, selective stormwater retrofits, and other actions as appropriate.



## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Water Resources

Actions	
4-1	Continue to use and update the Sewer Capacity Allocation Plan (SCAP), as changes in priorities, policies, and regulations occur.
4-2	Reduce Inflow and Infiltration into the sewage collection system by continuing ongoing repair efforts. Consider providing incentives for private land developers to perform I&I reductions.
4-3	Renew the Flow Transfer Agreement with Washington County and remove the “sunset” clause to make flow transfers permanent. Work with Washington County to fully implement the Flow Transfer agreement to transfer sewage from City wastewater lines to the County’s Conococheague WWTP.
4-4	Investigate alternate ways to manage wastewater capacity, such as: <ul style="list-style-type: none"> <li>a. Participation in the state’s nutrient trading policy, specifically when extending wastewater service to homes and businesses on individual septic systems. The City also may be able to “sell” excess capacity (if available)</li> <li>b. Implementation of more efficient treatment technology as it becomes available.</li> <li>c. Re-assignment of allocation from vacant and under-utilized commercial and industrial properties when they redevelop. This could include recoup of some “turned off accounts.”</li> <li>d. Exploration of reuse of grey water from the Hagerstown Wastewater Treatment Plant where feasible—such as for watering of golf courses or athletic fields, or for industrial processes—as means of conserving water resources and reducing nutrient discharges to Antietam Creek.</li> </ul>
4-5	Continue to update the Hydraulic Model to determine water system dynamics and deficiencies. Use the model to guide decisions as they pertain to system improvements including, but not limited to, system storage requirements, pumping station upgrades, and distribution system improvements.
4-6	Continue to monitor produced water and billed water to reduce the system water loss to 10 percent or less, per MDE policy.
4-7	Continue to monitor average day and peak day water usage to better predict when it is appropriate to approach MDE for an amendment to the current water allocation of 15 MGD from the Potomac River.
4-8	Implement practices that are protective of the Edgemont watershed and water quality. Continue to work with MDE Dam Safety and MDE Water Supply to ensure long-term viability of a reliable source of water for new development.
4-9	Offer to develop cooperative agreements with Washington County on appropriate situations and conditions for the provision of water and/or wastewater services outside the Medium Range Growth Area. In particular, discuss extension of services to the economic development target area, as well as selected residential areas.
4-10	Working with Washington County, identify and prioritize the correction of stormwater “hotspots” in the City and MRGA. Identify and use state, federal, and other funding sources to implement stormwater retrofits in these areas.
4-11	Advocate for more flexible state stormwater management standards for redevelopment properties and multi-year phased developments.

## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Transportation

Goals	
1	The city's transportation network, including roads, transit, and bicycle and pedestrian facilities, will meet the mobility needs of its residents, businesses, and visitors of all ages, abilities, and socioeconomic backgrounds.
2	Transportation projects will support the City's growth management goals.
3	Long-distance traffic will use major highways to travel around Hagerstown rather than through the city.
Issues to be addressed by this Element	
1	Hagerstown's transportation network needs to be enhanced to maintain safe and efficient flow of people and goods in and around the city.
2	Hagerstown's network of major roads is generally complete, with many missing or partially complete segments in the Medium-Range Growth Area.
3	Without upgrades, the existing road network will not be sufficient to accommodate future traffic in and around Hagerstown.
4	Hagerstown's transportation network needs more alternatives to the automobile, including transit and bicycle facilities and pedestrian opportunities.
Policies	
5-1	The Plan recommends completion of the Long Range Transportation Plan projects and City-identified projects listed in Figures 5-1 and 5-2, and shown in <b>Map 5-3</b> .
5-2	<p>The City of Hagerstown will work with Washington County, the Towns, the State of Maryland, and Hagerstown Eastern Panhandle Metropolitan Planning Organization (HEPMPO) to pursue the timely completion of selected projects that facilitate traffic movement around the city's periphery. Specific projects are:</p> <ul style="list-style-type: none"> <li>• Widening of I-81 and I-70.</li> <li>• Widening and extension of Eastern Boulevard from MD Route 60 to MD Route 64.</li> <li>• Construction of Southern Boulevard</li> <li>• Construction of the Northwest Connector</li> </ul>
5-3	Transportation improvements will support the visionHagerstown 2035's growth management and land use goals.
5-4	Desired alignments for new roads will be identified in advance of new development, and developer participation will be sought.
5-5	The City should review and evaluate the Curb and Sidewalks Policy periodically and update as necessary.
5-6	<p>The City encourages alternatives to automobile travel, specifically:</p> <ul style="list-style-type: none"> <li>• Expansion of the County Commuter system, including extending hours of operation</li> <li>• Inclusion of sidewalks and pedestrian paths as part of new development, and</li> <li>• The establishment of bicycle routes on existing and new city streets.</li> </ul>
5-7	Continue to encourage ride-sharing by maintaining existing park-and-ride lots, and by developing new park-and-ride lots as necessary.



## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Transportation

Actions	
5-1	Work with Washington County, the towns, the State of Maryland, and the HEPMPO to complete the transportation improvements identified in this Comprehensive Plan. In particular, review and comment on the annual City and County Improvement Programs (CIPs) and the State Consolidated Transportation Program as they relate to furthering objectives of this plan.
5-2	Work with Washington County to review County Commuter bus service, to evaluate the adequacy of existing routes, adequacy of bicycling features at stations and on buses, transit information, and bus shelters in light of the Growth Management and Land Use element of visionHagerstown 2035.
5-3	Work with the Maryland Transit Authority to evaluate the need for expanded commuter bus service and additional commuter bus stops in Hagerstown, making existing stops bicycle and pedestrian friendly and making new stops multi-modal (accessible to roads, sidewalks, and multi-use paths)
5-4	<p>Expand the city's pedestrian and bicycle infrastructure by considering the following improvements:</p> <ul style="list-style-type: none"> <li>• Develop a new walking path/greenway along Antietam Creek (see <b>Map 5-2 or 9-4</b>).</li> <li>• Develop east-west bicycle-friendly routes through downtown using existing alley system</li> <li>• Develop a continuous multi-use path along Memorial Blvd and Marsh Run from City Park to Municipal Stadium</li> <li>• Work with Washington County and the State to develop a multi-use path from City Park along CSX right-of-way and former B&amp;O right-of-way to connect Hagerstown to C&amp;O Towpath in southern Washington County</li> <li>• Reserve right-of-way on new or expanded roads for bicycle lanes.</li> <li>• Re-use abandoned rail lines as pedestrian and bicycle paths.</li> <li>• Work with CSX to create "trails-by-rails" along low volume, low speed rail lines</li> <li>• Implement the City's Livable Streets Initiative as new streets are constructed or when existing streets are repaved/reconstructed</li> </ul>
5-5	Investigate the feasibility of alternate funding sources for transportation projects, such as development impact fees and assessment districts, as well as increased State and Federal aid.
5-6	Continue to require new development and redevelopment to include sidewalks that connect to existing sidewalks, especially where continuous sidewalks facilitate access to parks and schools.
5-7	Work with Washington County and State of Maryland to implement pedestrian safety recommendations for the Dual Highway and at challenging intersections in the study area.

## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035 Downtown

Goals	
1	Reinforce downtown Hagerstown's role as the region's government, economic, educational, institutional, and cultural center.
2	Enlarge the city's share of regional retail and tourist revenue by concentrating specialized businesses and cultural amenities in the downtown.
3	Encourage a greater level of income diversity among residents choosing to live downtown by exploring opportunities for middle- and upper-income housing to balance the lower income base.
4	Renovate downtown buildings to make them more attractive for users.
Issues to be addressed by this Element	
1	Sustaining the momentum for long-term downtown revitalization.
2	Downtown's limited share of overall regional, retail and, tourist spending.
3	A limited supply of housing in downtown with amenities to attract a more diverse population.
4	A limited supply of Class-A office space that makes it difficult for downtown to compete within the regional market.
Actions	
6-1	Support the implementation of the catalyst projects identified in the Community's City Center Plan.
6-2	Encourage the continued location and expansion of all levels of government and public uses in the downtown.
6-3	Encourage revitalized and new education, professional offices, and downtown housing development with a diversity of price ranges.
6-4	Continue the City's Main Street Program.
6-5	Strengthen downtown's role as a regional tourist destination by implementing the Heart of the Civil War Heritage Area recommendations for new tourism support facilities, interpretive programs, infrastructure enhancements, and marketing endeavors.



## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Housing and Neighborhoods

Goals	
1	Foster housing and neighborhoods that encourage diversity of race, ethnicity and income, and reflect and celebrate the range of people who live or work in the city, Washington County, and the region beyond.
2	Improve the conditions of Hagerstown's challenged neighborhoods.
3	Blend new residential development into the fabric of existing neighborhoods through complementary design and interconnectivity.
4	Establish neighborhood boundaries based on the geographical and physical characteristics to be used as creating identity for neighborhoods which could also serve as a basis for establishing future neighborhood groups.
5	Explore linkages between urban core neighborhoods and downtown.
6	Implement the City's vision and commitment to housing and neighborhoods throughout the city, which includes: <ul style="list-style-type: none"> <li>1) making them welcoming, safe, and, inclusive;</li> <li>2) fostering a sense of place, pride, and community identity;</li> <li>3) making them clean, well-built, and crime free;</li> <li>4) establishing healthy and sustainable neighborhoods that are walkable and have amenities; and</li> <li>5) recognizing them as the foundation upon which healthy communities are built.</li> </ul>
Issues to be addressed by this Element	
1	Hagerstown's low homeownership rate challenges neighborhood stabilization and improvement efforts.
2	The housing downturn and residential foreclosures resulting from the 2007-09 Recession continue to affect the city through a decline in property values and lack of investment
3	Hagerstown neighborhoods with higher poverty rates lack investment and improvement.
4	Quality housing options are limited in the city's sustainable community area.
Policies	
7-1	New residential development in the downtown will include owner-occupied and renter-occupied units with a broad range of prices.
7-2	Hagerstown will continue its vision and commitment to neighborhood revitalization strategies to address the needs of its neighborhoods, especially in targeted neighborhoods surrounding downtown.
7-3	The City will grow its park and open space system to give neighborhoods appropriate levels of recreational amenities (see Action 9-6).
7-4	Neighborhoods should have good access to community facilities, including schools and parks.

## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035 Housing and Neighborhoods

7-5	New development in Hagerstown will blend, mesh, and transition into existing neighborhoods (see Policy 8-1).
<b>Actions</b>	
7-1	Work with regional partners to create a balanced regional housing approach—with emphasis on encouraging both the city and county to ensure all members of our community have access to quality affordable housing in high opportunity neighborhoods.
7-2	Continue rental registration and code enforcement efforts to increase the overall quality of residential units in the city.
7-3	Continue to protect quality of life in neighborhoods by utilizing the tools listed under the “Neighborhood Revitalization” section of this element, the recommendations in the 2012 Sustainable Community Plan, and other appropriate programs as tools for neighborhood revitalization.
7-4	Continue to support efforts to plant street trees and provide additional neighborhood parking facilities.
7-5	Revise as necessary the Land Management Code to ensure that the layout, architectural, and other physical design elements of new development are compatible with existing neighborhoods.
7-6	In order to facilitate neighborhood revitalization, aggressively promote homeownership incentives and strategic acquisitions in targeted areas surrounding downtown (see <b>Map 7-2</b> ).
7-7	Create neighborhood boundaries based on the geographical and physical characteristics to be used as creating identity for neighborhoods which could also serve as a basis for establishing future neighborhood groups (See <b>Map 7-3</b> ).
7-8	Explore linkages between city neighborhoods and downtown.
7-9	Develop Neighborhood Improvement Plans to address property maintenance and blight issues. Neighborhood Improvement Plans should use defined neighborhood boundaries established on <b>Map 7-3</b> .
7-10	Develop and implement a city wide housing and neighborhood strategy which creates specific recommendations for redevelopment and investment to foster sustainable neighborhoods.



## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Urban Design and Historic Preservation

Goals	
1	Use urban design to link Hagerstown's existing neighborhoods with new development and redevelopment.
2	Strengthen the role of historic resources in the city by encouraging rehabilitation and reuse of historic residential, commercial, industrial, and mixed use buildings.
3	Use historic resources as tools for increasing economic development.
Issues to be addressed by this Element	
1	New development often lacks continuity with existing development in its streetscapes, signage, and other design elements.
2	Many historic buildings are not being utilized to their fullest extent.
3	The historic district review process, while progress has been made, is perceived by some as to be more difficult than in actuality.
Policies	
8-1	Land development regulations will ensure that the layout, architecture, and other physical design elements of new development blends, meshes, and transitions into nearby existing development and historic resources.
8-2	Hagerstown will encourage rehabilitation and reuse of its historic residential, commercial, and industrial buildings.
8-3	Hagerstown will enhance and promote its historic resources to help capture a greater share of the region's tourist spending.
Actions	
8-1	Consider extending streetscape improvements (similar to those present in the central part of the downtown) throughout the whole downtown and into the city's neighborhoods, to establish a cohesive pedestrian-friendly atmosphere.
8-2	Consider developing a "pattern book" for the downtown and historic districts, suggesting typical architectural and urban design elements for new development and redevelopment.
8-3	Reevaluate off-premise signage regulations.
8-4	Consider expanding the City's National Register Historic Districts to make state and federal funds available to more residential neighborhoods, and commercial and industrial areas.
8-5	Actively promote underutilized historic properties that already have wastewater allocations.
8-6	Continue developing marketing programs to tie nearby Civil War resources (including Antietam National Battlefield) to the city's Civil War and other historic resources.
8-7	Promote benefits of historic district designation to existing property owners and to areas currently undesignated.
8-8	Work with the Main Street program work groups on initiatives to enhance the urban design and image of the downtown

## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Community Facilities

Goals	
1	Maintain and expand police, fire, and EMS services to serve the city’s growing population and geographic area.
2	Support civic institutions that add to overall quality of life.
3	Grow the parks and recreation system to provide adequate open space, athletic fields, and indoor and specialty recreation facilities for the city’s growing population.
4	Support and advocate for the expansion of school services to serve existing neighborhoods and the growing population in the Medium Range Growth Area.
5	Support the expansion of a high-speed broadband network that is accessible and affordable to residents and businesses across the city.
Issues to be addressed by this Element	
1	The Hagerstown region will need expanded and relocated fire protection and emergency services in order to adequately serve areas within the Medium Range Growth Area. Working collaboratively with all public safety partners, the Hagerstown Fire Department desires to establish baseline and benchmark response goals to establish industry best practice resource deployment.
2	The Washington County Public Schools Educational Facilities Master Plan indicates that the Hagerstown region is projected to need additional high school and middle school seat capacity in the near term to serve the growing educational needs of the Medium-Range Growth Area (MRGA).
3	Some residential areas lack neighborhood parks.
4	Aside from government and public institutions, access to high-speed broadband service is very limited.
Policies	
9-1	The Hagerstown Fire Department will strive to have a sufficient number of fire stations, located at appropriate sites to serve Hagerstown’s growing population and geographic area.
9-2	The City should continue to work with Washington County to ensure adequate police, fire, and EMS service throughout the Long-Range Growth Area.
9-3	New development will be timed to match the availability of public facilities and emergency services (see Policy 2-5).
9-4	Installation of new utilities should accommodate for technology cabling with pull boxes (“Dig Once” Policy)
9-5	Strive to provide park space within a 0.25 mile walking distance, giving priority for new parks to the underserved areas identified in <b>Map 9-4</b> .
9-6	Continue to support community facilities in downtown Hagerstown.
9-7	There will be sufficient school facilities and capacity to serve the growing needs of the city and the Medium Range Growth Area.
Actions	
9-1	Work with Washington County Public Schools to identify potential sites for new schools in the city and Medium Range Growth Area. Consider the potential re-use of existing sites formerly owned by Washington County Public Schools that do not meet current site size criteria. Work with developers on acquisition of school sites when feasible.
9-2	Develop a comprehensive broadband plan for the city. Key elements for the plan are described in the Broadband section of the Community Facilities element.



## Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035

### Community Facilities

9-3	<p>Develop a Parks and Recreation Master Plan that establishes a vision for recreation, parks and open space in the city for the next 10 to 20 years. The Master Plan should:</p> <ul style="list-style-type: none"> <li>• Assess the state of recreation, parks, and open space in the city today.</li> <li>• Identify future needs based on a demand analysis, including accessibility to parks, as well as required acreage and facility types.</li> <li>• Set policies for addressing the defined needs.</li> <li>• Make practical, achievable recommendations in the form of a strategic action plan for meeting the defined needs, consistent with the selected policies.</li> <li>• Identify areas in the city for parks, recreation, and open space while using the DNR Park Equity Analysis data and 0.25 mile walk-sheds as guides.</li> <li>• Address the maintenance of existing and future park and recreation facilities, including County parks that may be annexed.</li> </ul>
9-4	Develop new parks and open space areas—especially smaller neighborhood parks—in underserved portions of the city, specifically the West End and south of downtown.
9-5	Develop linkages between parks, such as the trails identified in the Transportation Element (see Action 5-4) or greenways and linear parks along Antietam Creek and Marsh Run. Also develop linkages between downtown and the parks.
9-6	Identify locations and provide boat access to the Antietam Creek Water Trail, including the former Municipal Electric Light Plant (MELP) property.
9-7	Investigate potential locations for “pocket parks”—small open spaces with park amenities such as tot lots, seating, and gardens, especially in the downtown.
9-8	Explore re-use of abandoned institutional uses, such as the former Municipal Electric Light Plant (MELP), hospital, and former Winter Street Elementary School for future park and/or recreational activity.
9-9	Consider developing an indoor recreation center with multi-purpose rooms for use by residents and community groups.
9-10	Pursue formalized joint-use agreements with Washington County Public Schools to allow continued use of school property (especially recreational facilities) by the public.

## Goals, Issues, Policies, & Actions Identified in **vision**Hagerstown 2035

### Environmental Resources and Sustainability

Goals	
1	Continue to recognize and protect sensitive areas.
2	Reduce urban heat island effect resulting from development.
3	Limit disruption of natural water hydrology resulting from new development.
4	Maintain and improve the quality of the region's water resources.
5	Reduce greenhouse gas emissions.
6	Provide for effective stormwater management.
7	Increase the rate of recycling across the city to meet or exceed the U.S. national average.
8	Implement sustainable practices as identified by the Sustainable Maryland Program.
Policies	
10-1	New development and redevelopment in Hagerstown and the Medium Range Growth Area will avoid stream buffers and 100-year floodplains.
10-2	New development and redevelopment will also avoid steep slopes (greater than 15%) where possible. Proper slope stabilization will be required where development or redevelopment on steep-slope areas is desirable.
10-3	The urban heat island effect in Hagerstown and the Medium-Range Growth Area will be reduced through protection and re-establishment of natural features and trees.
10-4	The City will encourage ways to increase the urban tree canopy from 21% to 30% by 2030.
10-5	In order to increase tree canopy coverage, areas of reforestation or forest conservation created as a result of new development should be established within the city limits.
10-6	Natural stormwater flows will be maintained in Hagerstown and the Medium-Range Growth Area through stormwater management best practices. This is in accordance with pollutant reduction strategies consistent with Washington County's Watershed Implementation Plan.
10-7	The City will work to implement the goals, objectives, and action steps of the Sustainable Maryland program.
10-8	The City should work to increase the amount of solid waste diversion from landfills for Hagerstown from the current 27% to national average of 34% by 2035.
Actions	
10-1	Develop stream buffer and steep slope regulations to guide future development and redevelopment.
10-2	Encourage strategies to reduce stormwater runoff from buildings
10-3	Set goal of reduce stormwater runoff in Hagerstown and implement by promoting reduction of impervious areas.
10-4	Encourage (re)development of Leadership in Energy and Environmental Design (LEED)-certified building standards by developers and private property owners.



**Goals, Issues, Policies, & Actions Identified in visionHagerstown 2035**  
**Environmental Resources and Sustainability**

10-5	Reduce greenhouse gases and the heat island effect by implementing the city’s urban tree canopy coverage goal.
10-6	Conserve water resources by setting a goal of elimination of potable city water as irrigation source and implement through rainwater harvesting and use of native vegetation.
10-7	Implement practices to make Hagerstown more sustainable and also consistent with the Sustainable Maryland Program:

Figure 5-1: Transportation Projects Underway (Committed)

Key (Map 5-3)	Facility	Improvement	Segment
A.	Professional Blvd	Construct new road	Antietam Creek bridge to Robinwood Drive (excludes bridge)
B.	Southern Blvd, Phase I	Construct new road	Frederick St. (US Alt 40) to Villa Ridge Dr.
C.	Interstate 81	Reconstruct & Widen	Potomac River Bridge between MD and WV to Exit 1 (MD Route 63/68)
D.	Shawley Drive	Realignment	Realign intersection to Maugans Ave and Oliver Dr
E.	Eastern Blvd <sup>1</sup>	Widen to four lanes	MD Route 64 to Security Rd

Source: HEPMPPO 2040 Long-Range Transportation Plan;

<sup>1</sup> 2015-2024 Washington County Capital Improvement Plan (CIP)Figure 5-2: Recommended Long Range Transportation Improvements  
(Identified in the 2040 Long-Range Transportation Plan)

Key (Map 5-3)	Facility	Improvement	Segment
1	Interstate 81	Widen to six lanes	Entire length of Washington County
2	Interstate 70	Widen to six lanes	Frederick County line to Interstate 68
3	Halfway Blvd	Construct new four-lane divided arterial segment (with turn lanes)	Current terminus to MD Route 63
4	US Route 11	Widen to four lanes	Hagerstown city line to Williamsport
5	US Route 11	Widen to four lanes	Burhans Blvd N to Terminal Drive
6	US Route 40	Widen to six lanes	Eastern Blvd to Interstate 70
7	US Route 40	Widen to four lanes and intersection improvements	MD Route 63 to MD Route 144
8	MD Route 65	Widen to four lanes	Poffenberger Road to MD Route 68
9	Southern Blvd, Phase II	Construct new road	Edgewood Drive to Frederick Street
10	MD Route 63	Widen to four lanes	Interstate 70 to US Route 40
11	Paul Smith Blvd	Construct new road	U.S. Route 40 to U.S. Alt 40
12	Robinwood Drive N	Construct new road	Realign from Hagerstown Community College to MD Route 64
13	MD Route 60	Widen to four lanes	Marsh Pike to Longmeadow Road
14	MD Route 64	Reconstruction	Eastern Blvd to Little Antietam Road
15	MD Route 65	Widen to five lanes	Interstate 70 to US Route 40



**Figure 5-2: Recommended Long Range Transportation Improvements  
(Identified in the 2040 Long-Range Transportation Plan)**

Key (Map 5-3)	Facility	Improvement	Segment
16	Eastern Blvd Ext.	Construct new road	Antietam Drive to MD Route 60
17	Longmeadow Road	Widen to five lanes	Halifax Drive to MD Route 60
18	Marsh Pike	Widen to five lanes & Signalization	MD Route 60 to Longmeadow Road
19	New Gate Blvd	Construct new road	Current terminus to US Route 40
20	MD Route 65	Widen to four lanes	Interstate 70 to Wilson Blvd
21	Maugans Ave	Widen to three lanes	Interstate 81 to Main Street
22	Maugans Ave	Construct new road	Main Street to Garden View Road
23	Poffenberger Road	Widen to three lanes	MD Route 65 to US Alt 40
24	Crayton Blvd	Construct new road	Current terminus to Showalter Road
25	Northwest Connector	Construct new road	Haven Road to Salem Ave
26	Showalter Road	Widen to four lanes	Interstate 81 to US Route 11
27	MD Route 60	Reconstruction	Cortland Drive to Marsh Pike
28	E. Oak Ridge Drive & South Pointe Drive	Signalization	Intersection of E. Oak Ridge Drive, South Pointe Drive, and Oakmont Drive
29	Haven Road	Reconstruction	US Route 11 to end
30	Edgewood Drive	Widen to four lanes	Haywood Cir to Howell Rd
31	US Alt 40	Reconstruction	Funkstown to MD Route 68
<b>Locally-Identified Projects Not Included in 2040 L RTP</b>			
32	Eastern Boulevard	Widen to four lanes	Security Road to Antietam Drive

Source: HEPMPO 2040 Long-Range Transportation Plan, Washington County 2015-2024 Capital Improvement Plan (CIP)

Among the projects shown in Tables 5-1 and 5-2, the MPO 2040 Long-Range Transportation Plan lists the following committed road projects around the city and in the MRGA.

