

Mayor and Council Work Session November 8, 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**](http://www.hagerstownmd.org/government/agenda)

"If you don't like something change it. If you can't change it, change your attitude." Maya Angelou

4:00 PM WORK SESSION

- 4:00 PM** 1. 2022 Hagerstown Ice & Sports Complex Annual Report - *Eric Deike, Director of Public Works, and Paul Sweeney, Hagerstown Ice Amateur Athletic Association (HIAAA) Board Chair*
- 4:20 PM** 2. A-2022-02 - Annexation of Lands of GVP Hagerstown Owner, LLC, 2 Western Maryland Parkway - *Kathleen Maher, Director of Planning and Code Administration*
- 4:30 PM** 3. MCB Hagerstown (Currwood Development) Financial Incentive Agreement ~ Doug Reaser, Business Development Specialist
- 4:45 PM** 4. Review of Lease - Maryland Watch Works - *Doug Reaser, Business Development Specialist*
- 4:50 PM** 5. Review of Letter of Intent - State Departments of Labor & Education - *Doug Reaser, Business Development Specialist*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

2022 Hagerstown Ice & Sports Complex Annual Report - *Eric Deike, Director of Public Works, and Paul Sweeney, Hagerstown Ice Amateur Athletic Association (HIAAA) Board Chair*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2022_Hagerstown_Ice___Sports_Complex_Annual_Report.pdf

Description

2022 Hagerstown Ice &
Sports Complex Annual
Report



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

(301)739-8577 ext. 178

November 4, 2022

To: Scott Nicewarner, City Administrator

From: Eric B. Deike, Director of Public Works

RE: 2022 Hagerstown Ice & Sports Complex Annual Report

I am requesting time on the November 8, 2022 Work Session to allow members of the Hagerstown Ice Amateur Athletic Association (HIAAA) to present their annual report as required by our Agreement. HIAAA Board Chair, Paul Sweeney, will be in attendance possibly along with others from the board. They will present a PowerPoint presentation to provide usage data, fiscal information, capital improvement information and goals for the upcoming year.

As a reminder to the Mayor and City Council:

- HIAAA has managed the ice rink facility since April 2004.
- The City pays the utility bills at the rink with a cap of \$92,007 for fiscal year 2022 and \$93,847 for fiscal year 2023. Utility costs have not exceeded the contract amounts.
- The HIAAA pays rent in the amount of \$36,000 per year.
- The City pays 75% for certain capital improvements at the rink as stipulated in the Agreement.
- The Agreement with the HIAAA expires June 30, 2024.

The installation of the dehumidification project is currently underway and should be fully operational by December 1st of this year. The design costs are \$12,895 plus the construction costs of \$253,900. HIAAA is responsible for 25% of these costs or \$66,698.75. HIAAA has paid a portion of the design costs in the amount of \$3,023.75.

Attachment: HIAAA PowerPoint

C: Paul Sweeney
Mark Haddock
Amy Riley
Michelle Hepburn

Annual Review: Hagerstown Ice & Sports Complex

November 8, 2022



**HAGERSTOWN
ICE & SPORTS
COMPLEX**
@ Fairgrounds Park

HISC Member Groups



Hagerstown Ice Amateur Athletic Association (HIAAA) manages the rink

What is the HIAAA?

- ▶ HIAAA is a non-profit, 501(c)(3) organization
- ▶ Consortium of all major user groups
- ▶ Each member-group has a voting member on the HIAAA board
- ▶ Our at-large board members also hold voting rights
- ▶ HIAAA was created in 2014 and formally took over operation of the rink on April 1, 2014 (we just completed our 8th complete Fiscal year of managing HISC)

Public Skating: Year-to-Year Comparison



Adult Teams at the HISC

- ▶ 6 teams in upper adult hockey division
- ▶ 10 teams in the middle adult hockey division
- ▶ 4 teams in the lower division
- ▶ 1 all-female travel adult team
- ▶ 1 sled hockey team
- ▶ ~530 adult hockey registrations throughout the year

Amateur / Youth teams at HISC

- ▶ 7 HYHA teams (Hagerstown Youth Hockey)
- ▶ 2 High School Teams (NorthStars, WV Vipers)
- ▶ 4 youth developmental programs
 - ▶ Power Skating
 - ▶ Learn to Play Hockey: FREE equipment grant from NHL
 - ▶ Hagerstown Jr. Hammerheads (former Youth Rec League)
 - ▶ Hagerstown Hammerheads in-house teams (4 teams)
- ▶ 220+ youth hockey participants throughout the year

Figure Skating at the HISC

- ▶ **2** figure skating programs at the rink
 - ▶ Hagerstown Edge Learn to Skate
 - ▶ Hagerstown Edge Figure Skating Club
 - ▶ **NEW** Theater on Ice program added last year
- ▶ **~410** registrations for Learn to Skate last year

HIAAA: Opportunities for Success

- ▶ Detailed analysis of separate rink functions continues to be examined by HIAAA board members (ice usage, registrations, concessions, advertising, maintenance)
- ▶ Recommendations made at monthly board meetings
- ▶ HIAAA Board Members chair subcommittees to ensure a fair workload & input from user groups and volunteers
- ▶ Physical state of ice and boards in good condition.

Current State of HISC and HIAAA

- ▶ All bills (as of October 2022) are current
- ▶ We continue to make monthly payments on our Zamboni, purchased in FY 17-18
- ▶ We had an emergency closure in October to fix an ice cooling issue. These are common issues with 25 year-old systems, even with proactive maintenance.

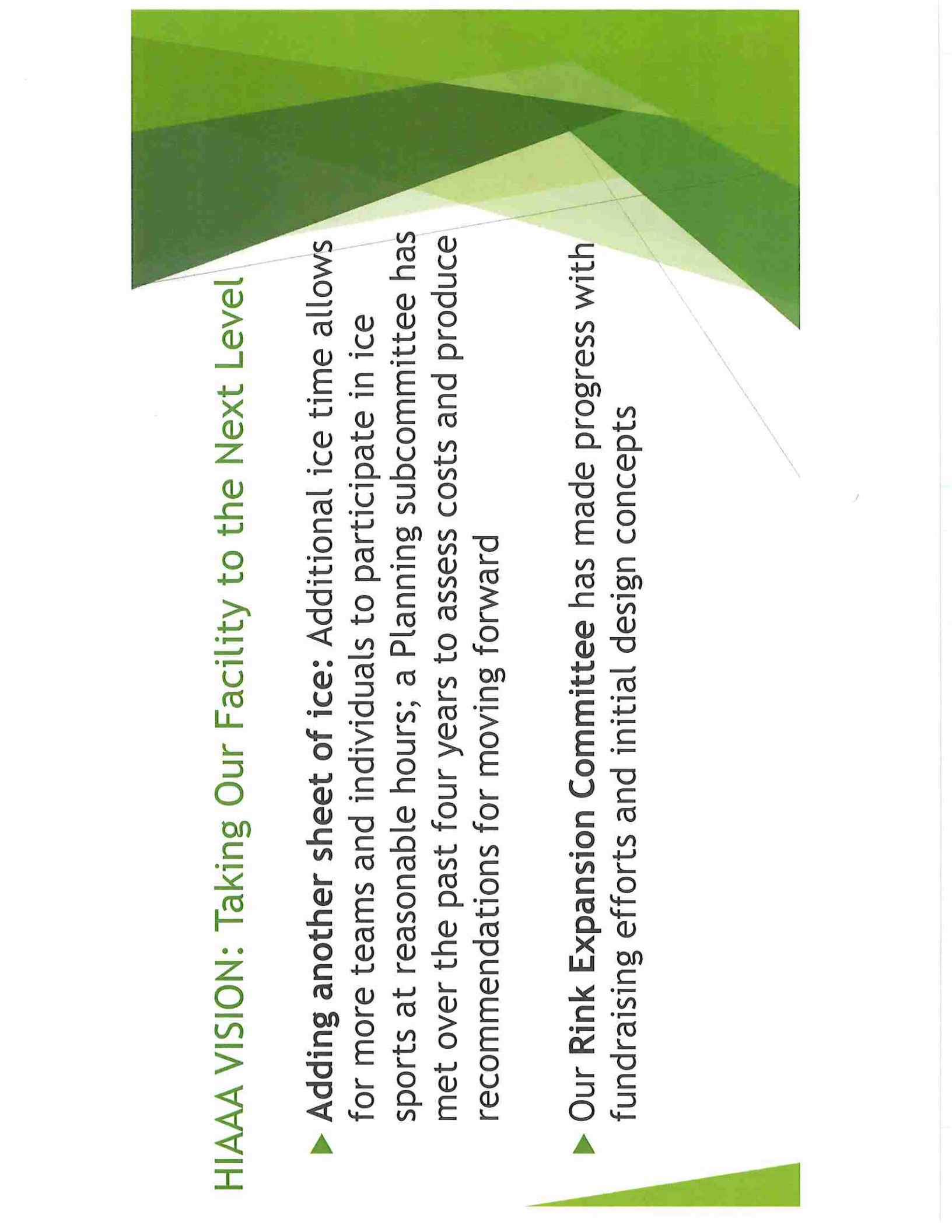
HISC continues to operate in the black!

