

Mayor and Council Special Session (36th Voting Session, Work Session, and Executive Session March 15, 2022 Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

“Don’t dwell on what went wrong. Instead, focus on what to do next. Spend your energy moving forward together towards an answer.” - *Denis Waitley*

EXECUTIVE SESSION

2:30 PM 1. The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

2:30 PM 2. Executive Session Agenda

4:00 PM SPECIAL SESSION

4:00 PM 1. Approval of Contract: Demolition of Municipal Stadium

4:00 PM WORK SESSION

4:05 PM 1. Preliminary Agenda Review

4:15 PM 2. 2022 Summer Camp Grant Program - *Eric Deike, Director of Public Works*

4:25 PM 3. Juneteenth Federal Holiday - *Don Francis, Director of Human Resources*

4:30 PM 4. Maryland Stadium Authority - Land Transfer Request and Memorandum of Understanding - *Rodney Tissue, City Engineer*

4:55 PM 5. Appalachian Regional Commission Funding Requests for FY 2023 - *Megan Flick, Planner*

5:05 PM 6. Review of Annexation Agreement for 55 Oak Ridge Drive - *Kathleen Maher, Director of Planning and Code Administration*

5:20 PM 7. Recommendation for New City Farmer's Market at University Plaza - *Cathleen Miller, Farmer's Market Coordinator; and Chris Siemerling, Economic Development Specialist*

5:35 PM 8. Department of Community and Economic Development Staff Position - *Jill Thompson, Director of Community and Economic Development*

5:45 PM 9. FY22 Axon Contract Renewal - *Police Chief Paul "Joey" Kifer*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Executive Session Agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

March_15__2022_Executive_Session.pdf

Description

Executive Session Agenda



EXECUTIVE SESSION

MAYOR & CITY COUNCIL

MARCH 15, 2022

AGENDA

2:30 p.m. EXECUTIVE SESSION

1. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (# 4)
**Business proposal*
2. To consider the investment of public funds; (# 5)
**Rehabilitation program*
3. To consult with counsel to obtain legal advice; (# 7)
**Review of contract and potential legal action*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: March 15, 2022

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 2:30 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE:** **Section 3-305(b) :**

1. To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☒ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☒ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

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

Topic:

Approval of Contract: Demolition of Municipal Stadium

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Motion_-_Demolition_of_Municipal_Stadium.pdf

Description

Motion - Demolition of
Municipal Stadium

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: March 15, 2022

TOPIC: Approval of a Contract: Demolition of Municipal Stadium

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

MOTION: I hereby move for the approval of a contract with Adam's Demolition of Hagerstown, MD in the amount of \$60,000.00 for the demolition of Municipal Stadium. I further authorize an additional \$25,000.00 for contingencies.

DATE OF PASSAGE: 3/15/2022

DRAFT



PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: March 22, 2022 Special Session Date: N/A

Originating Department: Engineering Department Division (if applicable): N/A

Department Director or Manager: Rodney Tissue

Account/Project Name: Demolition of Municipal Stadium

Account No: _____ CIP Control No. 044 C0041

Budget Amount: \$ 0 Account Balance: \$ 0 Unbudgeted Amount: \$ <85,000>

Fiscal Year: FY22 Source of Funds: FY22 Corporate Personal Property Tax & Sale of Seats

Quantity	Description	Value
1	Demolition of all buildings, pavilions, walls, fences, grandstand and capping utilities	\$ 60,000.00
1	Contingency for unforeseen conditions & water usage for dust control	\$ 25,000.00
	NOTES:	
	*Parking lot, concourse, pavement and concrete slabs will remain	
	*Parks Division staff salvaging numerous items	
	*Field will remain but will not be maintained	
	* Orange seats will be auctioned	
TOTAL VALUE OF PROJECT		\$ 85,000.00

ABOVE TO BE USED FOR: In anticipation of the Field House construction, removal of all structures on site, per City Council's direction. See attached "Demolition Plan" for details. Work will take place mid-April thru mid-June.

RECOMMENDED VENDOR: Business Name: Adam's Demolition
Business Address: 19106 Black Maple Way
City/State/Zip: Hagerstown, MD 21742

Bid/Proposal/Quote No.: 22-D-05 Sole Source? Yes X No

OTHER VENDORS		
Firm	City/State	Total Amount
Allegany Wrecking & Salvage, LLC	Maugansville, MD	\$170,000.00
FR Beinke Wrecking	Swedesboro, NJ	\$234,800.00
Demolition Services	Culpepper, VA	\$247,323.00
Gray and Son	Timonium, MD	\$276,900.00
Berg Demolition	Baltimore, MD	\$286,780.00
Ritter & Paratore Contracting, Inc.	Utica, NY	\$395,400.00
5 Other bidders over \$400,000.00		

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STRATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
	NEIGHBORHOODS REVITALIZATION & SUSTAINABILITY	The citizens of Hagerstown will experience a high quality of life.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
	ECONOMIC DEVELOPMENT	The City of Hagerstown will continue to grow a diverse, business-friendly economy that supports the community's needs.
	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
	FISCAL ACCOUNTABILITY	The City of Hagerstown will strive for continuous improvement of fiscal responsible decision making.
	PARKS & RECREATION FOR ACTIVE/HEALTHY LIVING	The City of Hagerstown supports a culturally vibrant community.
	INNOVATIVE/PROGRESSIVE GOVERNMENT	The City of Hagerstown is committed to employee development, excellence in services, and adapting to meet the needs of the community and organization.
	COMMUNITY PROMOTION/PRIDE	The City of Hagerstown will improve our community image.
X	ECONOMIC DEVELOPMENT THROUGH SPORTS AND TOURISM	The City of Hagerstown will be creative and diversify opportunities for economic development through non-traditional means.
	MISC. PROJECTS, GOALS AND LEGISLATIVE PRIORITIES	The City of Hagerstown takes a creative approach at finding solutions.

REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS Recommend award to Adam's Demolition of Hagerstown, MD in the amount of \$60,000.
Recommend a contingency of \$25,000 for unforeseen issues and water usage.

Signature / Date

RTI

3/10/2022

Signature / Date

(2) Purchasing Agent

COMMENTS

Recommend approval.

Jason L. Miller 3/11/2022

Signature / Date

(3) Chief Financial Officer

COMMENTS *Recommend approve. Adequate funding exists as a result of increased FY22 Personal Property tax revenue that will be transferred to cover this additional capital costs.*

Michelle Dyer 3/10/22

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

March_22__2022_Preliminary_Agenda.pdf

Description

Preliminary Agenda - March
22, 2022



**MAYOR AND COUNCIL
REGULAR SESSION (37TH VOTING SESSION)
MARCH 22, 2022
AGENDA**

“The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

“The City of Hagerstown shall be a community focused municipality.”

Preliminary Agenda

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

7:00 p.m. REGULAR SESSION – Council Chamber, 2nd floor, City Hall

I. CALL TO ORDER - Mayor Emily Keller

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective December 15, 2020*
- 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 5, 2022 – Work Session at 4:00 p.m.
 - 2. Tuesday, April 12, 2022 – Work Session at 4:00 p.m.
 - 3. Tuesday, April 19, 2022 – Work Session at 4:00 p.m.
 - 4. Tuesday, April 26, 2022 – Regular Session at 7:00 p.m.

V. GUESTS

Proclamation: Transgender Day of Visibility

VI. CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, March 22, 2022. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. PUBLIC HEARING

Local Conversion District Overlay – 4 Cypress Street, Eklund Family, LLC

VIII. MINUTES

February 1, 2022, February 8, 2022, February 10, 2022, February 15, 2022, and February 22, 2022

IX. CONSENT AGENDA

A. Engineering:

1. FY 2023 and FY 2024 Pavement Preservation Lists

B. Information Technology:

1. Duo-Two Factor Authentication Software – SHI (Somerset, NJ) \$ 22,675.00
2. Copier Lease Renewal – Doing Better Business, Inc. (Hagerstown, MD) \$ 233,120.00

C. Public Works:

1. Sweeper Shed Pole Barns – Myers Building Systems, Inc. (Clear Spring, MD) \$ 73,778.00
2. Concession Services at City Park and Potterfield Pool (Revenue)
 - a. Nena's Curbside Café – City Park Concession Stand - \$ 5,000.00
 - b. Blissful, LLC – Potterfield Pool Concession Stand - \$ 2,500.00

D. Police Department:

1. Axon Body Cameras/Tasers/Training – *pricing information provided after Work Session discussion*

E. Utilities:

1. Light: Linework Services Blanket (Extension #1) – Everhart & Hoover Power Line Construction, Inc. (Hustontown, PA) \$ 150,000.00
2. Water: 2022 F-550 Chassis 4x4 Regular Cab with Dump Bed – Keystone Ford (Chambersburg, PA) \$ 91,950.00
3. Water: Annual Service Contract for Hach Analytical Equipment – Hach Company (Loveland, CO) \$ 17,082.00
4. Wastewater: Digester Feed Pump Upgrade – Komline-Sanderson (Peapack, NJ) \$ 15,148.00

X. UNFINISHED BUSINESS

- ✓ A. Approval of an Ordinance: Amend the City Code by Repealing and Re-enacting Chapter 140, the Land Management Company

XI. NEW BUSINESS

- ✓ A. Introduction of an Ordinance: Quit Claim Hood Street to Maryland Stadium Authority
- ✓ B. Introduction of an Ordinance: Convey Portion of Cultural Trail to the Maryland Stadium Authority
- ✓ C. Approval of a Resolution: Memorandum of Understanding with Maryland Stadium Authority for Cultural Trail
- ✓ D. Approval of a Resolution: 2022 Summer Camp Program
- ✓ E. Approval of a Resolution: Re-Designation Application for the Hagerstown Arts and Entertainment District
- ✓ F. Approval of a Resolution: Annexation Agreement for 55 W. Oak Ridge Drive
- G. Approval of a Resolution: Offer of Dedication for Portion of Edgewood Drive
- H. Approval of a Resolution: Easement Agreement with Potomac Edison for Secondary Electrical Power to a Newly Constructed Single-family Home
- ✓ I. Approval of a City Holiday – Juneteenth (June 19)

**** Please note all times are approximate and subject to change. Meetings are televised and recorded. ****

New Business continued

- ✓ J. Approval to Submit FY2023 ARC Grant
- ✓ K. Approval of Conversion of One Part-time Position to Full-time for Department of Community and Economic Development

XII. CITY ADMINISTRATOR COMMENTS

XIII. MAYOR & COUNCIL COMMENTS

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.

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301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617**

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

Topic:

2022 Summer Camp Grant Program - *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2022_Summer_Camp_Grant_Program_with_attachments.pdf

Description

2022 Summer Camp Grant
Program



CITY OF HAGERSTOWN, MARYLAND

Public Works Department
(301)739-8577 ext 178
March 10, 2022

TO: Scott Nicewarner, City Administrator

From: Eric B. Deike, Director Public Works *EBD*

RE: **2022 Summer Camp Grant Program**

MAYOR AND COUNCIL ACTION REQUESTED

Approve the funding amounts for the agencies listed below for the Summer Camp Program.

DISCUSSION

For over 25 years, the City has funded local agencies to provide recreation services for children of our community by providing summer play camps. In February 2021, the City Council approved a new process for awarding the grant funds. Potential camp organizations were contacted to submit their applications for review.

Staff reviewed the five (5) agency proposals and ranked them based on the new policy. The table below summarizes their requests and staff recommendations.

Agency	Location	# Served Per Day	Camp Times	Ages of Children	Dates of Programs	2022 Requested Funds	Staff Recommended Funding Level
Hagerstown YMCA	Pangborn Park and Staley Park	90	9:00am-3:00 pm	6-12	6/13-8/5 M-F	\$22,000	\$18,000
Boys & Girls Club	Various Field Trips	160+	8:30am-4:30pm	6-18	6/27-8/12 M-F	\$15,000	\$14,000
R W Johnson Community Center	Wheaton Park and Various Field Trips	60	8:30am-4:00pm	6-12	6/20-8/19 M-F	\$15,000	\$15,000
Girls, Inc.	Staley Park and Pangborn Park	80	7:30am-5:00pm	6-12	6/20-8/6 M-F	\$20,000	\$18,000
Beacon House	Hager Park	45	11hrs per day	2-15	6/13-8/28 M-F	\$12,500	\$10,000
TOTALS						\$84,500	\$75,000

FINANCIAL IMPACT

Funding for the camp is provided in the operating budget of the Recreation Division of Public Works. In the FY22 budget and the proposed FY23 budget, \$75,000 is earmarked for summer camps. This is a significant part of the Recreation Division budget and this program represents about 24% of all recreation dollars spent by the city.

RECOMMENDATION

Individual contracts will be developed for each agency based on their specific needs and requested funding. A sample of one of these contracts is attached for your review.

Att: Approved policy
Sample contract

C: Mark Haddock
Amy Riley
Cathy Beach
Andrea Rueckerl

Policy Title: Summer Camp Grant Program

Policy and Procedure Number: PR-103

Mayor and Council Approval Date: February 23, 2021

Program Overview:

Summer camps are a great opportunity for kids to build life skills. Since the early 1990's, the purpose of the Hagerstown Summer Camp Grant Program ("Program") is to enroll children in summer camp where they can have a fun, safe and rewarding experience. The mission of the Program is as follows:

Provide a safe, fun, supportive environment in which campers explore new, challenging and educational experiences, learn from positive role models, and have the opportunity to develop social, emotional and physical skills.

Eligible camps must offer interesting, safe and engaging activities and educational opportunities.

Grants are intended to support the quality and affordability of licensed camps and provide access to those families most in need of the support. Funds are to be used for programming and not for capital expenditures.

Grant funds distributed will not exceed the amount in the City's Recreation Division annual budget. The City Attorney will develop contracts with the agencies for approval by City Council each year. This is a reimbursement program, and agencies must bill the City upon completion of the camp.

Eligibility:

In order to be eligible for a grant under the Program, summer camps must be operated by non-profit community-based organization registered as exempt from Federal Income Tax under Internal Revenue Service Code Section 501(c)(3). In addition, all organizations applying for funds must serve low to moderate-income areas located specifically and exclusively within Hagerstown city limits and must be licensed by the Maryland Department of Health.

Recipients of Grants must agree to use a portion of the funds awarded to provide camp scholarships to cover a portion or all of the cost of a summer camp experience.

Applicants may request a maximum of \$250 per child per session to cover the cost of a summer camp experience. Only one application per organization may be submitted.

Application Procedures:

To apply for funding under the Program, please submit a PDF of all required documents as an attachment:

1. **Cover Letter:** A one-page cover sheet including the following information: - Name, address, e-mail address, and telephone number of the organization. Include the executive director/CEO, contact person (if different) and a very brief description of proposed camp and the amount of funding requested.

2. **Narrative:** In no more than two typed pages, address the following:
- Description of the organization: mission, history, and goals of the camp.
 - Description of the camp including location, park to be used, number of campers, camp hours, programs offered, budget, matching funds and schedule.
 - Applicable information to address the "Selection Criteria" below
 - Organizational Attachments: Please attach the following items:
 - IRS 501(c)(3) determination letter
 - The most recent audited financial statement
 - Maryland Department of Health license

Selection Criteria:

Proposals will be evaluated based on the following criteria, listed by priority:

- (1) The applicant organization must demonstrate strong community support, organizational commitment and the current management team must demonstrate previous experience and ability to operate the camp;
- (2) Utilize a park or parks owned by the City of Hagerstown;
- (3) Methods to recruit City-resident children. Camps must be located in low and moderate-income neighborhoods to be considered;
- (4) The proposal should clearly state how many individual youth will be attending the proposed camp. Submit a full budget based upon realistic costs and a total request amount (based on no more than \$250 per camper per session). Requiring a *minimal* payment (\$10 per week or more) by each camper will strengthen the proposal;
- (5) Provide diverse activities including: sports, recreation, (such as hiking, swimming at Potterfield Pool, etc.), educational (STEM, literacy training) and field trip opportunities;
- (6) Program must run for a minimum of seven (7) full weeks (during the months of June-August), operate Monday thru Friday, for at least six (6) hours per weekday; and
- (7) Provide written plan of security and safety of play.

City staff will review the proposals and submit a recommendation to City Council for approval. Staff will recommend that the proposal receiving the highest score (based on the selection criteria above) will be funded first; second highest score funded second; and so on until the annual budget is exhausted.

The City reserves the right to direct deviation from or make edits to this policy in whole or in part at any time.

Approved By:



Rodney Tissue, Director

FEB 24, 2021

Date

SUMMER CAMP GRANT PROGRAM
PROPOSAL EVALUATION MATRIX

CRITERIA FOR RANKING: (Rank 0 to 10, with 10 Highest, then multiply by weighting)

FIRM	ORGANIZATION'S QUALIFICATIONS & RELATED EXPERIENCE (Weight = 6)	UTILIZE PARKS OF THE CITY (Weight = 5)	RECRUITING AND SERVING LOW/MOD YOUTH (Weight = 4)	BUDGET PROPOSAL (Weight = 4)	DIVERSITY OF PROGRAM ACTIVITIES (Weight = 3)	PROVIDES ALL INFORMATION REQUESTED BY CITY POLICY (Weight = 2)	TOTAL WEIGHTED SCORE

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: March 22, 2022

TOPIC: **APPROVAL OF A RESOLUTION: 2022 Summer Camp Program**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a Resolution to authorize the execution of contracts with the Hagerstown YMCA, Boys and Girls Club, R W Johnson Community Center, Girls, Inc., and Beacon House to operate summer play camps for the 2022 season. Funding amounts for each camp shall be per the "staff recommended funding levels" in the attached March 10, 2022 memo. Funding is from the Recreation Division operating budget.

DATE OF INTRODUCTION:	MARCH 22, 2022
DATE OF PASSAGE:	MARCH 22, 2022
EFFECTIVE DATE:	MARCH 22, 2022

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR THE
PROVISION OF SUMMER CAMP PROGRAMMING BETWEEN
THE CITY OF HAGERSTOWN AND FIVE AGENCIES**

RECITALS

WHEREAS, The City of Hagerstown, Maryland has previously provided funding for certain summer play camp activities held within the corporate limits of the City of Hagerstown; and

WHEREAS, Five agencies have requested the opportunity to conduct summer play camp operations during the 2022 summer season at Pangborn Park, Hager Park, Wheaton Park, and Staley Park; and

WHEREAS, On February 23, 2021, the City Council adopted a Policy "PR-103" for the eligibility and criteria for the disbursement of City funds for summer camps and staff followed procedures outlined to develop a recommended funding level, and

WHEREAS, The Mayor and Council find it to be in the best interests of the citizens of the City of Hagerstown to fund five camps;

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

1. That the aforementioned recitals are incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Contract for The Provision Of Summer Camp Programming Between the City of Hagerstown and the Hagerstown YMCA, Boys and Girls Club, R W Johnson Community Center, Girls, Inc., and Beacon House, a copy of which is attached hereto and incorporated herein by reference.
3. Funding levels shall be per the attached memo attached March 10, 2022 staff memo; and
4. That the Mayor be and is hereby authorized to execute and deliver any other documentation necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

Emily N. Keller, Mayor

Date of Introduction: March 22, 2022
Date of Passage: March 22, 2022
Effective Date: March 22, 2022

PREPARED BY:
Salvatore & Morton, LLC, City Attorney

**CONTRACT
FOR THE PROVISION OF
Summer Camp Programming**

Between

THE CITY OF HAGERSTOWN

AND

THE HAGERSTOWN YMCA

THIS AGREEMENT is made as of this _____ day of _____, 2022, by and between the City of Hagerstown, and The Hagerstown YMCA hereinafter "Contractor".

1. **Work Effort.** Contractor hereby agrees to provide the services described and defined in the program proposal submitted by Contractor which is attached hereto and incorporated herein by reference.
2. **Purpose of Contract.** The purpose of this Contract is to provide two (2) summer play camp sites at Staley Park and Pangborn Park. The programs will be conducted Monday-Friday, **June 13 – August 5, 2022**. It is proposed that ninety (90) or more children (ages 6-12) will be served on a daily basis. The program fee will be a weekly co-pay of \$25.00, for those that can afford it, and there are scholarship subsidies available.
3. **Contract Period.** This Contract shall commence as of **June 13, 2022, and shall terminate on August 5, 2022**. Any renewal of this Contract is subject to available funding and performance by Contractor satisfactory to the City of Hagerstown.
4. **Compensation and Invoicing.**
 - A. For the provision of services described above, Contractor shall be compensated monthly as specified under Section 5.
 - B. Contractor shall invoice the City of Hagerstown on a monthly basis for work satisfactorily completed and costs actually incurred. Each invoice must include a description of the number of participants receiving services, and the services performed and costs incurred on a daily or "fee for service" type basis, for the period covered by the invoice. Contractor's invoices shall be sent to: City of Hagerstown, Parks & Recreation Division, 351 N. Cleveland Ave., Hagerstown, MD 21740, will be reviewed and verified for work accomplished as set forth in the statement of work and when certified as acceptable, will be forwarded to the Accounting Department for payment.
 - C. In the event of dispute, the City of Hagerstown reserves the right to withhold payment of the disputed amount until such time as the dispute is resolved, the deficient work corrected, or settlement is achieved through other means.