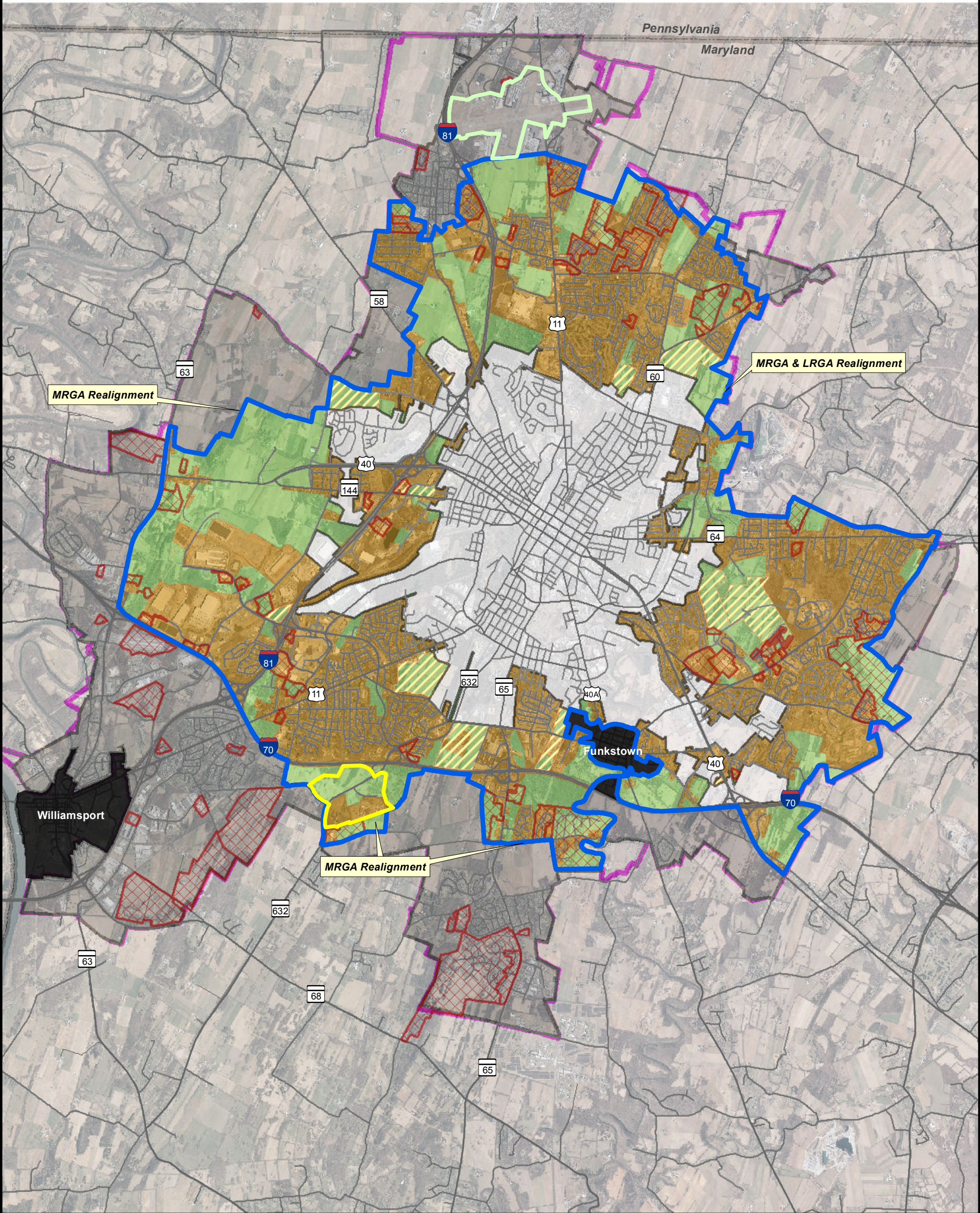
Current Projects (underway or soon to be underway as of 2017):

- Southern Boulevard Phase I – from Frederick Street (US Alt 40) to Villa Ridge Dr.
- Eastern Boulevard widening from Jefferson Boulevard to Security Road
- Eastern Boulevard widening from Security Road to Antietam Drive near YMCA

Future Projects (varying funding commitments in the City CIP):

- Construction of Northwest Connector from New Haven Road to Salem Avenue
- Extension of Professional Court to Meritus Medical Center and Hagerstown Community College





visionHagerstown 2035 Comprehensive Plan  
Map 2-4: Hagerstown Growth Boundaries

- Road
- Corporate Boundary
- Medium-Range Growth Area (MRGA)
- Long-Range Growth Area (LRGA)
- County Urban Growth Area
- State Boundary
- Airport (Preexisting Water Agreement)
- Friendship Park (Preexisting Water Agreement)
- Pre-Annexation Agreement\*
- Potential Annexations
- Developed Land in Medium Range Growth Area
- Undeveloped Land in Medium Range Growth Area



0 0.5 1 1.5 2 Miles

\* These areas represent only those pre-annexation agreements that are 3 acres or larger.





visionHagerstown 2035  
Comprehensive Plan

Map 2-7: Future Land Use Plan



- Major Road

Street

Corporate Boundary

Medium-Range Growth Area
- Moderate Density Residential

Medium Density Residential

High Density Residential
- Downtown

Mixed Use

Commercial General

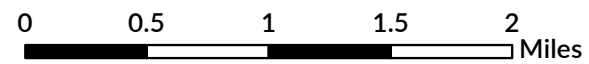
Business-Employment

Industrial

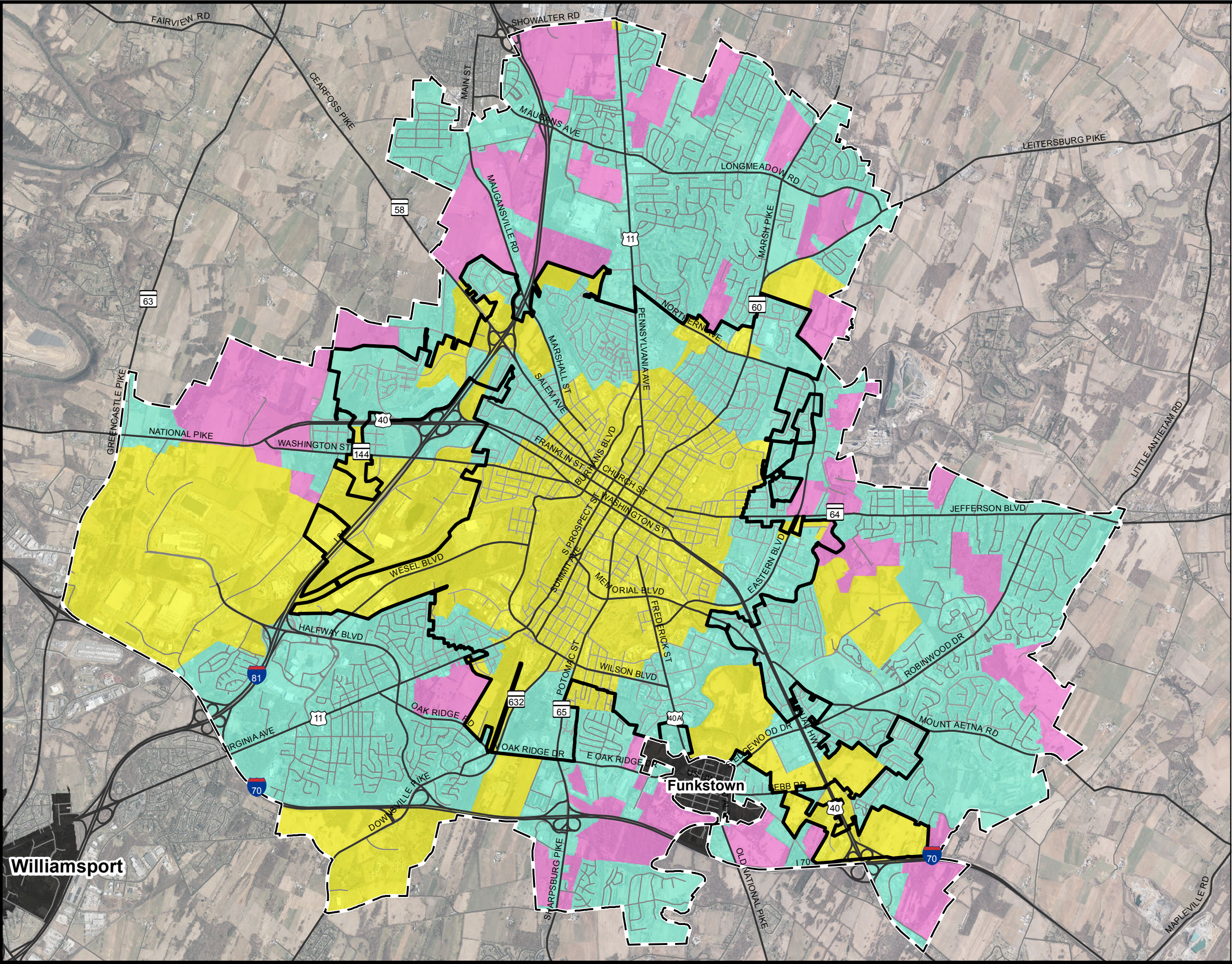
Institutional

Parks/Rec/Open Space

Future Land Use Designation	Acreage	% of Total
Moderate Density Residential	4,510	17.7%
Medium Density Residential	7,059	27.8%
High Density Residential	679	2.7%
Downtown	161	0.6%
Mixed Use	88	0.3%
Commercial General	3,077	12.1%
Business Employment	4,259	16.7%
Industrial	3,208	12.6%
Institutional	1,091	4.3%
Parks Recreation Open Space	1,296	5.1%
Total	25,429	100%







visionHagerstown 2035  
Comprehensive Plan

Map 2-9: PlanMaryland  
Place Designations



- Major Road
- Local Street
- Corporate Boundary
- Medium-Range Growth Area

- Place Designation
- Targeted Growth & Revitalization Area
  - Established Community Area
  - Future Growth Area

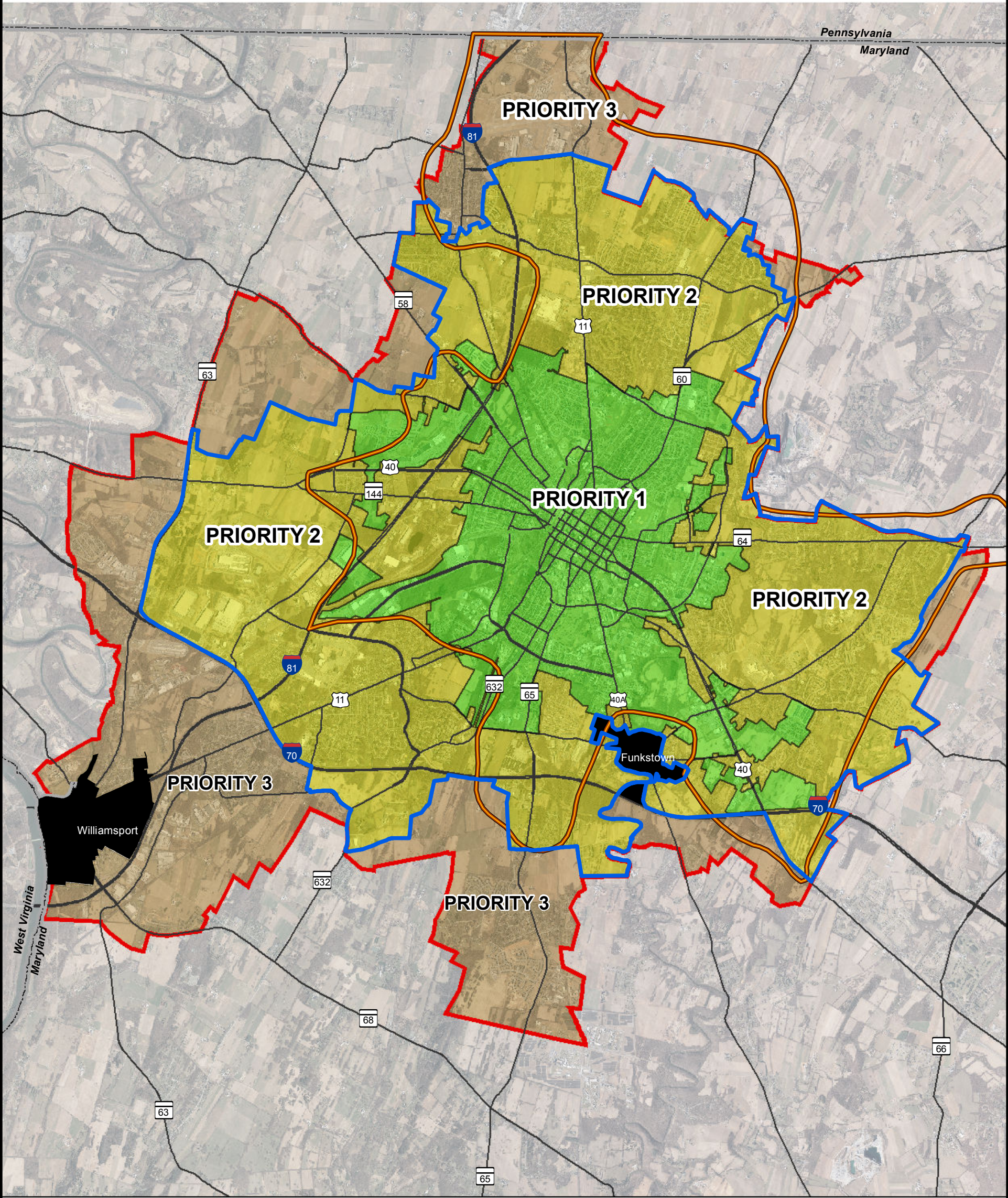


Map Projection: NAD83 State Plan Maryland FIPS (feet)  
Data Sources:  
City of Hagerstown, 2017; State of MD Imagery, 2014  
Washington County, 2016

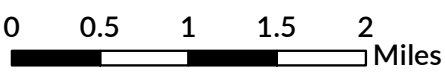
Prepared By:  
Hagerstown Planning & Code Admin Dept, 01/27/17







**vision**Hagerstown 2035 *Comprehensive Plan*  
**Map 4-2: Water and Wastewater Priority Areas**



- Major Road
- Corporate Boundary
- Medium-Range Growth Area (MRGA)
- Long Range Growth Area
- Consolidated General Service Agreement "Designated Area"

- Priority Areas**
- 1
  - 2
  - 3

New or expanded wastewater service denied, except for health and safety reasons.

Note: Funkstown and Williamsport purchase water from Hagerstown.

Map Projection: NAD83 State Plan Maryland FIPS (feet)  
Data Sources:  
City of Hagerstown, 2017; State of MD Imagery, 2014;  
Washington County, 2016  
Prepared By: Hagerstown Planning & Code Admin Dept, 01/27/17





## Map 4-3: Growth Tier Designations



- Major Road
- Local Street
- Corporate Boundary
- Medium-Range Growth Area

### SGAPA Tier Designation

#### Category

- Tier 1
- Tier 2

Tier 1 - Areas currently served by public sewerage systems

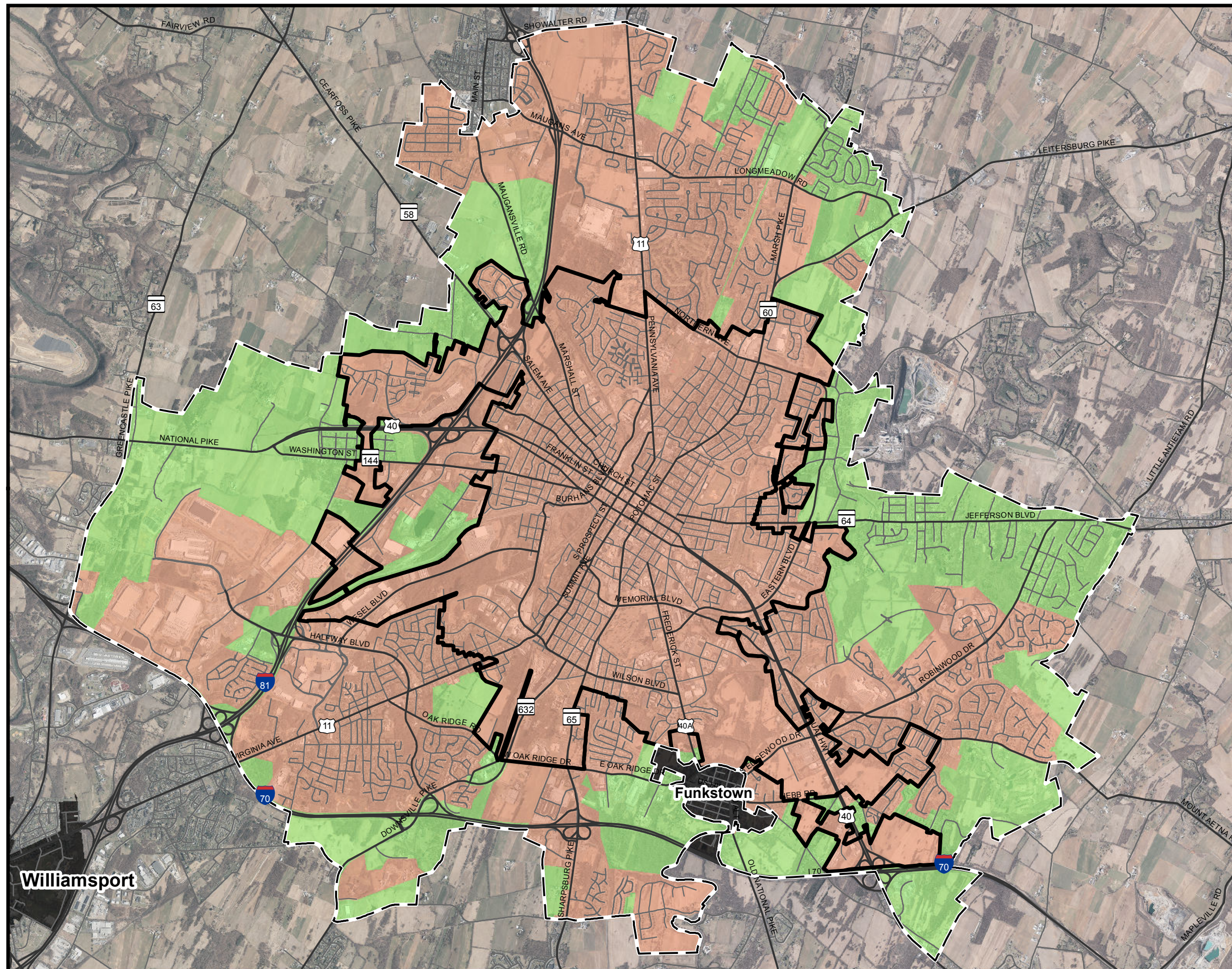
Tier 2 - Areas planned to be served by public sewerage systems



Map Projection: NAD83 State Plan Maryland FIPS (feet)

Data Sources:  
City of Hagerstown, 2017; State of MD Imagery, 2014  
Washington County, 2016