Future Maintenance & Reinvestments

Targeted FY:	Task:	Estimated Cost:
2020-21	Energy efficient ceiling (installed)	\$50,000
2021-22	Dehumidifier Replacement	\$135,000

Looking Ahead: Vision for 2022-2023

- ▶ **New Dehumidification System:** We worked with Eric Deike to purchase a new system. This will keep the ice and glass in optimal condition year-round.
- ▶ **Travel Youth & Adult Tournaments:** Partnering with local businesses to offer discounts for visitors (restaurants, hotels)
- ▶ **Roller Hockey:** continuing to grow roller hockey in Hagerstown



HIAAA VISION: Taking Our Facility to the Next Level

- ▶ **Adding another sheet of ice:** Additional ice time allows for more teams and individuals to participate in ice sports at reasonable hours; a Planning subcommittee has met over the past four years to assess costs and produce recommendations for moving forward
- ▶ **Our Rink Expansion Committee** has made progress with fundraising efforts and initial design concepts

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

Topic:

A-2022-02 - Annexation of Lands of GVP Hagerstown Owner, LLC, 2 Western Maryland Parkway
- *Kathleen Maher, Director of Planning and Code Administration*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

MCC_memo_Follow_up_on_Public_Hearing_Annexation_of_2_WMP_11_3_2022.pdf

Nov 8
Memo -
Annexation
of 2
Western
Maryland
Parkway

Public_Hearing_Packet_Annexation_of_2_Western_Maryland_Parkway_10_25_2022.pdf

Oct 7
Packet -
Annexation
of 2
Western
Maryland
Parkway



CITY OF HAGERSTOWN, MARYLAND

Planning & Code Administration Department

One East Franklin Street • Hagerstown, MD 21740

E-mail: planning@hagerstownmd.org

Telephone: 301-739-8577, ext. 138 • Website: www.hagerstownmd.org

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, Director of PCAD

DATE: November 2, 2022

SUBJECT: A-2022-02 – Annexation of Lands of GVP Hagerstown Owner, LLC,
2 Western Maryland Parkway

The public hearing occurred on October 25. The applicant's representative was the only member of the public who spoke at the hearing. Nothing has been received in writing since the hearing. A follow-up discussion is scheduled for November 8 to review input received and determine next steps towards approval of the annexation resolution.

Applicant Request at Public Hearing

The applicant representative, Jason Divelbiss, requested that the Mayor and Council delay the effective date of the annexation as a courtesy to the applicant because the building will not be completed by early January and they would like to keep things simple with permitting with the County rather than straddling County and City with permitting after annexation. Mr. Divelbiss provided two alternatives for the Mayor and City Council's consideration:

1. Delay the effective date of the annexation until December 31, 2023; or
2. Delay the effective date of the annexation until the Use and Occupancy (U&O) certificate is issued for the shell building or July 1, 2023 whichever comes first.

Background

After months of review with the property owners in 2021 and early 2022, the City entered into an annexation agreement with the applicant on March 8, 2022 that had the City agreeing to delay the start of the annexation process until the project received a building permit from the County. This agreement included the stipulation that any open permits with the County prior to the effective date of annexation would remain under the purview of the County and any permits requested after the effective date would be under the purview of the City. This project is currently under construction under County permits. Mr. Divelbiss indicated construction has been delayed and the project did not yet have a tenant which would delay the submittal of tenant fit-out permits for the project. The shell permit has already been issued and so, as provided for in the annexation agreement, that permit would continue under the purview of Washington County even after a January 6 effective date. Any tenant permit submitted before the effective date would be a County permit and any tenant permit submitted after the effective date would be a

City permit. Staff and legal counsel believe that the annexation agreement already adequately addresses the permitting process if annexation proceeds as proposed.

Staff Response to Requested Delay

Staff would offer three issues for consideration on the requested delay of the effective date of this annexation:

1. This annexation involved a raw piece of ground adjacent to our corporate boundaries that had no previous City water service. The City's Annexation Policy requires that such properties annex as a condition of receipt of City water. The fact the City agreed to a delay in the start of the annexation process for such an annexation was extraordinary.
2. This project has already been issued a shell permit by the County and per the annexation agreement it will remain under the County purview until that permit is closed out (U&O of the shell). As such, there seems no point in a delay until receipt of U&O certificate for the shell or July 1, 2023, if the purpose of such a delay is to keep the permit with the County and not straddle with the City.
3. An impact to the City of granting the requested delay of the effective date until July 1, 2023 or December 31, 2023 is the further extended delay of the property being on the City tax rolls until July 1, 2024.

Next Steps

Once the Mayor and City Council makes a decision regarding the applicant's request, the annexation resolution can be ready for approval on November 22. The annexation would become effective either 45 days later or any delayed date/timeframe agreed upon by the Mayor and City Council.

Attachment – packet materials from public hearing

C: Jason Morton, City Attorney
Ann Rotz, City Attorney
Nancy Hausrath, Director of Utilities
Jill Thompson, Director of DCED
Doug Reaser, Business Development Specialist
Steve Bockmiller, Zoning Administrator/Development Review Planner



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

MEMORANDUM

TO: Scott Nicewarner, City Administrator

FROM: Kathleen A. Maher, AICP 

DATE: October 7, 2022

SUBJECT: A-2022-02 – Annexation of Lands of GVP Hagerstown Owner, LLC, 2 Western Maryland Parkway

The public hearing for annexation of the lands of GVP Hagerstown Owner, LLC at 2 Western Maryland Parkway, is scheduled for October 25.

Overview

The City entered into a pre-annexation agreement in March with the property owner on the terms of annexation of this 21.436 acre property proposed for development of a spec industrial warehouse. Per this agreement the requested zoning is I-MU and the trigger to begin the annexation process is the project's receipt of the building permit from Washington County. Once the permit trigger was pulled this summer, the City initiated the annexation process in August.

Currently, the property is zoned HI (Highway Interchange) in the County and it is under-going construction for the proposed spec warehouse. Public water and wastewater will be provided by the City and allocation has been approved as part of the site plan and building permit review for this project.

The proposed zoning is the City's I-MU zoning which is compatible with the Future Land Use map recommendation of the City's 2018 Comprehensive Plan and is consistent for the approved development currently under construction. The State and the County have agreed the proposed City zoning is substantially similar to the current county zoning, and so express approval of the zoning by the County Commissioners is not necessary.

The Planning Commission reviewed the requested zoning and the draft Annexation Plan at their meeting on August 10 and recommended to the Mayor and City Council that the requested zoning is appropriate.

The Mayor and City Council introduced the annexation resolution and approved the annexation plan

on August 23.

Steps Leading up to the Public Hearing

Copies of the introduced annexation resolution and approved annexation plan were forwarded to the County, Tri-County Council and the State at least 30 days prior to the hearing. The public hearing was advertised twice in the Herald Mail at least 15 days prior to the hearing. Input on the zoning was sought and received from the Maryland Department of Planning and the County and attached are their letters confirming the consistency of the proposed zoning with the current zoning.

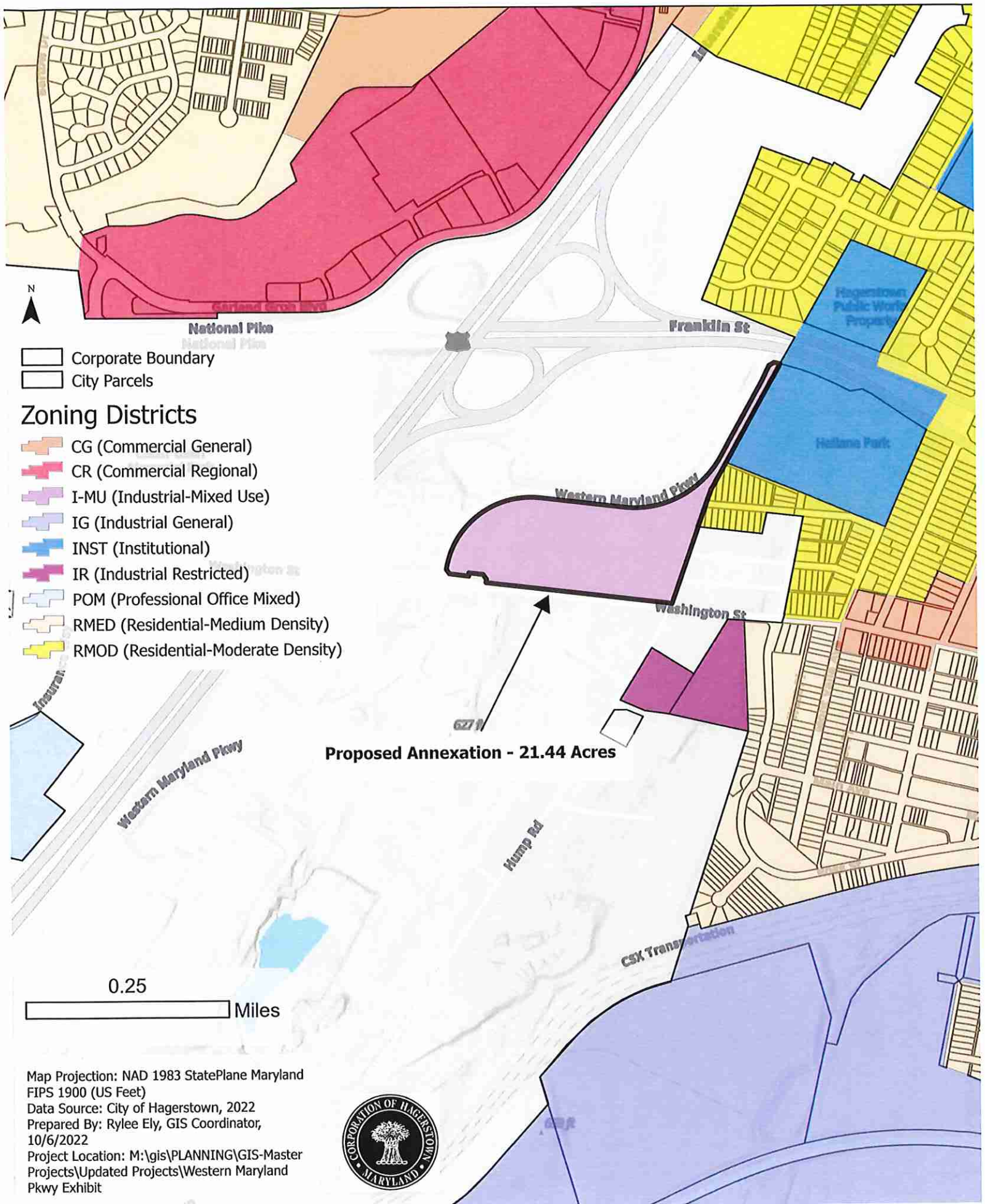
Next Steps

Following tonight's public hearing, discussion will occur at the November 8 work session. If ready, approval of the annexation resolution will be scheduled for November 22.