5. **Consideration, Payment, and Performance:**

- A. Billing. Contractor shall bill monthly based upon the actual expenditures incurred during the preceding month in accordance with the approved expenditures set forth in the Budget. All Summer Camp programming forms prepared by the City of Hagerstown must be completed by the Contractor in accordance with the required information and accompany the monthly invoices. Monthly invoices must be received by the City of Hagerstown, Parks & Recreation Division, by the 10th day of the month following the month for which the invoice is submitted. The Contractor may receive, upon request, an initial drawdown in an amount not to exceed 5% of the funding award, which shall be applied against monthly invoices. Once invoices of actual expenditures exceed the initial drawdown, payments will be made. The maximum sum which Contractor may receive under this Contract for both sites is **\$18,000.00**, the total sum of the funding award.
- B. Payment to Contractor. Payment to the Contractor pursuant to this Contract in excess of any drawdown shall be due and payable within thirty (30) days after receipt by the City of Hagerstown of a proper invoice from the Contractor.
- C. Unauthorized Expenditures. Contractor's unauthorized expenditures shall be the sole and exclusive responsibility of the Contractor. Unauthorized expenditures include but are not necessarily limited to:
- 1) those which cause total expenditures to exceed the amount of the approved budget;
 - 2) unbudgeted expenditures;
 - 3) those which differ from the approved budgeted amount; and
 - 4) those which are at variance with an explicit provision of this Contract.
- D. Reconciliation. Reconciliation is a fiscal resolution of the Contract pending audit, usually conducted at the termination of the Contract period and at the end of the City of Hagerstown's fiscal year. Reconciliation is based upon reported expenditures and income, subject to correction by the City of Hagerstown. Reconciliation will be conducted in accordance with the terms of the Contract. Based on the review of the final report, any funds due to the City of Hagerstown or the Contractor are due at the conclusion of the reconciliation. Any funds not expended or appropriately retained within the fiscal year must be refunded to the City of Hagerstown.
- It is understood and agreed that the City of Hagerstown, its officials, agents, servants, and employees, shall not be responsible for the financial records of the Contractor and shall not be liable for any acts or omissions of the Contractor, its subcontractors, agents, or assignees committed in connection therewith.
- E. Audit. The Contractor agrees that the City of Hagerstown and/or its authorized representatives for a period of five (5) years after complete performance or earlier termination of this Contract shall have access to and

the right to audit all documents pertaining to the operation of the Contractor's Summer Camp Program.

6. **Budget Modification.** The Contractor may request a budget modification to reallocate the existing budget at any time prior to the expiration of the Contract. A modification does not affect the amount of the award but may affect the amount available for other services. The Contractor must submit a request to the City of Hagerstown Parks & Recreation Division for budget modification:
- 1) Whenever a change would affect any of the following controlled line items reported on the approved budget:
 - a) total salaries, consultant, and/or fringe costs increased by 5% of the budgeted amount
 - b) equipment increases over the budgeted amount; and
 - c) purchase of service increases over the budgeted amount and/or renovation or remodeling increases over the budgeted amount;
 - 2) Whenever a new estimate of third-party income (including fee collections) is over or under the previous estimate of incomes by 5%; or
 - 3) To purchase additional items or substitute items that were not included in the approved budget.

A request for budget modification must be submitted for approval to the Parks & Recreation Division in writing with supporting documentation.

7. **Program Modifications.** No program changes will be authorized without the written approval of the City of Hagerstown and the Contractor. Properly authorized program modifications will become an addendum to this Contract. The City of Hagerstown hereby designates the Parks Superintendent to approve or disapprove any program modifications pertaining to a change to a personnel position listed on the approved budget, including a salary reduction or increase, a change which affects the project scope such as a change in target population or services to be provided, or a change in the dates of the program duration.
8. **Equipment.** All equipment having an acquisition cost of Five Hundred Dollars (\$500.00) or more per unit and a useful life of more than two (2) years which is purchased with funds received under this Contract ("Capital Equipment"), shall be the property of the City of Hagerstown and shall be conspicuously labeled by Contractor immediately after its purchase as "Property of the City of Hagerstown, Maryland." Within ten (10) days of the termination or expiration of this Contract, including any renewal period, Contractor shall furnish the City of Hagerstown with a written inventory of all Capital Equipment acquired under this Contract. If the City of Hagerstown does not take physical possession of an item of Capital Equipment after the date of termination or expiration of this Contract, including any renewal period, that item of Capital Equipment shall automatically become the property of Contractor at the end of that twelve-month period.

9. **Program Evaluation Contract and Reporting.** The Contractor will be evaluated bi-monthly by the Parks Superintendent. Bi-monthly program reports submitted by the Contractor will be included in the bi-monthly evaluation. Both the Contractor and the Parks & Recreation Division will maintain copies of the evaluation reports.
10. **Meetings.** When requested by the Parks Superintendent, selected Contractor personnel shall attend meetings, conferences and presentations with the City of Hagerstown staff, public agencies, private organizations and others concerned with this project.
11. **Personnel.** Contractor represents that it has or will secure, at its own expense, all personnel needed to perform the services required to be performed by it under this Contract.
12. **Conflict of Interest.**
 - A. No official or employee of the City of Hagerstown, who exercises any functions or responsibilities in reviewing or approving the award or performance of this Contract during his/her tenure or one year thereafter shall have any personal interest, direct or indirect, apart from official duties, in this Contract or the proceeds thereof.
 - B. Contractor covenants that neither it nor any of its employees has any interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract.
13. **Execution of Contract.** This Contract may be executed in several counterparts, each of which shall be deemed to be an original having identical legal effect.
14. **Ownership and Dissemination of Information.** During the term of this Contract and thereafter, Contractor shall not release any information related to the services or performance of the services under this Contract or publish any final reports or documents without the prior written approval of the City of Hagerstown, except as such release is mandated by federal or state law. Any reports, data, studies, or other materials in any form generated by or created in any way from or by the use of funds provided under this Contract shall be the sole and exclusive property of the City of Hagerstown.
15. **Sanctions upon Improper Acts.** If Contractor, or any of its officers, partners, principals, or agents, or if any employee of Contractor acting with Contractor's acquiescence, is convicted of a crime arising out of or in connection with the procurement of this Contract or the services or any payment under it, the Contract may be terminated at the option of the City of Hagerstown. In the event of a conviction occurring after the expiration or termination of this Contract, Contractor shall be liable for the refund of all fees or profit paid under the Contract which is directly related to the criminal conduct.

16. **Miscellaneous Provisions.**

- A. Applicable law. The interpretation, performance, and enforcement of this Contract shall be governed by the law of the State of Maryland.
- B. Amendments and Waivers. This Contract constitutes the entire agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Contract is superseded by this Contract. Any amendment, Program Modifications, or Budget Modifications to this Contract must be made in writing and signed by both parties, subject to any additional approvals required by State law.

No term or conditional provision of this Contract shall be deemed waived and no breach shall be excused by the action or inaction of a party.

- C. Non-Discrimination in Employment. Contractor affirms and agrees that in relation to employment and personnel practices, it does not and shall not discriminate on the basis of race, age, religion, color, national origin, gender, marital status, or physical or mental disability (except for such disability which reasonably precludes the performance of such employment). Contractor will take affirmative action to ensure that employees are hired and treated during employment without regard to said factors.

In addition, Contractor further certifies that it now complies and will continue to comply with all federal, state and local laws and regulations pertaining to equal employment opportunity and equal employment practices.

- D. Contingent Fee Prohibition. Contractor warrants that it has not employed or retained any person, or entity, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, or entity, any fee or any other consideration contingent on the making of this Contract.
- E. Non-Availability of Funding. If the City of Hagerstown fails to provide funds or if funds are not otherwise made available for the performance of this Contract, this Contract shall be cancelled/terminated automatically as of the beginning of the period for which funds are not so provided. The effect of cancellation/termination of this Contract will be to discharge both Contractor and the City of Hagerstown from future performance of the Contract, but not from their rights and obligations existing at the date of termination. Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The City of Hagerstown shall notify Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract.
- F. Termination for Cause. If Contractor fails to perform any of its obligation under this Contract, including timely performance, or otherwise breaches any provision of this Contract, the City of Hagerstown may terminate this Contract upon thirty (30) days prior written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for

termination. The City of Hagerstown shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of such a termination notice.

- G. Retention of Records. Contractor shall retain and maintain all records and documents relating to this contract for five (5) years after final payment by the City of Hagerstown hereunder and shall make them available for inspection at all reasonable times. In addition, where applicable and pursuant to 42 Code of Federal Regulations (CFR), Part 420, Contractor shall retain until the expiration of five (5) years after the services are furnished under this Contract such books, documents, and records as required by those regulations. This provision shall survive the termination of this Contract, by expiration or otherwise.
- H. Compliance with Laws. Contractor hereby represents and warrants that it shall comply with all federal, state and local laws, regulations, policies and ordinances applicable to its activities and obligations under this Contract, including but not limited to the Americans with Disabilities Act of 1990, Public Law 101-336, as amended; and that it shall obtain all licenses, permits, insurance, and government approvals, if any, necessary to the performance of its obligations under this Contract.

Contractor further agrees to comply with all federal, state, and local laws, regulations, policies and ordinances as are applicable subsequent to the termination of this Contract, by expiration or otherwise, including those specifically related to confidentiality of records and information and to retention of records. Contractor understands, acknowledges and agrees that this provision shall survive the termination of this Contract, by expiration and otherwise.

- I. Liability for Lost Data. In the event of loss of any data or records necessary for the performance of this Contract where such loss is due to the error or negligence of Contractor, the Contractor shall be solely responsible for recreating such lost data or records.
- J. Subcontracting/Assignment. Contractor may not subcontract or assign any portion of its services to be provided under this Contract without prior written approval of the City of Hagerstown.
- K. Indemnification/Non-Liability. Contractor shall save and hold harmless and indemnify the City of Hagerstown against any liability and shall pay all judgments rendered against it for any and all loss or damage of whatever kind and nature, and for any suits, actions, or claims of any character arising from or as a consequence of the performance of Contractor under this Contract, up to the amount for which the City of Hagerstown is found liable under the Local Government Tort Claims Act, MD Courts and Judicial Proceedings Code Ann., Sections 5-301, *et. seq.* Contractor shall notify the City of Hagerstown within five (5) days of any claim or suit made or filed against Contractor regarding any matter resulting from or relating to Contractor's obligations or performance under the Contract and, in addition to the other obligations set out in this Article, shall cooperate, assist, and

consult with the City of Hagerstown in the defense or investigation of any claim, suit, or action made or filed against the City of Hagerstown as a result of or relating to Contractor's performance under this Contract.

Contractor shall maintain general liability insurance in a minimum amount of one million dollars per occurrence, two million dollars in the aggregate, naming the City of Hagerstown as an additional insured. Contractor shall also keep in place a commercially reasonable policy of Worker's Compensation Insurance. Contractor shall provide certificates of said insurance to the City of Hagerstown prior to the commencement of this Contract.

- L. Criminal Background Investigation. Contractor shall be responsible for completing criminal background investigations of all staff and volunteers providing service under this Contract, as mandated by law. Contractor shall maintain approved copies of reports of these background investigations in its personnel files and will also be responsible for complying with Family Law Article, 5-560 through 5-568, Annotated Code of Maryland.

In any case where a criminal record is reported, Contractor shall (1) notify the City of Hagerstown by the next work day and (2) take immediate and appropriate action to protect the safety and welfare of the children served hereunder.

- M. Independent Contractor Status. Contractor is an independent contractor and neither Contractor nor its employees, agents, or representatives shall be considered employees, agents or representatives of the City of Hagerstown. Nothing contained in the Contract is intended or should be construed as creating the relationship of co-partners or joint ventures, or an association of the City of Hagerstown and Contractor. From any amount due Contractor, there will be no deductions for federal income tax or FICA payments, nor for any State income tax, nor for any other purposes that are associated with any employer-employee relationship. Payment of federal income tax, FICA, and any State income tax shall be the responsibility of Contractor.

- N. Administration. The Parks Superintendent for the Parks & Recreation Division will serve as Contract Monitor. The Contractor agrees to permit the Contract Monitor to inspect any and all records of children and families pertaining to this Contract.

- O. Data. The Contractor agrees to observe all state and federal laws and regulations as to the disclosure of information and records on children being served. Written permission must be obtained from the City of Hagerstown prior to use or disclosure of such information.

- P. Word Forms. The use of any gender, tense or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

- Q. Paragraph Headings. Any heading utilized is so used for reference and convenience only and is not intended to define or limit the scope of any provision of this Contract nor affect the interpretation thereof.
- R. Party's Authority. The individual(s) executing this Contract on behalf of Contractor hereby covenant and warrant that they are duly authorized to execute and deliver this Contract on behalf of the Contractor. Parks & Recreation is a Division of the City of Hagerstown and serves as its' agent for all purposes under this Contract.
- S. Recognition of Funding from City. Contractor shall acknowledge funding from the City of Hagerstown in all advertising, promotional materials, and signage.

IN WITNESS THEREOF, the parties have caused this Contract to be executed by affixing hereon their respective seals and signatures of the proper officers. It is recognized by and between the parties that it is necessary for the City to pass a Resolution approving the execution of this Agreement and the provisions hereof. In the event that said Resolution should not pass or should not become effective by virtue of a referendum or some other methodology or by operation of law, then in said event, this Agreement is null and void and of no effect. Otherwise, this Agreement shall be effective on the date on which it is passed and becomes legally effective

Attest

City of Hagerstown

Witness

Mayor

Date

Organization Name (Contractor)

Officer Signature

Date

Officer Name (Printed)

Title

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

Topic:

Juneteenth Federal Holiday - *Don Francis, Director of Human Resources*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Juneteenth_MC_Memo.pdf

Description

Memo - Juneteenth



CITY OF HAGERSTOWN, MARYLAND

Don Francis, SHRM-SCP, SPHR, IPMA-SCP
Director of Human Resources
dfrancis@hagerstownmd.org

Date: March 15, 2022

To: Scott Nicewarner, City Administrator

From: Don Francis, Director of Human Resources

Subject: Mayor & Council Approval of Added Juneteenth Holiday (June 19)

In June of 2021, President Biden signed a bill making Juneteenth (June 19) a federal holiday. The law went into effect immediately in 2021. Because the law was signed so late, the City was unable to fully observe Juneteenth last year.

As reported and written by Annie Karni and Luke Broadwater of the NY Times, "This important date commemorates the end of slavery in the United States. Its name stems from June 19, 1865, when Maj. Gen. Gordon Granger in Galveston, Texas, issued General Order No. 3, which announced that in accordance with the Emancipation Proclamation, "all slaves are free." Months later, the 13th Amendment was ratified, abolishing slavery in the final four border states that had not been subjected to President Abraham Lincoln's order".

In preparation for this year's holiday, we have placed Juneteenth in the current annual schedule for City observed holidays in anticipation that you will want to add the holiday to the list of City observed holidays. Juneteenth holiday has already been added to proposals for Union contracts currently in negotiations.

Staff is recommending June 19, Juneteenth, be formally added and approved by the Mayor & Council as a City observed federal holiday. I will be available for the March 15, 2022 work session to provide you with additional information and answer any questions you may have.

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

Topic:

Maryland Stadium Authority - Land Transfer Request and Memorandum of Understanding
- *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Maryland_Stadium_Authority.pdf

Description

Maryland Stadium Authority-
Land Transfer Request and
MOU



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

March 15, 2022

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *RT*

RE: **Maryland Stadium Authority:**

- **Land Transfer Request—Hood Street and Portion of Cultural Trail**
- **MOU to Relocate a Portion of Cultural Trail**

1. **Background:**

In December, I received from the Maryland Stadium Authority (MSA) the following:

- A) A request to convey the following:
 - a portion of the Cultural Trail as shown on the attached exhibit.
 - Hood Street from Baltimore Street to Summit Avenue
- B) A Memorandum of Understanding (MOU) for the conditions of relocating the Cultural Trail between Antietam Street and Baltimore Street.

The purpose of this request is because the Stadium Authority is assembling properties for the construction of the *Hagerstown Multi-Use Sports and Events Facility* (HMSEF) that will begin later this year.

2. **Mayor and Council Action Requested:**

Provide staff input on any comments and take the following actions at the March 22nd Regular Session:

- introduce Ordinance to quit claim Hood Street to MSA,
- introduce Ordinance to convey a portion of the Cultural Trail to MSA,
- approve a Resolution regarding the MOU with MSA.

3. **Public Infrastructure Impact of Proposed Land Conveyance:**

- A) **Hood Street** is a publicly maintained street that was built by the City around 1967. Our research indicates we do NOT own it in fee simple so we recommend a "quit claim" of whatever ownership we have. Our legal counsel indicates we are not entitled to any compensation for this transfer.

Abandonment of this street will have a negligible impact on the street network. The right turn corner radius at Baltimore Street and Summit Avenue should be increased if possible when the HMSEF is constructed.

- B) The portion of the **Cultural Trail** between Baltimore Street and 187 +/- feet south of Antietam Street will be relocated as part of the HMSEF project and an MOU regarding that relocation between the City and MSA is attached.

The Trail was opened in June 2017 and will become the main pedestrian route to the HMSEF from the downtown and also from points south of the HMSEF. Attached is a concept, taken from the MSA's "*Conceptual Design Report*" dated January 2021 that shows the intention of the relocation. The actual design is not available as the MSA has just selected the design/build team.

Some highlights of the MOU include:

- Trail relocation will be part of the HMSEF project, will have similar features as the current Trail and will increase in length by approximately 180 lineal feet.
- The relocated Trail will be subdivided from the HMSEF and conveyed back to the City when the HMSEF is completed.
- MSA will pay all settlement costs
- The existing utilities and public art will be relocated at no cost to the City. The large storm drain will be repaired in place or relocated.
- The Trail will be closed in the area of the HMSEF during construction.
- The MOU was reviewed by our bond counsel as the Trail was funded in part by bonded debt

Staff distributed the request to the various City departments for comment. The Police Department, Fire Department, Public Works, and the Water & Wastewater Divisions had no objection to the request. The Hagerstown Light Department has electric utility facilities and lighting in Hood Street and the Cultural Trail area. These facilities will require relocation/removal but they will agree to the transfer on the condition that MSA will fund the relocation of the facilities and provide any necessary easements.

Various public storm drains are in the proposed conveyance area, including a large (approximately three feet wide by five foot high) brick storm drain that is under the Cultural Trail that we assume will be relocated as part of the HMSEF project.

On January 12, the Planning Commission recommended the transfer with these conditions:

- a. The Trail be continuous around the stadium
- b. The Trail would continue to be available to the public at all times and not closed for most events
- c. The City continue to have ownership of the relocated Trail

Staff will attend the March 15th work session to discuss the matter with the City Council.

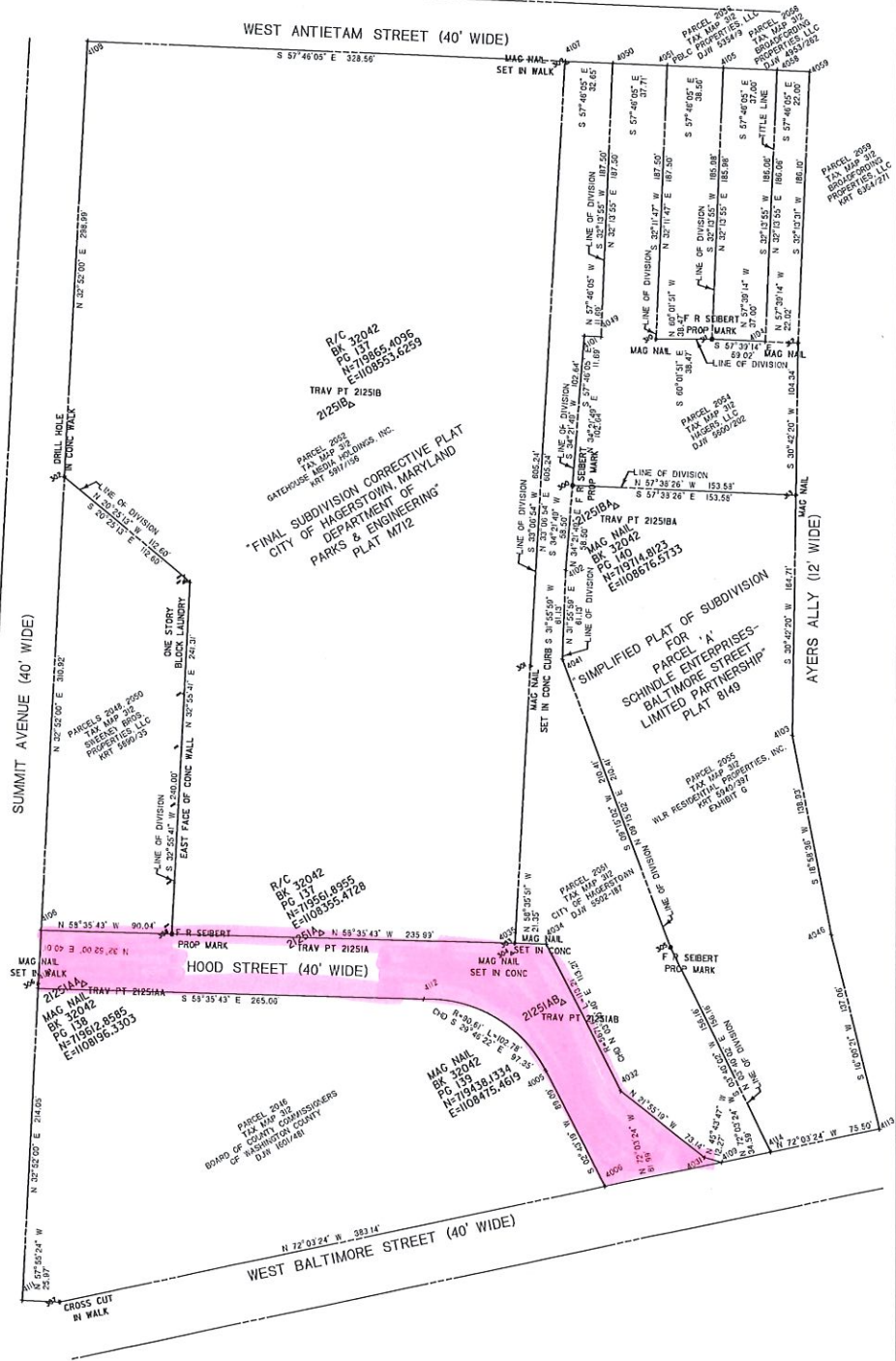
Attachments: Exhibit of Hood Street
MOU
HMSEF concept

Cc: Michelle Hepburn, Jason Morton, Ann Rotz, Jim Bender, Jeff Swan, Al Tyler (MSA)

MARYLAND COORDINATE SYSTEM
NAD 83/91

PARCEL 2048 WAS SET BY HOLDING CROSS CUT 307 AND ROTATING IT TOWARDS A POINT CREATED BY PARALLELING THE HOOD ST. LINE OF DIVISION WITH PARCEL 2052 OVER 40' AND INTERSECTING IT FROM THE LINE OF DIVISION OF PARCELS 2048 AND 2050 LOCATED ON SUMMIT AVE. THE PARCEL S LINES OF DIVISION WERE TWEAKED TO BE CONSISTENT WITH HOOD ST. S 40' WIDTH AND THE BOUNDARY BETWEEN SUMMIT AVE. AND PARCELS 2048, 2050, AND 2052.