Prepared By:  
Hagerstown Planning & Code Admin Dept, 01/27/17



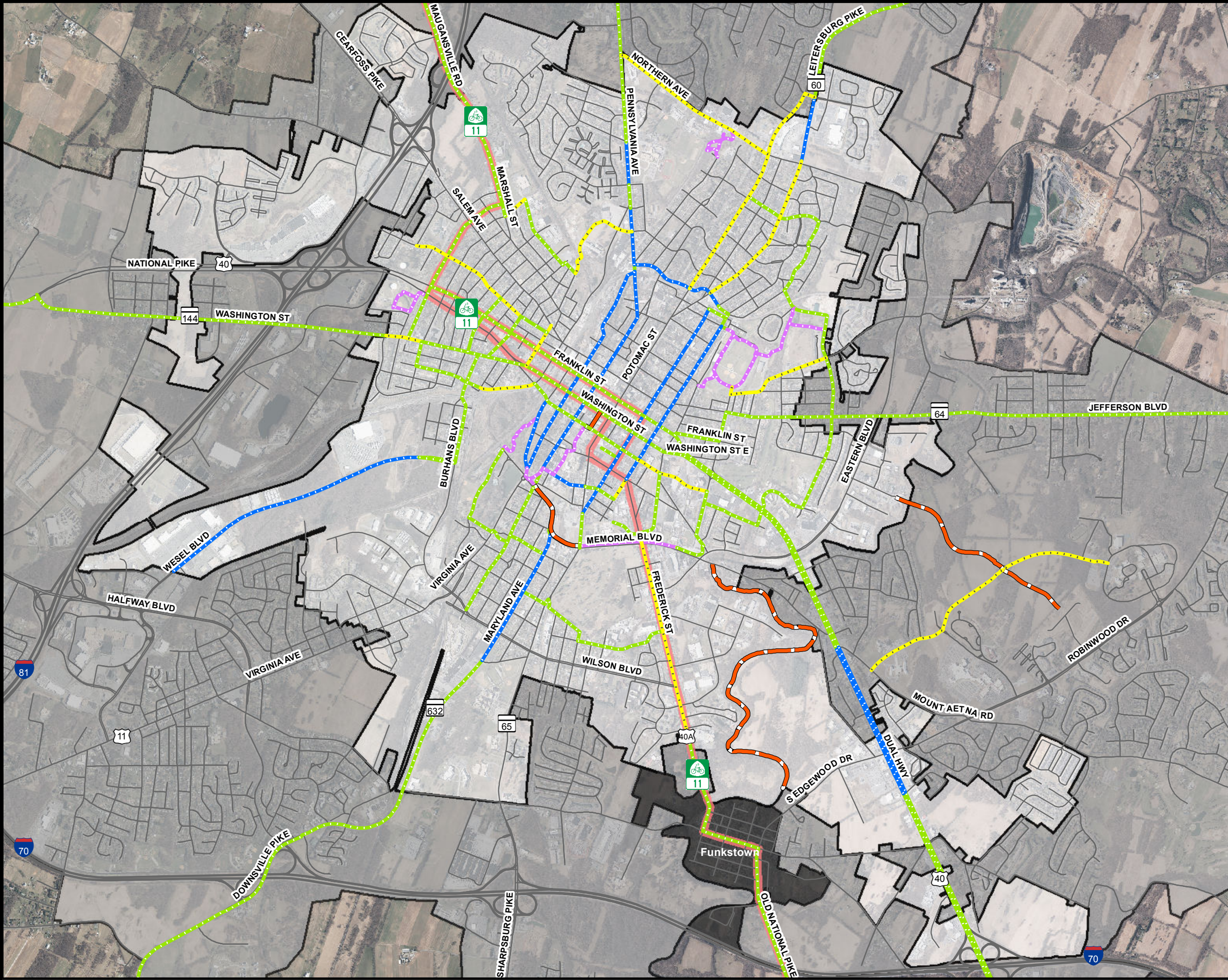
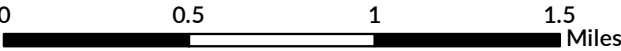
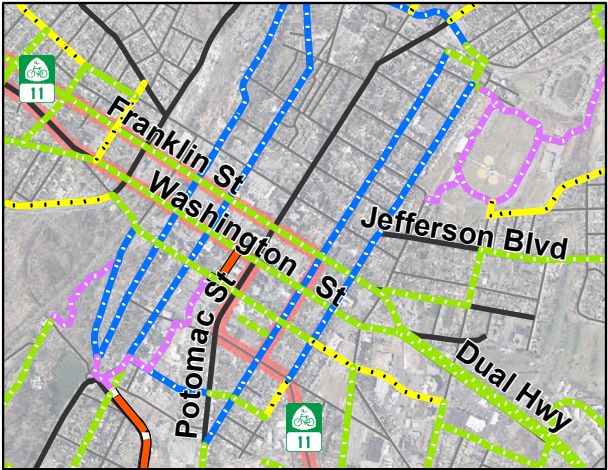


Map 5-2:  
Bicycle Infrastructure  
Existing and Planned

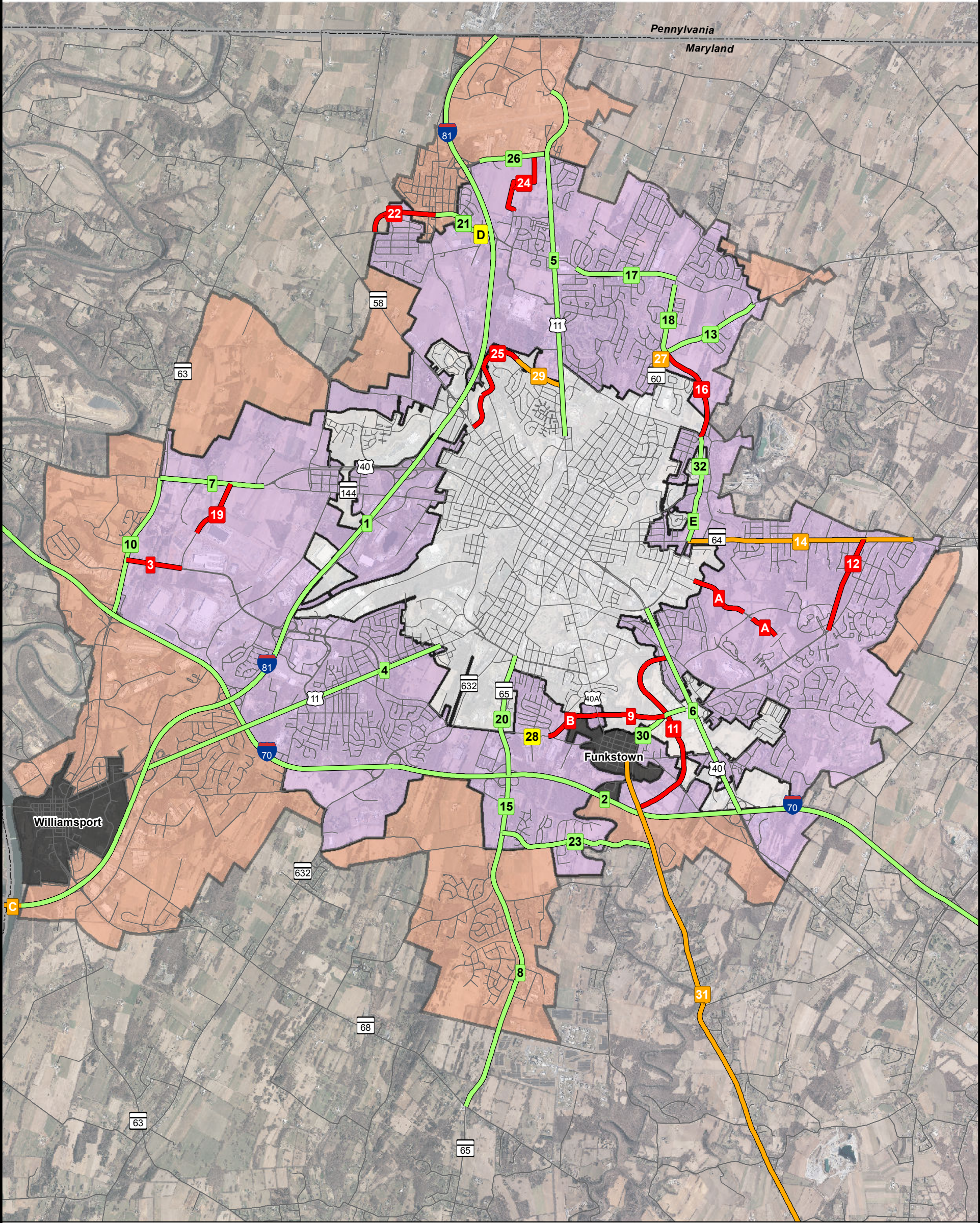


- Street
- Corporate Boundary
- Medium Range Growth Area
- Route Type**
  - Existing Shared-Use Path
  - Existing On-Street Bike Lane
  - Bicycle-Friendly Route
  - Proposed Shared-Use Path
  - Proposed Bike Lane
  - US Bicycle Route 11 Alignment

Downtown Thoroughfares








vision **Hagerstown 2035**  
Comprehensive Plan

**Map 5-3: LRTP Recommended Upgrades**

-  Road

 Corporate Boundary

 State Boundary

 Medium Range Growth Area

 Long-Range Growth Area
- Recommended Improvements**

 Construct new road

 Reconstruction

 Signalization/Traffic Control

 Widen



Improvement Project Letters and Numbers are referenced in Figure 5-1 and Figure 5-2, respectively

Map Projection: NAD83 State Plan Maryland FIPS (feet)

Data Sources:  
City of Hagerstown, 2017; State of MD Imagery, 2014  
Washington County, 2016, HEPMPO, 2014

Prepared By: Hagerstown Planning & Code Admin Dept, 01/27/17





## Map 7-2: Neighborhood Revitalization Programs



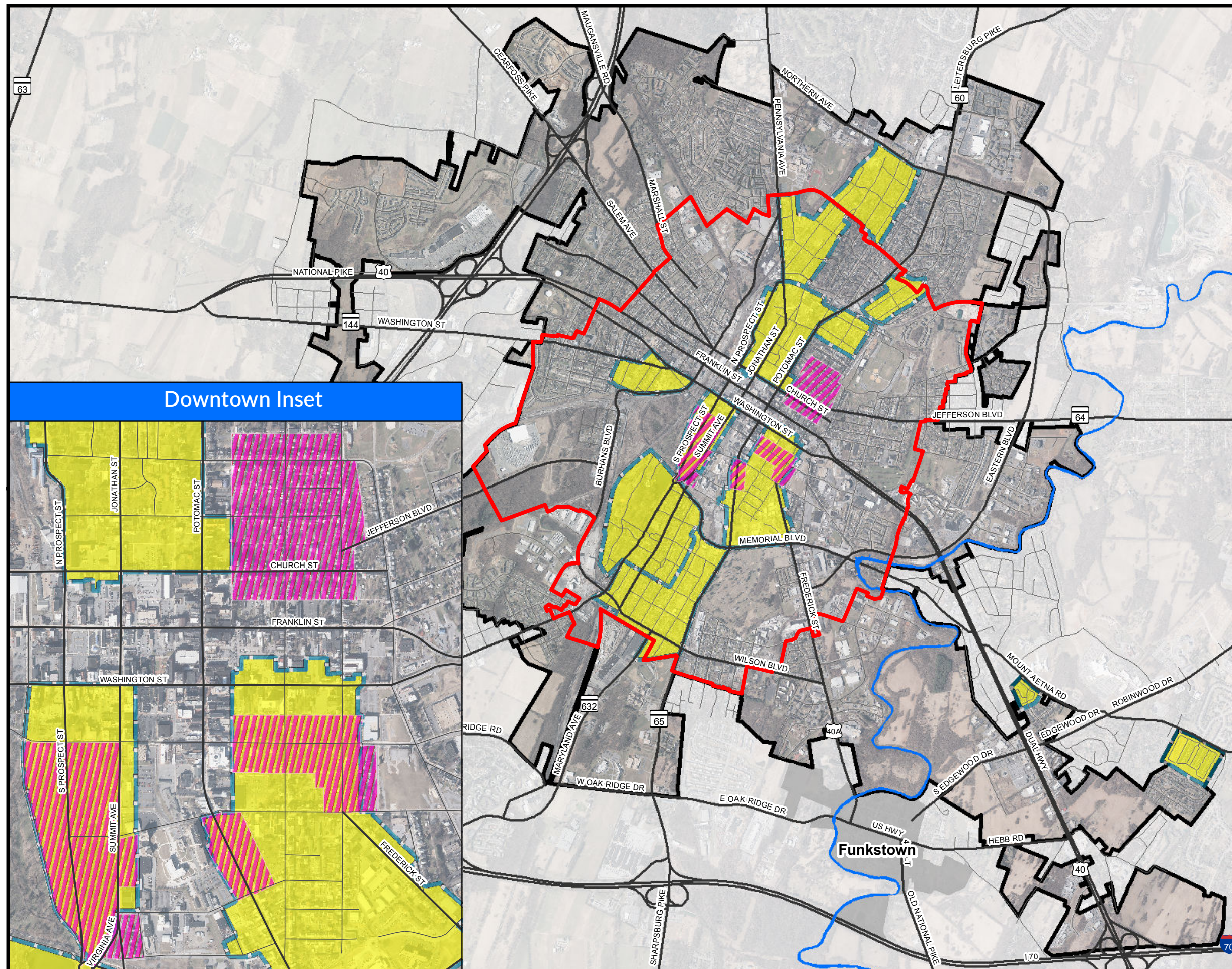
- Major Road
- Local Street
- Antietam Creek
- Corporate Boundary
- Targeted Area for Homeownership Strategies
- Neighborhoods 1st Group
- Sustainable Community Area

0 0.5 1  
Miles

Map Projection: NAD83 State Plan Maryland FIPS (feet)

Data Sources:  
City of Hagerstown, 2016; State of MD Imagery, 2014

Prepared By:  
Hagerstown Planning & Code Admin Dept, 01/27/17





## Map 7-3: Proposed Neighborhood Region Designations



- Local Street
- Major Road
- Corporate Boundary
- Antietam Creek
- Historic Subdivision

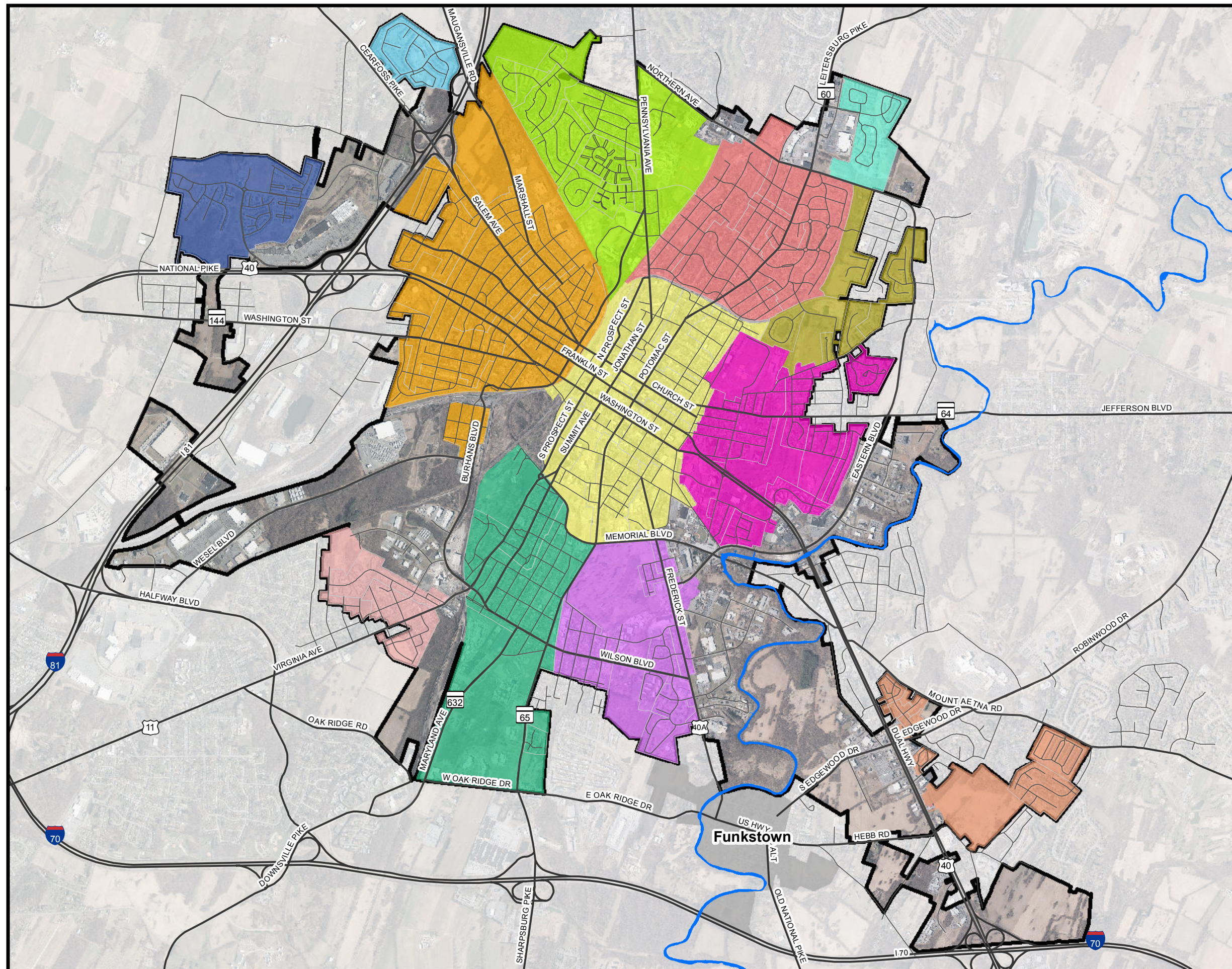
### Proposed Neighborhood Regions

- Central
- Collegiate Acres
- Cortland
- Dual Highway Area
- East End
- Hager's Crossing
- North End
- Northeast
- Northwest
- South End
- Southeast
- Southwest
- West End

0 0.5 1  
Miles

Map Projection: NAD83 State Plan Maryland FIPS (feet)  
Data Sources:  
City of Hagerstown, 2016; State of MD Imagery, 2014

Prepared By:  
Hagerstown Planning & Code Admin Dept, 01/30/17





# visionHagerstown 2035

## Comprehensive Plan

### Map 9-4: Future Park Needs



- Major Road
- Other Street
- Corporate Boundary

#### Parks

- Existing
- Potential Future Park Space
- Board of Education Property with Open Space

#### DNR Park Equity Analysis

- Low to Medium Low Need
- Medium to Medium High Need
- High Need
- 1/4 Mile Radius from Park Space within City\*

\*Includes Washington County Regional Park because of its proximity to city neighborhoods.

\*Includes public schools that have parks and open space

Municipal Stadium is not included in the 1/4 mile radius distance from city parks

Please also refer to Figure 9-2:  
Existing Park and Recreational Resources

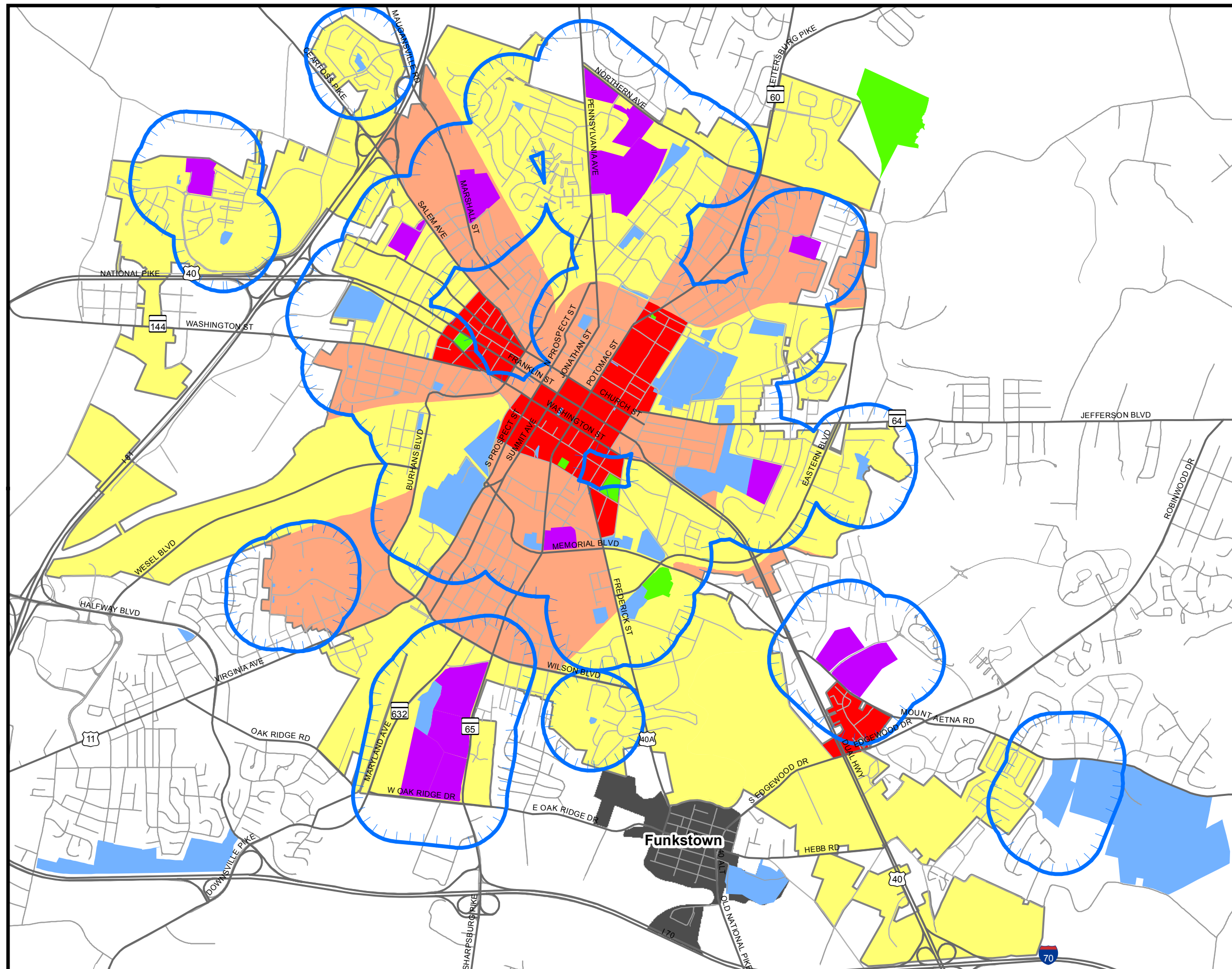
NOTE: DNR park equity data is by Census tracts that extend beyond the corporate boundary and may not always capture the full need for park space in areas on the city's periphery, such as Cortland

0 0.5 1 Miles

Map Projection: NAD83 State Plan Maryland FIPS (feet)

Data Sources:  
City of Hagerstown, 2016; MD Dept of Natural Res., 2015  
Washington County, 2016

Prepared By:  
Hagerstown Planning & Code Admin Dept, 01/30/17





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

---

**Topic:**

Payment in Lieu of Taxes (PILOT) Agreement for The Bethel Corporation - *Andrew Wilkinson, Divelbiss and Wilkinson Attorneys*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo\_-\_Bethel\_Corporation\_PILOT.pdf  
Sources\_\_\_Uses\_-\_PILOT.pdf

**Description**

Memo  
Sources & Uses Statement





# CITY OF HAGERSTOWN, MARYLAND

---

**Donna K. Spickler**

City Clerk

One East Franklin Street • Hagerstown, MD 21740

E-mail: [dspickler@hagerstownmd.org](mailto:dspickler@hagerstownmd.org)

Telephone: 301.766.4183 • TDD: 301.797.6617

TO: Mayor and City Council  
Valerie Means, City Administrator

FROM: Donna Spickler, City Clerk

SUBJECT: Payment in Lieu of Taxes (PILOT) Agreement for The Bethel Corporation

DATE: March 9, 2017

-----

The Bethel Corporation's legal team has requested the opportunity to discuss the existing Payment in Lieu of Taxes (PILOT) agreement with the Mayor and City Council. Andrew Wilkinson, Divelbiss and Wilkinson, who represents The Bethel Corporation, will be present at the March 14, 2017 Work Session to discuss the PILOT.