Attachments: Plat of Proposed Annexation
Zoning Exhibit
Annexation Resolution
Annexation Plan
MDP Letter
County Letter

c: Directors Team
Steve Bockmiller, Zoning Administrator/Development Review Planner
Doug Reaser, Business Development Specialist
Nancy Hausrath, Utilities Director
Ann Rotz, City Attorney
Jill Baker, County Planning Director

A-2022-02: Annexation of Lands of GVP Hagerstown Owner, LLC





DEPARTMENT OF PLANNING & ZONING
COMPREHENSIVE PLANNING | LAND PRESERVATION | FOREST CONSERVATION | GIS

October 7, 2022

The Honorable Emily Keller, Mayor
City of Hagerstown, City Hall
1 E. Franklin Street
Hagerstown, MD 21740
Re: Annexation Resolution No. A-2022-002

Dear Mayor Keller,

Thank you for providing the Board of County Commissioners of Washington County with information pertaining to the annexation of 2 Western Maryland Parkway including land owned by GVP Hagerstown LLC. We have reviewed the annexation information and have the following comments to offer.

As you are aware, the Local Government Article of the Annotated Code of Maryland §4-416(b) states that the proposed zoning to be applied to the newly annexed parcels cannot be substantially different from the existing County zoning. The subject parcels of this annexation currently have a County zoning of Highway Interchange (HI). The annexation plan states that the City intends to apply their Industrial Mixed-Use (I-MU) zoning to the properties upon the effective date of the annexation.

Both the County and the City regulations for these respective districts permit a variety of similar land uses including light manufacturing, office space, and warehousing. Both districts allow permit some commercial uses with the County HI district having a broader array of retail type uses. Neither of these districts allow for residential uses.

Based upon our review of the two districts it appears that the City's proposed zoning of I-MU is substantially consistent with the existing County zoning and express approval is not warranted. If you have any questions regarding this action, please feel free to contact us.

Sincerely,

Jill Baker
Director

Cc: Kathy Maher, Director, Department of Planning and Code Enforcement, City of Hagerstown
Dave Cotton, Director, Western MD Regional Office, Maryland Department of Planning
Joe Rogers, Regional Planner, Western MD Regional Office, Maryland Department of Planning



Maryland DEPARTMENT OF PLANNING

September 30, 2022

The Honorable Emily Keller
1 East Franklin Street
Hagerstown, MD 21740

Dear Mayor Keller,

Thank you for providing the Maryland Department of Planning (Planning) with information pertaining to the Lands of GVP Hagerstown Owner, LLC annexation. Planning has reviewed your submission and offers the following comments for consideration.

As you are aware, §4-416(b) of the Local Government Article specifies that the new zoning for the annexed land cannot be substantially different from the existing county zoning, without the express consent of the Washington County Commission. In reviewing this annexation request, it is the Department's view that the proposed city zoning appears to not be substantially different from the current county zoning from a use perspective, as the proposed I-MU [Industrial-Mixed Use] zoning district allows similar uses to the underlying existing county zoning of HI [Highway Industrial]. Both zones allow similar industrial, commercial, and professional uses including, but not limited to, schools, offices, conference centers, nursing homes, and artisanal uses by right. The city zoning appears to not allow substantially higher density than the current county zoning, as the proposed I-MU zoning district is industrial in nature and does not allow residential uses. Planning recommends that the city confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article. Please see Planning's attached Annexation Review for further details of our analysis.

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on Planning's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan, the subject property appears eligible to remain designated as a PFA upon annexation. The Hagerstown Comprehensive Plan notes this parcel as being in a future annexation area and the county designates this parcel as within their urban growth boundary. This parcel is classified as S-1/W-1 (Existing Service or Under Construction) in the 2009 Update of the Washington County Water and Sewerage Plan and currently have access to water and sewer service.

Upon the effective date of Resolution A-2022-02, and once Planning has received official notification of the annexation from the Department of Legislative Services, Planning will confirm that no changes have occurred since our initial review and affirm the Municipal PFA eligibility of the property. If the City of Hagerstown does not want the annexation parcel to be

considered for designation as a Municipal PFA, then the city should notify Planning prior to the January 6, 2023, effective date of the annexation.

Enclosed you will find important information concerning post annexation notification and participation in the Census Bureau's Boundary and Annexation Survey. The city should follow the appropriate procedures so that the annexed property is legally established as part of the incorporated municipality. To expedite Planning's updating of the PFA status, please send Joe Rogers a copy of the notification transmitted to the Department of Legislative Services.

If you desire further assistance please contact regional planner, Joe Rogers, at (301) 338-0529.

Sincerely,



Charles W. Boyd, AICP

Director, Planning Coordination

cc: Robert S. McCord, Secretary of Planning
Kathy Maher, Planning Director Hagerstown
Jill Baker, Washington County Planning Director
Joe Griffiths, Manager Local Assistance and Training MDP
Dave Cotton, Planning Supervisor MDP
Joe Rogers, Regional Planner MDP

Attachments: Maryland Department of Planning Annexation Review
Municipal Reporting Responsibilities Following Annexation
Municipal Charter or Annexation Resolution Reposition Form

Annexation Review

Lands of GVP Hagerstown Owner, LLC

Municipality	Hagerstown
Name of Annexation	Lands of GVP Hagerstown Owner, LLC
Resolution Number	A-2022-02
Size of Parcels	21.44 Acres
Is the property contiguous in accordance with Section 4-401?	Yes
Public Hearing Date	10/25/2022
Current County Zoning	ORT in our data; says it's HI (highway interchange) in annexat
Existing Density	0

Purpose of the Current County Zoning District

HI (highway interchange) The Highway Interchange District is established to provide suitable locations for commercial activities or light industrial land uses that serve highway travelers, provide goods and services to a regional population, or uses that have a need to be located near the interstate highway system to facilitate access by a large number of employees, or the receipt or shipment of goods by highway vehicles. In addition to providing accessible locations, the Highway Interchange District is intended to protect the safe and efficient operation of the interchange and to promote its visual attractiveness. Site design guidelines will balance the needs for visibility with moderation of visual clutter, signs, and excessive lighting.

Permitted Use in the Current County Zoning District

Agriculture, Local retail goods and service shops, Neighborhood shopping centers, Funeral establishments, Offices and clinics, professional and business, Retirement, nursing, and boarding homes, Schools for performing and visual arts, Community meeting halls, Self-Storage mini-warehouses, and Libraries.

Proposed Municipal Zoning

I-MU (Industrial Mixed-Use) in the city

Purpose of the Proposed Municipal Zoning District

I-MU (Industrial Mixed-Use)- To provide locations for light industrial parks, office parks, research and development facilities, high-tech communications and technology facilities, trucking and distribution facilities, and minor commercial uses that support job centers.

Permitted Use in the Proposed Municipal Zoning District

Artist Live-Work Space in large former commercial, industrial or institutional buildings, Ambulance services, Adult day-care services, Child day-care services, Primary and secondary schools, Offices, business and professional, and Convention and conference centers.

Is the proposed municipal zoning consistent with the county zoning? Yes

The proposed municipal zoning classification appears to not be substantially different from the county zoning classification because the allowable uses for each zone are similar in nature. Both zones allow similar commercial and professional uses including schools, conference centers, nursing homes, and artisanal uses by right.

Proposed municipal zoning consistent density Yes

Since these zones are industrial in nature the proposed zoning density will not increase as residential uses are not permitted in either zoning district.

County waiver recommended? No

Planning recommends that the city confer with Washington County to confirm consistency of zoning, as provided in §4-416 of the Local Government Article.

Issues of State interest:

Is the property in a Designated Growth Area? Yes

This area is mentioned as a future annexation area in the vision Hagerstown 2035 Comprehensive Plan Map 2-3: Planned and Future Development. Map 2-4: Hagerstown Growth Boundaries shows this area as being in a Medium Range Growth Area (MRGA) for the city and that it is planned for future development. This area is delineated as an Urban Growth Boundary for Washington County according to Map 6 Growth Area Boundaries in the 2002 Washington County Comprehensive Plan.