CITY OF HAGERSTOWN		
REC'D	FOLIO	
LIBER		
1	N 33°06'54" E	605.24'
2	S 37°46'05" E	32.65'
3	S 33°13'55" W	187.50'
4	N 57°46'05" W	11.69'
5	S 34°21'48" W	102.64'
6	S 34°21'48" W	58.50'
7	S 31°55'59" W	61.13'
8	S 03°15'02" W	210.41'
9	S 03°40'02" W	156.16'
10	N 72°03'24" W	34.59'
11	N 45°43'47" W	12.27'
12	N 21°55'19" W	73.14'
13	R = 5671.63' CHD, N 03°00'40" E	L=113.21' 13.21'
14	N 58°35'51" W	21.35'
PARCEL AREA		
35.056 SQ. FT. OR 0.805 ACRES±		SHOWN THAT:



MEMORANDUM OF UNDERSTANDING

regarding the

**EXCHANGE OF A CERTAIN PARCEL
WITHIN THE HAGERSTOWN CULTURAL TRAIL**

by and between

the

CITY OF HAGERSTOWN

and

the

MARYLAND STADIUM AUTHORITY

Dated as of _____, 202__

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EXHIBITS

EXHIBIT A – Map of Hagerstown Cultural Trail from Baltimore Street to Antietam Street

EXHIBIT B –Map of the Trail Parcel from Hood Street to Antietam Street Depicting the Area to be Conveyed and the Area to be Retained

MEMORANDUM OF UNDERSTANDING
regarding the
EXCHANGE OF A CERTAIN PARCEL
WITHIN THE HAGERSTOWN CULTURAL TRAIL

THIS MEMORANDUM OF UNDERSTANDING (this “**MOU**”) dated as of _____, 202__, is by and between the **CITY OF HAGERSTOWN**, a municipal corporation of the State of Maryland (the “**City**”), and the **MARYLAND STADIUM AUTHORITY**, a body politic and corporate, an instrumentality of the State of Maryland, and a public corporation (“**MSA**”).

WHEREAS, the City is the owner of a certain park known as the Hagerstown Cultural Trail (the “**Trail**”), a map of the Baltimore Street to Antietam Street portion of which is attached hereto as Exhibit A; and

WHEREAS, the Maryland General Assembly enacted “The Hagerstown Multi-Use Sports and Events Facility Act of 2021” (the “**2021 Act**”) as Chapter 353 of the Acts of 2021 and codified in the Economic Development Article (“**ED**”) of the Maryland Annotated Code; and

WHEREAS, subject to the terms and conditions set forth in the 2021 Act, MSA is authorized to acquire any site and to construct the Hagerstown Multi-Use Sports and Events Facility (as defined in the 2021 Act) or any segment thereof (the “**Facility**”); and

WHEREAS, subject to terms approved by the Maryland Board of Public Works, upon completion of the construction of the Facility, MSA shall transfer ownership of the Facility to the Hagerstown-Washington County Industrial Foundation (the “**Foundation**”); and

WHEREAS, MSA needs to acquire a certain portion of the Trail to construct the Facility, which portion lies between Baltimore Street and Antietam Street and is more particularly described and depicted on Exhibit B attached hereto (the “**Trail Parcel**”); and

WHEREAS, in accordance with this MOU, MSA, with the concurrence of the City, shall provide a comparable substitute for the portion of the Trail currently on the Trail Parcel, repair in place or relocate the storm drain and underground electrical distribution and lighting lines located under the Trail Parcel, and, if the storm drain and underground electrical distribution and lighting lines are situated on property owned or acquired by MSA, grant an easement to the City for access to those items;

NOW, THEREFORE, for and in consideration of the Recitals, which shall be deemed a substantive part hereof, the promises and the mutual obligations of the City and MSA, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and MSA, for themselves and their respective successors and assigns, hereby covenant, agree, represent, and warrant as follows:

ARTICLE 1 INTERPRETATIVE PROVISIONS

1.1 Recitals. The foregoing recitals are incorporated herein by reference and made a part of this MOU.

1.2 Defined Terms. Certain terms are defined in the 2021 Act, in the heading and the Explanatory Statement to this MOU, and elsewhere in this MOU. In addition, unless the context or use clearly indicates another or different meaning or intent, the following terms shall have the meanings provided below:

“Applicable Law” means any law, regulation, requirement, or order of any federal, state, or local agency, court, or other governmental body, applicable from time to time.

“Business Day” means a day other than a Saturday, Sunday, or legal holiday in the State of Maryland.

“MSA Bonds” means those taxable and/or tax-exempt bonds issued by MSA as authorized under the 2021 Act including any bonds issued by MSA to refund such bonds. References in this MOU to tax-exempt or taxable MSA Bonds shall be construed to mean the tax status of such MSA Bonds for federal income tax purposes.

“MSA Bond Proceeds” means the proceeds of MSA Bonds.

“MSA Bond Responsibilities” means MSA’s responsibilities to ensure the best and most efficient use of state funding for the Facility with respect to, in connection with, or arising from the issuance, repayment, and/or refunding of MSA Bonds and the use of MSA Bond Proceeds; compliance with the terms and conditions of MSA Bonds, including all obligations owed by MSA to the trustee and/or bondholders of such MSA Bonds; and, if applicable, compliance with all conditions required to maintain the tax-exempt status of the MSA Bonds.

“MSA Bond Trustee” means the “Trustee” under and as defined in the MSA Trust Indenture.

“MSA Trust Indenture” means the trust indenture under which MSA Bonds shall be or have been issued.

“Tax Code” means the Internal Revenue Code of 1986, as amended, and the U.S. Treasury Regulations promulgated thereunder, as amended.

1.3 Rules of Construction.

1.3.1 Unless otherwise defined herein or the context or use clearly indicates another or different meaning or intent, terms defined by the 2021 Act shall have the meanings given by the Act.

1.3.2 Unless the context shall otherwise indicate (a) words importing the singular number include the plural number and vice versa; (b) words importing persons include

any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof; (c) the titles of parts, Articles, and Sections of this MOU are inserted for convenience of reference only and shall not affect the meaning, construction, or effect of any provision of this MOU; and (d) any reference to a particular Article, Section, Exhibit, or Schedule shall be to such Article, Section, Exhibit, or Schedule of or to this MOU.

1.3.3 Whenever the provisions of this MOU call for the performance of any act on or by a date that is not a Business Day, then such performance shall be required on or by the immediately succeeding Business Day.

ARTICLE 2 AGREEMENT TO TRAIL RELOCATION

2.1 Agreement to Convey Trail Parcel. Subject to and conditioned upon the terms of this MOU, the City agrees to convey to MSA the Trail Parcel. A subdivision plat (the “**Subdivision Plat**”) for the Trail Parcel to be transferred in fee simple shall have received final approval from all applicable State, County, and City agencies and be in recordable form at or immediately prior to the First Closing Date (as defined in Section 4.1). The City shall be responsible for preparing and securing all approvals of the Subdivision Plat, and MSA shall cooperate to the extent necessary to effect the Subdivision.

2.2 Access to the Trail Parcel. The City agrees that from the date that this MOU is executed by the parties, MSA’s officers, employees, attorneys, contractors, subcontractors, and duly authorized agents shall have the right and privilege of entering upon and using the Trail Parcel for all lawful purposes in connection with this MOU, including, without limitation, surveying and testing (including destructive testing). At any time MSA’s contractors, subcontractors, and duly authorized agents enter upon the Trail Parcel, MSA shall require those contractors, subcontractors, and duly authorized agents to maintain insurance coverage that is commercially reasonable in type and amount, naming the City as an additional insured. MSA shall undertake any examinations, verifications, and studies at MSA’s own risk. To the fullest extent possible, the Trail Parcel shall remain open to the public prior to commencement of construction. At no time shall MSA demolish or damage any of the artwork or installations on or along the Trail Parcel. MSA shall ensure that any destructive testing, demolition, or other work be done in a manner that ensures all artwork and installations remain intact and free of damage.

2.3 MSA shall provide the City with thirty-day (30) advance notice of the commencement of construction (“Notice Period”). The City shall have the right to remove the sculpture known as “Rise” (“Rise”) and any benches, shade structures, signage, trash cans, light poles, and the like from the Trail Parcel (“Fixtures”) and shall do so no later than end of the Notice Period. The City will offer the Fixtures to MSA for use on the Relocated Trail.

2.3 2.4 Agreement to Identify Relocation Area. As part of the design of the Facility, MSA, with the concurrence of the City, shall identify the area to which to relocate the Trail (“the Relocated Trail”).

2.4 2.5 Valuation of Parcels Neither party shall pay the other any money to settle any difference in the value between the Trail Parcel and the Relocated Trail.

ARTICLE 3

CONDITIONS PRECEDENT TO SUBSTITUTION

3.1 City Responsibilities. The City assumes all obligations and responsibility for confirming that the Trail Parcel may be relocated notwithstanding the source of funds used to develop or construct the Trail.

3.2 Design and Funding of Trail Relocation.

(a) The City and MSA agree that the Relocated Trail will be substantially similar to and substantially the same square footage as the portion of the Trail as it currently exists on the Trail Parcel. The design of the Relocated Trail, including but not limited to appearance, location, size, and accessibility of the Relocated Trail and the integration of the Relocated Trail with the Facility, shall result from cooperative efforts between the City and MSA. To the extent reasonable, the fixtures on the Relocated Trail shall mimic those on the Trail Parcel and MSA may re-use the Fixtures on the Relocated Trail. The Relocated Trail shall be fully compliant with all requirements of the Americans with Disabilities Act. It shall extend continuously from Baltimore Street to the parcel marked as "Area to be retained by City" on Exhibit B and, as closely as possible, it shall meet up with the existing portions of the Trail so that the Trail remains one continuous, connected trail. The Relocated Trail shall be open to the public in accordance with applicable City Park Rules, as amended or replaced from time to time.

(b) MSA shall reimburse the City for its costs to remove Rise from the Trail Portion, store it, and re-install it on the Relocated Trail or elsewhere, in accordance with the requirements of Rise's artist, with such reimbursement not to exceed Fifty Thousand Dollars (\$50,000.00).

(c) MSA shall repair in place or relocate the storm drain and underground electrical distribution and lighting lines located under the Trail Parcel to City code specifications.

(d) The Relocated Trail and any deed of easement related to the storm drain and underground electrical distribution and lighting lines shall be conveyed to the City within sixty (60) days of Substantial Completion of the Relocated Trail and the Facility, unless otherwise agreed by the parties.

(e) In MSA's sole discretion, the source of funding (i) for the acquisition of any portion of the property that constitutes a portion of the Relocated Trail and that is not already owned by the City in fee simple as of the date of execution and delivery of this MOU and (ii) for the design and construction of the Relocated Trail may be tax-exempt or taxable MSA Bonds issued pursuant to the 2021 Act and/or grant funds made available pursuant to or in connection with the 2021 Act. MSA shall not be required to advance or expend any funds other than those from MSA Bonds issued pursuant to, or grants made available pursuant to or in connection with, the 2021 Act.

(f) MSA shall provide design and construction of the Relocated Trail and, to the extent any portion of the property on which the Relocated Trail is located is not owned by the City in fee simple as of the date of execution and delivery of this MOU, acquisition of such property as its in-kind contribution under this MOU. This shall include, *inter alia*, acquisition of any portion of the Relocated Trail that is not already owned by the City in fee simple as of the date of the execution and delivery of this MOU, reimbursement of costs related to the relocation of Rise, and repair or replacement of storm drain and underground electrical distribution and lighting lines. MSA shall provide the City with an easement as to the storm drain, underground electrical distribution, and lighting lines. To the extent MSA is required to acquire any portion of the property on which the Relocated Trail will be situated, to the extent some, but not all, of such acquired property will be part of the Relocated Trail, MSA, at its sole cost and expense, shall provide for the subdivision of such property.

(g) The City acknowledges that to the extent any portion of the Relocated Trail is funded from tax-exempt MSA Bonds, the use and ownership of the Relocated Trail may be subject to certain conditions and restrictions of the Tax Code applicable to tax-exempt MSA Bonds. If required by MSA to comply with conditions and restrictions of the Tax Code applicable to tax-exempt MSA Bonds, the City and MSA shall execute an amendment to this MOU or another instrument in writing that is satisfactory to MSA, the City Administrator and the Director of Finance of the City, and the MSA's and the City's respective bond counsel prior to any construction or funding by MSA. Notwithstanding the foregoing, MSA shall convey the Relocated Trail to the City in fee simple absolute.

(h) Notwithstanding any other provisions contained herein, upon completion of construction of the Relocated Trail and conveyance of the Relocated Trail to the City in accordance with the provisions of this MOU, the City shall assume full responsibility for the maintenance, upkeep, and insurance of the Relocated Trail.

ARTICLE 4 CLOSING

4.1 Closing.

(a) The parties shall set a date for the closing and settlement of the transfer of the Trail Parcel from the City to MSA (the "**First Closing Date**"). The parties anticipate that the First Closing Date shall occur on the later of June 1, 2022 or the end of the Notice Period, unless otherwise agreed by the parties.

(b) Upon completion of all conditions precedent set forth in Article 3 hereof, the parties shall set a date for the closing and settlement of the transfer of the Relocated Trail from MSA to the City (the "**Second Closing Date**"). The parties anticipate that the Closing Date shall occur within sixty (60) days of Substantial Completion of the Relocated Trail and the Facility.

4.2 Deeds.

(a) On the First Closing Date, the City shall execute and deliver to MSA a fee simple deed for the Trail Parcel containing covenants of special warranty and further assurances

conveying the Trail Parcel to MSA and suitable for recording among the Land Records of Washington County. Title to the Trail Parcel, including all chattels included in the purchase, shall be good, merchantable, and free of liens and encumbrances except as specified herein. The sole consideration for such deed shall be MSA's design, construction, and delivery of the Relocated Trail and the acquisition of any property to be included in the Relocated Trail that is not already owned by the City in fee simple as of the date of execution and delivery of this MOU, in accordance with the provisions of this MOU.

(b) On the Second Closing Date, MSA shall execute and deliver to the City a fee simple deed for the Relocated Trail containing covenants of special warranty and further assurances conveying the Relocated Trail to the City and suitable for recording among the Land Records of Washington County. Title to the Relocated Trail, including the fixtures, improvements, and chattel that are part of the Relocated Trail, shall be good, merchantable, and free of liens and encumbrances except as specified herein. MSA shall also execute and deliver to the City a deed of easement for access to any storm drain and underground electrical distribution and lighting lines located on property being retained by MSA. The sole consideration for such deeds shall be the City's conveyance of the Trail Parcel to MSA.

4.3 Settlement Costs. Except as provided in the last sentence of this Section 4.3, MSA agrees to pay all settlement costs and charges including, but not limited to, title examination and replacement title insurance fees, all document preparation fees, recording fees (if applicable), recordation and transfer taxes (if applicable), and all other recording charges. Each party shall be responsible for paying its own notary fees.

ARTICLE 5 REPRESENTATIONS REGARDING THIS MOU

5.1 Representations by the City. The City makes the following affirmative representations:

(a) The City is a municipal corporation organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power, and authority to enter into and perform its obligations under this MOU;

(b) The City has duly authorized the execution and delivery of this MOU and this MOU (i) has been duly executed and delivered by the City and (ii) constitutes the legal, valid, and binding obligation of the City, enforceable in accordance with its terms, but subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights and, to the extent that certain remedies require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply; and

(c) The execution and delivery of this MOU, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this MOU do not conflict with or result in a breach of any of the terms, conditions, or provisions of any Applicable Law or any agreement or instrument to which the City is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing.

5.2 Representations by MSA. MSA makes the following affirmative representations:

(a) MSA is a body corporate and politic, an instrumentality of the State of Maryland, and a public corporation, duly organized and validly existing under the constitution and laws of the State of Maryland, with full legal right, power, and authority to enter into and perform its obligations under this MOU;

(b) MSA has duly authorized the execution and delivery of this MOU and this MOU (i) has been duly executed and delivered by MSA and (ii) constitutes the legal, valid, and binding obligations of MSA, enforceable in accordance with its terms, but subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights and, to the extent that certain remedies require enforcement by a court of equity, such principles of equity as the court having jurisdiction may apply; and

(c) The execution and delivery of this MOU, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this MOU do not conflict with or result in a breach of any of the terms, conditions, or provisions of any Applicable Law or any agreement or instrument to which MSA is now a party or by which it is bound, or constitutes a default under the terms of any of the foregoing.

ARTICLE 6
NOTICES

6.1 Email Addresses. A notice or other communication under this MOU shall be sufficiently given or delivered if sent via email from one of the following email addresses of the sending party to all of the email addresses of the receiving party:

(a) With respect to MSA:

gmcguigan@mdstad.com;

atyler@mdstad.com;

clowe@mdstad.com; and

chahn@oag.state.md.us

(b) With respect to the City:

rtissue@hagerstownmd.org; and

snicewarner@hagerstownmd.org;

jmorton@salvatoremorton.com; and

ann@rotzlaw.com

By notice to the other party in accordance herewith, MSA or the City may designate additional or alternative email addresses for sending and receiving email (but neither party may designate more than five (5) recipients at any one time).

6.2 Delivery Rules.

(a) A notice sent by email shall not be valid unless sent from one of the email addresses for the sending party and to all the email addresses for the receiving party.

(b) Any notice sent prior to 4:30 p.m. Maryland time on a Business Day shall be deemed delivered on the day sent, but any notice sent after 4:30 p.m. Maryland time on a Business Day or sent on any Saturday, Sunday, or legal holiday in the State of Maryland shall not be deemed delivered until the next Business Day.

(c) If a party disputes receipt of any notice, the sending party may prove delivery (i) by producing an electronic or printed copy of the email which evidences that the email was sent to the receiving party's correct email addresses or (ii) by any other means allowed by applicable law or rules.

**ARTICLE 7
MISCELLANEOUS**

7.1 Governing Law. This MOU shall be governed by and construed in accordance with the laws of the State of Maryland.

7.2 Obligations Subject to Non-Appropriation. The obligations of MSA under this MOU (other than its obligation to pay money out of legally available MSA Bond Proceeds or other appropriated funds) are subject to appropriation by the State.

7.3 No Partnership or Joint Venture. It is mutually understood and agreed that nothing contained in this MOU is intended or shall be construed in any manner or under any circumstances whatsoever as creating or establishing the relationship of co-partners or creating or establishing the relationship of a joint venture between the City and MSA or as constituting MSA as the agent or representative of the City for any purpose or in any manner under this MOU, it being understood that MSA is a separate entity.

7.4 Conflicts of Interest; Representatives Not Individually Liable. No member, official, representative, or employee of the City or MSA shall have any personal interest, direct or indirect, in this MOU, nor shall any such member, official, representative, or employee participate in any decision relating to this MOU which decision affects his or her personal interest or the interests of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. No member, official, representative, or employee of the City or MSA shall have any personal liability under this MOU.

7.5 Invalidity of Particular Provisions. If any term, covenant, condition, or provision of this MOU, or the application to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of this MOU, or the application of such term or provision to persons or circumstances other than those determined to be invalid or unenforceable,

shall not be affected thereby, and under such circumstances each term, covenant, condition, and provision of this MOU shall be valid and enforced to the fullest extent permitted by law, insofar as such enforcement is not clearly unreasonable.