Please let me know if you have any questions.

Thank you.





## Sources and Uses Statement

### Source & Uses with 15% PILOT as proposed

Sources	Uses
Perm Debt - FHA 221d4	Construction or Rehabilitation Costs
Low Income Housing Tax Credit Proceeds	Fees Related to Construction or Rehabilitation
Seller Note (\$0.00 sale proceeds to seller)	Financing Fees and Charges
Assumed Hagerstown Debt	Acquisition Costs
Assumed MD Debt	Developer's Fee
Developer Equity (DDF)	Syndication Related Costs
Interim Income	Guarantees and Reserves
MD Rental Housing Works (Gap Financing)*	
Remaining Financing Gap	
<b>Total Sources</b>	<b>Total Uses</b>
15,729,501	15,729,501

### Source & Uses with 10% PILOT as existing

Sources	Uses
Perm Debt - FHA 221d4	Construction or Rehabilitation Costs
Low Income Housing Tax Credit Proceeds	Fees Related to Construction or Rehabilitation
Seller Note (\$0.00 sale proceeds to seller)	Financing Fees and Charges
Assumed Hagerstown Debt	Acquisition Costs
Assumed MD Debt	Developer's Fee
Developer Equity (DDF)	Syndication Related Costs
Interim Income	Guarantees and Reserves
MD Rental Housing Works (Gap Financing)*	
Remaining Financing Gap	
<b>Total Sources</b>	<b>Total Uses</b>
15,729,501	15,729,501

\*NOTE 1: MD CDA has committed to providing no more than \$1,000,000 in Rental Housing Works Funds to the project.

\*NOTE 2: The Seller (Bethel Corporation) will get zero proceeds from the sale of the property due to the seller note they are providing.

\*NOTE 3: The developer is deferring \$731k of its developer fee, which is the maximum it is allowed to per the LIHTC investor.

\*NOTE 4: The property paid \$23,744 in 2015 annual PILOT payments. After completion, the property is projected to pay \$24,592 per year in annual PILOT payments, which is projected to grow at a rate of 3% per year.

\*CONCLUSION: This transaction is infeasible without the PILOT as proposed by the property because FHA will not lend enough money to fund the project's completion.



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

---

**Topic:**

Transportation Priorities - Rodney Tissue, City Engineer

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

transportation\_priorities.2017.pdf

**Description**

Transportation Priorities





# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

March 21, 2017

TO: Valerie Means, City Administrator  
FROM: Rodney Tissue, City Engineer *RT*  
RE: Transportation Priorities

Each year the Maryland Secretary of Transportation and Department of Transportation (MDOT) seeks to obtain priorities from the local jurisdictions to facilitate their preparation of the Consolidated Transportation Plan (CTP). See the attached chart on the "process for CTP Development" The CPT will be presented by Secretary Pete Rahn and State Highway officials in October.

Staff will send to MDOT the priorities from the City elected officials. Staff offers the following items as our suggested priorities:

1. Highway User Revenues: Continue funding or increase. Attached is a chart of our share of funds in recent years. Historically we received close to \$2 million annually.
2. Eastern Boulevard Corridor Improvements – We support this Washington County led, multi-phase project that consists of a multi-modal transportation system connecting US Route 40, Maryland Route 64, and Maryland Route 60. Future phases include construction of new streets to disperse traffic and reducing traffic volumes on State routes. One such route is the construction of Professional Court extended which is under design.
3. I-81 Widening – Widening from the Potomac River bridge to approximately Route 11 is underway. We advocate for the widening to the Pennsylvania line over the next ten (10) years.
4. Dual Highway Pedestrian Improvements – Based on the recent plan developed by the MPO, we recommend implementation as outlined in the attached 3/7/16 letter to SHA.
5. Continue to fund Retrofit Sidewalk Installation, Bikeway Grants (to implement our 2016 Master Plan), Transportation Alternatives Program (for the Marsh Run Trail), and Safe Routes to School Program (for sidewalks and traffic signals) all of which the City has used in the past.

Washington County Engineering staff indicated they have not finalized their list but it will be substantially similar to the attached "Transportation Priority 2016" packet they gave to Secretary Rahn earlier this year.

Staff will be present at the workshop to discuss these and any other ideas that the Mayor & City Council may have.

Attachments: \* Process for CTP Development  
\* HUR History  
\* 3/7/16 Letter to SHA  
\* County Priority 2016 Packet

RAT:jj

c: Jim Bender  
Matt Mullenax  
Rob Slocum  
Michelle Hepburn

**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

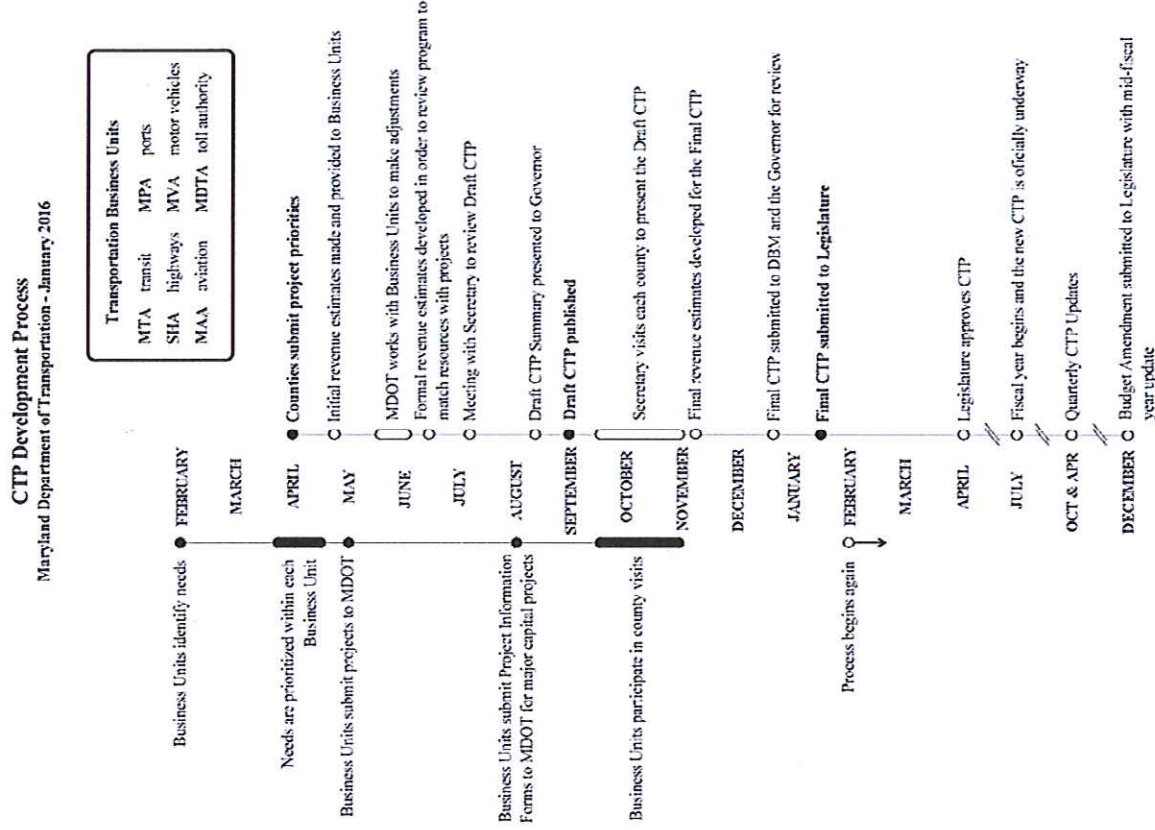


# Process for CTP Development

The CTP takes nearly a full year to create through the collaboration and work of MDOT staff with state, regional and local elected officials. Each year, local jurisdictions are encouraged to submit priority project(s) to the State by April. It is important for MDOT to hear from local jurisdictions to facilitate collaboration on state and local needs. MDOT uses the following criteria to identify projects and programs that respond to the State's transportation priorities.

These criteria include:

- Meets all federal and other legal mandates (e.g. Total Maximum Daily Load (TMDL) compliance, Positive Train Control (PTC), Federal Aviation Administration (FAA) regulations to maintain airport permits);
- Supports the Department's program priorities and MTP goals (safety, system preservation, economic development, etc.);
- Meets all federal match requirements to maximize federal revenue sources;
- Supports state plans and objectives;
- Supports existing project commitments and upholds intergovernmental agreements;
- Is the single top priority within a local priority letter;
- Is consistent with local plans; and
- Is included in the regional Metropolitan Planning Organization (MPO) long-range plan (if the project is located within an MPO boundary).





**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%
<b>Estimated FY17 based on 9/15/16 memo</b>							
FY17 Projected Annual allotment - includes one-time	1,210,254.03	-1%	-36%	873,766.19	336,487.84	-1%	-82%
<b>Estimated FY18 budget based on 9/15/16 memo</b>							
FY18 Budget Annual allotment - includes one-time	340,997.68	-72%	-82%	TBD/Unknown	340,997.68	1%	-82%





# CITY OF HAGERSTOWN, MARYLAND

The Honorable David S. Gysberts

Mayor

One East Franklin Street • Hagerstown, MD 21740

E-mail: [mayor@hagerstownmd.org](mailto:mayor@hagerstownmd.org)

Telephone: 301.766.4161 • TDD: 301.797.6617

March 7, 2016

Maryland State Highway Administration  
Attn Jeff Folden, Assistant Division Chief  
Innovative Contracting Division  
707 North Calvert Street MS C-102  
Baltimore, MD 21202

RE: US Route 40 (Dual Highway): Cannon Avenue to Redwood Circle  
Implementation of MPO Pedestrian Safety Study

Dear Mr. Folden:

The City of Hagerstown is requesting the State of Maryland consider funding and construction of sidewalk and related improvements along Route 40 (Dual Highway). These improvements are outlined in the attached 2015 study and include:

- ADA improvements
- Sidewalk installation
- Crosswalk and signal improvements
- Median fencing
- Lighting improvements
- Signage improvements

This request was included in our July 28, 2015 "Transportation Priorities" letter to Secretary Rahn and will also be included in our 2016 letter requesting it to be in the Consolidated Transportation Plan.

If you have any questions, please feel free to contact Rodney Tissue, City Engineer at 301-739-8577 extension 128.

Sincerely,

CITY OF HAGERSTOWN

David S. Gysberts  
Mayor

Attachments: As noted

c: Tony Crawford (w/o attachments)  
Barry Ritchie (w/o attachments)  
Linda Zerbee (w/o attachments)  
Rodney Tissue (w/o attachments)  
Valerie Means (w/o attachments)  
Matt Mullenax, HEPMPPO (w/o attachments)





DIVISION OF  
**ENGINEERING & CONSTRUCTION MANAGEMENT**  
PLAN REVIEW | PERMITTING | ENGINEERING | CONSTRUCTION

May 12, 2016

The Honorable Secretary Pete K. Rahn  
State of Maryland Department of Transportation  
7201 Corporate Center Drive  
Hanover, Maryland 21076

**RE: 2016 MDOT Tour Meeting  
Board of County Commissioner Priorities**

Dear Secretary Rahn:

The Washington County Board of County Commissioners, County Administrator, and staff look forward to your 2016 visit. Please consider these MDOT Transportation Priorities in the forthcoming CTP.

**Interstate 81 Widening:** The third lane of Interstate 81 has long been approved, yet falls short on funding. Over 62,000 vehicles per day and 30% truck traffic have caused over three days of Interstate 81 closure in the last three years. A plan to improve Interstate 81 beyond Exit 1 is the County's top request, for both safety and commerce. A cost effective widening will pay dividends to MDOT customers and Maryland employers. Please consider programming in the CTP and application for available federal funding, to include the FASTLANE Grant. The Volvo Group would like to host a meeting with MDOT to convey the significance of this corridor.

**Interstate 70 and Maryland 65 Interchange Improvements:** Over 80,000 vehicles cross this interchange daily. Traffic will grow substantially upon construction of a major retail anchor. Washington County has entered an Access Management Plan with the SHA and the City of Hagerstown for Sharpsburg Pike (MD65). A full cloverleaf interchange or other innovative improvement is required to serve approved and anticipated development. The most recent example of a similar capacity improvement is Halfway Boulevard over Interstate 81. That project continues to pay dividends 20 years later by serving citizens, business, and visitors.

**Sidewalks:** The County would like to thank MDOT and SHA for the opportunity to participate in the Safe Routes to Schools Program. Our SHA district has been particularly supportive of these and other sidewalk initiatives. The County supports SHA pedestrian safety improvements on Dual Highway (US40). Please consider sidewalks with planned improvements to MD65.

**Aviation Program:** The existing 50 foot air traffic control tower at Hagerstown Regional Airport has been in operation since 1972. MDOT's support for a potential private-public partnership to fund a new

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**WWW.WASHCO-MD.NET**



tower is essential. The County will also benefit from MDOT support for property acquisition to expand the airport footprint and expand economic opportunities. The County seeks continued funding assistance for airport marketing in accordance with the Hagerstown Regional Airport Marketing Plan.

**Transit Program:** The public demand for transit service and route expansion continues. Additional operational funds would serve to expand transit in accordance with the Transit Development Plan. Service to Boonsboro and other towns in the County are a priority. Additional operational funding would support staffing the transit center station in downtown Hagerstown.

**Railroad Crossings:** As the home of the "Hub City", the County maintains 37 rail crossings outside the City of Hagerstown alone. All County crossings have been brought to current standards. The County has worked closely with the SHA Railroad Crossing Manager on safety improvements. We look forward to success on additional safety improvements and select at grade crossings.

Enclosed is additional information regarding the top priorities. Washington County is excited to begin upon new opportunities for improvement with MDOT. The County would also like to thank you and your staff for the support of improvements already underway.

Sincerely,



Robert Slocum, PE  
Director, Engineering & Construction Management

Enclosures

c: Board of County Commissioners  
Greg Murray, County Administrator  
Washington County Delegation Members  
Senator Cardin  
Senator Mikulski  
Representative Delaney  
Tony Crawford, SHA District Engineer  
Rodney Tissue, City Engineer  
Matt Mullenax, HEPMPO Exec. Director

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

---

**Topic:**

Mercersburg Academy Student Presentation Regarding Baseball Stadium - John Leiner, Student

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

mercersburg\_academy\_student\_presentation.2017.pdf

**Description**

Mercersburg Academy  
Student Presentation  
Regarding Baseball Stadium





# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

March 21, 2017

TO: Valerie Means, City Administrator  
FROM: Rodney Tissue, City Engineer *RT*  
RE: Mercersburg Academy Student Presentation Regarding Baseball Stadium

---

John Leiner, from Charlottesville VA, is a postgraduate student attending Mercersburg Academy and is taking a class called "The Business of Sport". As part of his project, he has discussed the issue with our Convention & Visitors Bureau and he would like to present to the Mayor and Council at the March 21<sup>st</sup> work session. His goal is to "suggest the idea that a new stadium needs to be back on the table" and he will offer some case studies and research why he feels this project may benefit Hagerstown.

Attached is the information he provided.

Attachments

c: Mark Haddock

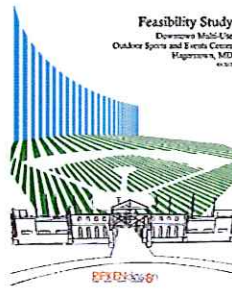
## Revisiting a Refurbishment of Municipal Stadium

### Overview

- No meaningful discussions regarding a Municipal Stadium refurbishment project have taken place between the City of Hagerstown, the State of Maryland, and Suns ownership since 2012, the year the Ripken Design feasibility study was carried out.
  - This study explored how a Downtown Multi-Use Outdoor Sports and Events Center could offer the community “the opportunity to retain a long standing business that contributes to the local economy, and an entertainment venue to serve both local residents and visitors,” (Ripken Report)
- A Downtown ballpark remains a tenuous issue. Significant progress has not led to significant results.
- Whereas a Downtown plan has been discussed ad nauseam, a Municipal Stadium refurbishment has been little discussed.
  - A refurbishment deserves similar attention. The Suns remain a very unique asset for the city, as only a handful of cities in America are home to Minor League Baseball. Such a project, while significantly less expensive than a Downtown Ballpark would also:
    - Spur urban renewal and revitalization of the area around Municipal Stadium
    - Enhance private sector development
    - Enhance the family-oriented atmosphere at the current ballpark



- Keep the Suns on par with other franchises in the South Atlantic League



### Conclusions of 2012 Ripken Report

- New Revenues Generated by Project will Pay for Costs
  - Local debt service payment can be funded by revenues generated from the project over the first ten years of operation
  - The Least Projected Model shows cash flow of nearly \$900,000 after ten years
  - The Projected Model shows a cash flow surplus beginning in Year 4 and a net cash flow of approximately \$7.9 million after ten years
  - The Highest Projected Model shows a cash flow surplus beginning in Year 3 and a net cash flow of approximately \$16.9 million after 10 years
- Limited amenities and poor conditions at Municipal Stadium have led to the Suns' below average attendance
  - Buying power in Hagerstown's local market indicated sufficient disposable income to support the projected attendance
- The Project will result in a positive economic impact for the community
  - Total, indirect, and induced economic impact of approximately \$44.5 million over ten years
- Taking no action creates a harmful threat to the local economy if the Suns leave

- A loss of \$539, 478.33 in Direct Local Spending
- A loss of \$140, 024.10 of Tax Revenue
- A loss of approximately 150 Full-Time and Seasonal Jobs

**\*Dollar figures in 2011 dollars**

- Project Consistent with Existing Development Plans
  - Consistent with the 2008 Hagerstown Comprehensive Plan and is specifically addressed in the 2012 Hagerstown Comprehensive Plan which had been approved by the State of Maryland
- The report made a number of assumptions
  - The cost of the multi-use Downtown Ballpark and adjacent Parking Deck would total \$30 million
  - The project would be financed by a 20 year bond with an interest rate of 3.2%
  - Debt service covered using the 1/3rds system
  - Natural growth of property values of 2% with 13% attributable growth in the Least Projected Model, 18% in the Projected Model, and 23% in the Highest Projected Model

### **Conclusions of 2011, 2012 Municipal Stadium Refurbishment Studies**

- Based on \$10 million refurbishment project
  - Direct Spending: \$3M
  - Total Output: \$4.1M
  - Personal Earnings: \$1.5 M



- Same non-quantifiable benefits (increased property valuations, enhanced private sector development, etc.) as explained in 2012 Ripken Report
- Costs for Hagerstown Suns' Municipal Stadium Extreme Makeover
  - Total project cost: \$10.6M
    - Refurbished Bowl: \$4.9M
    - Turf: \$1.0M
    - Wall: \$.5M
    - Pavilion/Berm behind right field fence: \$2.1M
    - Administrative offices: \$1.1M
    - Waterway: \$.5M
    - Springworks: \$.5M
- Municipal Stadium is the oldest minor league ballpark in the US and suffers from numerous deficiencies that impact the fan experience. Among the numerous aspects of the stadium that are below minimum operating levels:
  - Bathrooms
  - Concessions
  - Bleachers and reserved seating comfort
  - Left field "hill"
  - Lack of amenities for fans which produce revenue such as an enclosed pavilion
  - Lack of parking
  - Lack of ADA compliance
- The cost of repairs is rapidly rising

A number of investments by the City of Hagerstown to maintain the status quo have taken place since 2011.

- Most recently, as part of the current lease agreement ending in 2018, Municipal Stadium has received \$38,285 in improvements for the 2017 season. These include new padding in the outfield walls, carpet in the clubhouse, and improved grandstand lighting. However, these improvements do nothing to improve fan experience. It is reasonable to expect the Suns to once again finish last in attendance in 2017.

A number of recent/future stadium projects by other South Atlantic League franchises can serve as models for the City of Hagerstown as it determines how best to improve Municipal Stadium:

Flour Field; Greenville Drive, Greenville, SC



*Photo courtesy of the Swamp Rabbit Inn in Greenville, SC*

- Citing *The State*, a 2011 report on Flour Field included the following information:
  - 48 new businesses opened within a quarter-mile radius from the ballpark's opening in April 2006 through Opening Day 2010



- 67 building permits were issued for commercial and residential projects having a total value of more than \$11.7 million
- Within a half-mile radius, 110 new businesses opened between April 2006 and opening day 2010, generating more than \$41.9 million in annual sales
- 242 building permits were issued for commercial and residential projects with a value of more than \$49.6 million
- “It’s had a very dramatic impact on an area of the city.”
- Flour Field “has already arguably improved the quality of life in the area”
- According to BallparkDigest.com, Flour Field has undergone a number of improvements prior to Opening Day 2017. These include:
  - Main Street and Field Street Plazas
  - 100 new seats atop “The Green Monster”
  - Club Level
    - 3,700 square feet of fully air-conditioned Club Level space
  - Ticket Plan Holder lounge
    - Multiple entry points including one from concourse
    - 2,500 square feet space, providing seating to all Drive Ticket Plan Holders with access, as well as an upgrade opportunity with food and beverage options included for select games
  - Rooftop Experience
    - Seating area atop adjacent Fieldhouse building, accommodating 75 people and providing picturesque views of the ballpark and downtown Greenville
    - Includes awning, bathroom, food and beverage stations

- 500 Club Enhancement
  - Unique club area along 1<sup>st</sup> base line; received roof extension and improved lighting on outside patio ahead of 2017 Opening Day

New Kannapolis Intimidators Stadium (ETA TBD, possibly 2019/20); Kannapolis, NC



*Photo courtesy of BallparkDigest.com*

- Kannapolis City Council approved design of a new downtown ballpark in February
- Final decision on \$37 million in funding is set for later this spring
- City of Kannapolis sent more than \$7.5 million to buy land and buildings in the area, as well as another \$1.2 million in additional space
- The new ballpark will seat 5,800 fans (3,800 fixed seats, 2,000 berm capacity), with a team store, 360-degree concourse, outfield bar, and eight suites
- Budget to be finalized
- According to BaseballAmerica.com, the city expects the complete revitalization project will bring \$370 million of investment into the area



## Project Jackson; Augusta GreenJackets, North Augusta, SC



*Photo courtesy of BallparkDigest.com*

- Total project cost: \$200 million (BallparkDigest.com)
  - Approved in early February
- Total stadium cost: \$40 million (BallparkDigest.com)
- According to Channel 6 News:
  - City will spend \$72 million on the project
  - Includes stadium cost, two parking decks, \$8 million conference center, infrastructure and improvements to the Riverfront Park
  - The developer, Greenstone Properties, plans to invest more than \$152 million. This includes:
    - 180-room Crowne Plaza Hotel, 280 apartments, 27 residential flats, 12 homes, a 72,000 square foot office building, dozens of shops and restaurants, 32 more apartments located above the stadium, and a \$30 million senior living facility
- City leaders hope the stadium will be finished by Opening Day 2018

Joseph P. Riley Jr. Park, “The Joe”; Charleston RiverDogs, Charleston, SC



*Photo, information courtesy of BallparkDigest.com*

- New Riley Park Club on the first base side of the stadium; extends from the edge of the press box to the end of the grandstand bleachers
- Features lounge seating
- Drink rail overlooking the field of play
- 118 padded, stadium-style seats on the exterior
- Breathtaking views of the Ashley River wetlands
- Says RiverDogs President and General Manager Dave Echols, “The Riley Park Club will provide our fans with a next level game day experience, providing top of the line food and beverage service along with one-of-a-kind views... This addition will give our fans an entirely new experience at “The Joe” while also providing hundreds of opportunities for special events both in and out of season.”
- “ “The Joe” is a jewel of a ballpark, and it is a credit to both the City of Charleston and our staff that it continues to be one of the premier destinations for entertainment in the Lowcountry...[The Riley Park Club is] a first class event and club space,” says Jeff Goldklang, President of the Goldklang Group.