Is the property eligible to become a Priority Funding Area? Yes

The property proposed for annexation is currently located in a county-certified Priority Funding Area (PFA). Based on Planning's review of the annexation, the proposed zoning, and the county's Water and Sewerage Master Plan, the subject property appears eligible to remain designated as a PFA upon annexation. The Hagerstown Comprehensive Plan notes this parcel as being in a future annexation area and the county designates this parcel as being in their "Urban Growth Boundary". This parcel is classified as S-1 and W-1 in the 2009 Update of the Washington County Water and Sewerage Plan and currently has access to public water and sewer service.

Maryland Department of Planning Reviewer: joseph.rogers@maryland.gov

Date Submitted: 9/9/2022

APPROVED
Mayor & Council
Date 8/23/22

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

Date: August 23, 2022

TOPIC: Introduction of Resolution
Annexation Case No. A-2022-02: Lands of GVP Hagerstown Owner, LLC

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

MOTION: I hereby move that the Mayor and City Council Introduce an Annexation Resolution for Annexation Case No. A-2022-02 known as "Lands of GVP Hagerstown Owner, LLC." The portion of property to be annexed is approximately 21.44 acres in size and is intended to be added to and made part of the adjacent municipal lands.

DATE OF INTRODUCTION:	08/23/22
HEARING DATE:	10/25/22
DATE OF PASSAGE:	11/22/22
EFFECTIVE DATE:	01/06/23

RESOLUTION NO.

RESOLUTION OF THE COUNCIL OF THE CITY OF HAGERSTOWN TO ENLARGE THE CORPORATE BOUNDARIES AND THEREBY AMEND THE CORPORATE BOUNDARIES AS CONTAINED IN SECTION 104 OF ARTICLE 1 OF THE CHARTER OF THE CITY OF HAGERSTOWN, MARYLAND AND AT THE SAME TIME ESTABLISH THE ZONING CLASSIFICATION OF THE AREA TO BE ANNEXED.

WHEREAS the City of Hagerstown, pursuant to its rights and authority under the Local Government Article, §4-403 of the Annotated Code of Maryland may annex into the City additional lands in accordance with the requirements set forth therein; and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article, §4-401 *et seq.*, the City desires to enlarge the corporate boundaries of the City of Hagerstown, Maryland by adding or annexing thereto the within described areas which are immediately adjacent to and adjoining the present corporate boundaries thereof, pursuant to and as contained in a Pre-Annexation Agreement signed by the requisite number of persons as prescribed and set forth in Maryland Annotated Code, Local Government Article, §4-403(b)(2), as owners of realty contained within the area to be annexed, and same is incorporated herein by reference as if set forth into and made a part thereof. **See Exhibit A – Pre-Annexation Agreement;** and

WHEREAS, said annexation contains ± 21.44 acres known as 2 Western Maryland Parkway (formerly known as 14 Western Maryland Parkway), Hagerstown, Washington County, Maryland and is identified as Tax Map 37, Grid 20, Parcel 821 (Tax ID No. 24-004953), which is shown on the Annexation Plat popularly known as GVP Hagerstown Owner, LLC Annexation and identified on “Boundary Survey for ACH, LLC” prepared by Frederick Seibert and Associates dated June 8, 2021; and identification of the same is incorporated herein by reference as if set forth into and made a part hereof. **See Exhibit B – Annexation Plat and Exhibits C – Metes and Bounds Description;** and

WHEREAS, pursuant to the Maryland Annotated Code, Local Government Article § 4-403(b) the City may initiate annexation of land with the consent of at least twenty-five (25) percent of the registered voters residing within the area to be annexed and the consent of the owners of at least twenty-five (25) percent of the assessed valuation of the real property in the area to be annexed, and this property being subject to a recorded pre-annexation agreement such that all necessary consents are deemed to have been obtained at the time of entering into the pre-annexation agreement. **See Exhibit A – Pre-Annexation Agreement;** and

WHEREAS, this Resolution for Annexation meets all the requirements of the law, and, pursuant to the Maryland Annotated Code, Local Government Article, §4-406(-c-), the Annexation was referred to the appropriate State, Regional, and County Planning authorities; and

WHEREAS, in accordance with historic City practice in processing annexations, the issue of the proposed zoning of the area to be annexed to the corporate limits was referred to the Planning Commission for the City of Hagerstown, Maryland which said Commission for the City of Hagerstown has studied the proposed zoning of the tracts described herein in relation to the

Comprehensive Plan, the Zoning Ordinance, and all other applicable ordinances, the needs of the City and County, and the needs of the particular neighborhood and vicinities of the areas, and have approved the same and that the rezoning for the said tract of land is proper and desirable under all of the circumstances and should be accomplished at this time.

Section 1. Now, therefore, be it resolved by the Mayor and City Council of the City of Hagerstown, Maryland that the boundaries of the City, pursuant to the Local Government Article, Subtitle 4-401 *et seq.*, be and are hereby amended so as to annex and include within said City all that certain area of land, contiguous to the corporate limits of the City and being more particularly described by metes and bounds and as Annexation Area in **Exhibit B – Annexation Plat** attached hereto and made a part thereof.

Section 2. And be it further resolved by the Mayor and City Council, that the subject properties to be annexed shall have zoning classifications of I-MU (Industrial – Mixed Use) upon annexation as shown in **See Exhibit D- Zoning Exhibit**.

Section 3. And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Pre-Annexation Agreement attached hereto as Exhibit A and the Annexation Plan attached hereto as Exhibit E and made part hereof upon final agreement and passage; **See Exhibit A – Pre-Annexation Agreement and Exhibit E – Annexation Plan**.

Section 4: And be it further resolved that the annexation of the said area be made subject to the terms and conditions as set forth in the Annexation Plan.

Section 5. And be it further resolved that the conditions and circumstances applicable to the change in said corporate boundaries and to the residents and property within the area so annexed shall be subject to the provisions of the Charter of the City of Hagerstown, the Code of the City of Hagerstown, and all acts, ordinances, resolutions and policies.

Section 6. And be it further resolved by the Mayor and Council, that this resolution shall take effect upon the expiration of forty-five (45) days following its final passage, subject however, to the right of referendum as contained in the Local Government Article of the Maryland Code, as amended.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna K. Spickler
City Clerk

Date Introduced: 08/23/2022
Hearing Date: 10/25/2022
Date of Passage: 11/22/2022
Effective Date: 01/06/2023

BY ORDER OF THE MAYOR AND
THE CITY COUNCIL OF
HAGERSTOWN, MARYLAND

By: _____
Emily Keller
Mayor

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN ANNEXATION AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN AND GVP HAGERSTOWN OWNER, LLC
REGARDING THE ANNEXATION OF PROPERTY SITUATED AT 14 WESTERN MARYLAND
PARKWAY, HAGERSTOWN, MARYLAND**

RECITALS

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

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;

WHEREAS, the property owned by GVP Hagerstown Owner, LLC ("GVP"), located at 14 Western Maryland Parkway, Hagerstown, Maryland and further described in the attached Annexation Agreement (hereinafter the "**Property**") is contiguous to the current corporate boundary of the City and is subject to the City's annexation policy;

WHEREAS, as a condition to receiving City water and wastewater services, GVP 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 the attached Agreement;

WHEREAS, the attached Agreement sets forth the terms and conditions under which the Property will be annexed into the City corporate boundaries of the City and upon which City water and wastewater services shall be provided to the Property;

WHEREAS, the Agreement requires that the annexation process will be initiated following the GVP's receipt of a building permit from Washington County for construction of the proposed warehouse building. The property will be zoned I-MU (Industrial Mixed-use) when the annexation is effective;

WHEREAS, the parties hereto now desire to enter into the Annexation Agreement, attached hereto and incorporated herein; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the City to enter into the attached Annexation Agreement.

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

body, as follows:

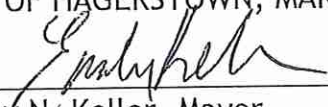
1. That the foregoing Recitals be and are hereby incorporated herein as if set forth *verbatim*.
2. That the Mayor and City Staff be and are hereby authorized to execute and deliver the Annexation Agreement between the City and GVP Hagerstown Owner, LLC, a copy of which is attached hereto and incorporated herein by reference and to act as signatory on behalf of the City on any other documentation necessary to effectuate the purpose of this ordinance.

BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT this Resolution shall become effective upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL


Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By: 
Emily N. Keller, Mayor

Date of Introduction: March 8, 2022
Date of Passage: March 8, 2022
Effective Date: March 8, 2022

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEY

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 16 day of ~~February~~ ^{March} 2022 by and between GVP HAGERSTOWN OWNER, LLC, a Delaware 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:

THIS AGREEMENT, MADE AND EXECUTED IN DUPLICATE, this 16 day of ~~February~~ ^{March} 2022 by and between GVP HAGERSTOWN OWNER, LLC, a Delaware 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 the Property known as 14 Western Maryland Parkway, Tax Map 37, Grid 20, Parcel 821 (Tax ID No. 24-004953) consisting of +/- 21.436 acres and as described on the attached metes and bounds description (**Exhibit A**) and illustrated on the attached survey plat (**Exhibit B**).