7.6 Remedies Cumulative. No remedy conferred upon MSA or the City (as the case may be) is intended to be exclusive and all such remedies are cumulative and are in addition to, and not in lieu of, all other remedies to which MSA or the City, respectively, may be lawfully entitled at law or in equity in case of any default by the City or MSA, respectively. The initiation of any remedy by either party to this MOU shall not constitute or be deemed an election of remedies by it and such party may invoke two or more remedies hereunder concurrently or consecutively.

7.7 No Waiver. Failure of either party to exercise any right or remedy hereunder shall not impair any of its rights or be deemed a waiver thereof and no waiver of any of its rights shall be deemed to apply to any other such rights or be effective unless in writing and signed by the waiving party.

7.8 Prohibition Against Assignments. Except as expressly provided in this MOU, neither the City nor MSA may assign its interest in this MOU.

7.9 Entire Understanding. This MOU expresses the entire understanding between the City and MSA with respect to the matters set forth herein and neither party shall be bound by any terms, covenants, or agreements not herein contained.

7.10 Incorporation into MOU. All exhibits, schedules, and recitals form a part of this MOU.

7.11 Amendments. This MOU may be amended only by written agreement of the parties.

7.12 Counterparts and Electronic Signatures. This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument. To the fullest extent permitted by applicable law (including, but not limited to, the Federal Electronic Signatures in Global and National Commerce Act and the Maryland Uniform Electronic Transactions Act), MSA and the City agree that (i) this MOU may be electronically signed, (ii) an electronic signature to this MOU shall be as effective as a handwritten signature for purposes of validity, enforceability, authentication, and admissibility, and (iii) an electronic record of this MOU shall be as effective as a paper record for purposes of authentication and admissibility.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names, their respective seals to be affixed hereon, and the execution hereof to be duly attested.

ATTEST:

CITY OF HAGERSTOWN

By: _____ (SEAL)
Name: Emily N. Keller
Title: Mayor

ATTEST

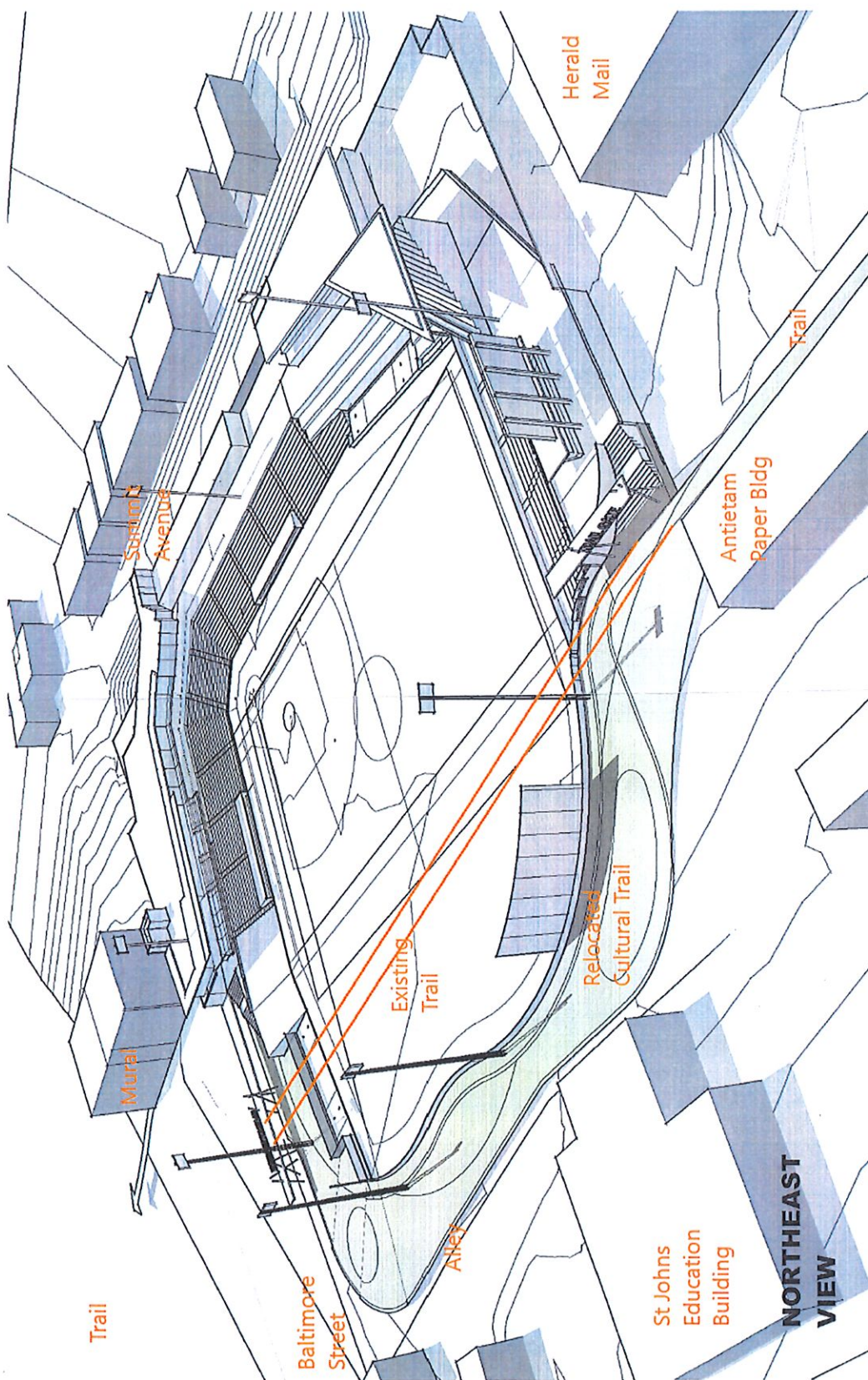
MARYLAND STADIUM AUTHORITY

By: _____ (SEAL)
Michael J. Frenz
Executive Director

Approved for form and legal sufficiency
for the Maryland Stadium Authority:

Assistant Attorney General

EXIST
'A'



Hagerstown Multi-Use Sports and Events Facility

Not To Scale

CONCEPT

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

Topic:

Appalachian Regional Commission Funding Requests for FY 2023 - *Megan Flick, Planner*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

ReviewofAnnexationAgreement55OakRidge.pdf

Description

Review & Ranking of ARC
FY23 Funding Requests



City of Hagerstown, Maryland
Committed to Safety
Dedicated to Partnership and Progress

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Megan Flick, AICP

DATE: March 10, 2022

SUBJECT: Appalachian Regional Commission Funding Requests for FY 2023

Mayor & Council Action Requested

Review and ranking of staff recommendations for FY 2023 project funding requests for the City of Hagerstown to the Appalachian Regional Commission and authorization to submit request for review by the County Commissioners.

Background Information

The Tri-County Council of Western Maryland is seeking local project funding requests to the Appalachian Regional Commission (ARC) for FY 2023. The deadline for submittal of Preliminary Project Descriptions to Washington County is April 1, 2022. The County Commissioners will prioritize all requests submitted within the county and will forward the requests with their recommendations to the Tri-County Council for review and action. The Tri-County Council will then invite top-ranking proposals to submit a full grant application to the ARC, usually sometime in the fall. The matching requirement is 50% and federal funds cannot be used to match the ARC request. Projects must meet one or more ARC program goals and State objectives.

City of Hagerstown Funding Requests

Staff recommends that the City rank and submit the following projects for consideration for ARC funding in FY 2023:

FY 23 ARC Application - Discussed Project Ideas

3/10/2022

#	Project	Benefit	Consistency with ARC Goals	TOTAL Project Cost	ARC Grant Request	50% Matching Funds?
1	Extend R. Paul Smith Boulevard to Hebb Road	Helps open raw land for economic development in the southeast area of the city and helps alleviate traffic pressures on the Town of Funkstown. Consistent with 2018 Comp Plan and 2040 LRTP of MPO.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment. State strategy 3.3.3: Support development of key transportation corridors that enhance economic opportunity.	\$1,500,000	\$750,000	Developer contribution
2	Update 16-20 inch piping and valves inside Willson Water Treatment Plant.	To address long-term water supply deficit and nearer term demands for service from County economic development target areas outside the City growth area, an increased raw water appropriation is required for Willson WTP. Before that request can be made, the plant's treatment and distribution systems need to be upgraded in order to be ready to handle the increased draw from the river and increased distribution throughout the system. Consistent with 2018 Comp Plan. This project is the first step.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment. State Strategy 3.1.1: Develop and improve water systems to ensure that residents and businesses have clean water.	\$5,000,000	\$1,000,000	Bond and WW Fund cash reserves
3	Upgrade Hagerstown WW Pump Station 13 on Western Maryland Parkway	Upgrade needed in coordination with County's Maugansville PS project to allow implementation of the City-County 2022 Joint Sewer Service Area Agreement and to accommodate new growth into the city.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment. State Strategy 3.1.2: Develop and improve wastewater systems for residents and businesses.	\$3,800,000	\$1,000,000	WW Fund cash reserves
4	Reduce inflow and infiltration of groundwater into Hagerstown Wastewater Treatment Plant	Line 22 wastewater laterals on Northern Avenue. Frees up capacity at HWWTP to serve new growth and economic development in Antietam Basin. Consistent with 2018 Comp Plan. Part of cleaning up of boundaries of City-County 2022 Joint Sewer Service Area Agreement.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment. State Strategy 3.2.1: Develop and improve wastewater systems for residents and businesses.	\$500,000	\$250,000	WW Fund cash reserves
5	Create hydraulic model of Hagerstown wastewater sewer shed	Record and assess flows on 24 inch and 27 inch wastewater interceptors around the city to determine how much capacity is left in the system and identify inflow and infiltration issues. Buy 10 flow meters, 2 survey grade GPS locators, and hydraulic modeling software. The hydraulic model will help us plan for necessary upgrades to ensure adequate capacity in system to serve growth needs in our wastewater shed.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment. State Strategy 3.1.2: Develop and improve wastewater systems for residents and businesses.	TBD	TBD	WW Fund cash reserves
6	Construct new parking deck on W. Antietam Street	Implement recommendation of Downtown Parking Master Plan to support economic development downtown and to support new Multi-use Stadium. Consistent with 2022 SCP.	State Strategy 1.3.2: Provide the necessary infrastructure for revitalization and reinvestment.	\$9,000,000	\$1,000,000	City bond financing

Consistency with ARC Program Goals and Objectives

The Appalachian Regional Commission grants support projects which address the following five goals:

1. Economic Opportunities
2. Ready Workforce
3. Critical Infrastructure
4. Natural and Cultural Assets
5. Leadership and Community Capacity

Staff is confident that the proposed projects are consistent with the ARC program goals and objectives.

Next Steps

March 22 – Vote to Authorize Submission of ARC grant requests to County.

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

Topic:

Review of Annexation Agreement for 55 Oak Ridge Drive - *Kathleen Maher, Director of Planning and Code Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

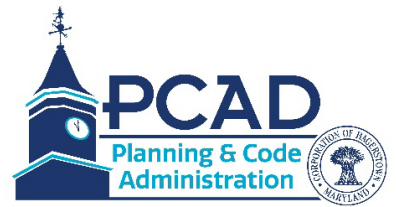
ATTACHMENTS:

File Name

ReviewofAnnexationAgreement55OakRidge.pdf

Description

Memo - 55 Oak Ridge



City of Hagerstown, Maryland
Committed to Safety
Dedicated to Partnership and Progress

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director, PCAD
Jason Morton, City Attorney

DATE: March 4, 2022

SUBJECT: Review of Annexation Agreement for 55 Oak Ridge Drive

ACTION REQUESTED: Review of attached annexation agreement for 55 Oak Ridge Drive at the March 15 work session. If agreement is in final acceptable form, vote to approve the agreement at the March 22 regular session.

BACKGROUND

The buyer of the former Review & Herald site at 55 Oak Ridge Drive has plans to construct two warehouses totaling 1,844,611 square foot and has requested City water and wastewater to serve the new development. As required by the City's Annexation Policy and Water and Wastewater Policy, the condition of City utility approval outside our boundaries is annexation or submittal of a pre-annexation agreement if the property is not contiguous. 55 Oak Ridge Drive is contiguous to the city and so annexation is required.

ANNEXATION AGREEMENT

The City and the buyer have formulated the attached annexation agreement as condition of receipt of City utilities and which spells out the timing of initiation of the annexation process and certain conditions of development for the project. The typical terms of annexation provided for in annexation resolutions and pre-annexation agreements are provided for in the agreement. The following are the unique terms for this particular annexation as prescribed in the agreement:

1. Building 1 on Property 1: The annexation process will be initiated no sooner than 15 days after receipt of a Use and Occupancy permit from Washington County for the warehouse building or December 31, 2023, whichever comes first.
2. Building 2 on Property 2: The annexation process will be initiated no sooner than 15 days after receipt of a Use and Occupancy permit from Washington County for the warehouse building or December 31, 2024, whichever comes first.
3. The site plan submitted for County approval will be modified to better conform to certain agreed upon City development standards which differ from County development

standards, as outlined and illustrated in Exhibit C to the agreement.

4. The building permit to the County will be modified to incorporate a two-way radio communications enhancement system compliant with the City's standards and requirements which is not a requirement of the County permit process.
5. Any plans or permits pending with or approved by Washington County prior to the effective date of the annexation shall remain under the purview of Washington County for the purpose of inspections, release of performance surety, posting of maintenance surety, issuance of final use and occupancy permits and the like. Following the effective date of the annexation, any plans or permits to be submitted for review shall be under the purview of the City of Hagerstown.

STAFF RECOMMENDATION: Staff recommends approval of the attached agreement as being consistent with prior direction provided by the Mayor and City Council.

Attachments

C: Michelle Hepburn, Finance Director
Jill Thompson, Director, DCED
Doug Reaser, Business Development Specialist
Nancy Hausrath, Director of Utilities
Kellen Douglas, Utilities Engineer
Megan Flick, Planner
Jill Baker, County Planning Director
Rich Eichelberger, County Permits & Inspections Director
Scott Hobbs, County Engineering Director
Jason Divelbiss, attorney for applicant

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this ____ day of March 2022 by and between Hagerstown Industrial Properties, LLC, a South Carolina limited liability company, doing business in Maryland as JDA Hagerstown Industrial Properties, LLC, a Maryland limited liability company, party of the first part, hereinafter called “**Property Owner**” and the MAYOR AND CITY COUNCIL OF HAGERSTOWN, a municipal corporation of the State of Maryland, party of the second part, hereinafter called “**City.**”

WITNESSETH:

WHEREAS, the City has established an annexation policy whereby an agreement to annex, except in certain situations, is a prerequisite to the City providing its public water and/or wastewater services to serve any properties beyond the current corporate boundaries of the City; and

WHEREAS, the property owned by the Property Owner, as hereinafter described (hereinafter the “**Property**”) is contiguous to the current corporate boundary of the City and is subject to the City’s annexation policy; and

WHEREAS, as a condition to receiving City water and wastewater services, the Property Owner has agreed to petition to have the Property annexed into the City or, in the alternative, consent to the introduction of an Annexation Resolution by the City proposing to annex the Property into the corporate boundaries of the City upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the sum of One Dollar (\$1.00) paid by the Property Owner to the City, the mutual covenants and promises of the parties and other good and valuable consideration, receipt whereof is hereby acknowledged, and the further considerations of the City extending its water and wastewater services to serve the Property, it is hereby understood and agreed between the parties hereto as follows:

1. The Property which is the subject of this Agreement is, collectively, the two (2) Properties known as (i) 55 West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 177 (Tax ID No. 10-0187757) consisting of +/- 78.98 acres (“**Property #1**”); and (ii) West Oak Ridge Drive, Tax Map 57, Grid 3, Parcel 635 (Tax ID No. 10-065011) consisting of +/- 47.70 acres (“**Property #2**”), as described on the attached metes and bounds description (**Exhibit A**) and illustrated on the attached survey plat (**Exhibit B**), said Property **BEING** the same property conveyed by Review and Herald Publishing Association, Inc. to Grantor by Special Warranty Deed dated June 24, 2021 and recorded among the Land Records of Washington County, Maryland at Book 6677, Page 431.

2. City agrees, subject to the terms and conditions of this Agreement, that the Property Owner shall be permitted to extend City water and wastewater services to and for the benefit of the Property.

3. The Property Owner shall pay all costs and expenses related to the extension of these services to the Property adhering to all of the requirements of the City of Hagerstown for the extension of water and wastewater services and the payment therefor.

4. Property Owner agree to pay all connection, benefit and other charges in accordance with the “In-City” rates then in effect according to the City Utility Department rules and regulations and applicable City Ordinances.

5. It is understood and agreed that the Property to be served shall be subject to all the Ordinances and rules and regulations of the City with respect to the water and wastewater services provided now in effect and which may be placed in effect at any future date.

6. Property Owner agrees with regard to Property #1 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire

proposed warehouse building on Property #1 (the “**Property #1 U&O Permit Condition**”); or (ii) December 31, 2023 (the “**Property #1 Outside Date**”), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #1 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #1 U&O Permit Condition or passage of the Property #1 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #1 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Property #1 U&O Condition has been satisfied or the Property #1 Outside Date has passed, this Agreement shall constitute the Property Owner’s consent to the City’s introduction of the Annexation Resolution as required by Md. Code, Local Gov’t Law, §4-403.

7. Property Owner agrees with regard to Property #2 that within fifteen (15) days immediately following (i) the receipt of a final, unconditional Use & Occupancy Permit from Washington County for complete and functional occupancy by the tenant or tenants of the entire proposed warehouse building on Property #2 (the “**Property #2 U&O Permit Condition**”); or (ii) December 31, 2024 (the “**Property #2 Outside Date**”), whichever shall be first to occur, it shall submit a petition of annexation requesting that Property #2 be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and which is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Property #2 U&O Permit Condition or passage of the Property #2 Outside Date, whichever shall be first to occur, the City may introduce an Annexation Resolution proposing to annex Property #2 into the City with an I-MU (Industrial, Mixed-Use) zoning and which is otherwise consistent with this Agreement. Provided the Building Property #2 U&O Permit Condition has been satisfied or the

Property #2 Outside Date has passed, this Agreement shall constitute the Property Owner's consent to the Annexation Resolution as required by Md. Code, Local Gov't Law, §4-403.

8. It is distinctly understood and agreed that, if the Property Owner does not submit the Annexation Petition or takes action in opposition to the Annexation Resolution for either Property #1 or Property #2, this Agreement shall be void as to the subject Property, and any City water and wastewater approvals provided to said Property during the County site plan review process shall be void and the City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. Notwithstanding the foregoing, it is expressly understood and agreed that the Property Owner may refuse to submit the Annexation Petition or withdraw its consent to the Annexation Resolution for either Property #1 or Property #2 until such time as either the respective U&O Permit Condition has been satisfied or the respective Outside Date has passed for the subject Property.

9. It is further understood and agreed that if the Mayor and City Council of the City approve the Property's annexation, then upon the effective date of the adopted annexation resolution for each of Property #1 and Property #2, the Property shall be subject to all the Ordinances and rules and regulations of City (collectively, the "**City Regulations**") and shall be entitled to all of the privileges of a citizen of Hagerstown, now in effect, or which may be placed in effect at any future date.

10. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County for Property #1 and #2, the Property Owner (i) shall modify its site plan for Property #1 as indicated in the letter from Johnson Development Associates, Inc. to the City of Hagerstown Planning and Zoning department dated January 18, 2022, a copy of which is

attached hereto and incorporated herein, collectively with the Memorandum dated January 10, 2022 from Stephen R. Bockmiller to Kathleen A. Maher, as **Exhibit C**; (ii) shall modify its site plan for Property #2 to include effective landscape buffering along Oak Ridge Drive; and (iii) shall incorporate into the architectural and MEP design plans for tenant fit-out of the buildings to be constructed on Property #1 and Property #2, respectively, a two-way radio communications enhancement system compliant with the City's standards and requirements therefor.

b. Prior to the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property shall remain subject to the laws, ordinances, rules and regulations of Washington County and the Property Owner or any proposed tenant(s) for the respective Properties shall be entitled to apply for, seek and obtain from Washington County any and all development or construction related permits or approvals.

c. All development or construction related plans or permits, including but in no way limited to site plans, stormwater management plans, forest conservation plans, grading permits, building permits and the like, pending with or approved by Washington County as of the effective date of the Annexation Resolution for each of Property #1 and Property #2 shall remain subject to the jurisdiction of Washington County for the purpose of inspections, release of performance surety, posting of maintenance surety, issuance of final use and occupancy permit and the like until completed.

d. From and after the effective date of the Annexation Resolution for each of Property #1 and Property #2, the Property Owner or any proposed tenant(s) for the respective Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

11. It is further agreed that the use of the masculine gender in this Agreement shall include all genders, and the word "Property Owner" shall include individuals, firms or

corporations, as the case may be and each and every subsequent holder of any interest legal or equitable in the Property.

11. Except as expressly permitted herein for failure of the respective U&O Permit Conditions or prior to the respective Outside Dates, if the Property Owner withdraws the Annexation Petition prior to approval of the Annexation Resolution, and/or otherwise opposes the City's introduction and adoption of the Annexation Resolution, this Agreement shall be void and any water and wastewater approvals which may have been granted will be void, and City shall not be required to provide (and/or continue provision) of water and wastewater services to the subject Property and such services shall be disconnected due to breach of contract. A copy of this Agreement shall be recorded by the City among the Land Records of Washington County, Maryland.