**Suns ownership and the City of Hagerstown have a strained relationship. It is responsible for the lack of progress towards a stadium refurbishment.**

- It is very difficult to assess private funding of a refurbishment until new ownership assumes control of the franchise

**However, before then, it is important that the Council urge Washington County Delegates to negotiate with State legislators in Annapolis for refurbishment funding.**

- Even if it is assumed that procuring State funding will not be an issue,
  - Progress towards any type of funding will show a potential owner that the City of Hagerstown and Washington County are committed to improving Municipal Stadium and keeping the Suns in Hagerstown
  - Choosing to start negotiations after new ownership assumes control will expose the new owner to the negative discourse and bickering that take place between the involved parties.
  - Show new ownership that the City is committed! Otherwise, Minor League Baseball will perhaps leave Hagerstown, forever, after 2018.

**A refurbishment similar to that explored in the 2011/2012 studies, though not as extreme as a Downtown Multi-Use Center, will presumably:**

- Enhance fan experience
- Improve attendance
- Show citizens of the Tri-County area that Washington County officials and the City of Hagerstown are committed to keeping the Suns in Hagerstown.

Additional ticket plans, a totally refurbished concession stand, outfield seating, and fan suites will enhance the fan experience and encourage new fans to come to Municipal Stadium.

**A Young Person's Perspective:**

- Where do I go to have fun?



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

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**Topic:**

Acceptance of a Donation of Public Art from Chevy Chase Land Company and Approval of Funding Plan

*(Tabled 02/28/2017 - A motion to remove from table must be made to discuss this item)*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Public\_Art.pdf

**Description**

Motion

## REQUIRED MOTION

### MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

**DATE:** March 14, 2017

**TOPIC:** Acceptance of a Donation of Public Art from Chevy Chase Land Company and  
Approval of Funding Plan

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

**MOTION:** I move to take from the table the motion relating to the approval to accept the donation of public art entitled "*Pod*" and \$6,000 from Chevy Chase Land Company. The Richard Deutsh sculpture will be placed adjacent to the lower lake at the City Park end of the Hagerstown Cultural Trail. This motion further authorizes staff to pay the artist honorarium and to contract for the full amount of the shipping and installation of the sculpture per the estimated relocation costs. This motion also directs staff to then fundraise for donations to minimize the cost of the installation of the sculpture.

DATE OF PASSAGE: 3/14/2017

Attachment: 3/14/17 Memo



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

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**Topic:**

Introduction of an Ordinance: Authorizing the Purchase of Property Located at 11850 Indian Lane, Hagerstown, Maryland

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Ordinance\_-\_Acquisition\_of\_Property\_at\_11850\_Indian\_Lane.pdf

**Description**

Motion, Ordinance and Contract

## **REQUIRED MOTION**

### **MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND**

**Date:** March 21, 2017

**TOPIC:** Introduction of an Ordinance: Authorizing the Purchase of Property  
Located at 11850 Indian Lane, Hagerstown, Maryland

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

#### **MOTION:**

I hereby move to introduce an ordinance authorizing the purchase of property located at 11850 Indian Lane, Hagerstown, Maryland. The acquisition of 11850 is consistent with the Mayor and City Council's goals for long-term investments to benefit the citizens of Hagerstown.

The purchase price of \$ 465,000.00 would be funded from the General Fund reserves.

DATE OF INTRODUCTION: March 21, 2017

DATE OF PASSAGE: March 28, 2017

EFFECTIVE DATE: April 28, 2017





**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO APPROVE THE  
PURCHASE OF A PROPERTY KNOWN AS  
11850 INDIAN LANE, HAGERSTOWN, MARYLAND**

**RECITALS**

WHEREAS, Marcia D. Watters and James C. Smith, II, own real property located at 11850 Indian Lane, Hagerstown, Maryland (hereinafter the "Property"); and

WHEREAS, the Property currently consists of a residence, a cellular phone tower which produces rental income, and contains approximately 11.9 acres; and

WHEREAS, the Mayor and Council believe that the acquisition of the Property would benefit the citizens; and

WHEREAS the Mayor and Council believe it to be in the best interest of the citizens of the City of Hagerstown to purchase the Property;

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

1. That the foregoing Recitals be and are hereby incorporated herein as if set forth verbatim.
2. That the purchase of 11850 Indian Lane, Hagerstown, Maryland be and is hereby approved.
3. That the Mayor be and is hereby authorized to execute and deliver the contract of sale for 11850 Indian Lane, a copy of which is attached hereto and incorporated herein by reference.
4. That City Staff be and are hereby authorized to execute and deliver any additional documentation and take any additional steps necessary to effectuate the purpose of this ordinance and satisfy the terms of the aforesaid contract of sale.

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

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler,  
City Clerk

\_\_\_\_\_  
Robert E. Bruchey, II, Mayor

Date of Introduction: March 21, 2017  
Date of Passage: March 28, 2017  
Effective Date: April 28, 2017

PREPARED BY:  
SALVATORE & MORTON, LLC  
CITY ATTORNEYS







## RESIDENTIAL CONTRACT OF SALE

**This is a Legally Binding Contract; If Not Understood, Seek Competent Legal Advice.**

THIS FORM IS DESIGNED AND INTENDED FOR THE SALE AND PURCHASE OF IMPROVED SINGLE FAMILY RESIDENTIAL REAL ESTATE LOCATED IN MARYLAND ONLY.

**TIME IS OF THE ESSENCE.** Time is of the essence of this Contract. The failure of Seller or Buyer to perform any act as provided in this Contract by a prescribed date or within a prescribed time period shall be a default under this Contract and the non-defaulting party, upon written notice to the defaulting party, may declare this Contract null and void and of no further legal force and effect. In such event, all Deposit(s) shall be disbursed in accordance with Paragraph 20 of this Contract.

1. DATE OF OFFER: 3/15/17

2. SELLER: Marcia D Watters, James C Smith II

3. BUYER: City of Hagerstown, a municipal corporation

4. PROPERTY: Seller does sell to Buyer and Buyer does purchase from Seller, all of the following described Property (hereinafter "Property") known as 11850 Indian Ln located in Hagerstown Washington City/County, Maryland, Zip Code 21742-4206, together with the improvements thereon, and all rights and appurtenances thereto belonging.

5. ESTATE: The Property is being conveyed: ☒ in fee simple or ☐ subject to an annual ground rent, now existing, in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) payable semi-annually, as now or to be recorded among the Land Records of \_\_\_\_\_ City/County, Maryland.

6. PURCHASE PRICE: The purchase price is four hundred sixty-five thousand dollars and 00/100 cents Dollars (\$ 465,000.00).

7. PAYMENT TERMS: The payment of the purchase price shall be made by Buyer as follows:

(a) An initial Deposit by way of check drawn on in the amount of ten thousand dollars and 00/100 cents trust account of Buyer's attorney Dollars (\$ 10,000.00) at the time of this offer.

(b) An additional Deposit by way of \_\_\_\_\_ in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid \_\_\_\_\_

(c) All Deposits will be held in escrow by: RE/MAX Achievers

(If not a Maryland licensed real estate broker, the parties may execute a separate escrow deposit agreement.)

(d) The purchase price less any and all Deposits shall be paid in full by Buyer in cash, wired funds, bank check, certified check or other payment acceptable to the settlement officer at settlement.

(e) Buyer and Seller instruct broker named in paragraph (c) above to place the Deposits in: (Check One)

☒ A non-interest bearing account;

OR ☐ An interest bearing account, the interest on which, in absence of default by Buyer, shall accrue to the benefit of Buyer. Broker may charge a fee for establishing an interest bearing account.

8. SETTLEMENT: Date of Settlement 6/13/17 or sooner if agreed to in writing by the parties.

9. FINANCING: Buyer's obligation to purchase the Property is contingent upon Buyer obtaining a written commitment for a loan secured by the Property as follows:

☐ Conventional Financing Addendum ☐ USDA Financing Addendum ☐ Owner Financing Addendum  
☐ FHA Financing Addendum ☐ Assumption Addendum ☒ No Financing Contingency  
☐ VA Financing Addendum ☐ Gift of Funds Contingency Addendum ☐ OTHER: \_\_\_\_\_

10. FINANCING APPLICATION AND COMMITMENT: Buyer agrees to make a written application for the financing as herein described within \_\_\_\_\_ ( \_\_\_\_\_ ) days from the Date of Contract Acceptance.



RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740  
Sherry Seate

Buyer RE/MAX

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Phone: 301-571-8302

Fax: (301)739-0853

Seller now



Produced with zipForm® by zipLogix 18070 Fillion Mto Road, Fraser, Michigan 48026 [www.zipLogix.com](http://www.zipLogix.com)



If a written financing commitment is not obtained by Buyer within \_\_\_\_\_ days from the Date of Contract Acceptance: (1) Seller, at Seller's election and upon written notice to Buyer, may declare this Contract null and void and of no further legal effect; or (2) Buyer, upon written notice to Seller, which shall include written evidence from the lender of Buyer's inability to obtain financing as provided in Paragraph 9 of this Contract, may declare this Contract null and void and of no further legal effect. In either case, the deposit shall be disbursed in accordance with the Deposit paragraph of this Contract. If Buyer has complied with all of Buyer's obligations under this Contract, including those with respect to applying for financing and seeking to obtain financing, then the Release of Deposit agreement shall provide that the deposit shall be returned to Buyer.

**11. ALTERNATE FINANCING:** Provided Buyer timely and diligently pursues the financing described in Paragraph 9 "Financing"; Paragraph 10 "Financing Application and Commitment"; and the provisions of Paragraph 28 "Buyer Responsibility", Buyer, at Buyer's election, may also apply for alternate financing. If Buyer, at Buyer's sole option, obtains a written commitment for financing in which the loan amount, term of note, amortization period, interest rate, down payment or loan program differ from the financing as described in Paragraph 9, or any addendum to this Contract, the provision of Paragraph 10 or any addendum to this Contract shall be deemed to have been fully satisfied. Such alternate financing may not increase costs to Seller or exceed the time allowed to secure the financing commitment as provided in Paragraph 10, or any addendum to this Contract.

**12. HOME AND/OR ENVIRONMENTAL INSPECTION:** Buyer acknowledges, subject to Seller acceptance, that Buyer is afforded the opportunity, at Buyer's sole cost and expense, to condition Buyer's purchase of the Property upon a Home Inspection and/or Environmental Inspection in order to ascertain the physical condition of the Property or the existence of environmental hazards. If Buyer desires a Home Inspection and/or Environmental Inspection contingency, such contingency must be included in an addendum to this Contract. Buyer and Seller acknowledge that Brokers, agents or subagents are not responsible for the existence or discovery of property defects.

Inspection(s) Addenda Attached \_\_\_\_\_ Inspection(s) Declined RECEIVED  
 Buyer Buyer Buyer Buyer

**13. INCLUSIONS/EXCLUSIONS:** Included in the purchase price are all permanently attached fixtures, including all smoke detectors. Certain other now existing items which may be considered personal property, whether installed or stored upon the property, are included if box below is checked.

<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>	<b>INCLUDED</b>
<input type="checkbox"/> Alarm System	<input type="checkbox"/> Exhaust Fan(s) # _____	<input type="checkbox"/> Pool, Equipment & Cover	<input type="checkbox"/> Trash Compactor
<input type="checkbox"/> Built-in Microwave	<input type="checkbox"/> Exst. W/W Carpet	<input type="checkbox"/> Refrigerator(s) # _____	<input type="checkbox"/> Wall Oven(s) # _____
<input type="checkbox"/> Ceiling Fan(s) # _____	<input type="checkbox"/> Fireplace Screen Doors	<input type="checkbox"/> w/c maker	<input type="checkbox"/> Water Filter
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Freezer	<input type="checkbox"/> Satellite Dish	<input type="checkbox"/> Water Softener
<input type="checkbox"/> Clothes Dryer	<input type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Screens	<input type="checkbox"/> Window A/C Unit(s) # _____
<input type="checkbox"/> Clothes Washer	<input type="checkbox"/> Garage Opener(s) # _____	<input type="checkbox"/> Shades/Blinds	<input type="checkbox"/> Window Fan(s) # _____
<input type="checkbox"/> Cooktop	<input type="checkbox"/> w/remote(s) # _____	<input type="checkbox"/> Storage Shed(s) # _____	<input type="checkbox"/> Wood Stove
<input type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storm Doors	
<input type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Hot Tub, Equipment & Cover	<input type="checkbox"/> Storm Windows	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Intercom	<input type="checkbox"/> Stove or Range	
<input type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> T.V. Antenna	

ADDITIONAL INCLUSIONS (SPECIFY) See Checklist of Items to Convey, attached hereto, and

ADDITIONAL EXCLUSIONS (SPECIFY) Inclusions/Exclusions and Utilities Addendum, attached hereto

**14. AGRICULTURALLY ASSESSED PROPERTY:** The Property, or any portion thereof, may be subject to an Agricultural Land Transfer Tax as imposed by Section 13-301 et seq. of the Tax-Property Article, Annotated Code of Maryland, by reason of the Property's having been assessed on the basis of agricultural use. Agricultural taxes assessed as a result of this transfer shall be paid by Buyer

**15. FOREST CONSERVATION AND MANAGEMENT PROGRAM:** Buyer is hereby notified that this transfer may be subject to the Forest Conservation and Management Program imposed by Section 8-211 of the Tax-Property Article, Annotated Code of Maryland. Forest Conservation and Management program taxes assessed as a result of this transfer shall be paid by Buyer

#### 16. LEAD-BASED PAINT:

**A. FEDERAL LEAD-BASED PAINT LAW:** Title X, Section 1018, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "Act"), requires the disclosure by Seller of information regarding lead-based paint and lead-based paint hazards in connection with the sale of any residential real property on which a residential dwelling was constructed prior to 1978. Unless otherwise exempt by the Act, the disclosure shall be made on the required federal Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form. Seller and any agent involved in the transaction are required to retain a copy of the completed Lead-Based Paint Disclosure form for a period of three (3) years following the date of settlement. A Seller who fails to give the required Lead-Based Paint Disclosure form and EPA pamphlet may be liable under the Act for three times the amount of damages and may be subject to both civil and criminal penalties.

Buyer RECEIVED

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Seller W. J. J. J.  
 Walters

Buyer acknowledges by Buyer's initials below that Buyer has read and understands the provisions of Paragraph 16.A.

16.21 (BUYER)

**B. RENOVATION, REPAIR AND PAINTING OF PROPERTY:** In accordance with the Lead Renovation, Repair and Painting Rule ("RRP") as adopted by the Environmental Protection Agency ("the EPA"), effective April 22, 2010, if the improvements on the Property were built before 1978, contractor(s) engaged by Seller to renovate, repair or paint the Property must be certified by the EPA where such work will disturb more than six square feet of paint per room for interior projects; more than 20 square feet of paint for any exterior project; or includes window replacement or demolition ("Covered Work"). Before and during any Covered Work project, contractor(s) must comply with all requirements of the RRP.

A Seller who personally performs any Covered Work on a rental property is required to be certified by the EPA prior to performing such Covered Work. No certification is required for a Seller who personally performs Covered Work on the Seller's principal residence. However, Seller has the ultimate responsibility for the safety of Seller's family or children while performing such Covered Work. For detailed information regarding the RRP, Seller should visit <http://www2.epa.gov/lead/renovation-repair-and-painting-program>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.B.

16.21 (BUYER)

**C. MARYLAND LEAD POISONING PREVENTION PROGRAM:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any residential dwelling constructed prior to 1978 that is leased for residential purposes is required to be registered with the Maryland Department of the Environment (MDE). If the Property was built prior to 1978 and is now or has been a rental property or may become a rental property in the future, a separate Maryland Lead-Based Paint Disclosure form is attached. Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/index.aspx>.

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 16.C.

16.21 (BUYER)

**17. NOTICE REGARDING DISCLOSURE OF DEFERRED WATER AND SEWER ASSESSMENTS:** Pursuant to Section 14-117(a)(5) of the Real Property Article of the Annotated Code of Maryland, a contract for the resale of residential real property that is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration shall contain a notice disclosing information about the deferred water and sewer charges. If a Seller subject to this law fails to comply:

- (a) Prior to settlement, Buyer is entitled to rescind in writing the sales contract without penalty or liability. On rescission, Buyer is also entitled to the full return of any deposits made on account of the sales contract. If any deposits are held in trust by a licensed real estate broker, the return of the deposits to a Buyer under this law shall comply with the procedures under § 17-505 of the Business Occupations and Professions Article of the Annotated Code of Maryland. Buyer's right of rescission shall terminate five days after Seller provides to Buyer written notice in accordance with this requirement; and
- (b) After settlement, Seller shall be liable to Buyer for the full amount of any fee or assessment not disclosed, unless Seller was never charged a fee or assessment to defray the costs of public water or wastewater facilities by the developer, a successor of the developer, or a subsequent assignee.

This law does not apply in a county that has adopted a disclosure requirement that is substantially similar to this law. (If the Property is served by public water or wastewater facilities for which deferred water and sewer charges have been established by a recorded covenant or declaration: See Notice Regarding Deferred Water and Sewer Charges.)

Buyer acknowledges by Buyer's initials below that Buyer has read and understands Paragraph 17.

16.21 (BUYER)

**18. ADDENDA/DISCLOSURES:** The Addenda checked below, which are hereby attached, are made a part of this Contract:

- |   |  |
|---|--|
| <input type="checkbox"/> Affiliated Business Disclosure Notice                      | <input type="checkbox"/> MD Non-Resident Seller Transfer Withholding Tax               |
| <input checked="" type="checkbox"/> As Is   | <input checked="" type="checkbox"/> Notice to Buyer and Seller -- Maryland Residential |
| <input type="checkbox"/> Cash Appraisal Contingency                                 | <input type="checkbox"/> Real Property Disclosure/Disclaimer Act                       |
| <input type="checkbox"/> Condominium Resale Notice                                  | <input type="checkbox"/> Notice & Disclosure of Deferred Water & Sewer Charges         |
| <input checked="" type="checkbox"/> Conservation Easement                           | <input type="checkbox"/> On-Site Sewage Disposal System Inspection                     |
| <input type="checkbox"/> Disclosure of Licensee Status                              | <input type="checkbox"/> Property Inspections  |
| <input type="checkbox"/> Disclosure of Leased Items Addendum                        | <input type="checkbox"/> Property Subject to Ground Rent                               |
| <input checked="" type="checkbox"/> Federal Lead-Based Paint and Lead-Based Hazards | <input type="checkbox"/> Purchase Price Escalation                                     |
| <input type="checkbox"/> Disclosure of Information                                  | <input type="checkbox"/> Sale, Financing, Settlement or Lease of Other Real Estate     |
| <input type="checkbox"/> First-Time Maryland Home Buyer Transfer &                  | <input type="checkbox"/> Seller Contribution   |
| <input type="checkbox"/> Recordation Tax  | <input type="checkbox"/> Seller's Purchase of Another Property                         |

Buyer 16.21

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Seller 16.21



- ☐ Homeowners Association Notice  
☐ Kickout  
☐ Local City/County Certifications/Registrations  
☒ Local City/County Notices/Disclosure *Right to Repair*  
☐ Maryland Lead Poisoning Prevention Program Disclosure
- ☐ Short Sale  
☐ Third Party Approval  
☐ Water Quality

☒ Other Addenda/Special Conditions:

*VE-TA, Buyer's Right to Repair*  
*General Addendum A*

**19. WOOD DESTROYING INSECT INSPECTION:** Buyer, at Buyer's expense, (if VA, then at Seller's expense) is authorized to obtain a written report on the state regulated form from a Maryland licensed pest control company that, based on a careful visual inspection, there is no evidence of termite or other wood-destroying insect infestation in the residence or within three (3) feet of the residence; and damage due to previous infestation has been repaired. The provisions of this paragraph also shall apply to: (1) the garage or within three (3) feet of the garage (whether attached or detached); (2) any outbuildings located within three feet of the residence or garage; and (3) a maximum of ten (10) linear feet of the nearest portion of a fence on Seller's Property within three feet of the residence or garage. If there is evidence of present infestation as described above, or if damage caused by present or prior infestation is discovered, Seller, at Seller's expense, shall repair any damage caused by present or prior infestation and have the present infestation treated by a licensed pest control company. If the cost of treatment and repair of such damage exceeds 2% of the purchase price, Seller may, at Seller's option, cancel this Contract, unless Buyer, at Buyer's option should choose to pay for the cost of treatment and repairs exceeding 2% of the purchase price, then this Contract shall remain in full force and effect. If such report reveals damage for which the cost of treatment and repair exceeds 2% of the purchase price, Seller's decision regarding treatment and repair of damage shall be communicated in writing to Buyer within five (5) days from receipt of the report, after which Buyer shall respond to Seller in writing with Buyer's decision within three (3) days from receipt of Seller's notification of Seller's decision. If Seller does not notify Buyer in writing of Seller's decision within five (5) days from receipt of report, Buyer may, at Buyer's option, pay for the cost of treatment and repairs exceeding 2% of the purchase price. If Buyer does not want to pay for the cost of treatment and repairs exceeding 2% of the purchase price, Buyer may terminate this Contract upon written notice delivered to Seller. In the event this Contract is terminated under the terms of this paragraph, the Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract.