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 that within fifteen (15) days immediately following the receipt of a building permit from Washington County expressly authorizing and granting Property Owner the right and ability to immediately commence construction of the proposed warehouse building on the Property (the "**Building Permit Condition**"), it shall submit a petition of annexation (the "**Annexation Petition**") requesting that the Property be annexed into the City with an I-MU (Industrial, Mixed-Use) zoning classification and is otherwise consistent with this Agreement. In the alternative, at its earliest opportunity following satisfaction of the Building Permit Condition, the City may introduce an Annexation Resolution (the "**Annexation**

Resolution”) proposing to annex the Property into the City with an I-MU (Industrial, Mixed-Use zoning) and which is otherwise consistent with this Agreement. Provided the Building Permit Condition has been satisfied, this Agreement shall constitute the Property Owner’s consent to the Annexation Resolution as required by Md. Code, Local Gov’t Law, §4-403.

7. 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, this Agreement shall be void, and any City water and wastewater approvals provided 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 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 until such time as the Building Permit Condition has been satisfied.

8. 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 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.

9. Additional Provisions:

a. In applying for and seeking its development and construction related approvals from Washington County (collectively, the “**Development Approvals**”), the Property Owner (i) shall modify its site plan to incorporate the additional landscaping and other requested elements noted on the drawing and list attached hereto and incorporated herein as **Exhibit C**; and (ii) shall modify its building plans to incorporate 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, 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 Property 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 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, the Property Owner or any proposed tenant(s) for the Property shall apply for, seek and obtain any and all development or construction related permits or approvals from the City of Hagerstown.

10. 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 Building Permit Condition, 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 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.

12. 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.

13. The parties agree that, except as expressly provided herein for failure of the Building Permit Condition, in the event that the Property Owner fails to comply with the terms of this Agreement or attempt to avoid the annexation of the Property pursuant to this Agreement, 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.

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

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals, and the Mayor and City Council of Hagerstown has caused its name to be signed hereto by its Mayor, and its corporate seal to be hereunto affixed, duly attested by its City Clerk, all on the day and date first above written.

WITNESS:

PROPERTY OWNER

GVP HAGERSTOWN OWNER, LLC,
a Delaware limited liability company


Alicia Pacheco

By:  (SEAL)

Name: RAJESH MENON
Title: CEO

ATTEST:

MAYOR AND CITY COUNCIL
OF HAGERSTOWN


Donna Spickler, City Clerk

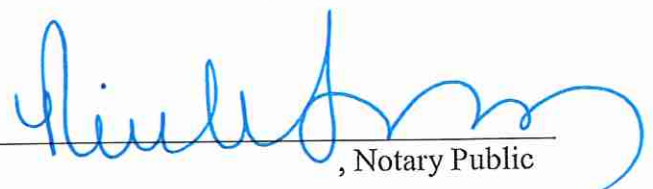

Emily Keller, Mayor

STATE OF ^{Connecticut} MARYLAND)
COUNTY OF ^{Fairfield} WASHINGTON) SS:
)

I hereby certify, that on this 14th day of ^{March} February 2022, before me, a Notary Public in and for said County and State, personally appeared Rajesh Menon and acknowledged the foregoing Agreement to be his/her act and deed, or the act and deed of GVP HAGERSTOWN OWNER, LLC, a Delaware limited liability company.

WITNESS my hand and Notarial Seal.

My Commission Expires: Nicole Lamoreaux
NOTARY PUBLIC
State of Connecticut
My Commission Expires 5/31/23


, Notary Public

STATE OF MARYLAND)
) SS:
COUNTY OF WASHINGTON)

I hereby certify, that on this 8th day of ~~February~~ ^{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: December 8, 2022

Donna Kay Spickler
Donna Kay Spickler, 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)

Situate at the northeast corner of the intersection of MD Route 144 (West Washington Street) and Western Maryland Parkway in District Number 24, Washington County, Maryland.

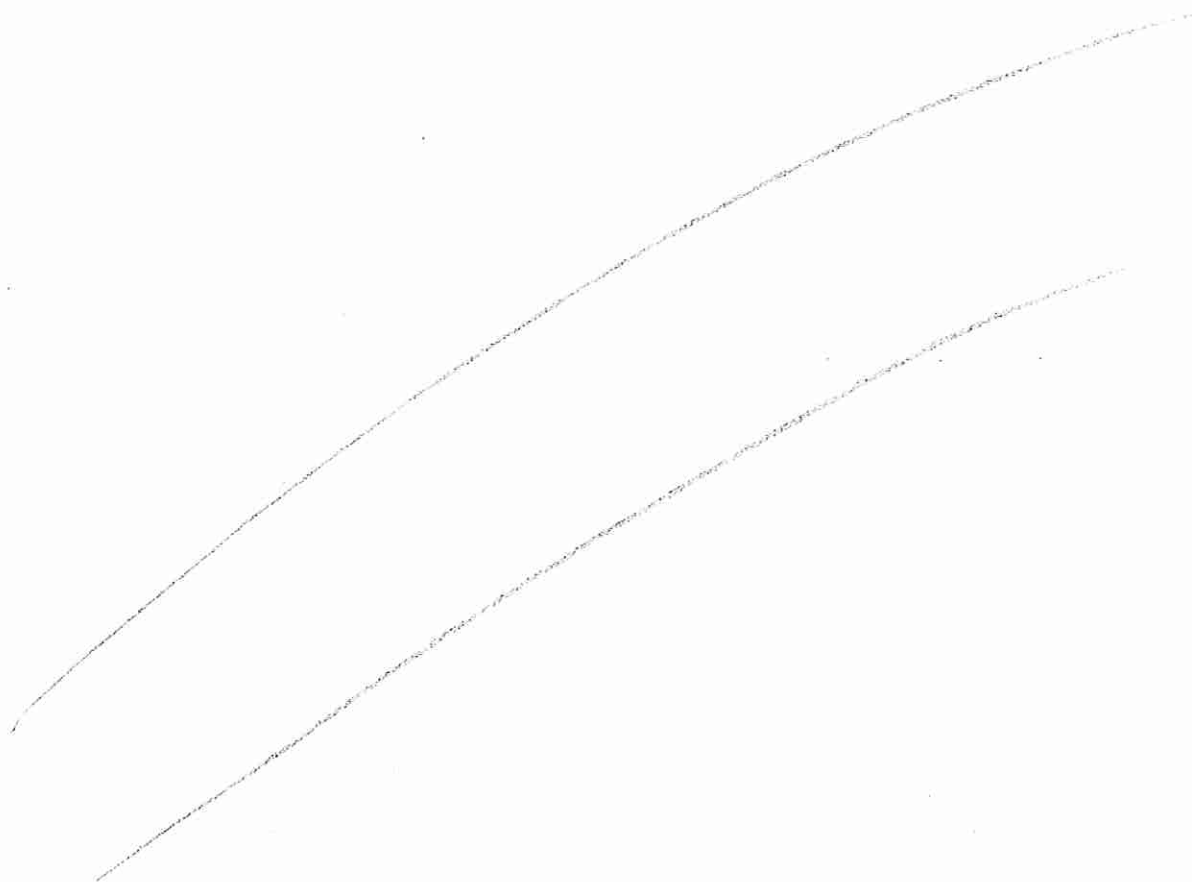
Beginning at a rebar and cap set in the northern right-of-way of MD Route 144 (West Washington Street), said point being the southwest corner of the lands of Dennis L. Price as described in a deed from Dennis L. Price and Nathan P. Leatherman to Dennis L. Price, dated April 2, 1999 and recorded among the land records of Washington County, Maryland in Liber 1486 at folio 1, thence running with the northern right-of-way of MD Route 144 (West Washington Street) the following six (6) courses;

- | | |
|----------------------------|--|
| 1) North 83° 10' 55" West | 1,225.87 feet to a rebar and cap set, thence |
| 2) North 06° 47' 11" East | 24.10 feet to a rebar and cap set, thence |
| 3) North 40° 07' 49" West | 35.35 feet to a rebar and cap set, thence |
| 4) North 83° 18' 35" West | 92.46 feet to a rebar and cap set, thence |
| 5) South 06° 41' 15" West | 20.71 feet to a rebar and cap set, thence |
| 6) North 83° 18' 44" West | 122.98 feet to a rebar and cap set in the eastern right-of-way of Western Maryland Parkway as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, recorded among the aforesaid land records, thence with the eastern and southern right-of-way of Western Maryland Parkway, as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, 100-10-335 and 100-10-336, the following seven (7) courses; |
| 7) North 37° 14' 44" West | 35.62 feet, thence with a non-tangent curve to the right, having a radius of 560.00 feet, an arc length of 854.64 feet, a delta of 87° 26' 31", and a chord of |
| 8) North 52° 57' 23" East | 774.08 feet, thence |
| 9) South 83° 19' 22" East | 547.58 feet, thence with a tangent curve to the left, having a radius of 640.00 feet, an arc length of 754.68 feet, a delta of 67° 33' 46", and a chord of |
| 10) North 62° 53' 46" East | 711.71 feet, thence |

- 11) North 29° 06' 54" East 570.00 feet, thence with a tangent curve to the left, having a radius of 739.99 feet, an arc length of 106.03 feet, a delta of 08° 12' 34", and a chord of
- 12) North 25° 00' 35" East 105.93 feet, thence
- 13) North 60° 58' 31" East 37.72 feet to the southern right-of-way of US Route 40 as shown on State Road Commission Plat No 14088, recorded among the said land records, thence with the southern right-of-way of US Route 40 by a non-tangent curve to the left, having a radius of 1,759.86 feet, an arc length of 39.83 feet, a delta of 01° 17' 48", and a chord of
- 14) South 76° 57' 16" East 39.83 feet to the northwest corner of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), thence with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17)
- 15) South 29° 06' 54" West 939.65 feet, thence continuing with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), the western right-of-way of an unnamed alley as shown on the plat of Highland Park, recorded as Plat No. 63, and the western boundary of the lands of Dennis L. Price (Liber 1486, folio 1)
- 16) South 19° 10' 38" West 782.05 feet to the Point of Beginning containing 934,100 square feet or 21.44398 acres of land more or less.