13. Each party for himself, herself, itself, and for his or her or its respective heirs, personal representatives, and assigns agrees to join or to execute any instruments and to do any other act or thing that may be necessary or proper to effect any provision of this Agreement.

15. The parties agree that in the event that the Property Owner fails to comply with the terms of this Agreement or attempts to avoid the annexation of the Property except as may be specifically provided for herein with regard to the U&O Permit Conditions and Outside Dates for each Property, such failure shall be a breach of this Agreement and the City may, in addition to asserting any other legal right, seek to enforce the terms of this Agreement by a suit for specific performance.

16. This Agreement shall be governed by Maryland law, without regard to its conflicts of laws principles.

[SIGNATURES ON FOLLOWING PAGE]

8

My Commission Expires: _____ , Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this ____ day of March 2022, before me, a Notary Public in and for said County and State, personally appeared Emily Keller, Mayor of the City of Hagerstown who acknowledged the foregoing Agreement to be the act and deed of said municipal corporation.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____ , Notary Public

MAIL TO: City of Hagerstown Planning and Code Administration Department
 One East Franklin Street, Room 300
 Hagerstown, Maryland 21740-4987

Exhibit A
(Metes and Bounds Description)

Tract 1 (47.56 ac.):

Situate along the north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar found along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of Outlet Village of Hagerstown Limited Partnership (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Outlet Village of Hagerstown Limited Partnership

- | | |
|---------------------------|---|
| 1) South 21° 21' 11" West | 2,692.35 feet to a rebar and cap found at the southwest corner of the said Outlet Village of Hagerstown Limited Partnership, said point being along the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35063, thence with the northern right of way of Interstate 70 with a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 781.07 feet, a delta of 03° 57' 26", and a chord of |
| 2) North 87° 40' 50" West | 780.92 feet to a rebar and cap found at the southeast corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence leaving the northern right of way of Interstate 70 and running with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses; |
| 3) North 18° 07' 09" East | 746.10 feet to a rebar and cap found, thence |
| 4) North 23° 01' 28" East | 1,160.00 feet to a rebar and cap found, thence |
| 5) North 18° 28' 04" East | 824.80 feet to a rebar and cap set in the southern right of way of West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following four (4) courses; |
| 6) South 84° 31' 29" East | 308.79 feet to a rebar and cap set, thence with a non-tangent curve to the right, having a radius of 11,429.16 feet, an arc length of 135.23 feet, a delta of 00° 40' 40", and a chord of |

- 7) South 84° 12' 18" East 135.22 to a rebar and cap set, thence
- 8) South 83° 52' 24" East 369.74 feet to a rebar and cap set, thence
- 9) South 82° 29' 05" East 4.08 feet to the Point of Beginning.

Saving and Excepting therefrom all that parcel of land conveyed from the Review and Herald Publishing Association unto The City of Hagerstown, Maryland by deed dated September 24, 1984 and recorded in Liber 773 at folio 33 among the land records of Washington County, Maryland.

Containing in total 2,071,928 square feet or 47.56492 acres of land more or less.

Tract 2 (78.98 ac.):

Situate north of Interstate 70 and south of West Oak Ridge Drive in District Number 10, Washington County, Maryland.

Beginning at a rebar and cap set along the southern right of way of West Oak Ridge Drive as shown on Washington County, Maryland Engineering Department Plat No. 100-10-163 and 100-10-164, and State Roads Commission of Maryland Plat No. 13408 and 44103 recorded among the Land Records of Washington County, Maryland, said point being the northwest corner of the lands of the Review and Herald Publishing Association, Inc. (Liber 1345, folio 614), thence with the eastern boundary of the lands of the Review and Herald Publishing Association, Inc. the following three (3) courses

- 11) South 18° 28' 04" West 824.80 feet to a rebar and cap found, thence
- 12) South 23° 01' 28" West 1,160.00 feet to a rebar and cap, thence
- 13) South 18° 07' 09" West 746.10 feet to a rebar and cap found in the northern right of way of Interstate 70 as shown on State Roads Commission of Maryland Plat No. 35062 and 35063, thence with the northern right of way of Interstate 70 the following six (6) courses; the first being a non-tangent curve to the right, having a radius of 11,309.16 feet, an arc length of 919.48 feet, a delta of 04° 39' 30", and a chord of
- 14) North 83° 22' 22" West 919.22 feet to a rebar and cap set, thence
- 15) North 75° 27' 38" West 133.62 feet to a rebar and cap set, thence

16) North 76° 28' 11" West	25.08 feet to a rebar and cap set, thence
17) North 87° 53' 11" West	25.18 feet to a rebar and cap set, thence
18) South 89° 51' 58" West	75.95 feet to a rebar and cap set, thence
19) North 81° 02' 37" West	178.70 feet to a rebar and cap found in the eastern boundary of the Norfolk Southern Railway, thence with the eastern boundary of the Norfolk Southern Railway
20) North 18° 53' 55" East	1,615.54 feet to a rebar and cap set in the eastern right of way of Maryland Route 632 (Downsville Pike), thence with the eastern right of way of Maryland Route 632 (Downsville Pike) the following nine (9) courses
21) North 61° 51' 46" East	89.84 feet to a rebar and cap set, thence
22) North 53° 49' 54" East	56.40 feet to a rebar and cap set, thence
23) North 43° 28' 50" East	113.16 feet to a rebar and cap set, thence
24) North 45° 33' 53" East	111.05 feet to a rebar and cap set, thence
25) North 36° 01' 48" East	165.92 feet to a rebar and cap set, thence
26) North 31° 28' 20" East	109.56 feet to a rebar and cap set, thence
27) North 15° 24' 20" East	56.29 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1145.66 feet, an arc length of 204.11, a delta of 10° 12' 28", and a chord of
28) North 24° 52' 34" East	203.84 feet to a rebar and cap set, thence
29) North 20° 08' 41" East	260.79 feet to a rebar and cap set on the southern right of way of the aforesaid West Oak Ridge Drive, thence with the southern right of way of West Oak Ridge Drive the following six (6) courses
30) North 71° 49' 35" East	97.59 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 219.86 feet, an arc length of 66.03 feet, a delta of 17° 12' 25", and a chord of
31) South 74° 23' 42" East	65.78 feet to a rebar and cap set, thence

- 32) North $07^{\circ} 00' 03''$ East 2.13 feet to a rebar and cap set, thence with a non-tangent curve to the left, having a radius of 1,080.28 feet, an arc length of 135.60 feet, a delta of $07^{\circ} 11' 31''$, and a chord of
- 33) South $80^{\circ} 15' 05''$ East 135.51 feet to a rebar and cap set, thence
- 34) South $83^{\circ} 50' 52''$ East 90.66 feet to a rebar and cap set, thence
- 35) South $84^{\circ} 31' 47''$ East 764.41 feet to the Point of Beginning.

Containing in total 3,440,306 square feet or 78.97856 acres of land more or less.

Exhibit B
(Survey Plat)

SURVEYOR'S CERTIFICATE

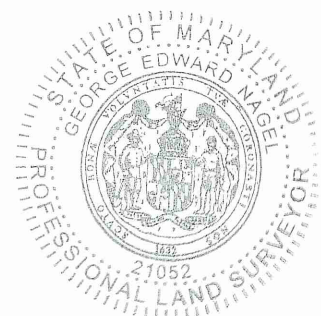
TO: HAGERSTOWN INDUSTRIAL PROPERTIES, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, BANK OF AMERICA, N.A., AND FIRST AMERICAN TITLE INSURANCE COMPANY, AND TO EACH OF THEIR SUCCESSORS AND/OR ASSIGNS.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 6(b), 7(a), 7(c), 7(e), 8, 9, 11, 13, 16, 17, AND 18 OF TABLE A THEREOF. THIS PLAN WAS PERSONALLY PREPARED BY ME, OR THAT I WAS IN RESPONSIBLE CHARGE OVER ITS PREPARATION AND THE SURVEYING WORK REFLECTED HEREON, ALL IN COMPLIANCE WITH THE REQUIREMENTS SET FORTH IN COMAR 09.13.06.12 IN EFFECT AT THE TIME THAT THIS SURVEY WAS PERFORMED.

THE FIELDWORK WAS COMPLETED ON 2/11/2022.

DATE OF PLAT OR MAP: 2/4/2022

DATE 02/05/2022
 GEORGE E. NAGEL
 PROFESSIONAL LAND SURVEYOR
 MARYLAND REGISTRATION NO. 21052
 EXPIRATION/RENEW DATE: 08/24/2022



NAD 83 STATE PLANE COORDINATE SYSTEM - 8120(1)

NOTES

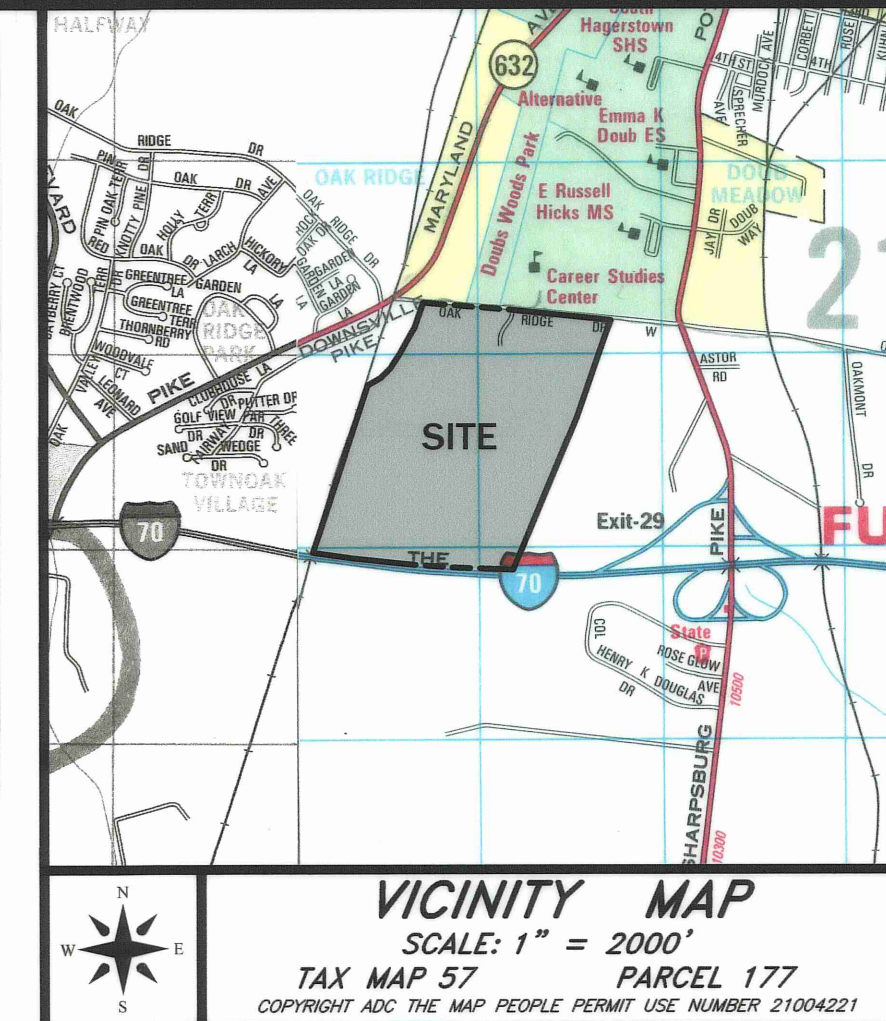
- BEARINGS ARE BASED UPON MARYLAND STATE PLANE COORDINATE SYSTEM NAD 83(2011).
- THE PROPERTIES SHOWN HEREON ARE ZONED HI - HIGHWAY INTERCHANGE DISTRICT.
- THE PROPERTIES DELINEATED ON THIS PLAT ARE SHOWN ON WASHINGTON COUNTY TAX MAP 57 AS PARCEL 177, LANDS CONVEYED TO REVIEW AND HERALD PUBLISHING ASSOCIATION, INC., BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345, AT FOLIO 614; TAX MAP 57, PARCEL 635, LANDS CONVEYED TO REVIEW AND HERALD PUBLISHING ASSOCIATION, INC., BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345, AT FOLIO 614, IN THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.
- ALL STATEMENTS WITHIN THE CERTIFICATION, AND OTHER REFERENCES LOCATED ELSEWHERE HEREON, RELATED TO: UTILITIES, IMPROVEMENTS, STRUCTURES, BUILDINGS, PARKING, AND EASEMENTS, ARE BASED SOLELY ON ABOVE GROUND VISIBLE EVIDENCE, UNLESS ANOTHER SOURCE OF INFORMATION IS SPECIFICALLY REFERENCED HEREON.
- THE PROPERTIES ARE LOCATED WITHIN AN AREA HAVING A ZONE "X" DESIGNATION "AREA OF MINIMAL FLOOD HAZARD" BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP NOS. 24043C012D & 24043C0282D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2017.
- TITLE COMMITMENT FURNISHED BY FIRST AMERICAN TITLE COMPANY - COMMITMENT NO. NCS-1032720-0072, COMMITMENT DATE: FEBRUARY 1, 2022 AT 7:30 AM.
- AGGREGATE AREA FOR THE FOUR (4) PARCELS IS 5,519,786 SQUARE FEET OR 126.71685 ACRES.
- THE ENTIRE SITE IS UNDER CONSTRUCTION.
- THERE ARE NO PARKING SPACES.
- NO APPARENT ENCROACHMENTS WERE OBSERVED UNLESS OTHERWISE SHOWN HEREON.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	TANGENT
C1	1700.55'	11308.16'	8°36'56"	N 85°21'05" W	1688.95'	851.89'
C2	204.11'	1145.66'	10°12'28"	N 24°52'34" E	203.84'	102.33'
C3	68.03'	219.88'	17°12'28"	S 74°23'42" E	65.78'	33.29'
C4	135.60'	1080.28'	7°11'51"	S 80°15'05" E	135.51'	67.89'
C5	135.23'	11429.16'	0°40'40"	S 84°12'18" E	135.22'	67.61'

LINE	BEARING	DISTANCE
L1	N 75°27'38" W	133.62'
L2	N 76°28'11" W	25.08'
L3	N 67°63'11" W	26.18'
L4	S 89°51'58" W	78.95'
L5	N 81°02'37" W	178.70'
L6	N 61°51'45" E	89.64'
L7	N 33°40'54" E	56.40'
L8	N 43°28'50" E	113.16'
L9	N 45°33'53" E	111.05'
L10	N 36°01'48" E	165.92'
L11	N 31°28'20" E	109.58'
L12	N 15°24'20" E	56.28'
L13	N 20°08'41" E	260.78'
L14	N 71°49'45" E	91.89'
L15	N 07°00'03" E	2.13'
L16	S 83°50'52" E	90.66'

LEGEND

- REBAR AND CAP SET
- REBAR AND CAP FOUND
- UTILITY POLE
- ⊙ LIGHT POLE
- WATER METER
- WATER VALVE
- FIRE HYDRANT
- SEWER MANHOLE
- SEWER CLEANOUT
- PROPERTY LINE
- - - EASEMENT LINE
- OVERHEAD UTILITY
- GAS LINE

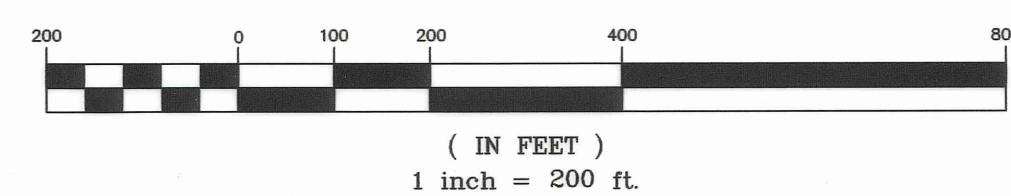


SCHEDULE B, PART II - EXCEPTIONS

- DEED (AND REVERTIBLE EASEMENT) BETWEEN WILLIAM V. RONEY AND BETTY H. RONEY, HIS WIFE AND HAGERSTOWN TRUST COMPANY, HAGERSTOWN, MARYLAND DATED JULY 20, 1976 AND RECORDED ON AUGUST 6, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 615, FOLIO 646. **SHOWN HEREON**
- DEED BETWEEN STATE OF MARYLAND AND STATE ROADS COMMISSION OF MARYLAND DATED MAY 5, 1955 AND RECORDED ON MAY 6, 1955 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 296, FOLIO 645 (SRC PLAT 1340B) **SHOWN HEREON**
- RIGHT OF WAY AGREEMENT DATED AUGUST 3, 1972, MADE BY AND BETWEEN WILLIAM V. RONEY AND BETTY H. RONEY AND THE POTOMAC EDISON COMPANY OF HAGERSTOWN, AND RECORDED ON APRIL 17, 1973 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 558, FOLIO 450. **NON-PLOTTABLE**
- RIGHT OF WAY AGREEMENT DATED MARCH 23, 1976, MADE BY AND BETWEEN WILLIAM V. RONEY AND BETTY H. RONEY AND THE POTOMAC EDISON COMPANY, AND RECORDED ON MAY 26, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 615, FOLIO 182. **NON-PLOTTABLE**
- RIGHT OF WAY AGREEMENT DATED AUGUST 5, 1955, MADE BY AND BETWEEN CATHARINE V. RONEY, WIDOW AND THE POTOMAC EDISON COMPANY, AND RECORDED ON NOVEMBER 18, 1974 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 300, FOLIO 535. **NON-PLOTTABLE**
- DEED BETWEEN CATHARINE S. RONEY AND STATE OF MARYLAND, TO THE USE OF THE STATE ROADS COMMISSION OF MARYLAND DATED NOVEMBER 25, 1968 AND RECORDED ON JULY 1, 1969 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 492, FOLIO 34. (SRC PLATS 35062 AND 35063) **SHOWN HEREON**
- RIGHT OF WAY AGREEMENT DATED SEPTEMBER 12, 1974, MADE BY AND BETWEEN CATHARINE V. RONEY, WIDOW AND THE POTOMAC EDISON COMPANY, AND RECORDED ON NOVEMBER 18, 1974 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 587, FOLIO 577. **NON-PLOTTABLE**
- DEED BETWEEN CATHARINE V. RONEY AND STATE ROADS COMMISSION OF MARYLAND DATED JANUARY 28, 1975 AND RECORDED ON FEBRUARY 10, 1975 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 591, FOLIO 4. (SRC PLATS 44102, 44103 AND 44819) **SHOWN HEREON**. SRC PLAT NO. 44819 WAS FOR INTENT TO PURCHASE THE REMAINING CATHARINE S. RONEY PROPERTY ON THE NORTHWEST SIDE OF MD ROUTE 632.
- DEED (AND REVERTIBLE EASEMENT) BETWEEN CATHARINE S. RONEY, WIDOW AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, A BODY CORPORATE, AND POLIC DATED JULY 26, 1976 AND RECORDED ON AUGUST 6, 1976 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 619, FOLIO 844. **SHOWN HEREON**
- A PLAT ENTITLED "REVIEW AND HERALD PUBLISHING, PARCEL A" RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN PLAT 10036. **SHOWN HEREON**
- A PLAT ENTITLED "REVIEW AND HERALD PUBLISHING ASSN." RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN PLATS 1485 AND 1486. **SHOWN HEREON**
- RIGHT OF WAY DATED JUNE 13, 1947, MADE BY AND BETWEEN CATHARINE V. RONEY AND THE POTOMAC EDISON COMPANY, AND RECORDED ON APRIL 1948 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 233, FOLIO 250. **NON-PLOTTABLE**
- DEED OF PERPETUAL EASEMENT AND RIGHT-OF-WAY AND DEED OF RELEASE BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, A NON-PROFIT CORPORATION, INCORPORATED IN THE DISTRICT OF COLUMBIA AND CATHARINE S. RONEY, DATED SEPTEMBER 24, 1964 AND RECORDED ON OCTOBER 24, 1964 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 773, FOLIO 33. **SHOWN HEREON**
- DEED BETWEEN CATHARINE S. RONEY, WIDOW AND WILLIAM V. RONEY AND BETTY H. RONEY, HIS WIFE DATED MARCH 6, 1961 AND RECORDED ON MARCH 7, 1961 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 365, FOLIO 277. **SHOWN HEREON**
- EASEMENT AND MAINTENANCE AGREEMENT DATED NOVEMBER 30, 2004, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, A NON-PROFIT CORPORATION OF THE DISTRICT OF COLUMBIA AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF MARYLAND AND RECORDED ON DECEMBER 1, 2004 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 2507, FOLIO 609. **SHOWN HEREON**
- RIGHT OF WAY AGREEMENT DATED MAY 13, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. AND THE POTOMAC EDISON COMPANY, AND RECORDED ON MAY 27, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 728, FOLIO 613. **NON-PLOTTABLE**
- RIGHT OF WAY DATED MAY 25, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION AND COLUMBIA GAS OF MARYLAND, INC., A DELAWARE CORPORATION, AND RECORDED ON JULY 19, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 730, FOLIO 844. **SHOWN HEREON**
- RIGHT OF WAY AGREEMENT FOR ELECTRIC SUBSTATION AND ASSOCIATED DISTRIBUTION LINES DATED JULY 19, 1982, MADE BY AND BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION AND THE POTOMAC EDISON COMPANY, AND RECORDED ON JULY 22, 1982 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 730, FOLIO 1036. **SHOWN HEREON**
- DEED OF PERPETUAL EASEMENT AND RIGHT-OF-WAY BETWEEN REVIEW AND HERALD PUBLISHING ASSOCIATION (ALSO KNOWN AS THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC.), A NON-PROFIT CORPORATION, INCORPORATED IN THE DISTRICT OF COLUMBIA AND ATLANTIC HOME CONSTRUCTION, LLC A LIMITED LIABILITY COMPANY DATED JANUARY 16, 2018 AND RECORDED ON FEBRUARY 1, 2018 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND IN LIBER 5884, FOLIO 335. **SHOWN HEREON**
- RIGHT OF WAY DATED MAY 29, 1964 AND RECORDED JUNE 10, 1964 AMONG THE AFORESAID LAND RECORDS IN LIBER 6MS 409, PAGE 82 BY AND BETWEEN CATHARINE V. RONEY, ET AL AND AMERICAN TELEPHONE & TELEGRAPH COMPANY OF BALTIMORE CITY. **NON-PLOTTABLE**
- INSPECTION AND MAINTENANCE AGREEMENT OF STORMWATER MANAGEMENT FACILITIES DATED NOVEMBER 3, 2021 AND RECORDED NOVEMBER 8, 2021 AMONG THE AFORESAID LAND RECORDS IN BOOK 8854, PAGE 480 BY AND BETWEEN HAGERSTOWN INDUSTRIAL PROPERTIES LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY AND THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND. **NON-PLOTTABLE**



GRAPHIC SCALE



- EXISTING SANITARY SEWER EASEMENT
- EXISTING ELECTRIC EASEMENT
- EXISTING DRAINAGE EASEMENT
- EXISTING FIBER OPTIC EASEMENT



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 PHONE: (301)695-0880
 FAX: (301)293-6009
 Email: foxassoc@foxassocinc.com

MEY	MEY	DATE
2/16/22	2/16/22	2/16/22

ALTA / NSPS LAND TITLE SURVEY
HAGERSTOWN INDUSTRIAL
PROPERTIES, LLC
 SITUATE AT 55 WEST OAK RIDGE DRIVE
 ELECTION DISTRICT 10
 WASHINGTON COUNTY, MARYLAND

SCALE: 1"=200'

PROJECT NO. **20-43604**
 DRAWING NO. **D-6895**
 DATE: **2-11-2022**
 DRAWN BY: **MEH**
 CHECKED BY: **GEN**

SHEET 1 OF 2

TAX MAP 57, PARCEL 635

SITUATE NORTH OF INTERSTATE 70 AND SOUTH OF WEST OAK RIDGE DRIVE IN DISTRICT NUMBER 10, WASHINGTON COUNTY, MARYLAND.