**20. DEPOSIT:** If the Deposit is held by a Broker as specified in Paragraph 7(c) of this Contract, Buyer hereby authorizes and directs Broker to hold the Deposit instrument without negotiation or deposit until the parties have executed and accepted this Contract. Upon acceptance, the Initial Deposit and additional Deposits (the "Deposit"), if any, shall be placed in escrow as provided in Paragraph 7(e) of this Contract and in accordance with the requirements of Section 17-602(b)(1) of the Business Occupations and Professions Article, Annotated Code of Maryland; If Seller does not execute and accept this Contract, the initial Deposit instrument shall be promptly returned to Buyer. The Deposit shall be disbursed at settlement. In the event this Contract shall be terminated or settlement does not occur, Buyer and Seller agree that the Deposit shall be disbursed by Broker only in accordance with a Release of Deposit agreement executed by Buyer and Seller. In the event Buyer and/or Seller fail to complete the real estate transaction in accordance with the terms and conditions of this Contract, and either Buyer or Seller shall be unable or unwilling to execute a Release of Deposit agreement, Buyer and Seller hereby acknowledge and agree that Broker may distribute the Deposit in accordance with the provisions of Section 17-605(b) of the Business Occupations and Professions Article, Annotated Code of Maryland.

**21. DEED AND TITLE:** Upon payment of the purchase price, a deed for the Property containing covenants of special warranty and further assurances (except in the case of transfer by personal representative of an estate), shall be executed by Seller and shall convey the Property to Buyer. Title to the Property, including all chattels included in the purchase, shall be good and merchantable, free of liens and encumbrances except as specified herein; except for use and occupancy restrictions of public record which are generally applicable to properties in the immediate neighborhood or the subdivision in which the Property is located and publicly recorded easements for public utilities and any other easements which may be observed by an inspection of the Property. Buyer expressly assumes the risk that restrictive covenants, zoning laws or other recorded documents may restrict or prohibit the use of the Property for the purpose(s) intended by Buyer. In the event Seller is unable to give good and merchantable title or such as can be insured by a Maryland licensed title insurer, with Buyer paying not more than the standard rate as filed with the Maryland Insurance Commissioner, Seller, at Seller's expense, shall have the option of curing any defect so as to enable Seller to give good and merchantable title or, if Buyer is willing to accept title without said defect being cured, paying any special premium on behalf of Buyer to obtain title insurance on the Property to the benefit of Buyer. In the event Seller elects to cure any defects in title, this Contract shall continue to remain in full force and effect; and the date of settlement shall be extended for a period not to exceed fourteen (14) additional days. If Seller is unable to cure such title defect(s) and is unable to obtain a policy of title insurance on the Property to the benefit of Buyer from a Maryland licensed title insurer, Buyer shall have the option of taking such title as Seller can give, or terminating this Contract and being reimbursed by Seller for cost of searching title as may have been incurred not to exceed 1/2 of 1% of the purchase price. In the latter event, there shall be no further liability or obligation on either of the parties hereto; and this Contract shall become null and void; and all Deposit(s) shall be disbursed in accordance with the Deposit paragraph of this Contract. In no event shall Broker(s) or their agent(s) have any liability for any defect in Seller's title.

Buyer *[Signature]*

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Seller *[Signature]*  
WALKER

22. **CONDITION OF PROPERTY AND POSSESSION:** At settlement, Seller shall deliver possession of the Property and shall deliver the Property vacant, clear of trash and debris, broom clean and in substantially the same condition as existed on the Date of Contract Acceptance. Buyer reserves the right to inspect the Property within five (5) days prior to settlement. **EXCEPT AS OTHERWISE SPECIFIED IN THIS CONTRACT, INCLUDING THIS PARAGRAPH, THE PROPERTY IS SOLD "AS IS."** The obligations of Seller as provided in this paragraph shall be in addition to any Disclosure and Disclaimer Statement as required by Section 10-702, Real Property Article, Annotated Code of Maryland and any provision of any inspection contingency addendum made a part of this Contract (See Property Inspections Notice).

*Wood, hay, straw and other items in barns convey with property.*  
23. **ADJUSTMENTS:** Ground rent, homeowner's association fees, rent and water rent shall be adjusted and apportioned as of date of settlement; and all taxes, general or special, and all other public or governmental charges or assessments against the Property which are or may be payable on a periodic basis, including Metropolitan District Sanitary Commission, Washington Suburban Sanitary Commission, or other benefit charges, assessments, liens or encumbrances for sewer, water, drainage, paving, or other public improvements completed or commenced on or prior to the date hereof, or subsequent thereto, are to be adjusted and apportioned as of the date of settlement and are to be assumed and paid thereafter by Buyer, whether assessments have been levied or not as of date of settlement if applicable by local law. Any heating or cooking fuels remaining in supply tank(s) at time of settlement shall become the property of Buyer.

24. **SETTLEMENT COSTS:** Buyer agrees to pay all settlement costs and charges including, but not limited to, all Lender's fees in connection herewith, including title examination and title insurance fees, loan insurance premiums, all document preparation and recording fees, notary fees, survey fees where required, and all recording charges, except those incident to clearing existing encumbrances or title defects, except if Buyer is a Veteran obtaining VA financing, those prohibited to be paid by a Veteran obtaining VA financing, which prohibited charges shall be paid by Seller.

25. **TRANSFER CHARGES:**

A. **IN GENERAL.** Section 14-104(b) of the Real Property Article, Annotated Code of Maryland provides that, unless otherwise negotiated in the contract or provided by State or local law, the cost of any recordation tax or any State or local Transfer Tax shall be shared equally between the Buyer and Seller.

B. **FIRST-TIME BUYER.** Under Section 14-104(c) of the Real Property Article, the entire amount of recordation and local transfer tax shall be paid by the Seller of property that is sold to a first-time Maryland homebuyer, unless there is an express agreement that the recordation tax or any state or local transfer tax will not be paid entirely by the Seller.

**RECORDATION AND LOCAL TRANSFER TAX.** If the Buyer is a first-time Maryland homebuyer, Buyer and Seller expressly agree, in accordance with Section 14-104(c) of the Real Property Article, Annotated Code of Maryland, that payment of recordation tax and local transfer tax shall be shared equally between the Buyer and Seller unless a "First-time Maryland Homebuyer Transfer and Recordation Tax Addendum" is attached, which contains a different express agreement.

**STATE TRANSFER TAX:** Under Section 13-203(b) of the Tax-Property Article, Annotated Code of Maryland, the amount of state transfer tax due on the sale of property to a first-time Maryland homebuyer is reduced from 0.50% to 0.25% and shall be paid entirely by the Seller. Buyer is hereby notified that to ensure receipt of the above reduction, Buyer should so indicate on Page 10 of this Contract and complete the required affidavit at settlement indicating that the Buyer is a first-time Maryland homebuyer.

26. **BROKER LIABILITY:** Brokers, their agents, subagents and employees do not assume any responsibility for the condition of the Property or for the performance of this Contract by any or all parties hereto. By signing this Contract, Buyer and Seller acknowledge that they have not relied on any representations made by Brokers, or any agents, subagents or employees of Brokers, except those representations expressly set forth in this Contract.

27. **BROKER'S FEE:** All parties irrevocably instruct the settlement officer to collect the fee or compensation and disburse same according to the terms and conditions provided in the listing agreement and/or agency representation agreement. Settlement shall not be a condition precedent to payment of compensation.

28. **SELLER RESPONSIBILITY:** Seller agrees to keep existing mortgages free of default until settlement. All violation notices or requirements noted or issued by any governmental authority (including without limitation, any permit violation notices), or actions in any court on account thereof, against or affecting the Property at the date of settlement of this Contract, shall be complied with by Seller and the Property conveyed free thereof. The Property is to be held at the risk of Seller until legal title has passed or possession has been given to Buyer. If, prior to the time legal title has passed or possession has been given to Buyer, whichever shall occur first, all or a substantial part of the Property is destroyed or damaged, without fault of Buyer, then this Contract, at the option of Buyer, upon written notice to Seller, shall be null and void and of no further effect, and the deposits shall be disbursed in accordance with the Deposit paragraph of this Contract.

29. **BUYER RESPONSIBILITY:** If Buyer has misrepresented Buyer's financial ability to consummate the purchase of the Property, or if this Contract is contingent upon Buyer securing a written commitment for financing and Buyer fails to apply for such financing within the time period herein specified, or fails to pursue financing diligently and in good faith, or if Buyer makes any misrepresentations in any document relating to financing, or takes (or fails to take) any action which causes

Buyer *[Signature]*

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Seller *[Signature]*





a dispute or claim arising out of or from this Contract or the transaction which is the subject of this Contract, without first mediating the dispute or claim, unless the right to pursue such action or the ability to protect an interest or pursue a remedy as provided in this Contract, would be precluded by the delay of the mediation. In the event the right to pursue such action, or the ability to protect an interest or pursue a remedy would be precluded by the delay, Buyer or Seller may commence the action only if the initial pleading or document commencing such action is accompanied by a request to stay the proceeding pending the conclusion of the mediation. If a party initiates or commences an action in violation of this provision, the party agrees to pay all costs and expenses, including reasonable attorneys' fees, incurred by the other party to enforce the obligation as provided herein. The provisions of this paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**36. ATTORNEY'S FEES:** In any action or proceeding between Buyer and Seller based, in whole or in part, upon the performance or non-performance of the terms and conditions of this Contract, including, but not limited to, breach of contract, negligence, misrepresentation or fraud, the prevailing party in such action or proceeding shall be entitled to receive reasonable attorney's fees from the other party as determined by the court or arbitrator. In any action or proceeding between Buyer and Seller and/or between Buyer and Broker(s) and/or Seller and Broker(s) resulting in Broker(s) being made a party to such action or proceeding, including, but not limited to, any litigation, arbitration, or complaint and claim before the Maryland Real Estate Commission, whether as defendant, cross-defendant, third-party defendant or respondent, Buyer and Seller jointly and severally, agree to indemnify and hold Broker(s) harmless from and against any and all liability, loss, cost, damages or expenses (including filing fees, court costs, service of process fees, transcript fees and attorneys' fees) incurred by Broker(s) in such action or proceeding, providing that such action or proceeding does not result in a judgment against Broker(s).

As used in this Contract, the term "Broker(s)" shall mean: (a) the two (2) Brokers as identified on Pages 10 and 11 of this Contract; (b) the two (2) named Sales Associates identified on Pages 10 and 11 of the Contract; and (c) any agent, subagent, salesperson, independent contractor and/or employees of Broker(s). The term "Broker(s)" shall also mean, in the singular, any or either of the named Broker(s) and/or Sales Associate(s) as identified or, in the plural, both of the named Brokers and/or Sales Associates as identified.

This Paragraph shall apply to any and all such action(s) or proceeding(s) against Broker(s) including those action(s) or proceeding(s) based, in whole or in part, upon any alleged act(s) or omission(s) by Broker(s), including, but not limited to, any alleged act of misrepresentation, fraud, non-disclosure, negligence, violation of any statutory or common law duty, or breach of fiduciary duty by Broker(s). The provision of this Paragraph shall survive closing and shall not be deemed to have been extinguished by merger with the deed.

**37. NOTICE OF BUYER'S RIGHT TO SELECT SETTLEMENT SERVICE PROVIDERS:** Buyer has the right to select Buyer's own title insurance company, title lawyer, settlement company, escrow company, mortgage lender or financial institution as defined in the Financial Institutions Article, Annotated Code of Maryland. Buyer acknowledges that Seller may not be prohibited from offering owner financing as a condition of settlement.

**38. PROPERTY OWNER'S TITLE INSURANCE:** Buyer, at Buyer's expense, may purchase owner's title insurance at either "standard" or "enhanced" coverage and rates. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage would be determined by the extent of its coverage. For purposes of owner's title insurance policy premium rate disclosures by Buyer's lender, Buyer and Seller agree that enhanced rates (if available) shall be quoted by Buyer's lender. Buyer understands that nothing herein obligates Buyer to obtain any owner's title insurance coverage at any time, including at settlement, and that the availability of owner's title insurance coverage is subject to the underwriting criteria of the title insurer.

**39. AUTHORIZATION TO PROVIDE TILA-RESPA INTEGRATED DISCLOSURES:** Buyer and Seller hereby authorize the lender, title company, escrow agent, and/or their representatives to disclose and provide copies of the closing disclosure(s) and/or other settlement statement to the real estate licensees involved in the transaction at the time these documents are provided to Buyer and Seller.

**40. LIMITED WARRANTY: NOTICE TO BUYER:** IF A WARRANTY PLAN IS BEING OFFERED WITH THE PURCHASE OF THE PROPERTY, IT MAY BE A LIMITED WARRANTY. SINCE SUCH WARRANTY PLANS DO NOT COVER STRUCTURAL DEFECTS AND MAY NOT COVER PRE-EXISTING DEFECTS, BUYER SHOULD REQUEST THE REAL ESTATE AGENT TO PROVIDE BUYER WITH ANY BROCHURE WHICH DESCRIBES THE PLAN IN ORDER TO DETERMINE THE EXTENT OF COVERAGE PROVIDED BY THE WARRANTY.

**41. PROPERTY INSURANCE BROCHURE:** An informational brochure published by the Maryland Association of REALTORS®, Inc. titled "The New Reality of Property Insurance - What You Should Know" is available to explain current issues relative to obtaining insurance coverage for the Property to be purchased.

**42. FLOOD DISCLOSURE NOTICE:**

**A. FLOOD INSURANCE PREMIUMS:** The Property or part of the Property may be located in an area established by the government as a "flood plain" or otherwise in an area where flood insurance could be required by Buyer's mortgage lender as

Buyer [Signature]



a condition of granting a mortgage. In addition, construction on the Property could be prohibited or restricted. The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. Due to amendments to federal law governing the NFIP those premiums are increasing, and in some cases will rise by a substantial amount over the premiums previously charged for flood insurance. As a result, Buyer should not rely on the premiums paid for flood insurance on the Property as an indication of the premiums that will apply after Buyer completes the purchase. In considering the purchase of this Property, Buyer should consult with one or more carriers of flood insurance for better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future. Detailed information regarding flood insurance coverage may be obtained at: <http://www.fema.gov/flood-insurance-reform-act-2012>.

**B. FLOOD INSURANCE RATE MAPS:** The State of Maryland in conjunction with the Federal Emergency Management Agency has been systematically updating flood insurance rate maps. The Property may be affected. Buyer is advised to contact the Maryland Department of the Environment and consult a flood insurance carrier to inquire about the status of the Property. Detailed information regarding updated maps may be obtained at: <http://www.mdffloodmaps.net/home.html>.

**43. GUARANTY FUND: NOTICE TO BUYER: BUYER IS PROTECTED BY THE REAL ESTATE GUARANTY FUND OF THE MARYLAND REAL ESTATE COMMISSION, UNDER SECTION 17-404 OF THE BUSINESS OCCUPATIONS AND PROFESSIONS ARTICLE OF THE ANNOTATED CODE OF MARYLAND, FOR LOSSES IN AN AMOUNT NOT EXCEEDING \$50,000 FOR ANY CLAIM.**

**44. SINGLE FAMILY RESIDENTIAL REAL PROPERTY DISCLOSURE NOTICE:** Buyer is advised of the right to receive a "Disclosure and Disclaimer Statement" from Seller (Section 10-702 Real Property Article, Annotated Code of Maryland).

**45. MARYLAND NON-RESIDENT SELLER:** If the Property is not the Seller's principal residence and the Seller is a non-resident individual of the State of Maryland or is a non-resident entity which is not formed under the laws of the State of Maryland or qualified to do business in the State of Maryland, a withholding tax from the proceeds of sale may be withheld at the time of settlement except as otherwise provided by Maryland law. (See Maryland Non-Resident Seller Transfer Withholding Tax Addendum.)

**46. INTERNAL REVENUE SERVICE FILING:** Buyer and Seller each agree to cooperate with the settlement officer by providing all necessary information so that a report can be filed with the Internal Revenue Service, as required by Section 6045 of the IRS Code. To the extent permitted by law, any fees incurred as a result of such filing will be paid by the Seller.

**47. NOTICE TO BUYER CONCERNING THE CHESAPEAKE AND ATLANTIC COASTAL BAYS CRITICAL AREA:** Buyer is advised that all or a portion of the property may be located in the "Critical Area" of the Chesapeake and Atlantic Coastal Bays, and that additional zoning, land use, and resource protection regulations apply in this area. The "Critical Area" generally consists of all land and water areas within 1,000 feet beyond the landward boundaries of state or private wetlands, the Chesapeake Bay, the Atlantic Coastal Bays, and all of their tidal tributaries. The "Critical Area" also includes the waters of and lands under the Chesapeake Bay, the Atlantic Coastal Bays and all of their tidal tributaries to the head of tide. For information as to whether the property is located within the Critical Area, Buyer may contact the local Department of Planning and Zoning, which maintains maps showing the extent of the Critical Area in the jurisdiction. Allegany, Carroll, Frederick, Garrett, Howard, Montgomery and Washington Counties do not include land located in the Critical Area.

**48. WETLANDS NOTICE:** Buyer is advised that if the Property being purchased contains waters of the United States, or if the Property contains land and/or waters regulated by the State, including, but not limited to, wetlands, approval from the U.S. Army Corps of Engineers (Corps) and/or the Maryland Department of the Environment (MDE) will be necessary before starting any work, including construction, if the work includes the discharge of dredged or fill material into a regulated area, or certain other activities conducted in a regulated area. The Corps has adopted a broad definition of waters of the United States, which occur throughout the Chesapeake Bay Region, as well as other portions of the State. The land and waters regulated by the State include tidal wetlands, nontidal wetlands and their buffers, and streams and their 100-year nontidal floodplain. For information as to whether the Property includes waters of the United States or land and/or waters regulated by the State, Buyer may contact the Baltimore District of the Corps and/or MDE. Buyer may also elect, at Buyer's expense, to engage the services of a qualified specialist to inspect the Property for the presence of Corps- or MDE-regulated areas, including wetlands, prior to submitting a written offer to purchase the Property; or Buyer may include in Buyer's written offer a clause making Buyer's purchase of the Property contingent upon a satisfactory wetlands inspection.

**49. FOREST CONSERVATION ACT NOTICE:** If the Property is a tract of land 40,000 square feet or more in size, Buyer is notified that, unless exempted by applicable law, as a prerequisite to any subdivision plan or grading or sediment control permit for the Property, Buyer will be required to comply with the provisions of the Maryland Forest Conservation Act

Buyer REB

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Seller JMN

Imposed by Section 5-1601, et seq. of the Natural Resources Article, Annotated Code of Maryland, including, among other things, the submission and acceptance of a Forest Stand Delineation and a Forest Conservation Plan for the Property in accordance with applicable laws and regulations. Unless otherwise expressly set forth in an addendum to this Contract, Seller represents and warrants that the Property is not currently subject to a Forest Conservation Plan, Management Agreement or any other pending obligation binding the owner of the Property under said Act; further, Seller represents and warrants that no activities have been undertaken on the Property by Seller in violation of the Forest Conservation Act.

**50. NOTICE CONCERNING CONSERVATION EASEMENTS:** If the Property is encumbered by a Conservation Easement as defined in Section 10-705 of the Real Property Article, Annotated Code of Maryland, the contract must contain a notice concerning the easement, which is contained in an attached addendum. This Paragraph does not apply to the sale of property in an action to foreclose a mortgage or deed of trust. (If the Property is encumbered by a Conservation Easement: See Conservation Easement Addendum.)

**51. FOREIGN INVESTMENT TAXES-FIRPTA:** Section 1445 of the United States Internal Revenue Code of 1986 provides that a Buyer of residential real property located in the United States must withhold federal income taxes from the payment of the purchase price if (a) the purchase price exceeds Three Hundred Thousand Dollars (\$300,000.00) and (b) the seller is a foreign person. Unless otherwise stated in an addendum attached hereto, if the purchase price is in excess of Three Hundred Thousand Dollars (\$300,000.00), Seller represents that Seller is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined by the Internal Revenue Code and applicable regulations) and agrees to execute an affidavit to this effect at the time of settlement.

**52. CRIMINAL ACTIVITY AND SEXUAL OFFENDERS:** Buyer may contact the state, county or municipal police departments in which the Property is located or check the "Sex Offender Registry" at the Maryland Department of Public Safety and Correctional Services website in order to ascertain criminal activity in the vicinity of the Property or the presence of registered sexual offenders who live or work within the vicinity of the Property. Buyer acknowledges that Buyer is solely responsible to inquire of such matters before signing this Contract. Buyer shall have no right to cancel this Contract based upon criminal activity or the presence of registered sexual offenders in the vicinity of the Property. Buyer further acknowledges that no real estate licensee involved in the sale or purchase of the Property, whether acting as the agent for Seller or Buyer, has any duty nor assumes any duty or responsibility to ascertain criminal activity or the presence of registered sexual offenders in the vicinity of the Property.

**53. MILITARY INSTALLATIONS:** This Section does not apply in Allegany, Carroll, Frederick, Garrett, Howard, Montgomery, and Washington Counties. Buyer is advised that the Property may be located near a military installation that conducts flight operations, munitions testing, or military operations that may result in high noise levels.

**54. NOTICE TO THE PARTIES:**

(A) **NO REPRESENTATIONS:** Brokers, their agents, subagents and employees, make no representations with respect to:

- (1) Water quantity, quality, color, or taste or operating conditions of public and/or private water systems;
- (2) Location, size or operating condition of on-site sewage disposal systems;
- (3) The extensions of public utilities by local municipal authorities, existence or availability of public utilities, and any assessments, fees or costs for public utilities which might be imposed by local municipal authorities or private utilities, should public utilities be extended or available to the subject Property. (Buyer should consult the Department of Public Works to determine the availability of proposed future extensions of utilities.);
- (4) Lot size, exact location. If the subject Property is part of a recorded subdivision, Buyer can review the plat upon request at the Record Office. If the subject Property is not part of a recorded subdivision, Buyer may verify exact size and location through a survey by a licensed engineer or land surveyor, at Buyer's expense;
- (5) Existing zoning or permitted uses of the Property, including, without limitation, whether any improvements to the Property required permit(s) and, if so, whether such improvements, were completed pursuant to permit(s) issued and/or whether any permit(s) issued were complied with. Buyer should contact the appropriate local government agency and/or a licensed engineer to verify zoning, permit issuance/status, and permitted uses; or
- (6) Whether properly licensed contractors have been used to make repairs, renovations and improvements to the Property.