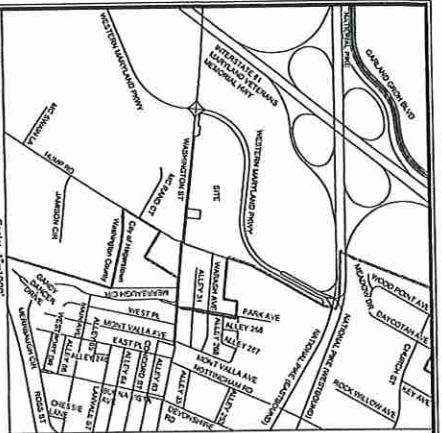
Being the same lands conveyed by ACH, LLC to GVP HAGERSTOWN OWNER, LLC by deed dated December 22, 2021 and recorded in Book 6883 at Page 248 among the Land Records of Washington County, Maryland.

Exhibit B
(Survey Plat)



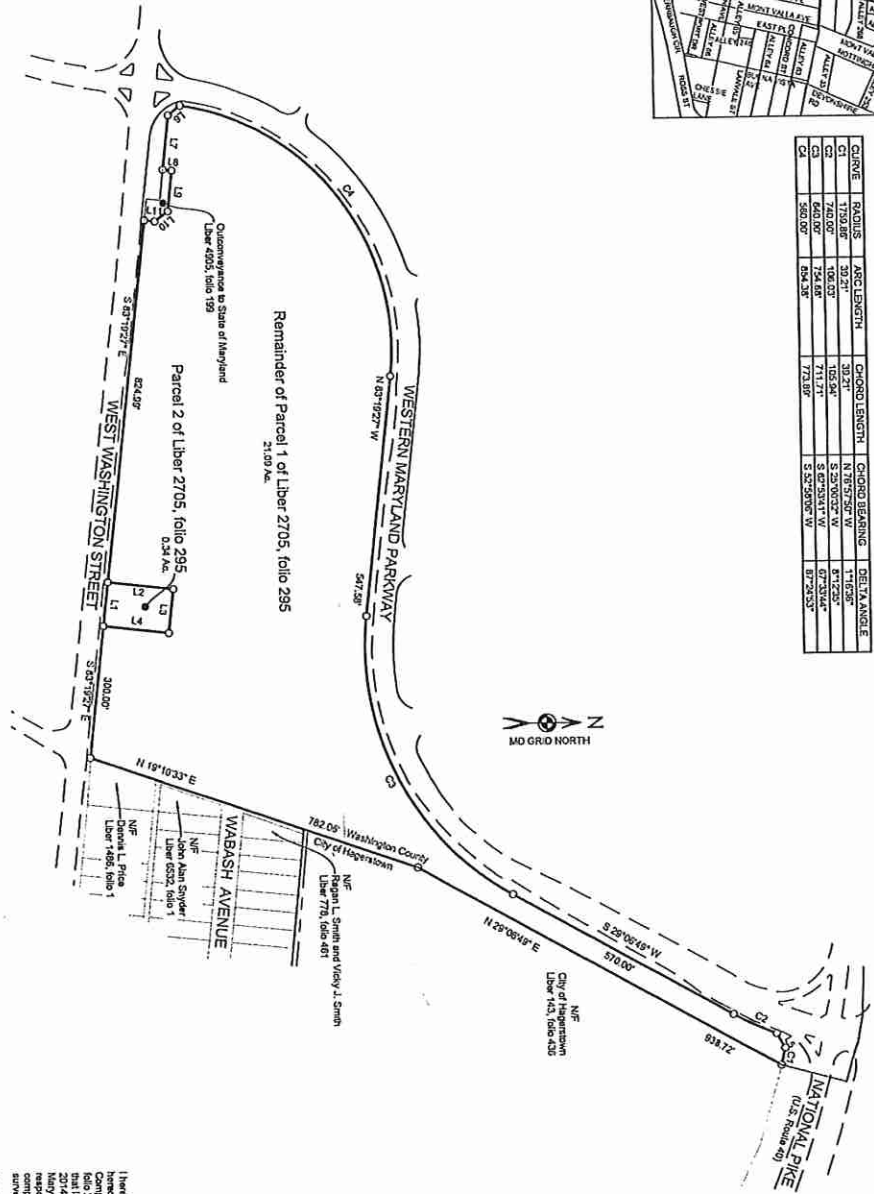
Vicinity Map

Scale: 1" = 1000'



LINE	BEARING	DISTANCE
L1	N 81°19'27" W	100.00'
L2	N 67°40'33" E	150.00'
L3	S 61°19'27" E	100.00'
L4	S 60°40'33" W	100.00'
L5	S 61°19'27" E	100.00'
L6	S 67°40'33" E	150.00'
L7	S 61°19'27" E	100.00'
L8	N 60°40'33" E	100.00'
L9	S 61°19'27" E	100.00'
L10	S 67°40'33" E	150.00'
L11	S 61°19'27" W	100.00'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	1750.00'	30.21'	N 78°57'50" W	116.00'	116.00°
C2	740.00'	106.03'	S 20°30'48" W	817.25'	817.25°
C3	640.00'	174.68'	S 67°35'11" W	872.53'	872.53°
C4	500.00'	804.38'	S 25°30'00" W	872.53'	872.53°



Note:
Parcel is zoned H - Highway Interchange District

STATE OF MARYLAND
FREDERICK COUNTY
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 12345
J. A. Smith
5-2-2021

I, the undersigned, being a duly qualified and licensed Professional Land Surveyor under the laws of the State of Maryland, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in the records of the State of Maryland, and that the same is in compliance with the requirements set forth in COMAR 03.12.02.03 in effect at the time this survey was performed.

SURVEYOR'S CERTIFICATION

**FREDERICK
SEIBERT &
ASSOCIATES, INC.** © 2016

CIVIL ENGINEERS SURVEYORS LANDSCAPE ARCHITECTS LAND PLANNERS
1725 SOUTH FLORENCE STREET, HAGERSTOWN, MARYLAND 21740
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225
410-438-2020
FAX 410-438-2025

ACH LLC

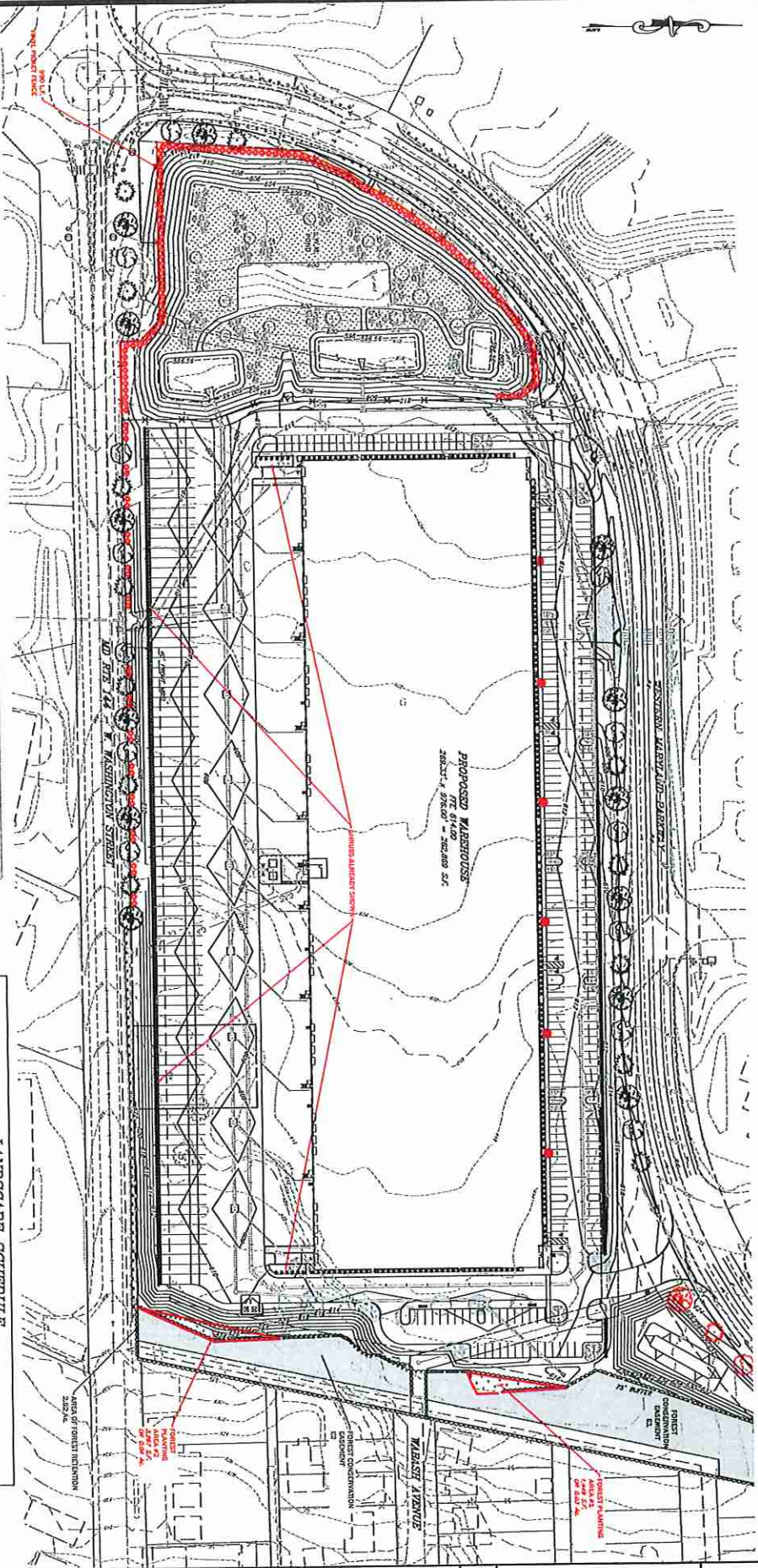
Boundary Survey
for
Situate along the south side of Western Maryland Parkway
and the north side of West Washington Street
WASHINGTON COUNTY, MARYLAND