BEGINNING AT A REBAR FOUND ALONG THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE AS SHOWN ON WASHINGTON COUNTY, MARYLAND ENGINEERING DEPARTMENT PLAT NO. 100-10-163 AND 100-10-164, RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS OF OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP (LIBER 1345, FOLIO 614), THENCE WITH THE WESTERN BOUNDARY OF THE LANDS OF THE OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP

1) SOUTH 21° 21' 11" WEST 2,692.35 FEET TO A REBAR AND CAP FOUND AT THE SOUTHWEST CORNER OF THE SAID OUTLET VILLAGE OF HAGERSTOWN LIMITED PARTNERSHIP, SAID POINT BEING ALONG THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLAT NO. 35063, THENCE WITH THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET, AN ARC LENGTH OF 781.07 FEET, A DELTA OF 03° 57' 50", AND A CHORD OF

2) NORTH 87° 40' 50" WEST 780.92 FEET TO A REBAR AND CAP FOUND AT THE SOUTHEAST CORNER OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. (LIBER 1345, FOLIO 614), THENCE LEAVING THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AND RUNNING WITH THE EASTERN BOUNDARY OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. THE FOLLOWING THREE (3) COURSES;

3) NORTH 18° 07' 09" EAST 746.10 FEET TO A REBAR AND CAP FOUND, THENCE

4) NORTH 23° 01' 28" EAST 1,160.00 FEET TO A REBAR AND CAP FOUND, THENCE

5) NORTH 18° 28' 04" EAST 824.83 FEET TO A REBAR AND CAP SET IN THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE, THENCE WITH THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE THE FOLLOWING FOUR (4) COURSES;

6) SOUTH 84° 31' 47" EAST 308.79 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,429.16 FEET, AN ARC LENGTH OF 135.23 FEET, A DELTA OF 00° 40' 40", AND A CHORD OF

7) SOUTH 84° 12' 18" EAST 135.22 TO A REBAR AND CAP SET, THENCE

8) SOUTH 83° 52' 24" EAST 369.74 FEET TO A REBAR AND CAP SET, THENCE

9) SOUTH 82° 29' 05" EAST 4.08 FEET TO THE POINT OF BEGINNING.

SAVING AND EXCEPTING THEREFROM ALL THAT PARCEL OF LAND CONVEYED FROM THE REVIEW AND HERALD PUBLISHING ASSOCIATION UNTO THE CITY OF HAGERSTOWN, MARYLAND BY DEED DATED SEPTEMBER 24, 1994 AND RECORDED IN LIBER 773 AT FOLIO 33 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

CONTAINING IN TOTAL 2,071,928 SQUARE FEET OR 47.56492 ACRES OF LAND MORE OR LESS.

BEING PART OF THE LANDS CONVEYED BY THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. UNTO THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345 AT FOLIO 614 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

TAX MAP 57, PARCEL 177

SITUATE NORTH OF INTERSTATE 70 AND SOUTH OF WEST OAK RIDGE DRIVE IN DISTRICT NUMBER 10, WASHINGTON COUNTY, MARYLAND.

BEGINNING AT A REBAR AND CAP SET ALONG THE SOUTHERN RIGHT OF WAY OF WEST OAK RIDGE DRIVE AS SHOWN ON WASHINGTON COUNTY, MARYLAND ENGINEERING DEPARTMENT PLAT NO. 100-10-163 AND 100-10-164, AND STATE ROADS COMMISSION OF MARYLAND PLAT NO. 13408 AND 44103 RECORDED AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND, SAID POINT BEING THE NORTHWEST CORNER OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. (LIBER 1345, FOLIO 614), THENCE WITH THE EASTERN BOUNDARY OF THE LANDS OF THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. THE FOLLOWING THREE (3) COURSES

1) SOUTH 18° 28' 04" WEST 824.80 FEET TO A REBAR AND CAP FOUND, THENCE

2) SOUTH 23° 01' 28" WEST 1,160.00 FEET TO A REBAR AND CAP, THENCE

3) SOUTH 18° 07' 09" EAST 746.10 FEET TO A REBAR AND CAP FOUND IN THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 AS SHOWN ON STATE ROADS COMMISSION OF MARYLAND PLAT NO. 35062 AND 35063, THENCE WITH THE NORTHERN RIGHT OF WAY OF INTERSTATE 70 THE FOLLOWING SIX (6) COURSES; THE FIRST BEING A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 11,309.16 FEET, AN ARC LENGTH OF 919.48 FEET, A DELTA OF 04° 39' 30", AND A CHORD OF

4) NORTH 83° 22' 22" WEST 919.22 FEET TO A REBAR AND CAP SET, THENCE

5) NORTH 75° 27' 38" WEST 133.62 FEET TO A REBAR AND CAP SET, THENCE

6) NORTH 76° 28' 11" WEST 25.08 FEET TO A REBAR AND CAP SET, THENCE

7) NORTH 87° 53' 11" WEST 25.18 FEET TO A REBAR AND CAP SET, THENCE

8) SOUTH 89° 51' 58" WEST 75.95 FEET TO A REBAR AND CAP SET, THENCE

9) NORTH 81° 02' 37" WEST 178.70 FEET TO A REBAR AND CAP FOUND IN THE EASTERN BOUNDARY OF THE NORFOLK SOUTHERN RAILWAY, THENCE WITH THE EASTERN BOUNDARY OF THE NORFOLK SOUTHERN RAILWAY

10) NORTH 18° 53' 55" EAST 1,615.54 FEET TO A REBAR AND CAP SET IN THE EASTERN RIGHT OF WAY OF MARYLAND 632 (DOWNSVILLE PIKE), THENCE WITH THE EASTERN RIGHT OF WAY OF MARYLAND ROUTE 632 (DOWNSVILLE PIKE) THE FOLLOWING NINE (9) COURSES

11) NORTH 61° 51' 46" EAST 89.84 FEET TO A REBAR AND CAP SET, THENCE

12) NORTH 53° 49' 54" EAST 56.40 FEET TO A REBAR AND CAP SET, THENCE

13) NORTH 43° 28' 50" EAST 113.16 FEET TO A REBAR AND CAP SET, THENCE

14) NORTH 45° 33' 53" EAST 111.05 FEET TO A REBAR AND CAP SET, THENCE

15) NORTH 36° 01' 48" EAST 165.92 FEET TO A REBAR AND CAP SET, THENCE

16) NORTH 31° 28' 20" EAST 109.56 FEET TO A REBAR AND CAP SET, THENCE

17) NORTH 15° 24' 20" EAST 56.29 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1145.66 FEET, AN ARC LENGTH OF 204.11, A DELTA OF 10° 12' 28", AND A CHORD OF

18) NORTH 24° 52' 34" EAST 203.84 FEET TO A REBAR AND CAP SET, THENCE

19) NORTH 20° 08' 41" EAST 260.79 FEET TO A REBAR AND CAP SET, THENCE

20) NORTH 71° 49' 35" EAST 97.59 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 219.86 FEET, AN ARC LENGTH OF 66.03 FEET, A DELTA OF 17° 12' 25", AND A CHORD OF

21) SOUTH 74° 23' 42" EAST 65.78 FEET TO A REBAR AND CAP SET, THENCE

22) NORTH 07° 00' 03" EAST 2.13 FEET TO A REBAR AND CAP SET, THENCE WITH A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1,080.28 FEET, AN ARC LENGTH OF 135.60 FEET, A DELTA OF 07° 11' 31", AND A CHORD OF

23) SOUTH 80° 15' 05" EAST 135.51 FEET TO A REBAR AND CAP SET, THENCE

24) SOUTH 83° 50' 52" EAST 90.66 FEET TO A REBAR AND CAP SET, THENCE

25) SOUTH 84° 31' 47" EAST 764.41 FEET TO THE POINT OF BEGINNING.

CONTAINING IN TOTAL 3,440,306 SQUARE FEET OR 78.97856 ACRES OF LAND MORE OR LESS.

BEING PART OF THE LANDS CONVEYED BY THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. UNTO THE REVIEW AND HERALD PUBLISHING ASSOCIATION, INC. BY DEED DATED JUNE 24, 1997 AND RECORDED IN LIBER 1345 AT FOLIO 614 AMONG THE LAND RECORDS OF WASHINGTON COUNTY, MARYLAND.

FOX

& ASSOCIATES INC.

Est. 1966

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FOX & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

82 WORMANS MILL COURT
SUITE 'C'
FREDERICK, MD. 21701
PHONE: (301) 695-0880
FAX: (301) 293-0009
Email: foxassoc@foxassocinc.com
www.foxassocinc.com

MEH

DRAWN BY

ADDED ITEM # 28 TO SCHEDULE B
PART II EXCEPTIONS

REVISION

2/16/22

DATE

ALTA / NSPS LAND TITLE SURVEY

HAGERSTOWN INDUSTRIAL PROPERTIES, LLC

SITUATE AT 55 EAST OAK RIDGE DRIVE
ELECTION DISTRICT 10
WASHINGTON COUNTY, MARYLAND

SCALE: 1"=150'

PROJECT NO. 20-43604

DRAWING NO. D-6895

DATE: 2-11-2022

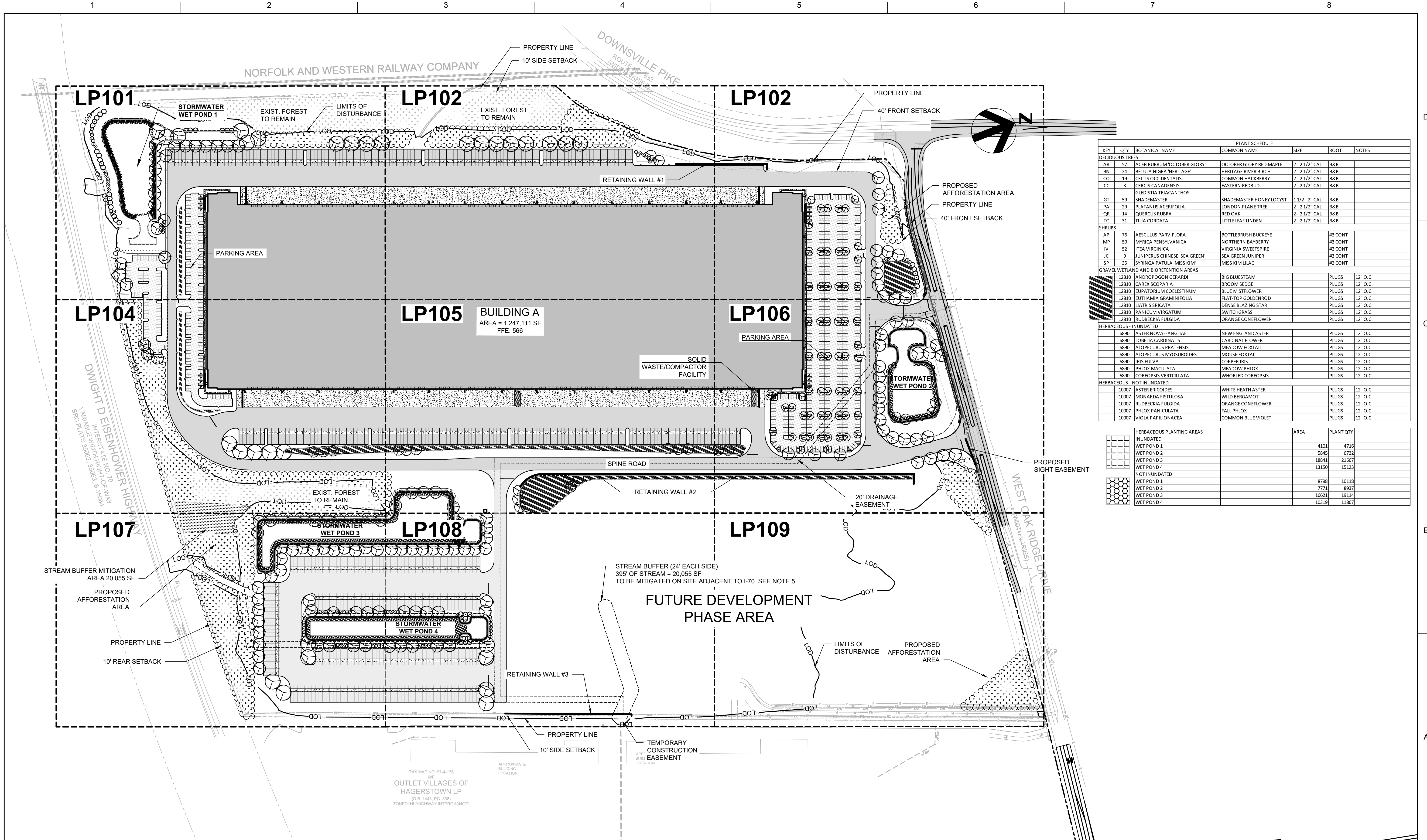
DRAWN BY: MEH

CHECKED BY: GEN

SHEET 2 OF 2

P:\12014262.dwg 55 W Oak Ridge Survey Drawings\J&R 021722.dwg Plot 25_2022 10:42am User: MHC

Exhibit C
(Site Plan Modifications)



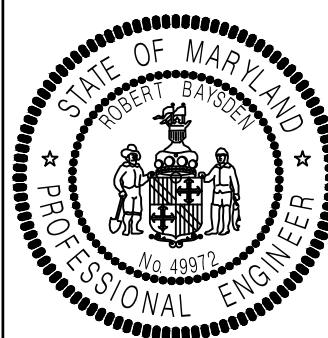
PLANT SCHEDULE					
KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE	ROOT
DECIDUOUS TREES					
AR	57	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	2 - 1 1/2" CAL	B&B
BN	24	BETULA NIGRA 'HERITAGE'	HERITAGE RIVER BIRCH	2 - 1 1/2" CAL	B&B
CO	19	CELTIS OCCIDENTALIS	COMMON HACKBERRY	2 - 1 1/2" CAL	B&B
CC	3	CERCIS CANADENSIS	EASTERN REDBUD	2 - 1 1/2" CAL	B&B
GT	59	GLEDITSIA TRIACANTHOS	SHADEMASTER HONEY LOCYST	1 1/2 - 2" CAL	B&B
PA	29	PLATANUS ACERIFOLIA	LONDON PLANE TREE	2 - 1 1/2" CAL	B&B
QR	14	QUERCUS RUBRA	RED OAK	2 - 1 1/2" CAL	B&B
TC	31	TILIA CORDATA	LITTLELEAF LINDEN	2 - 1 1/2" CAL	B&B
SHRUBS					
AP	76	AESCULUS PARVIFLORA	BOTTLEBRUSH BUCKEYE		#3 CONT
MP	50	MYRICA PENNSYLVANICA	NORTHERN BAYBERRY		#3 CONT
IV	52	ITEA VIRGINICA	VIRGINIA SWEETSPICE		#2 CONT
JC	9	JUNIPERUS CHINESE 'SEA GREEN'	SEA GREEN JUNIPER		#3 CONT
SP	35	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC		#2 CONT
GRAVEL WETLAND AND BIOTRETATION AREAS					
12810		ANDROPOGON GERARDII	BIG BLUESTEAM		PLUGS 12" O.C.
12810		CAREX SCOPARIA	BROOM SEDGE		PLUGS 12" O.C.
12810		EUPATORIUM COELESTINUM	BLUE MISTFLOWER		PLUGS 12" O.C.
12810		EUTHAMIA GRAMINIFOLIA	FLAT-TOP GOLDENROD		PLUGS 12" O.C.
12810		LIATRIS SPICATA	DENSE BLAZING STAR		PLUGS 12" O.C.
12810		PANICUM VIRGATUM	SWITCHGRASS		PLUGS 12" O.C.
12810		RUDBECKIA FULGIDA	ORANGE CONEFLOWER		PLUGS 12" O.C.
HERBACEOUS - INUNDATED					
6890		ASTER NOVAE-ANGLIAE	NEW ENGLAND ASTER		PLUGS 12" O.C.
6890		LOBELIA CARDINALIS	CARDINAL FLOWER		PLUGS 12" O.C.
6890		ALOPECURUS PRATENSIS	MEADOW FOXTAIL		PLUGS 12" O.C.
6890		ALOPECURUS MYOSUROIDES	MOUSE FOXTAIL		PLUGS 12" O.C.
6890		IRIS FULVA	COPPER IRIS		PLUGS 12" O.C.
6890		PHLOX MACULATA	MEADOW PHLOX		PLUGS 12" O.C.
6890		COREOPSIS VERTICILLATA	WHORLED COREOPSIS		PLUGS 12" O.C.
HERBACEOUS - NOT INUNDATED					
10007		ASTER ERICOIDES	WHITE HEATH ASTER		PLUGS 12" O.C.
10007		MONARDA FISTULOSA	WILD BERGAMOT		PLUGS 12" O.C.
10007		RUDBECKIA FULGIDA	ORANGE CONEFLOWER		PLUGS 12" O.C.
10007		PHLOX PANICULATA	FALL PHLOX		PLUGS 12" O.C.
10007		VIOLA PAPILIONACEA	COMMON BLUE VIOLET		PLUGS 12" O.C.
HERBACEOUS PLANTING AREAS					
INUNDATED			AREA	PLANT QTY	
WET POND 1			4101	4716	
WET POND 2			5845	6722	
WET POND 3			18841	21667	
WET POND 4			13150	15123	
NOT INUNDATED					
WET POND 1			8798	10118	
WET POND 2			7771	8937	
WET POND 3			16621	19114	
WET POND 4			10319	11867	



HDR Engineering, Inc.
8115 MAPLE LAWN BLVD #360
FULTON, MD 20759
301.289.7238
Registration #: 48864

ISSUE	DATE	DESCRIPTION
G	09/24/2021	SITE PLAN 1ST SUBMITTAL
F	09/17/2021	SITE SPECIFIC GRADING PLAN 5TH SUBMITTAL
E	08/24/2021	SITE SPECIFIC GRADING PLAN 4TH SUBMITTAL
D	06/30/2021	SITE SPECIFIC GRADING PLAN 3RD SUBMITTAL
C	06/04/2021	SITE SPECIFIC GRADING PLAN 2ND SUBMITTAL
B	04/22/2021	SITE SPECIFIC GRADING PLAN
A	03/12/2021	WASHINGTON COUNTY CONCEPT SUBMITTAL

PROJECT MANAGER ROBERT BAYSDEN, PE	
DESIGNED BY	PATRICK SCHOENECKER, PE
QC	DAVID BAKER, PE
DRAWN BY	BRAD KING
PROJECT NUMBER	10255933

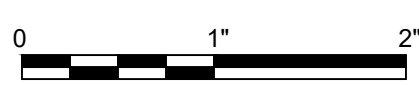


PROFESSIONAL CERTIFICATION
I HEREBY CERTIFY THAT THESE DOCUMENTS WERE PREPARED OR APPROVED BY ME, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MARYLAND.
LICENSE NO. 10972 EXPIRATION DATE: 10/02/2022
REGISTERED PROFESSIONAL ENGINEER
09/24/2021 HDR ENGINEERING, INC.
DATE FIRM
CONTACT: 704-973-6883

HAGERSTOWN INDUSTRIAL PROPERTIES, LLC
100 DUNBAR STREET, SUITE 400
SPARTANBURG, SC 29306

55 WEST OAK RIDGE DRIVE
WASHINGTON COUNTY, MARYLAND
55 WEST OAK RIDGE ROAD
HAGERSTOWN, MD 21740-7301
TAX MAP NO. 57-3-177 & 57-3-635
ELECTION DISTRICT 6, INDUSTRIAL ZONING
PRELIMINARY
NOT FOR CONSTRUCTION

OVERALL LANDSCAPE PLAN




FILENAME LP100.DWG
SCALE 1" = 150'

SHEET
LP100

MEMORANDUM

TO: Kathleen A. Maher, AICP, Director, Planning and Code Administration Department

FROM:  Stephen R. Bockmiller, AICP, Development Review Planner/Zoning Administrator

SUBJECT: Review and Herald Site – County Site Plan Review

DATE: January 10, 2022

The following is a list of comments and noticeable inconsistencies of the site plan being processed with the county with the City's zoning and subdivision/site plan ordinances. This was a generalized review and not an item-by-item, line-by-line plan review for every provision of the Land Management Code, but given circumstances, accurately reflects any issues of importance the City should be aware of when discussing with the applicant and the County.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.
2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of street rights of way.
3. The plan says a waiver is being requested to change parking stall dimensions from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.
4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.
5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction of improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ridge Drive sidewalk to the building should be required.
6. The adjacent outlet mall, with its stores and food court is available to provide services for employees of the warehouse before or after work or during lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.
7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.
8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed

research (usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.
10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also, any and all references on plans, plats and easement documents regarding administration and enforcement of the forest conservation plan should mention or refer to the county may assign the plan and enforcement of its provisions to the City upon or after annexation so there is no question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (feet is calculated based on an approved area required and the fee rate in effect when remitted). There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.
11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.
12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The City requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in this development.
13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, given their size and visibility. There are no street trees shown along Oak Ridge Drive.