(B) **NO ADVISING:** Brokers/agents are not advising the parties as to certain other issues, including without limitation: soil conditions; flood hazard areas; possible restrictions of the use of property due to restrictive covenants, subdivision, environmental laws, easements or other documents; airport or aircraft noise; planned land use, roads or highways; and construction materials and/or hazardous materials, including without limitation flame retardant treated plywood (FRT), radon, radium, mold spores, urea formaldehyde foam insulation (UFFI), synthetic stucco (EIFS), asbestos, polybutylene piping and lead-based paint. Information relating to these issues may be available from appropriate governmental authorities. This disclosure is not intended to provide an inspection contingency.

(C) **COMPENSATION OF VENDORS:** Buyer and Seller each assume full responsibility for selecting and compensating their respective vendors.

Buyer RFBT

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Seller WJW



(D) PROTECTION OF HOMEOWNERS IN FORECLOSURE ACT NOTICE: BUYER AND SELLER ACKNOWLEDGE THAT, UNDER SECTION 7-310 OF THE REAL PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND, IF THE MORTGAGE ON THE PROPERTY IS AT LEAST 60 DAYS IN DEFAULT ON THE DATE OF CONTRACT ACCEPTANCE, SELLER HAS THE RIGHT TO RESCIND THE CONTRACT WITHIN 5 DAYS AFTER THE DATE OF CONTRACT ACCEPTANCE. ANY PROVISION IN THIS CONTRACT OR OTHER AGREEMENT THAT ATTEMPTS OR PURPORTS TO WAIVE ANY OF THE SELLER'S RIGHTS UNDER SECTION 7-310 IS VOID.

55. PROPERTY TAX NOTICE - 60 DAY APPEAL: If any real property is transferred after January 1 and before the beginning of the next taxable year to a new owner, the new owner may submit a written appeal as to a value or classification on or before 60 days after the date of the transfer.

56. NON-ASSIGNABILITY: This Contract may not be assigned without the written consent of Buyer and Seller. If Buyer and Seller agree in writing to an assignment of this Contract, the original parties to this Contract remain obligated hereunder until settlement.

57. PARAGRAPH HEADINGS: The Paragraph headings of this Contract are for convenience and reference only, and in no way define or limit the intent, rights or obligations of the parties.

58. COMPUTATION OF DAYS: As used in this Contract, and in any addendum or addenda to this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. A day shall be measured from 12:00:00 a.m. to and including 11:59:59 p.m. in the Eastern Time Zone. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract, or any addendum or addenda to this Contract, was required to be performed or made.

59. ENTIRE AGREEMENT: This Contract and any addenda thereto contain the final and entire agreement between the parties, and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained. The parties to this Contract mutually agree that it is binding upon them, their heirs, executors, administrators, personal representatives, successors and, if permitted as herein provided, assigns. Once signed, the terms of this Contract can only be changed by a document executed by all parties. This Contract shall be interpreted and construed in accordance with the laws of the State of Maryland. It is further agreed that this Contract may be executed in counterparts, each of which when considered together shall constitute the original Contract.

60. ELECTRONIC DELIVERY: The parties agree that this Contract offer shall be deemed validly executed and delivered by a party if a party executes this Contract and delivers a copy of the executed Contract to the other party by telefax or telecopier transmittal, or delivers a digital image of the executed document by email transmittal.

City of Hagerstown  
Robert E. Bruckey II  
Buyer's Signature  
By: Robert E. Bruckey, II Mayor  
Date 3/16/17

Marcia D Watters  
Seller's Signature  
Date 3/16/17

Buyer's Signature  
Date

James C Smith II  
Seller's Signature  
Date 3/16/17

DATE OF CONTRACT ACCEPTANCE: April 28, 2017

☐ Check if First-Time Maryland Homebuyer

Contact Information:

BUYER / NAME(S):  
MAILING ADDRESS:

SELLER / NAME(S): Marcia D Watters, James C Smith II  
MAILING ADDRESS: 12719 Ailanthus Dr  
Hagerstown, MD 21742-4870

Buyer R E Bruckey II

Seller M D Watters, J C Smith II  
Watters

Information provided for reference only:

LISTING BROKERAGE COMPANY NAME: RE/MAX Achievers / Sherry Scire  
BROKER OF RECORD NAME: Andy Lapkoff LICENSE NUMBER: 502994  
SALES ASSOCIATE NAME: Sherry Scire LICENSE NUMBER: 636353  
OFFICE ADDRESS: 222 E. Oak Ridge Drive Suite 2000, Hagerstown, MD 21740  
OFFICE PHONE: (301) 739-4800 BROKER/SALES ASSOCIATE MLS ID: 3017822  
SALES ASSOCIATE PHONE: (240) 420-5516 SALES ASSOCIATE E-MAIL: sherry@remaxa.net.org

ACTING AS: ☒ LISTING BROKER AND SELLER AGENT; OR  
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT

SELLING BROKERAGE COMPANY NAME: \_\_\_\_\_  
BROKER OF RECORD NAME: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_  
SALES ASSOCIATE NAME: \_\_\_\_\_ LICENSE NUMBER: \_\_\_\_\_  
OFFICE ADDRESS: \_\_\_\_\_  
OFFICE PHONE: \_\_\_\_\_ BROKER/SALES ASSOCIATE MLS ID: \_\_\_\_\_  
SALES ASSOCIATE PHONE: \_\_\_\_\_ SALES ASSOCIATE E-MAIL: \_\_\_\_\_

ACTING AS: ☐ SELLER AGENT; OR  
☐ SUBAGENT; OR  
☐ BUYER AGENT; OR  
☐ INTRA - COMPANY AGENT WITH BROKER AS DUAL AGENT





## AS IS ADDENDUM

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale  
between Buyer City of Hagerstown, a municipal corporation  
and Seller Marcela D Watters, James C. Smith  
for Property known as 11850 Indian Ln, Hagerstown, MD 21742-4206

The following provisions are included in and supersede any conflicting language in the Contract.

The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Seller makes no warranty, express or implied, as to the condition of the Property or any equipment or system contained therein. Seller agrees to comply with Section 10-702 of the Real Property Article of the Annotated Code of Maryland if applicable (*Residential Property Disclosure and Disclaimer*). The parties agree that all paragraphs in the Contract pertaining to property condition (Paragraph 21) and wood destroying insects (Paragraph 18) are hereby deleted from the Contract except that Buyer retains the right to walk through the Property within five (5) days prior to settlement.

Buyer and Seller agree to initial only one of the following:

was/les A. "AS IS" WITHOUT INSPECTION(S)  
The Property is sold in "AS IS" condition as of the Date of Contract Acceptance without any inspection(s) or contingencies regarding the condition of the Property.

was/les B. "AS IS" WITH INSPECTION(S) AND RIGHT TO TERMINATE  
The Property is sold in "AS IS" condition as of the Date of Contract Acceptance. Buyer, at Buyer's expense, may have the Property inspected. In the event Buyer is dissatisfied with the results of any inspection(s), Buyer, upon written notice to Seller given within 10 Days from the Date of Contract Acceptance, shall have the unconditional right to terminate the Contract. If Buyer elects to terminate the Contract, the Contract shall become null and void, and Deposit(s) shall be disbursed in accordance with the Deposit paragraph of the Contract. If Buyer fails to have inspection(s) performed or fails to submit written notice of termination within the time period specified, Buyer shall have no right thereafter to terminate the Contract and the Contract shall remain in full force and effect.

Seller shall make the Property accessible for such inspection(s) and shall have utilities in service at the time of the inspection. Neither Buyer, nor any agent or contractor(s) of Buyer, shall in any way excavate, penetrate or otherwise damage any part of the Property without the prior written consent of Seller nor shall any furnishings, boxes, or personal property belonging to Seller be moved or relocated unless absolutely necessary in connection with the inspection(s). If the Property is part of a condominium, Buyer will be given access to the common areas to perform the inspection(s). Buyer and Seller shall have the right to be present during the inspection(s), and Buyer shall give Seller reasonable advance notice of the date and time of any inspection(s).

If Buyer or Buyer's agents or contractors damage the Property during any inspection(s), Buyer shall be responsible for all costs incurred in correcting such damage. Buyer's responsibility for all costs incurred in correcting any damage shall survive termination of the Contract.

All other terms and conditions of the Contract of Sale remain in full force and effect.

Robert E. Burt 3/15/17  
Buyer Signature Date

Marcela D Watters 8/9/16  
Seller Signature Date

Buyer Signature Date

James C. Smith 8/19/16  
Seller Signature Date

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RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740  
Phone: 301-573-8302 Fax: (301)739-0353 Sherry Scire

10/18



Watters



# Checklist of Items to Convey RE/MAX Achievers



The Real Estate  
Leaders

Property Address: 11850 Indian Ln, Hag MD 21742

Addendum # \_\_\_\_\_  
(If made part of Contract of Sale)

Please mark each of the items below with a "X" or "0". Note: These items must be identified later in "Contract of Sale"

None	Yes	No	As Is	Item	None	Yes	No	As Is	Item
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Stove/Range, <input checked="" type="checkbox"/> Electric, <input type="checkbox"/> Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Filter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Cooktop, <input checked="" type="checkbox"/> Electric, <input checked="" type="checkbox"/> Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Water Softener
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Oven(s), # _____	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drapery/Curtains
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Refrigerator(s), # <u>1</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Drapery/Curtain Rods
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/leomaker	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Shades /Blinds
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Built-in Microwave	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Alarm System
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Trash Compactor	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Intercom
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exist W/W Carpet	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Buildings & Permanent Storage Sheds & Structures
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Disposal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Garage Opener(s), # _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exhaust Fan(s)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	w/remote(s), # _____
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Dishwasher	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Playground Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Freezer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wood Stove
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window Fan(s), # _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	T.V. Antenna, _____ Rotor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Fireplace Screen/Doors, _____ Tools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Satellite Dish
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Pool, Equip. & Cover	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Central Vacuum & Accessories
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Hot Tub, Equip. & Cover	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Wall Mirrors
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Screens	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Work Bench
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Mail Box
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Storm Doors	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Exterior-Ground-Lighting
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Window A/C Unit(s), # <u>3</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bar
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Ceiling Fan(s), # <u>10</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Bar Stool(s), # _____
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Washer	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Removable Plumbing Fixture(s)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Clothes Dryer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Awnings
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Furnace Humidifier	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Book Cases or Shelving
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Electronic Air Filter	Leased <input type="checkbox"/>	Owned <input type="checkbox"/>	Propane Tank owned or leased		

Wood Piles, Fences, hay, straw, any and all farm equipment in and  
Additional Inclusions: around barn & buildings. Water tanks, Large Chicken  
Additional Exclusions: Small Chicken Coop. Coop.

\*\* Average Monthly Costs for Prior Year - (Disclaimer: Utilities costs vary with familial status & individual usage) \*\*

Electric: \$varies, Water: \$ 0, Sewer: \$ 0, Fuel Oil: \$ 0 when using wood burner, Gas \$ 0, Other: \$ \_\_\_\_\_

HOA: \$ 0, Condo: \$ 0, HOA/Condo Fee Includes: N/A Electric, N/A Water, N/A Sewer, N/A Trash, N/A Heat

Owner/Seller  
Robert E. Brucy Jr.  
Date: 8-19-16  
Date: 3/15/17

Owner/Seller  
Mark D. Allen  
Date: 8-19-16

Buyer  
Revised 6/12/2004

Buyer

Date 0059





**INCLUSIONS/EXCLUSIONS AND UTILITIES ADDENDUM TO  
EXCLUSIVE RIGHT TO SELL RESIDENTIAL BROKERAGE AGREEMENT**

For the sole purpose of assisting the agent in preparing an offer and  
is not to be part of the Contract of Sale

ADDENDUM # \_\_\_\_\_ dated August 19, 2016 to Exclusive Right to Sell Brokerage Agreement  
between Seller(s) Marcia D Watters, James C. Smith  
and Broker RE/MAX Achievers / Sherry Spira Sherry Spira  
11850 Indian Ln  
for Property known as Hagerstown, MD 21742-4206

**INCLUSIONS/EXCLUSIONS:** Seller intends for these items marked below to be included in the sale of the property unless otherwise negotiated:

INCLUDED	INCLUDED	INCLUDED	INCLUDED
<input checked="" type="checkbox"/> Alarm System	<input type="checkbox"/> Exhaust Fan(s) # _____	<input type="checkbox"/> Pool, Equip. & Cover	<input type="checkbox"/> Trash Compactor
<input checked="" type="checkbox"/> Built-In Microwave	<input checked="" type="checkbox"/> Exter. W/W Carpet	<input checked="" type="checkbox"/> Refrigerator(s) # <u>1</u>	<input type="checkbox"/> Wall Oven(s) # _____
<input checked="" type="checkbox"/> Ceiling Fan(s) # <u>10</u>	<input checked="" type="checkbox"/> Fireplace Screen/Doors <u>1 set</u>	<input checked="" type="checkbox"/> w/ice maker	<input type="checkbox"/> Water Filter
<input type="checkbox"/> Central Vacuum	<input type="checkbox"/> Freezer	<input checked="" type="checkbox"/> Satellite Dish	<input checked="" type="checkbox"/> Water Softener
<input type="checkbox"/> Clothes Dryer	<input checked="" type="checkbox"/> Furnace Humidifier	<input type="checkbox"/> Screens	<input checked="" type="checkbox"/> Window A/C Unit(s)
<input type="checkbox"/> Clothes Washer	<input type="checkbox"/> Garage Opener(s) # _____	<input checked="" type="checkbox"/> Shades/Blinds <u>All outer</u>	<input type="checkbox"/> Window Fan(s)
<input checked="" type="checkbox"/> Cooktop	<input type="checkbox"/> w/remote(s) # _____	<input checked="" type="checkbox"/> Storage Shed(s) <u>1 set</u>	<input type="checkbox"/> Wood Stove
<input checked="" type="checkbox"/> Dishwasher	<input type="checkbox"/> Garbage Disposer	<input type="checkbox"/> Storm Doors	
<input checked="" type="checkbox"/> Drapery/Curtain Rods	<input type="checkbox"/> Hot Tub, Equip. & Cover	<input type="checkbox"/> Storm Windows	
<input type="checkbox"/> Draperies/Curtains	<input type="checkbox"/> Intercom	<input checked="" type="checkbox"/> Stove or Range	
<input checked="" type="checkbox"/> Electronic Air Filter	<input type="checkbox"/> Playground Equipment	<input type="checkbox"/> T.V. Antenna	

ADDITIONAL INCLUSIONS (Specify): \_\_\_\_\_

EXCLUSIONS (Specify):

smaller chicken coop

UTILITIES: WATER, SEWAGE, HEATING AND CENTRAL AIR CONDITIONING: (Check all that apply)

Water Supply:	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	
Sewage Disposal:	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic	
Heating:	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.
Hot Water:	<input type="checkbox"/> Oil	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.
Air Conditioning:	<input type="checkbox"/> Gas	<input checked="" type="checkbox"/> Elec.	<input type="checkbox"/> Other

- Brand new field tanks new 2007  
- Other whole house used  
- thermostat  
In addition area controlled.

Marcia D Watters 8/19/16 James C Smith 8-19-16  
Seller Date Seller Date

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10/13



RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740  
Phone: (301) 739-9302 Fax: (301) 739-0853 Sherry Spira

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Watters



## CONSERVATION EASEMENT ADDENDUM

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to Contract of Sale  
between Buyer City of Hagerstown, a municipal corporation and  
Seller Marcia D Watters, James C. Smith Property known  
as 11850 Indian Ln, Hagerstown, MD 21742-4206

THE PROPERTY IS ENCUMBERED BY ONE OR MORE CONSERVATION EASEMENTS OR OTHER RESTRICTIONS LIMITING OR AFFECTING USES OF THE PROPERTY. MARYLAND LAW REQUIRES THAT THE VENDOR DELIVER TO THE BUYER COPIES OF ALL CONSERVATION EASEMENTS ON OR BEFORE THE DAY THE CONTRACT IS ENTERED INTO. THE BUYER SHOULD REVIEW ALL CONSERVATION EASEMENTS CAREFULLY TO ASCERTAIN THE BUYER'S RIGHTS, RESPONSIBILITIES AND OBLIGATIONS UNDER THE CONSERVATION EASEMENTS, INCLUDING ANY REQUIREMENT THAT AFTER THE SALE THE BUYER MUST INFORM THE OWNER OF THE CONSERVATION EASEMENT OF THE SALE OF THE PROPERTY.

A Buyer who receives this notice and copies of the easements on or before entering into a contract of sale for the Property does not have a right to rescind the contract of sale based on the information received from the Seller.

A Buyer who does not receive this notice and copies of the easements on or before entering into a contract of sale for the Property, on written notice to the Seller or Seller's Agent:

1. Has the unconditional right to rescind the contract at any time before, or within 5 days after, receipt of the notice and copies of the easement; and
2. Is entitled to the immediate return of any deposits made in accordance with the contract.

Within 30 calendar days after settlement, the Buyer shall notify the owner of a Conservation Easement of the sale of the Property. The notification shall include, to the extent reasonably available:

1. The name and address of the Buyer;
2. The name of the Seller;
3. The address of the Property; and
4. The date of the sale of the Property.

Seller and Buyer shall be entitled to rely upon the conservation easement recorded in the Land Records of the County where the Property is located in satisfaction of the requirements of this Addendum.

*All other terms and conditions of the Contract of Sale remain in full force and effect.*

Robert E. Brubaker 3/15/17  
Buyer Signature Date

Marcia D Watters 8/19/16  
Seller Signature Date  
Marcia D Watters

\_\_\_\_\_  
Buyer Signature Date

James C. Smith 8/19/16  
Seller Signature Date

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RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740  
Phone: 301-373-8302 Fax: (301) 739-0853 Sherry Selfe

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Watters





## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

11850 Indian Ln

Properly Address: Ragerstown, MD 21742-4206

SELLER/LANDLORD REPRESENTS AND WARRANTS, INTENDING THAT SUCH BE RELIED UPON REGARDING THE ABOVE PROPERTY, THAT (SELLER/LANDLORD TO INITIAL APPLICABLE LINE): WOW / JES housing was constructed prior to 1978 OR        /        date of construction is uncertain.

**FEDERAL LEAD WARNING STATEMENT:** A buyer/tenant of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may contain lead-based paint and that exposure to lead from lead-based paint, paint chips or lead paint dust may place young children at risk of developing lead poisoning if not managed properly. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/landlord of any interest in residential real property is required to disclose to the buyer/tenant the presence of known lead-based paint hazards and to provide the buyer/tenant with any information on lead-based paint hazards from risk assessments or inspections in the seller's/landlord's possession. A tenant must receive a federally approved pamphlet on lead poisoning prevention. It is recommended that a buyer conduct a risk assessment or inspection for possible lead-based paint hazards prior to purchase.

## Seller's/Landlord's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (initial (i) or (ii) below):

(i)        /        Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).(ii) WOW / JES Seller/Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (initial (i) or (ii) below):

(i)        /        Seller/Landlord has provided the purchaser/tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).(ii) WOW / JES Seller/Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

## Buyer's/Tenant's Acknowledgment (initial)

(c) RES Buyer/Tenant has received copies of all information listed in section (b)(i) above, if any.(d) RES Buyer/Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Buyer has (initial (i) or (ii) below):

(i)        /        received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or(ii) RES /        waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

(f) SES Agent has informed the Seller/Landlord of the Seller's/Landlord's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Marcia D Watters 8/19/16  
Seller/Landlord Date

Robert E. Brucy Jr 3/15/17  
Buyer/Tenant Date

James C. Sargent II 8/19/16  
Seller/Landlord Date

        
Buyer/Tenant Date

Sherry Sciro 8/19/16  
Seller's/Landlord's Agent Date

        
Buyer's/Tenant's Agent Date



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# MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE

11850 Indian Ln

Property Address: Hagerstown, MD 21742-4206

**MARYLAND LEAD POISONING PREVENTION PROGRAM DISCLOSURE:** Under the Maryland Lead Poisoning Prevention Program (the "Maryland Program"), any leased residential dwelling constructed prior to 1978 is required to be registered with the Maryland Department of the Environment (MDE). Detailed information regarding compliance requirements may be obtained at: <http://www.mde.state.md.us/programs/Land/LeadPoisoningPrevention/Pages/Index.aspx>.

1. Seller hereby discloses that the Property was constructed prior to 1970;

AND

The Property is or is not registered in the Maryland Program (Seller to initial applicable line).

2. If the Property was constructed prior to 1978 and Buyer intends to lease the Property effective immediately following settlement or in the future, Buyer is required to register the Property with the Maryland Department of the Environment within thirty (30) days following the date of settlement or within thirty (30) days following the conversion of the Property to rental property as required by the Maryland Program. Buyer is responsible for full compliance under the Maryland Program, including but not limited to, registration; inspections; lead-paint risk reduction and abatement procedures; payment of all fees, costs and expenses; and the notice requirements to tenants.

3. If the Property is registered under the Maryland Program as indicated above, Seller further discloses to Buyer that an event as defined under the Maryland Program (including, but not limited to, notice of the existence of lead-based paint hazards or notice of elevated blood lead levels from a tenant or state, local or municipal health agency) (Seller to initial applicable line) has or has not occurred, which obligates Seller to perform either the modified or full risk reduction treatment of the Property as required under the Maryland Program. If an event has occurred that obligates Seller to perform either the modified or full risk reduction treatment of the Property, Seller hereby discloses the scope of such treatment as follows:

If such event has occurred, Seller (Seller to initial applicable line) will or will not perform the required treatment prior to transfer of title of the Property to Buyer.