Boundary Survey
for
ACH LLC

5022

Exhibit C
(Site Plan Modifications)





COUNTY LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	CONDITION
	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	2 & 3
	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	2 & 3

REVISIONS

1. 990 L.F. VINYL PICKET FENCE
2. 6 PYRAMIDAL ARBORVITAE ALONG FACADE
3. 123 DWARF BURNING BUSH SCREEN BEHIND SWM FENCE
4. 29 DWARF BURNING BUSH ALONG MD 144
5. 3 ADDITIONAL STREET TREES AT TOE SPOIL AREA

SYMBOL	DESCRIPTION	QUANTITY	SIZE	CONDITION
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3

SYMBOL	DESCRIPTION	QUANTITY	SIZE	CONDITION
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3

GRAPHIC SCALE



LANDSCAPE SCHEDULE

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY	SIZE	CONDITION
	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	2 & 3
	DOGWOOD	DOGWOOD	14	1-1/2" - 2" DIA.	2 & 3

SYMBOL	DESCRIPTION	QUANTITY	SIZE	CONDITION
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3
	SWAMP RETENTION BASIN	1	10' x 10'	2 & 3

ALTERNATE LANDSCAPE PLAN WESTERN MD PKWY WAREHOUSE

SITUATE ON WESTERN MARYLAND PARKWAY

FOX & ASSOCIATES, INC.

ENGINEERS • SURVEYORS • PLANNERS

661 MT. AETNA ROAD
HAGERSTOWN, MD 21740
PHONE: (301) 733-8553
FAX: (301) 733-1853



PROJECT NO. 21-111
DRAWN BY: [Name]
CHECKED BY: [Name]
SHEET 1 OF 1

Location	Comment	Response
Front Façade	A few columnar evergreens to break up mass of façade	Agreed. Will add columnar evergreens
Northeast side of property	Trees behind fence to buffer SWM	Northeast side of property is not a SWM facility; it is a berm intended to screen car parking and truck driveway to truck court. Nonetheless, will add three (3) trees to further enhance screening.
West side of property along SWM pond	Fence Material; Trees behind fence at SWM pond	Agreed. An alternative, more decorative fence along the pond side of Western Maryland Parkway and West Washington Street will be implemented. Also, additional trees and shrubs will be implemented to soften and screen the SWM pond.
Southwest side of property	4' tall 100 FT long masonry wall doubling as SWM fencing and can be used as signage	Will not be implemented due to excessive cost and limited to no value as signage location.
South side	Row of evergreens (pine?) behind street trees	Site elevation is several feet below West Washington Street (Route 144) meaning ground level plantings will have limited, if any, screening value. Nonetheless, additional shrubs and smaller trees will be included where street and site elevations converge.
East side of property	Pedestrian connection for access to park & employees living locally	Will not be provided due to safety and security concerns common to the industry. End user(s) of the building will need to keep tight control over property access meaning a pedestrian connection will have limited if any utility.
East side of property	Afforestation to achieve min 35' forest conservation area	Agreed. Developer will make sure that afforestation will min. 35' wide.

Location	Comment	Response
north side along façade and west side	1 ft short on planting width - 3 sides - 1516 LF, 1516 SF	Will not modify plan.
North side	4 short on parking lot trees	Will not modify plan.
southwest and southeast side of building	shrubs	Will not modify plan. Planting has been provided in this area. Additional planting will compromise visibility in high traffic work area thus compromising worker safety.
West side of building / east side of pond	70 shrubs at SWM pond	Will plant some additional shrubs to enhance entrance into property and soften appearance of pond, but it will not be 70 shrubs.
South side; end of truck court bottom of slope	400+ shrubs	Shrubs are already on plan. Will not modify plan any further. This area is several feet, up to 16 feet below street level; no headlights will impact road. Thus, shrubs will be of limited to no value and present a significant and unnecessary maintenance item.
around property	Sidewalks	Will not modify plan. West Washington Street and Western Maryland Parkway are State/County roadways; neither has requested sidewalks.

LR - Government
Instrument 0.00
Agency Name: City of
Hagerstown
Instrument List:
Agreement / Easement
Describe Other:
Ref:
=====

Total: 0.00
03/28/2022 02:00
CC21-KB
#16000213 CC0403 -
Washington
County/CC04.03.02 -
Register 02

This page not to be counted in calculating Recording Fee

**Clerk of Circuit Court
Washington County, Maryland**

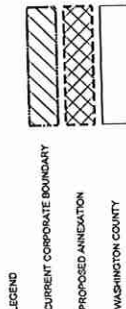
Kevin R. Tucker, Clerk
24 Summit Avenue
Hagerstown, MD 21740
301-790-7991

For Clerks Use Only

Improvement Fee _____
Recording Fee _____
County Transfer Tax _____
Recordation Tax _____
State Transfer Tax _____
Non-Resident Tax _____
TOTAL _____



SITE



ACREAGE TABLE	
PARCEL 1	21.09998 acres mtl
PARCEL 2	0.344 acres mtl
Total	21.44398 acres mtl

GENERAL NOTES:

- Coordinates and rotation based on a recent property survey by Frederick Seibert & Associates, job # 5022
- Current owners of record are:
Lands of GVP Hagerstown Owner, LLC, State of Maryland.
- Zoning Classifications:
Current County: HI,
Proposed City: HMU
- Annexation Effective Date: 1-6-2023
Case # A-2022-02 Annexation of lands of GVP HAGERSTOWN, OWNER LLC



GRAPHIC SCALE: 1"=200 FT.

I hereby certify that the plat shown and described hereon is a true and correct survey to the accuracy required by the Hagerstown Planning Commission and as shown hereto to the specifications of the Hagerstown Code of Ordinances. This plat was prepared by me or by my responsible charge all with requirements set forth by COMAR 09.13.06.12

Jeff N. Swan, MD Professional
Licensed Surveyor # 21552
License Expires: 12-23-25

Line Table					
Line #	Length	Direction	Line #	Length	Direction
L1	37.71	S69° 52' 20"W	L10	524.09	S33° 19' 27"E
L2	570.00	S09° 09' 40"W	L11	100.00	S83° 19' 27"E
L3	547.58	N85° 19' 27"W	L12	300.00	S83° 19' 27"E
L4	34.05	S37° 42' 50"E	L13	782.08	N19° 10' 33"E
L5	123.83	S85° 20' 13"E	L14	938.72	N03° 00' 49"E
L6	20.72	N03° 39' 47"E	L15	150.00	N00° 40' 32"E
L7	92.46	S60° 30' 13"E	L16	100.00	N83° 19' 27"W
L8	37.55	S30° 38' 51"E	L17	150.00	S09° 40' 32"W
L9	24.10	S05° 40' 33"W			

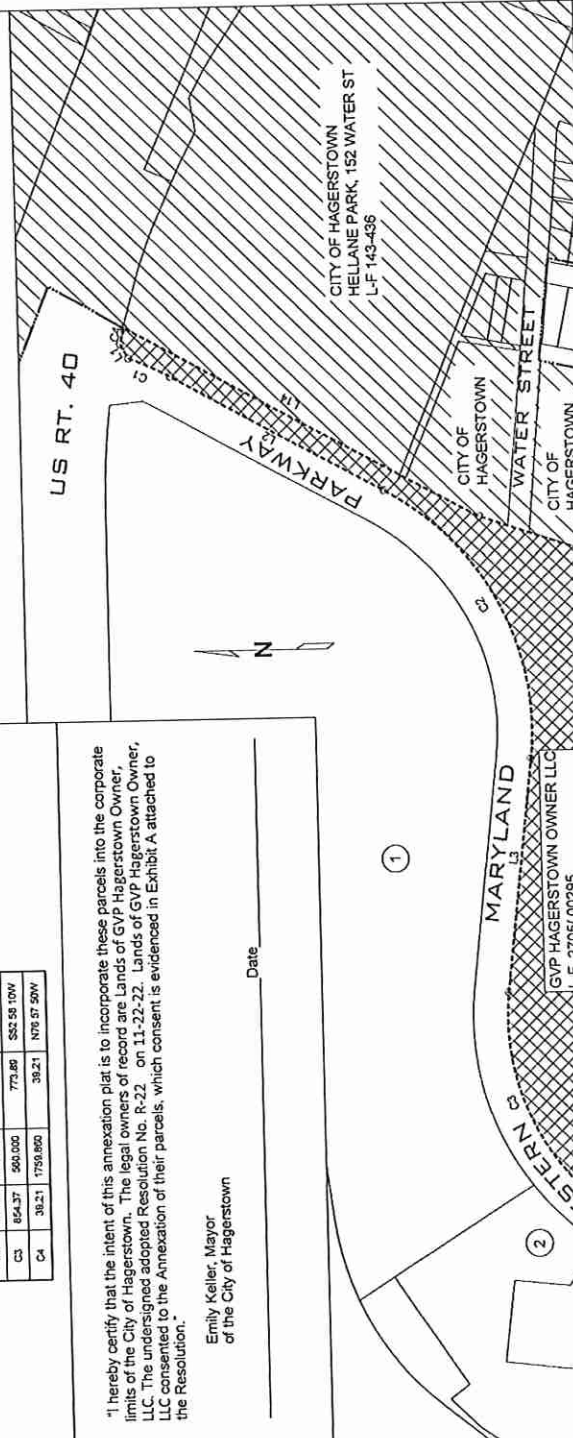
Curve Table			
Curve #	Length	Radius	Chord Length
C1	108.03	740.000	105.94
C2	754.68	640.000	711.71
C3	854.37	500.000	773.80
C4	38.21	1759.800	38.21