If you have any questions, please contact me at your convenience.



JOHNSON DEVELOPMENT ASSOCIATES, INC.
REAL ESTATE DEVELOPERS

City of Hagerstown
Planning and Zoning
Kathleen Maher
Director of Planning
1 E. Franklin St.
Hagerstown, MD 21740

January 18, 2022

RE: 55 West Oak Ridge Drive – City Site Plan Review Warehouse (SP-21-028)

This letter is in response to your comment letter dated January 10th, 2022 regarding the Review and Herald Site - County Site Plan Review letter.

1. The plan does not appear to show parking lot perimeter shrubs that the City requires 1 per 4 linear feet of perimeter adjacent to public streets and property lines.

Response: Parking lots onsite are setback significantly from public streets and property lines. Applicant elects to maintain parking lot perimeter as currently shown on the plans and abide by County standards.

2. The plan seems to show some afforestation areas along Oak Ridge Drive to extend into the existing and/or proposed right of way. All forest conservation should be kept out of streets right of way.

Response: Applicant will adjust to remove afforestation from proposed or existing ROW.

3. The plan says a waiver is being requested to change parking stall dimension from 9x20 feet to 9x18 feet. The target size is the standard in the City's ordinances for a parking space.

Response: Acknowledged.

4. The plan shows a request to reduce parking from 913 to 760 spaces. Per the shown allocation of space in this building, the City's zoning ordinance would require 604 parking spaces for the warehouse use and 187 spaces for the office use for a total of 791 spaces. The proposed amount of parking for which they seek variance from the County would put on-site parking at a little less than 4% below current City ordinance requirements.



Response: Applicant elects to maintain 760 spaces as currently shown on the plans in accordance with Applicant's approved variance from the Board of Appeals for Washington County, MD (AP2021-006).

5. It is important that the applicant has provided public sidewalk along West Oak Ridge Drive and this should remain in the plan through completion of the plan and construction improvements. The City ordinance requires a pedestrian walkway from the public sidewalk to the front of the building. Otherwise, pedestrians will have to walk in the driveway or beat a path into the grass to walk from the street to the building. A pedestrian connection from the Oak Ride Drive sidewalk to the building should be required.

Response: Applicant has included sidewalk along the West Oak Ridge Drive frontage of Building 1's parcel. Applicant will include sidewalk along the West Oak Ridge Drive frontage of Building 2's parcel in that future site plan submission. Applicant elects to only install the sidewalk along the public street frontage due to the proposed buildings setback from the street frontage, and the expected minimal use, if any, of employees utilizing pedestrian pathways to the site.

6. The adjacent outlet mall, with its stores and food court is available to provide services from employees of the warehouse before of after work or during a lunch break. With such resources next door and readily available, if the owner of the outlets consents, a pedestrian connection to the outlet property should be provided.

Response: Applicant elects to move forward on the site plan without a pedestrian connection to the neighboring outlet mall. Applicant does not have consent for such connection, and the additional site access point could cause safety and security issues for future tenant operations on site.

7. There doesn't appear to be landscaping or forest planting along the common property line with the outlets. Since trailer parking will be the dominant use of this area, the outlets, as a destination, should be buffered from the warehouse facility with forest conservation and or significant landscaping.

Response: There is existing evergreen vegetation along the property line on the outlet's property which provides significant screening. Applicant is providing afforestation adjacent to the remote trailer parking area on site. Applicant elects to move forward with the landscaping plan as currently designed.

8. The City's ordinance has certain protocols for ensuring that there are no overlooked or undiscovered human burial sites on development sites – especially large ones on the perimeter of the city such as this one. Documentation should be provided to the record showing that due diligence has been conducted by field reconnaissance and deed research



(usually part of the Alta survey anyway) that no cemeteries are known or are believed to exist on the property.

Response: *The ALTA Survey did not identify any cemeteries on site.*

9. The slope from Downsville Pike into the front parking area should have landscaping trees installed in it.

Response: *Applicant will add trees to this area on the Landscape Plan.*

10. It appears that the forest conservation plan addresses the entire tract, including the pad site. Is this correct? Since the City will inherit administration of this forest conservation plan, a copy of the county's forest conservation file contents should be provided to the City. Also any and all references on plans, plats and easement documents regarding administration and enforcement of its provisions to the City upon or after annexation so there is no question of legality. Will the City or the County collect the payment in lieu fees? If the City, the City's current rate is 35 cents per square foot (fee is calculated based on an approved area required and the fee rate in effect when remitted.) There appears to be some inconsistencies in the forest conservation calculation chart on page 356. City and County staff will need to discuss so City staff understands how the county came to these figures.

Response: The Forest Conservation Plan addresses the entire tract; both Parcels 10-065011 and 10-018757. The Applicant agrees to share a copy of the Forest Conservation File with the City upon approval from Washington County. As the County is approving the Forest Conservation Plat, the County will collect any associated fees. The Applicant is still undergoing review with the County; any inconsistencies identified during the review process will be addressed at that time.

11. There appear to be parking lot trees that are to be planted in areas shown as afforestation along the west side of the parking area on the west side of the building.

Response: *Applicant will relocate parking lot trees out of afforestation areas.*

12. There are no parking lot trees in the rear parking lot. City staff did not do a complete census of trees shown in the plan. The city requires one tree for every 8 parking spaces in a parking lot. Therefore, the City would require 95 trees in and around the parking lots in the development.

Response: *Applicant elects to move forward with the current parking lot design and abide by county standards.*



13. The City's ordinances strongly discourage the construction of stormwater management facilities along street rights of way, but when it occurs, effective landscape buffers are required. The landscaping along the front of the two stormwater facilities along West Oak Ridge Drive seem like reasonable attention was paid to this issue, however there appears to be additional room and the City would encourage more extensive planting between the facilities and the street to screen them as effectively as circumstances allow, give their size and visibility. There are no street trees shown along Oak Ridge Drive.

Response: *Applicant will provide additional landscaping along West Oak Ridge Drive.*

Respectfully,

Miguel Villarreal
Development Manager, Industrial Division

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

Topic:

Recommendation for New City Farmer's Market at University Plaza - *Cathleen Miller, Farmer's Market Coordinator, and Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Farmer_s_Market.pdf

Description

Memo - Farmer's Market



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator

FROM: Cathleen Miller, Farmer's Market Coordinator
Chris Siemerling, Economic Development Specialist

DATE: March 8, 2022

RE: Recommendation for New City Farmer's Market at University Plaza

At the March 15 2022 Work Session, staff will review a draft recommendation for the new, seasonal outdoor City Farmer's Market in downtown Hagerstown at University Plaza.

Staff reviewed the following site alternatives discussed in the December 14, 2022 Work Session: 1.) Hatter's Plaza on the Cultural Trail; 2.) Public Square; and 3.) the Central Parking Lot. Staff are presenting University Plaza as the recommended site location. Attached are the recommended Guidelines and Application Form. A summary the key elements is as follows:

Seasonal Outdoor Farmers Market – Saturdays – University Plaza, 50 W. Washington Street

City Farmer's Market – University Plaza, Downtown

Saturdays

8 am – 12 pm

June 4, 2022 – October 8, 2022

Season is 4 months/17 weeks (Total 19 – 2)

Annual Application/Selection Process

Vendor Fees: Full Season: \$100

Weekly: \$10 per week (required minimum 1 Saturday per month/minimum 4)

Guideline require attendance and not more than 3 absences

Attached Draft Layout – Accommodates approximately 38 vendors

Format

City provides space and market coordination/promotion

Indoor Restrooms at 60 W. Washington, USMH Building

Vendors provide their needed equipment, tables, tents (if desired)

Dates in 2022 with Conflicts with Scheduled Events –No Market held on These Dates

6/18/22 – Juneteenth

7/30/22 – Freedom Fest (?TBD – possible coordination of timing)

10/15/22 – FiberFest

Additional Idea - Pop-Up Indoor Market Events at Spring/Easter Season and the Holiday Season

In addition, staff will continue to explore the idea of Pop-Up Market Events in select seasons.

Saturdays, December 3, 10 & 17, 2022 (Holiday pop-up)

Locations – To Be Further Explored

Preference to location with proximity to Downtown for economic impact

Background

The current City Farmer's Market property at 25 W. Church Street is under contract for sale. The City will be operating the City Farmer's Market into the month of May 2022. The last day of operations in the building has yet to be determined.

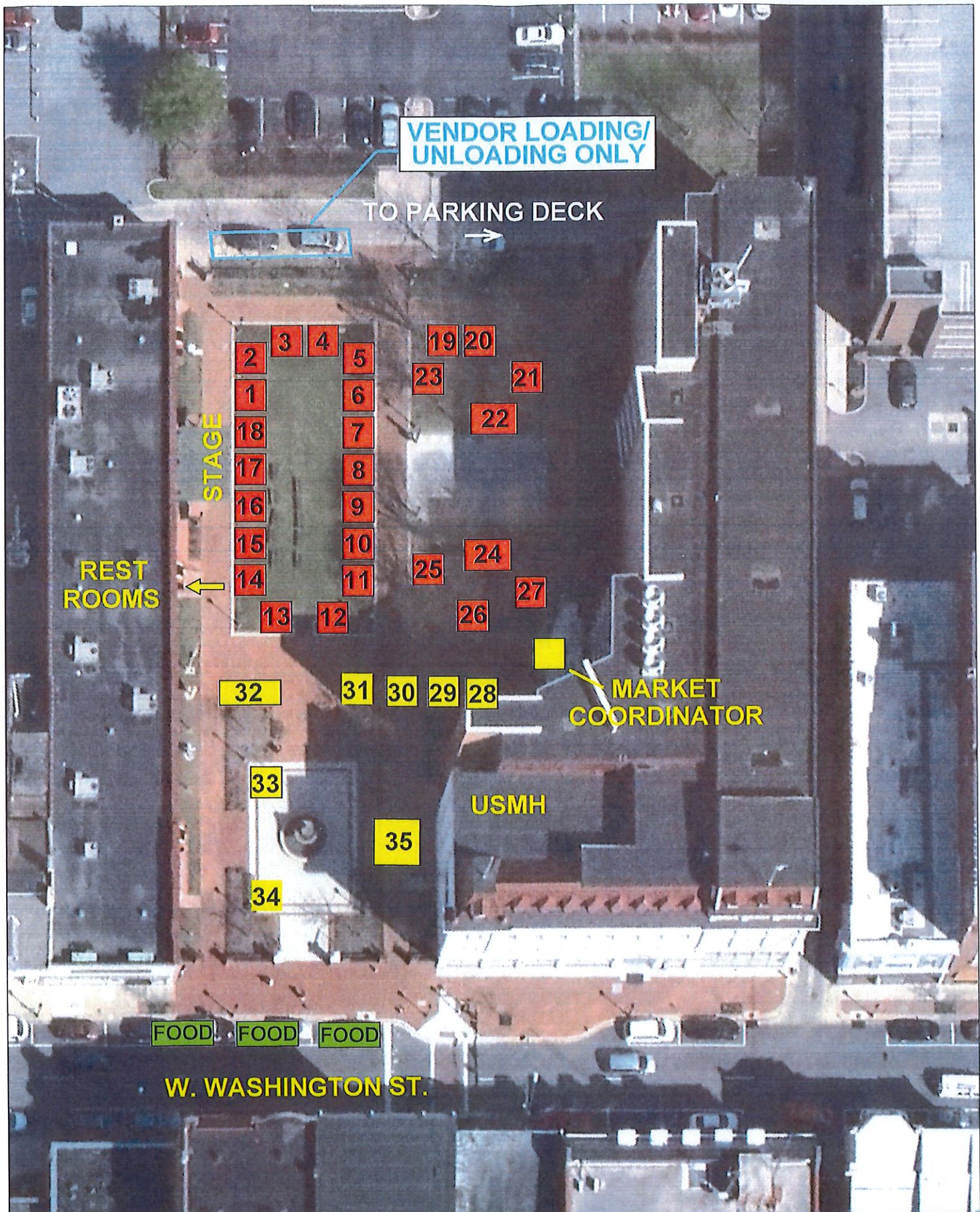
Attachments

Proposed Layout of New, Seasonal City Farmer's Market in University Plaza

Draft Motion

Draft Guidelines and Application Form

c: Rodney Tissue
Eric Deike
Doug Reaser
Michelle Hepburn



SEASONAL FARMERS MARKET - UNIVERSITY PLAZA

■ = on sidewalk ■ = on grass

SCALE 1"=40'
MAR 8 '22

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: March 22, 2022

TOPIC: Approval of Application Form and Guidelines for the Historic City
Farmers Market at University Plaza, 50 W. Washington Street

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

MOTION: I hereby move for the Mayor and City Council to approve the attached Application Form and Guidelines for the Historic City Farmers Market at University Plaza, 50 W. Washington Street. Staff may make administrative edits from time to time with the approval of the City Administrator.

DATE OF INTRODUCTION:	3/22/2022
DATE OF PASSAGE:	3/22/2022
EFFECTIVE DATE:	3/22/2022



CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development

Dear Prospective Vendor,

Thank you for your interest in becoming a vendor at the Historic City Farmers Market.

Attached are the Vendor Application and Agreement; Hagerstown Hold Harmless Agreement; Market Guidelines and Park Rules. A copy of each document will be provided to you at the time of your signature.

The Historic City Farmers Market is an outdoor, seasonal market located at University Plaza, 50 West Washington Street, Hagerstown, Md. It offers space to vendors who sell locally grown and locally produced products. The Market hours are Saturday from 8 am-12 pm, May - October.

When filling out the application, please be specific about your products and list all of the items you intend to sell at the Market. We ask for photographs of your items and of your merchandising setups so that we can understand your product.

Again, thank you for interest in the City Farmers' Market. We look forward to reviewing your application. If you have any questions or concerns, please call 240-675-5965 or email cmiller@hagerstownmd.org.

Sincerely,

City of Hagerstown

Cathleen Miller
Farmers Market Coordinator
240-675-5965
cmiller@hagerstownmd.org

[DRAFT 03/15/22]

**City of Hagerstown, Maryland
Historic City Farmers Market**

VENDOR APPLICATION and AGREEMENT

Please complete this application in full. Market staff will review the entire application and notify you when a decision has been made on your application.

Date: _____ Desired Market Start Date: _____

Name: _____

Name of Business (if applicable): _____

Address: _____

City/State/Zip: _____

Phone: _____ Cell: _____

Email: _____

Website: _____

Social Media: _____

Maryland Business Registration #: _____
(Number from Department of Assessments & Taxation)

Check the vendor categories that apply to the products you intend to sell:

☐ **Farmer** (grows and/or produces agricultural products)

☐ **Food Truck** (locally prepared and/or prepared at the Market)

☐ **Farmer Representative** (resells agricultural products purchased directly from farmers; representatives must be able to show verification of purchase from farmer, including name and contact information of farmer)

☐ **Artisan Foods** (hand-crafted products such as cheese, bread, preserves, beverages, baked goods)

☐ **Ready-to-Eat Food** (locally prepared, including prepared at the Market)

☐ **Flowers/Plants** (cut or living plants)

☐ **Arts and Crafts** (handcrafted items)

Do you intend to cook? _____ Yes _____ No
(Vendors are to comply with all Fire Safety Codes. See attached guidelines)

Number of 10' x 10' Spaces Desired: _____ Spaces
Note: A separate fee is required per space.

Do you intend to use a tent? (Staking not allowed) _____ Yes

List all the products you intend to sell. Attach additional pages if necessary. We encourage the submission of photographs to show your products. Vendors are only permitted to sell that which is listed on this application.

Why do you want to sell your products at the City Market?

Are the items you intend to sell at the market made and/or grown by you?

If not, where and by whom are they made or grown? Do they contain local products or components? Are they unique from products found in retail stores? Please describe fully.

Are you able to supply products during the full Market Season?

Please tell us ways in which you intend to promote your business.

Vendor Fee Rates

Please select a Vendor Fee Rate option:

☐ Regular, Full Season Fee: \$100.00

☐ Weekly Fee: \$10 per week

Part time Vendors are required to provide the dates they will be in attendance. A minimum of one Saturday per month is required (minimum 4 in 4 months).

Number of Weeks: _____ Dates: _____

An annual application is required. Payment is required in advance. Once approved, make check payable to: City of Hagerstown. Mail or walk-in your payment to: DCED, Attn: Farmers Market Coordinator, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740-4987

REQUIRED ATTACHMENTS:

- ☐ Photos of the products you intend to sell and photos of your booth setup at other events, if available.
- ☐ Hold Harmless Agreement (signed)
- ☐ Copy of current Washington County Health Department Permit (if applicable)
- ☐ Copy of Maryland Sales and Use Tax License
- ☐ Certificate of Insurance (food vendors only)

We will notify you when we have made a decision on your application.

I have read, fully understand, and agree to abide by the Historic City Farmers Market Guidelines (attached to this application), as well as any future additions, modifications and/or amendments to the Guidelines. I understand that my failure to comply with any and all Guidelines may result in the loss of all Market privileges, and termination of the Vendor Agreement.

Signature

Date

This application becomes an accepted Agreement when countersigned by the City of Hagerstown.

City of Hagerstown
Cathleen Miller

Date

Return this application, the Hold Harmless Agreement and Required Attachments to:

Cathleen Miller, Farmers Market Coordinator
cmiller@hagerstownmd.org
14 N. Potomac St., Suite 200A
Hagerstown, MD 21740

**CITY OF HAGERSTOWN
HOLD HARMLESS AGREEMENT**

Vendor: _____
Event/Use: Hagerstown City Farmers' Market
Location: 50 West Washington Street (University Plaza) and any future Market locations
Dates of Use: Saturday (Market Days) and all other special Market times

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

Vendor: _____
(print)

Signed: _____
(signature)

Address: _____

Email: _____

Telephone: _____

Witness: _____

Return to:

Cathleen Miller
Farmers Market Coordinator
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
cmiller@hagerstownmd.org

Historic City Farmers Market Guidelines

Annual Application/Vendor Fee Rates

An annual application is required. Payment is required in advance. Once approved, make check payable to: City of Hagerstown. Mail or walk-in your payment to: DCED, Attn: Farmers Market Coordinator, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740-4987

Vendor Fee Rate options are:

- Regular, Full Season Fee: \$100.00
- Weekly Fee: \$10 per week
Part time Vendors are required to provide the dates they will be in attendance. A minimum of one Saturday per month is required (minimum 4 in 4 months).

Allowed Market Products

1. The City Market provides the community with the opportunity to shop for a wide variety of locally grown and produced products. We accept vendors selling:
 - Locally grown fruits and vegetables
 - Locally raised meat
 - Locally baked goods
 - Locally made artisan foods
 - Local dairy products
 - Handcrafted arts and crafts items
 - Locally prepared, ready-to-eat food (including prepared at the Market)
2. Vendors may only sell those items specified on their application. Vendors wishing to make changes to the products they sell must notify the Market Staff in writing by filling out a "Vendor Communication & Change Form" (attached). These changes must be approved by Market Staff BEFORE the new changes may be implemented. Each vendor is limited to TWO changes in inventory per calendar year. Frequencies greater than 2 will be reviewed by Market Staff.