**ACKNOWLEDGEMENT:** Buyer acknowledges by Buyer's initials that Buyer has read and understands the above Paragraphs. REB (BUYER)

**CERTIFICATION OF ACCURACY:** The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller: Marcia D Wattons 8/19/16 Date Buyer: REB 3/15/17 Date

Seller: [Signature] 8/19/16 Date Buyer: \_\_\_\_\_ Date

Seller's Agent: [Signature] 8/19/16 Date Buyer's Agent: \_\_\_\_\_ Date



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# MARYLAND RESIDENTIAL PROPERTY DISCLOSURE AND DISCLAIMER STATEMENT

Property Address: 11050 Indian Ln., Hagerstown, MD 21742-4206

Legal Description: \_\_\_\_\_

## NOTICE TO SELLER AND PURCHASER

Section 10-702 of the Real Property Article, Annotated Code of Maryland, requires the owner of certain residential real property to furnish to the purchaser either (a) a RESIDENTIAL PROPERTY DISCLAIMER STATEMENT stating that the owner is selling the property "as is" and makes no representations or warranties as to the condition of the property or any improvements on the real property, except as otherwise provided in the contract of sale, or in a listing of latent defects; or (b) a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT disclosing defects or other information about the condition of the real property actually known by the owner. Certain transfers of residential property are excluded from this requirement (see the exemptions listed below).

**10-702. EXEMPTIONS.** The following are specifically excluded from the provisions of §10-702:

1. The initial sale of single family residential real property:
  - A. that has never been occupied; or
  - B. for which a certificate of occupancy has been issued within 1 year before the seller and buyer enter into a contract of sale;
2. A transfer that is exempt from the transfer tax under §13-207 of the Tax-Property Article, except land installment contracts of sales under §13-207(a)(11) of the Tax-Property Article and options to purchase real property under §13-207(a)(12) of the Tax-Property Article;
3. A sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure;
4. A sheriff's sale, tax sale, or sale by foreclosure, partition, or by court appointed trustee;
5. A transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust;
6. A transfer of single family residential real property to be converted by the buyer into use other than residential use or to be demolished; or
7. A sale of unimproved real property.

Section 10-702 also requires the owner to disclose information about latent defects in the property that the owner has actual knowledge of. The owner must provide this information even if selling the property "as is." "Latent defects" are defined as: Material defects in real property or an improvement to real property that:

- (1) A purchaser would not reasonably be expected to ascertain or observe by a careful visual inspection of the real property; and
- (2) Would pose a direct threat to the health or safety of:
  - (i) the purchaser; or
  - (ii) an occupant of the real property, including a tenant or invitee of the purchaser.

## MARYLAND RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

**NOTICE TO OWNERS:** Complete and sign this statement only if you elect to disclose defects, including latent defects, or other information about the condition of the property actually known by you; otherwise, sign the Residential Property Disclaimer Statement. You may wish to obtain professional advice or inspections of the property; however, you are not required to undertake or provide any independent investigation or inspection of the property in order to make the disclosure set forth below. The disclosure is based on your personal knowledge of the condition of the property at the time of the signing of this statement.

**NOTICE TO PURCHASERS:** The information provided is the representation of the Owners and is based upon the actual knowledge of Owners as of the date noted. Disclosure by the Owners is not a substitute for an inspection by an independent home inspection company, and you may wish to obtain such an inspection. The information contained in this statement is not a warranty by the Owners as to the condition of the property or of which the Owners have no knowledge or other conditions of which the Owners have no actual knowledge.

How long have you owned the property? 3 1/2 years

Property Systems: Water, Sewage, Heating & Air Conditioning (Answer all that apply)

Water Supply	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Well	<input type="checkbox"/> Other _____
Sewage Disposal	<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Septic System approved for <u>5</u> (if bedrooms) Other Type _____	
Garbage Disposal	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Dishwasher	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Heating	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Electric
Air Conditioning	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>9 yrs</u>
Hot Water	<input checked="" type="checkbox"/> Oil	<input type="checkbox"/> Natural Gas	<input checked="" type="checkbox"/> Heat Pump Age <u>9 yrs</u>
			<input checked="" type="checkbox"/> Electric Capacity <u>7</u> Age <u>2 yrs</u>
			<input checked="" type="checkbox"/> thermostat controls <u>wood</u> heat

Please indicate your actual knowledge with respect to the following:

1. Foundation: Any settlement or other problems? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

2. Basement: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_

3. Roof: Any leaks or evidence of moisture? ☐ Yes ☐ No ☐ Unknown  
Type of Roof: \_\_\_\_\_ Age: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Is there any existing fire retardant treated plywood? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

4. Other Structural Systems, including exterior walls and floors:  
Comments: \_\_\_\_\_  
Any defects (structural or otherwise)? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

5. Plumbing System: Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

6. Heating Systems: Is heat supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_  
Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

7. Air Conditioning System: Is cooling supplied to all finished rooms? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_  
Is the system in operating condition? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_

8. Electric Systems: Are there any problems with electrical fuses, circuit breakers, outlets or wiring?  
☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

8A. Will the smoke alarms provide an alarm in the event of a power outage? ☐ Yes ☐ No  
Are the smoke alarms over 10 years old? ☐ Yes ☐ No  
If the smoke alarms are battery operated, are they sealed, tamper resistant units incorporating a silence/mush button, which use long-life batteries as required in all Maryland Homes by 2018? ☐ Yes ☐ No  
Comments: \_\_\_\_\_

9. Septic Systems: Is the septic system functioning properly? ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
When was the system last pumped? Date: \_\_\_\_\_  
Comments: \_\_\_\_\_

10. Water Supply: Any problem with water supply? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_  
Home water treatment system: ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_  
Fire sprinkler system: ☐ Yes ☐ No ☐ Unknown ☐ Does Not Apply  
Comments: \_\_\_\_\_  
Are the systems in operating condition? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_

11. Insulation:  
In exterior walls? ☐ Yes ☐ No ☐ Unknown  
In ceiling/attic? ☐ Yes ☐ No ☐ Unknown  
In any other areas? ☐ Yes ☐ No ☐ Unknown  
Where? \_\_\_\_\_  
Comments: \_\_\_\_\_

12. Exterior Drainage: Does water stand on the property for more than 24 hours after a heavy rain?  
☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_  
Are gutters and downspouts in good repair? ☐ Yes ☐ No ☐ Unknown  
Comments: \_\_\_\_\_



13. Wood-destroying insects: Any infestation and/or prior damage? ☐ Yes ☐ No ☐ Unknown

Comments: \_\_\_\_\_

Any treatments or repairs? ☐ Yes ☐ No ☐ Unknown  
Any warranties? ☐ Yes ☐ No ☐ Unknown

Comments: \_\_\_\_\_

14. Are there any hazardous or regulated materials (including, but not limited to, licensed landfills, asbestos, radon gas, lead-based paint, underground storage tanks, or other contamination) on the property? ☐ Yes ☐ No ☐ Unknown  
If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

15. If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, is a carbon monoxide alarm installed in the property?

☐ Yes ☐ No ☐ Unknown

Comments: \_\_\_\_\_

16. Are there any zoning violations, nonconforming uses, violation of building restrictions or setback requirements or any recorded or unrecorded easement, except for utilities, on or affecting the property? ☐ Yes ☐ No ☐ Unknown  
If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

16A. If you or a contractor have made improvements to the property, were the required permits pulled from the county or local permitting office? ☐ Yes ☐ No ☐ Does Not Apply ☐ Unknown

Comments: \_\_\_\_\_

17. Is the property located in a flood zone, conservation area, wetland area, Chesapeake Bay critical area or Designated Historic District? ☐ Yes ☐ No ☐ Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

18. Is the property subject to any restriction imposed by a Home Owners Association or any other type of community association? ☐ Yes ☐ No ☐ Unknown If yes, specify below \_\_\_\_\_

Comments: \_\_\_\_\_

19. Are there any other material defects, including latent defects, affecting the physical condition of the property?

☐ Yes ☐ No ☐ Unknown

Comments: \_\_\_\_\_

NOTE: Owner(s) may wish to disclose the condition of other buildings on the property on a separate RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

The owner(s) acknowledge having carefully examined this statement, including any comments, and verify that it is complete and accurate as of the date signed. The owner(s) further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Owner Marcia D. Waters Date \_\_\_\_\_

Owner James C. Smith Date \_\_\_\_\_

The purchaser(s) acknowledge receipt of a copy of this disclosure statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser Robert E. Barlowe Date 3/15/12

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

## MARYLAND RESIDENTIAL PROPERTY DISCLAIMER STATEMENT

NOTICE TO OWNER(S): Sign this statement only if you elect to sell the property without representations and warranties as to its condition, except as otherwise provided in the contract of sale and in the listing of latent defects set forth below; otherwise, complete and sign the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT.

Except for the latent defects listed below, the undersigned owner(s) of the real property make no representations or warranties as to the condition of the real property or any improvements thereon, and the purchaser will be receiving the real property "as is" with all defects, including latent defects, which may exist, except as otherwise provided in the real estate contract of sale. The owner(s) acknowledge having carefully examined this statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

The owner(s) has actual knowledge of the following latent defects: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Owner *Wendell* Date 8/19/16

Owner *James C. Smith* Date 8/19/16

The purchaser(s) acknowledge receipt of a copy of this disclaimer statement and further acknowledge that they have been informed of their rights and obligations under §10-702 of the Maryland Real Property Article.

Purchaser *Robert E. Brubaker* Date 3/15/17

Purchaser \_\_\_\_\_ Date \_\_\_\_\_





**NOTICE TO BUYER AND SELLER OF BUYER'S RIGHTS AND SELLER'S OBLIGATIONS UNDER MARYLAND'S SINGLE FAMILY RESIDENTIAL PROPERTY CONDITION DISCLOSURE LAW**

ADDENDUM # \_\_\_\_\_ dated \_\_\_\_\_ to the Contract of Sale  
between Buyer \_\_\_\_\_  
and Seller Marcia D Watters James C Smith for Property  
known as 11050 Indian Ln, Hagerstown, MD 21742-4206

NOTE: This notice does not apply to: (1) the initial sale of single family residential property which has never been occupied, or for which a certificate of occupancy has been issued within one year prior to the date of the Contract; (2) a transfer that is exempt from the transfer tax under Subsection 13-207 of the Tax-Property Article, except land installment contracts of sale under Subsection 13-207(a)(1) of the Tax-Property Article and options to purchase real property under Subsection 13-207(a)(12) of the Tax-Property Article; (3) a sale by a lender or an affiliate or subsidiary of a lender that acquired the real property by foreclosure or deed in lieu of foreclosure; (4) a sheriff's sale, tax sale, or sale by foreclosure, partition or by court appointed trustee; (5) a transfer by a fiduciary in the course of the administration of a decedent's estate, guardianship, conservatorship, or trust; (6) a transfer of single family residential real property to be converted by the buyer into a use other than residential use or to be demolished; or (7) a sale of unimproved real property.

Section 10-702 of the Real Property Article of the Annotated Code of Maryland ("Section 10-702") requires that a seller of a single family residential property ("the property") deliver to each buyer, on or before entering into a contract of sale, on a form published and prepared by the Maryland Real Estate Commission, EITHER:

(A) A written property condition disclosure statement listing all defects including latent defects, or information of which the seller has actual knowledge in relation to the following:

- (i) Water and sewer systems, including the source of household water, water treatment systems, and sprinkler systems;
- (ii) Insulation;
- (iii) Structural systems, including the roof, walls, floors, foundation and any basement;
- (iv) Plumbing, electrical, heating, and air conditioning systems;
- (v) Infestation of wood-destroying insects;
- (vi) Land use matters;
- (vii) Hazardous or regulated materials, including asbestos, lead-based paint, radon, underground storage tanks, and licensed landfills;
- (viii) Any other material defects, including latent defects, of which the seller has actual knowledge;
- (ix) Whether the required permits were obtained for any improvements made to the property;
- (x) Whether the smoke alarms:
  - 1. will provide an alarm in the event of a power outage;
  - 2. are over 10 years old; and
  - 3. If battery operated, are sealed, tamper resistant units incorporating a silence/hush button and use long-life batteries as required in all Maryland homes by 2018; and
- (xi) If the property relies on the combustion of a fossil fuel for heat, ventilation, hot water, or clothes dryer operation, whether a carbon monoxide alarm is installed on the property.

"Latent defects" under Section 10-702 means material defects in real property or an improvement to real property that:

- (i) A buyer would not reasonably be expected to ascertain or observe by a careful visual inspection, and
- (ii) Would pose a threat to the health or safety of the buyer or an occupant of the property, including a tenant or invitee of the buyer;

OR

(B) A written disclaimer statement providing that:

- (i) Except for latent defects of which the seller has actual knowledge, the seller makes no representations or warranties as to the condition of the real property or any improvements on the real property; and
- (ii) The buyer will be receiving the real property "as is," with all defects, including latent defects, that may exist, except as otherwise provided in the contract of sale of the property.



Buyer [Signature]

Seller [Signature]



At the time the disclosure or disclaimer statement is delivered to you ("the buyer"), you are required to date and sign a written acknowledgement of receipt on the disclosure or disclaimer statement which shall be included in or attached to the contract of sale.

Section 10-702 further provides that a buyer who receives the disclosure or disclaimer statement on or before entering into a contract of sale does not have the right to rescind the contract based upon the information contained in the disclosure or disclaimer statement.

You are hereby notified that, in certain circumstances, you have the right to rescind your contract with the seller if the seller fails to deliver to you the written properly condition disclosure or disclaimer statement. Section 10-702 provides that a buyer who does not receive the disclosure or disclaimer statement on or before entering into the contract has the unconditional right, upon written notice to the seller or seller's agent:

- (i) To rescind the contract at any time before the receipt of the disclosure or disclaimer statement or within 5 days following receipt of the disclosure or disclaimer statement; and
- (ii) To the immediate return of any deposits made on account of the contract.

Your right to rescind the contract under Section 10-702 terminates if not exercised before making a written application to a lender for a mortgage loan, if the lender discloses in writing at or before the time application is made that the right to rescind terminates on submission of the application or within 5 days following receipt of a written disclosure from a lender who has received your application for a mortgage loan, if the lender's disclosure states that your right to rescind terminates at the end of that 5 day period.

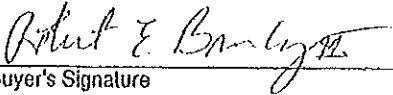

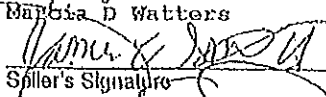

Your rights as a buyer under Section 10-702 may not be waived in the contract and any attempted waiver is void. Your rights as the buyer to terminate the contract under Section 10-702 are waived conclusively if not exercised before:

- (i) Closing or occupancy by you, whichever occurs first, in the event of a sale; or
- (ii) Occupancy, in the event of a lease with option to purchase.

The information contained in the property condition disclosure statement is the representation of the seller and not the representation of the real estate broker or sales person, if any. A disclosure by the seller is not a substitute for an inspection by an independent professional home inspection company. You should consider obtaining such an inspection. The information contained in a disclosure statement by the seller is not a warranty by the seller as to the condition of the property of which condition the seller has no actual knowledge or other condition, including latent defects, of which the seller has no actual knowledge. The seller is not required to undertake or provide an independent investigation or inspection of the property in order to make the disclosures required by Section 10-702. The seller is not liable for an error, inaccuracy or omission in the disclosure statement if the error, inaccuracy or omission was based upon information that was not within the actual knowledge of the seller or was provided to the seller by a third party as specified in Section 10-702(i) or (j).

You may wish to obtain professional advice about the property or obtain an inspection of the property.

The undersigned buyer(s) and seller(s) acknowledge receipt of this notice on the date indicated below and acknowledge that the real estate licensee(s) named below have informed the buyer(s) and the seller(s) of the buyer(s)' rights and the seller(s)' obligations under Section 10-702.

	3/15/17		8/19/16
Buyer's Signature	Date	Seller's Signature	Date
			8/19/16
Buyer's Signature	Date	Seller's Signature	Date
			8/19/16
Agent's Signature	Date	Agent's Signature	Date

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APPENDIX B  
REAL ESTATE TRANSFER DISCLOSURE STATEMENT

THIS REAL ESTATE TRANSFER DISCLOSURE STATEMENT CONCERNS THE REAL PROPERTY LOCATED IN WASHINGTON COUNTY, STATE OF MARYLAND, DESCRIBED AS 11850 Indian Ln. THIS STATEMENT IS A DISCLOSURE OF THE EXISTENCE OF THE RIGHT TO FARM ORDINANCE FOR WASHINGTON COUNTY ("THE ORDINANCE") AS REQUIRED BY THE ORDINANCE.

THE FOLLOWING ARE REPRESENTATIONS MADE BY THE SELLER AND ARE NOT THE REPRESENTATIONS OF THE AGENT(S), IF ANY. THIS INFORMATION IS A DISCLOSURE AND IS NOT INTENDED TO BE PART OF ANY CONTRACT BETWEEN THE BUYER AND SELLER.

WASHINGTON COUNTY ALLOWS AGRICULTURAL OPERATIONS (as defined in the Ordinance) WITHIN THE COUNTY. You may be subject to inconveniences or discomfort arising from such operations, including but not limited to noise, odors, fumes, dust, flies, the operation of machinery of any kind during any 24-hours period (including aircraft), vibration, the storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, and pesticides. Washington County has determined that inconveniences or discomforts associated with such agricultural operations, shall not be considered to be an interference with the reasonable use and enjoyment of land, if such operations are conducted in accordance with Generally Accepted Agricultural Management Practices. Washington County has established a reconciliation board to assist in the resolution of disputes that might arise between persons in this County regarding whether agricultural operations conducted on Agricultural lands are causing an interference with the reasonable use and enjoyment of land or personal well being and whether those operations are being conducted in accordance with Generally Accepted Agricultural Practices. If you have any question concerning this policy or the reconciliation board, please contact the Washington County Planning Department for additional information.

Seller: Marcia D. Watters

Date: 8/19/16

Seller: Bornes C. Smith II

Date: 8/19/16

I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT:

Buyer: Robert E. Bmlyse

Date: 3/15/17

Buyer: \_\_\_\_\_

Date: \_\_\_\_\_

IF YOU DESIRE LEGAL ADVICE CONCERNING THE EFFECT OF THIS DISCLOSURE, PLEASE CONSULT YOUR ATTORNEY.



Authorization and Agreement to Negotiate Contract/Lease  
And Conduct Transaction Electronically



The Contract of Sale/Lease dated \_\_\_\_\_, Address 11850 Indian Ln,  
City Hagerstown, State MD, Zip 21742-4206  
Between Seller/Landlord Marcia D Watters

And Buyer/Tenant \_\_\_\_\_ is  
hereby amended by the incorporation of this Addendum, which shall supersede any provisions to the contrary in the Contract or Lease.

In accordance with the Uniform Electronic Transactions Act ("UETA") and the Electronic Signatures in Global and National Commerce Act, or "E-Sign" ("The Act"), and other applicable state or local legislation regarding Electronic Signatures and Transactions, the undersigned do hereby expressly authorize and agree to the use of electronic signatures ("E-Sigs") as an additional method of signing and/or initialing this Contract/Lease.

In the event a third party to the transaction completed by this Contract or Lease (Lender, Title, Insurer, Hazard Insurance Company, etc.) requires that the Agreement be executed with handwritten signature(s), the parties mutually agree to re-execute the documents comprising the Contract or Lease with handwritten signatures in a timely manner. The Buyer and Seller are advised to confirm the acceptance of the use of E-Sigs with third parties in advance.

In order to assure the authenticity of their electronic signatures, to demonstrate the parties intent, and to provide for auditable proof of the signature(s) to assure non-repudiation, the parties hereby agree that either party may sign electronically by utilizing the following Digital Signature Service:

Doc U Sign

Marcia D Watters  
Seller's Signature/Date  
Marcia D Watters

Robert E. Bantley III 3/13/17  
Buyer's Signature/Date

James C. Smith II 8-14-16  
Seller's Signature/Date  
James C. Smith II

Buyer's Signature/Date



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RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740  
Phone: 301-573-8302 Fax: (301) 739-0853 Sherry Seire

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Watters



## GENERAL ADDENDUM A

Special provisions attached to and hereby made a part thereof, the Contract dated \_\_\_\_

on Lot \_\_\_\_\_, Block \_\_\_\_\_, Subdivision \_\_\_\_\_

11850 Indian Ln, Hagerstown, MP 21742-4206

located in \_\_\_\_\_ Washington \_\_\_\_\_ County, Maryland between

(Purchasers) \_\_\_\_\_

and (Sellers) \_\_\_\_\_ Marcia D Watters, James C Smith II \_\_\_\_\_

### TITLE DEFECTS

If Seller shall be unable to convey and assign a good and merchantable title to the real property because of some title defect, or shall be unable to convey said real property free and clear of all liens and encumbrances at the time of settlement, the sole obligation of the Seller shall be to refund to Buyer any sums paid as a deposit, and this Contract shall cease and terminate. Seller shall not be required to take any action to render title merchantable. Buyer may, nevertheless, accept such title as Seller may be able to transfer or convey, without reduction of the purchase price or any allowance against the same and without any other liability on Seller. The acceptance of a deed to the real property by Buyer shall be deemed full performance by Seller of all obligations hereunder.

### RISK OF LOSS/INSURANCE

The property is to be held at the risk of the Seller until possession has been given to Buyer; it is also understood and agreed that the Seller shall immediately have all of the insurance policies on the property so endorsed as to continue said insurance in force in accordance with this Contract. "Possession" shall be defined as acceptance of deed by Buyer at settlement.

### LAND LEASE AGREEMENT

A portion of the real property is subject to a Land Lease Agreement dated March 16, 2011, by and between the Seller and Celco Partnership d/b/a Verizon Wireless. Upon settlement, all of Seller's rights and obligations under the terms of the Land Lease Agreement shall inure to the benefit of Buyer. Seller shall take any and all steps necessary to assign its rights under the Land Lease Agreement to Buyer. Seller shall assist Buyer in any questions regarding the Agreement and/or procedures and practices relating to it. Buyer recognizes that Celco has a right of first refusal under the Land Lease Agreement.

### EFFECTIVE DATE

This Agreement is contingent upon approval of the same by the Buyer's Board and said approval becoming legally effective.

*To the extent that there is a conflict between these General Addendum provisions and any other provision of the Contract, the General Addendum provision(s) shall control.*


Seller Marcia D Watters

 3/16/17

Seller James C Smith II

 3/16/17

Purchaser City of Hagerstown

 3/15/17

BY: Robert E. Bruchey, II, Mayor

Date

Date FORM #1320

7/05

RE/MAX Achievers, 222 E. Oak Ridge Drive, Suite 2000 Hagerstown, MD 21740

Phone: 301-573-8302

Fax: (301) 739-0853

Sherry Scire

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Walters