Criteria for Selection of Vendors

3. The following criteria will be used to select vendors for the Market:
 - Proposed products fit in one or more of the following categories:
 - i. **Farmer:** grows and/or produces agricultural products
 - ii. **Farmer Representative:** resells agricultural products that have been purchased directly from farmers; representatives must be able to show verification of purchase from farmer, including name and contact information of farmer
 - iii. **Artisan Foods:** hand-crafted products including cheese, bread, preserves, beverages, baked goods
 - iv. **Food Truck:** locally prepared and/or prepared while at the Market
 - v. **Ready-to-Eat Food:** locally prepared, and/or prepared at the Market
 - vi. **Flowers/Plants:** cut or living plants
 - vii. **Arts and Crafts:** handcrafted items
 - Availability of products throughout the season

- Community needs
- Uniqueness of the product
- The manner in which the product will be presented
- Ability of vendor to promote their business

Market Hours of Operation

4. Seasonal Market hours are Saturdays from 8:00 am - 12:00 pm.
5. All vendors are required to be set up by 8:00 am and not to leave prior to 12:00 pm.
6. Vendors will be notified by Friday if cancellation of the Market is needed due to conditions such as Inclement Weather.

Booth Assignment

7. Vendor space is assigned on a first come, first served basis. Vendors may request a particular space area, and Market Staff will try to accommodate requests.
8. Vendor spaces are not transferable. Allowing adjacent vendors use of a Market space when absent is not permitted, unless approved by Market Staff.
9. Vendors bringing children under the age of 12 to Market must keep them in their own booth area, unless accompanied by an adult.

Booth Relocation

10. The City reserves the right to relocate a vendor from one space to another. Vendor will be notified verbally and by email of such a move and provided with a reason for the move.

Booth Termination

11. The City reserves the right to terminate the Vendor Agreement for violation of the Market Guidelines. Vendor will be notified verbally and in writing of termination and provided with reason for termination. Vendor will not be allowed to return the remainder of that year's season. No refund of fees will be given.
12. The City reserves the right to terminate Vendor Agreements at any time, and for any reason, with at least 14-days notice. Vendor will be notified verbally and in writing of termination.

Prohibited Activities / Activities Requiring Permission

13. Solicitation or electioneering of any kind, including campaigning, distribution of election or religious literature, or panhandling, is not permitted at the Market, loading / unloading area, or within five feet of the Market (University Plaza) entrances.
14. Vendors are required to make all sales at their assigned booth area.
15. Alcoholic beverages are not allowed on the premises at any time.

16. Defacing, damaging, or theft of City property shall not be permitted and shall result in loss of Market privileges and/or legal action.

Attendance Policy

17. All Vendors are permitted up to 3 absences per Market Season. After 3 absences, vendor's agreement will be terminated, and asked to leave the Market for remainder of the Season.
18. Part time Vendors are required to provide with their agreement, what dates they will be in attendance.
19. A minimum of one Saturday per month is required.
20. Vendors must notify Market Staff of absences at least 48 hours in advance. After two 2 weeks of consecutive absences without notification, the space will be considered abandoned and provided to another vendor.
21. Vendors are permitted to have substitutes tend their space in their absence, and should notify Market Staff of this situation.
22. Closure of the Market due to weather, or a City event, will not count as a Vendor absence.

Market Maintenance, Cleanliness, and Booth Displays

23. Vendors are responsible for the cleanliness and maintenance of their area. Vendors shall keep their tables and area in a neat, clean, and sanitary condition.
24. All places where food is stored, sold, sampled, or handled shall be maintained and operated in a sanitary manner in accordance with applicable local, state, and federal regulations.
25. All vendor table tops are to be covered with a cloth or plastic-type covering (not newspaper or contact paper).
26. Product displays and signage must be within the designated vendor space and may not impede access to adjoining vendors or pedestrian access in the walkways. All walkways must be kept open and clear.
27. All trash (including food trash) must be placed in the designated trash containers during Market hours. After Market hours it is the Vendors responsibility to take their trash with them for disposal elsewhere. NO Exceptions.
28. City Staff cannot assist individual vendors in loading or unloading vehicles.
29. Do not use the University Parks decorative lamp posts for securing tables, tents, etc. It is also prohibited to tape, wire, tie or otherwise hang anything from these lamp posts.

Equipment, Parking, Unloading, Loading

30. **Equipment** - Vendors will be responsible for their own tables, chairs, and other equipment. City staff will not provide equipment, nor assist with loading/unloading of areas.

31. **Unloading** - All vehicles must be unloaded and moved from the designated area immediately upon completion. Vendors are allowed to unload between 7 am - and no later than 8:00 am. Please be courteous of time, for other vendors also needing to unload.
32. **Loading** - Vendors may use designated area to load their vehicles, between 12:00 pm – 1:00 pm. Vendors are required to remain set up until the 12:00 pm (Close of Market), unless given prior approval by Market Staff. Please be courteous of time, for other vendors also needing to load.
33. **Long term parking in the designated loading/unloading areas is not permitted.**

Security

34. Gates in the front and rear of the Market are to be kept open at all times. No exception.

Health Permit

35. All vendors selling food items shall comply with all applicable Health Department Regulations. Please contact the Washington County Health Department directly about obtaining a permit:

Washington County Health Department
Environmental Health Division
1302 Pennsylvania Avenue, Hagerstown, MD 21742
240-313-3400

The Health Permit needs to be kept current and displayed at all times at your table, or food truck.

Cooking and Fire Safety

36. All vendors cooking at the Market shall comply with all Fire Safety Codes.
37. Cooking cannot occur under a tent where people are assembled.
38. Propane tanks must be secured and protected from damage.
39. A fire extinguisher must be on hand.
40. Vendor will be responsible for taking away all grease from your vending operation. Dumping grease on the ground, in storm drains or park trash containers is strictly prohibited. Grease shall be stored in appropriate containers. Do not utilize trash barrels or boxes for grease.

Please see attached Hagerstown Fire Department document "Commercial Cooking Equipment."

Please contact the Fire Marshal directly to ensure compliance:

Hagerstown City Fire Marshal's Office
25 Church Street, Hagerstown, MD 21740
301-790-2476

Tents

41. Tents may not be staked at University Plaza, due to the underground irrigation system at the Park.
42. Tents must be properly anchored (above ground, without soil penetration) and supported to prevent uplift and collapse.
43. All tent material must be flame resistant and be properly labeled by an approved testing agency.
44. For tents under which there is cooking, a flame retardant certification is required.
45. Tents are subject to Fire Marshal Inspections and shall comply with the appropriate requirements of the fire and life safety code as adopted.
46. The City and University Plaza decorative lamp posts may not be used for securing tables, tents or other items. Vendors may not tape, wire, tie or otherwise hang anything from the lamp posts.

Business Requirements

47. All vendors shall comply with state and county business regulations, as set forth by the Maryland Department of Assessments and Taxation (business registration), the Maryland Comptroller's Office (sales tax collection), and the Washington County Circuit Court (trader's license). Specific details about Business Registration, Sales Tax Collection, and Trader's Licenses can be found on the attached **BUSINESS RESOURCES** page.

Good Standing

48. Vendors must stay in good standing throughout the Market Season. Staff will check that Market vendors are compliant with state and county business regulations and Health Department requirements (if applicable). Those businesses not found in compliance with State and County regulations and requirements will be notified and given 14 days to become compliant. See **BUSINESS RESOURCES** section attached here for more information. If not compliant after 14 days, agreement will be terminated, vendor asked to leave the Market for that year's Season. No refund of fees will be given.

Insurance

49. All vendors selling food of any type are required to carry product liability insurance and provide proof of said insurance upon request. All vendors are encouraged to obtain business insurance but this is not currently a requirement to be a City Farmers Market vendor. All vendors must sign a hold harmless agreement, attached at the end of this document.

Photographic and Video Consent

50. The City of Hagerstown reserves the right to photograph or videotape vendors and their products for the purpose of promoting the Historic City Farmers Market via Facebook, the City of Hagerstown website, or newsletter. Any images or video may be retained by, and will only be accessed by, Market or City of Hagerstown Staff.

Business Promotion

51. The City of Hagerstown does general promotion of the Historic City Farmers Market. However, vendors are highly encouraged to promote their individual businesses through social media, websites, and via other forms of promotion and advertisements.

Communication

52. Market Staff will update vendors on special events at the Market as well as other business issues that may affect vendors. Notifications will be made by the email address we have on file.

City Limits of Responsibility

53. The City of Hagerstown is NOT responsible for any accidents on the premises or for damage to vendor merchandise. Vendors operate at their own risk. All vendors are required to sign a Hold Harmless Agreement with the City, and will not be permitted to vend without a signed form on file.
54. The City of Hagerstown reserves the right to refuse vendor space to, as well as suspend and/or expel, violators of the Market Guidelines and/or local, state, or federal ordinances and laws.

HISTORIC CITY FARMERS' VENDOR COMMUNICATION & CHANGE FORM
50 West Washington Street
Hagerstown, MD 21740

Business/Vendor Name: _____

Mailing Address: _____

Telephone Number: _____

Email Address: _____

Date: _____

Type of Change:

- ☐ Change in Contact Information
- ☐ Other Change or Communications
- ☐ Change in Products to be Sold

Requested change of products must be approved by Market Staff BEFORE the new changes may be implemented. Each vendor is limited to TWO changes in inventory per calendar year. Frequencies greater than 2 will be reviewed by Market Staff.

Please describe your change and/or communications:

Return to:

Farmers Market Coordinator
City of Hagerstown
Department of Community & Economic Development
14 N. Potomac Street, Suite 200A
Hagerstown, MD 21740
cmiller@hagerstownmd.org



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

Park Rules

(Last Revised Feb 2021)

The following rules govern the use of the City of Hagerstown park properties and facilities by members of the public. These rules define the general privilege of use relating to the parks and recreation facilities and do not create rights of use. The Parks and Recreation Division retains the authority to modify these rules at any time, and the Parks management is at their discretion to revoke, suspend, or modify any person's privileges of use upon good cause.

1. Pets are permitted in designated areas only and must be on a lead and in full compliance with the Washington County animal control laws. Pets are not allowed in pavilions, on athletic fields, courts or playgrounds.
2. The use of any tobacco products, e-cigarettes, or vaping is prohibited in all of the parks of the City of Hagerstown.
3. Alcoholic beverages, illegal drugs and weapons are prohibited.
4. The sale of goods or services or the solicitation of donations in exchange for goods or services is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.
5. Any motorized vehicles, motorized scooters, mopeds or any other like recreational motorized devices are prohibited.
6. Bicycles, skateboards, rollerblades, etc, are only permitted in designated areas.
7. Noise level restrictions will be enforced. No form of amplified sound is permitted except in Band Shells, University Plaza, or approved stages.
8. Inappropriate or indecent conduct, harassment and/or language that can create a public nuisance are prohibited.
9. Only the use of City provided grills is acceptable. All other grills or fires are prohibited.
10. Swimming is prohibited in any body of water except Antietam Creek.
11. Fishing is prohibited in any body of water except at Pangborn Park and Antietam Creek. Boating is only permitted on the Antietam Creek. State laws must be adhered to.
12. Tents, pop-up canopies and tarps are prohibited unless authorized in advance by the City. Inflatables are prohibited.
13. Metal detectors are prohibited.
14. Glass containers, gambling, and overnight camping are all prohibited.
15. Operation of hot air balloons, model aircraft, rockets and drones, remote controlled vehicles and all watercraft, etc, are prohibited unless approved by Mayor and Council.
16. Litter and refuse are to be placed in proper receptacles by the User. Confetti is prohibited.
17. Firearms, bows and arrows, devices creating a fire hazard, hunting, trapping, disturbing the wildlife, etc, are prohibited. Paintball activities are prohibited.
18. Interference with employee and/or volunteer duties is prohibited.
19. Parking or driving on turf or unauthorized areas is prohibited.
20. Alteration or installation of equipment (volleyball nets, etc) is prohibited.
21. Defacing of property (indoors or outdoors) is prohibited. Staples, nails, etc are prohibited.
22. Any other conduct that may jeopardize the safety of others is prohibited.
23. Being present on park property other than during the posted hours of operation of "sunrise to one-half hour after sunset" is prohibited unless such activity is approved by the City in advance or as part of a City-approved event.

In addition to facing any applicable civil or criminal penalties, any person who violates any of the foregoing rules may be issued a Letter of No Trespass and be prohibited from entering onto City of Hagerstown park properties.

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

BUSINESS RESOURCES

Below is information on establishing your business within the State of Maryland.

Business Registration:

All vendors must register with the Maryland Department of Assessments and Taxation:
www.dat.maryland.gov; 410-767-1170.

Sole proprietors can go to www.dat.maryland.gov, click on **FORMS**, and scroll down to **CREATE OR START A BUSINESS IN MARYLAND**. Click on **Application for Sole Proprietorship and/or General Partnership**. Completing this application will generate an 'L' number (L followed by 8 digits). There is no cost to register.

The number that you receive upon registration must be listed on your application.

To incorporate your business into an LLC or corporation, see the resources also available at www.dat.maryland.gov or call 410-767-1170.

The number that you receive upon registration must be listed on your application. Numbers for a sole proprietor will begin with L; numbers for LLCs will begin with W or Z; numbers for corporations will begin with D.

Numbers beginning with T are trade name registrations, which are different than business registrations.

If you want to register a trade name, that form is also available on the 'FORMS' page. The cost is \$25 and is good for 5 years.

Maryland State Sales Tax:

All businesses, regardless of whether incorporated or operating as a sole proprietor, are required have a Maryland Sales & Use tax account and may be required to collect Maryland state sales tax. The only exception is agricultural products sold by farmers, which are exempt from sales tax.

To apply for a Sales and Use tax account, visit the Maryland Comptroller's Office, www.marylandtaxes.gov, click on the **SEARCH** field, and type **Maryland Combined Registration Online Application**; or phone 410-260-7980 or 800-638-2937.

Your Sales and Use Tax license must be displayed at your booth.

Trader's License:

Some businesses may need to obtain a Trader's License from the Washington County Circuit Court. Please call 301-733-8660 or visit 24 Summit Avenue, Hagerstown, MD, to get more information about what is required for your particular business.

If you are required to have a Trader's License, it must be displayed at your market stall. Trader's Licenses must be renewed annually.

Washington County Health Department:

All vendors selling food items shall comply with all applicable Health Department Regulations. Contact the Health Department directly to find out which permits you may need.

Washington County Health Department
1302 Pennsylvania Avenue, Hagerstown, MD 21742
www.washcohealth.org
240-313-3400

STARTING, GROWING, AND PROMOTING YOUR BUSINESS

The following organizations may be helpful in the growth of your business and in maintaining compliance with Farmers Market Guidelines:

City of Hagerstown Fire Marshal's Office
25 Church Street, Hagerstown, MD 21740
301-790-2476

Maryland Business Express
Maryland Department of Assessments & Taxation
<https://businessexpress.maryland.gov>
410-767-1170

Maryland Comptroller's Office
www.marylandtaxes.gov
800-638-2937

SCORE
www.hagerstown.score.org
14 N Potomac St., Suite 200B, Hagerstown, MD 21740
(301) 766-2043

Small Business Development Center (Western Maryland)
888-237-9007
www.mdsbdc.umd.edu

The Washington County Chamber of Commerce
<http://hagerstown.org>
1 South Potomac St., Hagerstown, MD 21740
(301) 739-2015

Washington County Circuit Court
24 Summit Avenue, Hagerstown, MD 21740
www.mdcourts.gov/clerks/washington/business
301-733-8660

Washington County Health Department
1302 Pennsylvania Avenue, Hagerstown, MD 21742
www.washcohealth.org
240-313-3400



**HAGERSTOWN FIRE DEPARTMENT
CITY OF HAGERSTOWN
25 West Church Street
Hagerstown, Maryland 21740**



301-790-2476

FAX 301-797-7448

COMMERCIAL COOKING EQUIPMENT

Mobile Cooking Units

Cooking equipment used in fixed or mobile concessions, such as trucks, buses, trailers, or any form of roofed enclosure shall comply with NFPA 96, *Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations*.

NFPA 96, General Requirements.

4.1.1 Cooking equipment used in processes producing smoke or grease-laden vapors shall be equipped with an exhaust system that complies with all the equipment and performance requirements of this standard.

10.1.1 Fire-extinguishing equipment for the protection of grease removal devices, hood exhaust plenums, and exhaust duct systems shall be provided.

10.1.2 Cooking equipment that produces grease-laden vapors and that might be a source of ignition of grease in the hood, grease removal device, or duct shall be protected by fire-extinguishing equipment.

10.10.1 Portable fire extinguishers shall be installed in kitchen cooking areas in accordance with NFPA 10 and shall be specifically listed for such use. (Class K)

12.1.1 Cooking equipment shall be approved based on one of the following criteria:

- (1) Listings by a testing laboratory
- (2) Test data acceptable to the authority having jurisdiction

12.1.2.1 All listed appliances shall be installed in accordance with the terms of their listings and the manufacturer's instructions.

12.1.2.2 Cooking appliances requiring protection shall not be moved, modified, or rearranged without prior re-evaluation of the fire-extinguishing system by the system installer or servicing agent, unless otherwise allowed by the design of the fire-extinguishing system.

Commercial Outdoor Cooking Operations Using Canopy or Tents

These requirements apply to commercial outdoor cooking operations such as those that typically take place under a canopy or tent-type structure at fairs, festivals, and carnivals. This includes, but is not limited to, deep frying, sauteing, and grilling operations. (NFPA 1, section 60.2.1.10 State amended)

PAGE 3

GENERAL SAFETY REQUIREMENTS

All electrical cords shall be maintained in a safe condition and shall be secured to prevent damage (NFPA1, 50.2.1.10.4.1 state amended).

Movable cooking equipment shall have wheels removed or shall be placed on blocks or other wise secured to prevent movement of the appliance during operation (NFPA1, 50.2.1.10.4.2 state amended).

LP GAS FUEL REQUIREMENTS

LP gas tank size shall be limited to 60 pounds. The total amount of LP gas on site shall not exceed 60 pounds for each appliance that is rated not more than 80,000 btu/hr. and 120 pounds for each appliance rated more than 80,000 btu/hr. (NFPA1, 50.2.1.10.2.1 state amended).

Tanks shall be maintained in good physical condition and shall have a valid hydrostatic date stamped (NFPA1, 50.2.1.10.2.2 state amended).

Tanks shall be secured in their upright position condition with a chain, strap, or other approved method that prevents the tank from tipping over (NFPA1, 50.2.1.10.2.3 state amended).

Tanks shall be located so that they are not accessible to the public. LP gas tanks shall be located at least 5 feet from any cooking or heating equipment or any open flame device (NFPA1, 50.2.1.10.2.4 state amended).

All LP gas equipment shall be properly maintained and comply with the requirements of NFPA 58 (NFPA1, 50.2.1.10.2.5 state amended).

Regulators: Single-stage regulators may not supply equipment that is not rated more than 100,000 btu/hr. rating. Two-stage regulators shall be used with equipment that is rated more than 100,000 btu/hr. (NFPA1, 50.2.1.10.2.6 state amended).

*For questions on other safety requirements contact the
Hagerstown City Fire Marshal's office at 301-790-2476.*

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

Topic:

Department of Community and Economic Development Staff Position - *Jill Thompson, Director of Community and Economic Development*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

DCED_Staff_Position.pdf

Description

Memo - DCED Staff
Position



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator

FROM: Jill Thompson, Director of Community & Economic Development

DATE: March 9, 2022

RE: DCED Staff Position

Staff will attend the March 15, 2022 Work Session of the Mayor and City Council to review a recommendation regarding filling the vacant Economic Development Program Assistant position.

The recommendation is to fill the vacancy with a Full-Time Economic Development Coordinator (or other appropriated title to be determined). The vacant Economic Development Program Assistant position is part-time at 35 hours per week and benefits eligible.

The recommendation is net neutral to both the FY22 Budget and the current FY23 Budget draft budget.

The need for the change is to be able to hire at a level to better support the high volume of economic development demand and opportunities of the department and to create a position with career path potential.

c: Don Francis
Michelle Hepburn

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

Topic:

FY22 Axon Contract Renewal - *Police Chief Paul "Joey" Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_FY22_Axon_Contract_Renewal.pdf

Description

Axon Contract



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

March 8, 2022

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, *PJK*
Chief of Police *Kifer*

Ref: FY22 Axon Contract Renewal

The Hagerstown Police Department is seeking Mayor and Council approval to present a demonstration of Axon's capabilities as well as present a proposal to amend / renew the existing contract with increased options, to include enhanced training, evidence storage, and equipment replacement and maintenance.

The purchase price for the 10 year contract is \$174,264.67 annually with a total contract price of \$1,742,651.67. The purchase price for the 5 year contract is \$163,541.32 annually with a total contract price of \$817,706.49.

The solicitation will occur under competitively awarded Minnesota Government Agency Solicitation Number: RFP#010720.

We are proposing the purchase to be made with ARPA funds.



A Nationally Accredited Law Enforcement Agency