"I hereby certify that the intent of this annexation plat is to incorporate these parcels into the corporate limits of the City of Hagerstown. The legal owners of record are Lands of GVP Hagerstown Owner, LLC. The undersigned adopted Resolution No. R-22 on 11-22-22. Lands of GVP Hagerstown Owner, LLC consented to the Annexation of their parcels, which consent is evidenced in Exhibit A attached to the Resolution."

Emily Keller, Mayor
of the City of Hagerstown

Date

ADJOINER TABLE	
OWNER	LF
1 GP HAGERSTOWN LIMITED PARTSHIP I,	1280-420
2 TR HAGERSTOWN MOB LLC	6409-388
3 SUMMIT RIDGE LLC	4405-434
4 RAMPF WASH CO LTD PARTNERSHIP	928-461
5 DELAPOSTA PROPERTIES LLC	6826-28
6 MCRAND LIMITED PARTNERSHIP	895-157
7 THE MARYLAND FOOD BANK INC	Lot 6 Plat #2520 4673-326
8 REITTINGER JAMES	1570-1031
9 PLUMBERS & STEAMFITTERS LOCAL UNION	6652-29
10 RAFFERTY SAMUEL P SR RAFFERTY SAMUEL P JR	5008-250
11 PRICE DENNIS L	1486-01
12 SNYDER JOHN ALAN	5532-01
13 RAGAN L & VICKY J SMITH	778-461
14 STATE OF MARYLAND	4905-199



Wash Co MISC Plat

This plat does not represent any property conveyances nor have any lot lines changed.

Lands of GVP Hagerstown Owner, LLC.

Annexation Plat

Lands of GVP Hagerstown Owner, LLC. to be Annexed into the City of Hagerstown, MD.

CITY OF HAGERSTOWN, MD

DEPARTMENT OF

ENGINEERING

Washington County Tax Map 37-Grd. 20 Parcel, 621

2 WESTERN RD PARKWAY

WASHINGTON COUNTY, MARYLAND

Drawn By: JNS Date: 8-17-22 Scale: 1" = 200'

Survey By: JNS Date: 11-17-21

SHEET No. CITY DRAWING NUMBER

1 of 1 70-119-01

(Metes and Bounds Description)

Situate at the northeast corner of the intersection of MD Route 144 (West Washington Street) and Western Maryland Parkway in District Number 24, Washington County, Maryland.

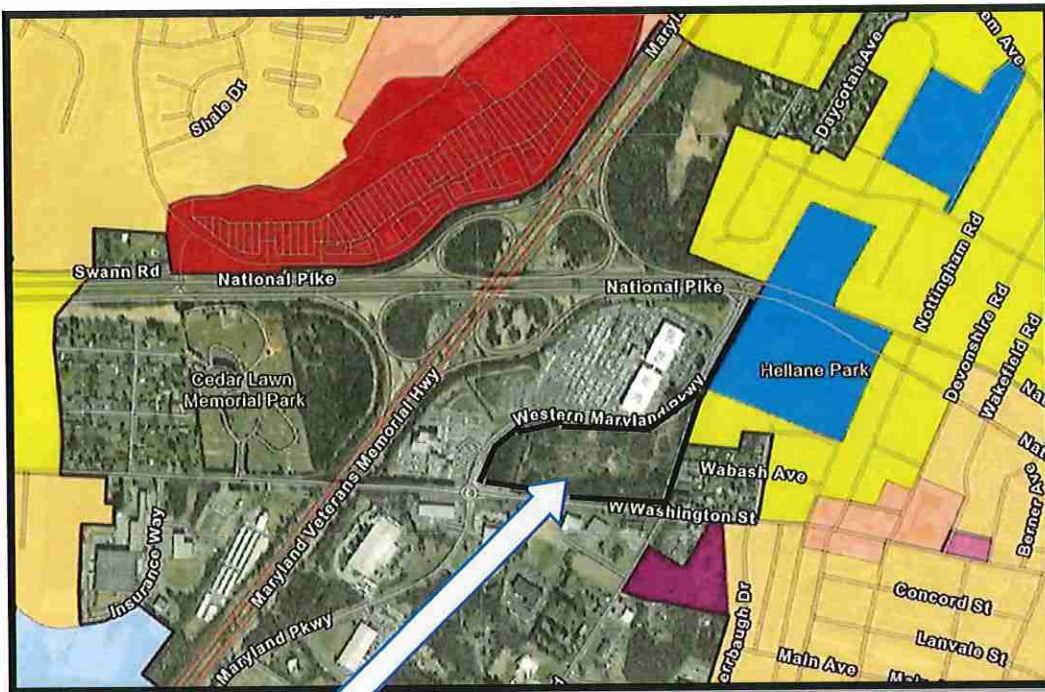
Beginning at a rebar and cap set in the northern right-of-way of MD Route 144 (West Washington Street), said point being the southwest corner of the lands of Dennis L. Price as described in a deed from Dennis L. Price and Nathan P. Leatherman to Dennis L. Price, dated April 2, 1999 and recorded among the land records of Washington County, Maryland in Liber 1486 at folio 1, thence running with the northern right-of-way of MD Route 144 (West Washington Street) the following six (6) courses;

- | | |
|----------------------------|--|
| 1) North 83° 10' 55" West | 1,225.87 feet to a rebar and cap set, thence |
| 2) North 06° 47' 11" East | 24.10 feet to a rebar and cap set, thence |
| 3) North 40° 07' 49" West | 35.35 feet to a rebar and cap set, thence |
| 4) North 83° 18' 35" West | 92.46 feet to a rebar and cap set, thence |
| 5) South 06° 41' 15" West | 20.71 feet to a rebar and cap set, thence |
| 6) North 83° 18' 44" West | 122.98 feet to a rebar and cap set in the eastern right-of-way of Western Maryland Parkway as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, recorded among the aforesaid land records, thence with the eastern and southern right-of-way of Western Maryland Parkway, as shown on Washington County, Maryland Engineering Department Plat No. 100-10-334, 100-10-335 and 100-10-336, the following seven (7) courses; |
| 7) North 37° 14' 44" West | 35.62 feet, thence with a non-tangent curve to the right, having a radius of 560.00 feet, an arc length of 854.64 feet, a delta of 87° 26' 31", and a chord of |
| 8) North 52° 57' 23" East | 774.08 feet, thence |
| 9) South 83° 19' 22" East | 547.58 feet, thence with a tangent curve to the left, having a radius of 640.00 feet, an arc length of 754.68 feet, a delta of 67° 33' 46", and a chord of |
| 10) North 62° 53' 46" East | 711.71 feet, thence |

- 11) North 29° 06' 54" East 570.00 feet, thence with a tangent curve to the left, having a radius of 739.99 feet, an arc length of 106.03 feet, a delta of 08° 12' 34", and a chord of
- 12) North 25° 00' 35" East 105.93 feet, thence
- 13) North 60° 58' 31" East 37.72 feet to the southern right-of-way of US Route 40 as shown on State Road Commission Plat No 14088, recorded among the said land records, thence with the southern right-of-way of US Route 40 by a non-tangent curve to the left, having a radius of 1,759.86 feet, an arc length of 39.83 feet, a delta of 01° 17' 48", and a chord of
- 14) South 76° 57' 16" East 39.83 feet to the northwest corner of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), thence with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17)
- 15) South 29° 06' 54" West 939.65 feet, thence continuing with the western boundary of the lands of the Mayor and Council of Hagerstown (Liber 143, folio 436, Parcel No. 17), the western right-of-way of an unnamed alley as shown on the plat of Highland Park, recorded as Plat No. 63, and the western boundary of the lands of Dennis L. Price (Liber 1486, folio 1)
- 16) South 19° 10' 38" West 782.05 feet to the Point of Beginning containing 934,100 square feet or 21.44398 acres of land more or less.

Being the same lands conveyed by ACH, LLC to GVP HAGERSTOWN OWNER, LLC by deed dated December 22, 2021 and recorded in Book 6883 at Page 248 among the Land Records of Washington County, Maryland.

A-2022-02: Annexation of Lands of GVP Hagerstown, LLC



Proposed Annexation – 21.44 Acres[±], I-MU Zoning

City of Hagerstown, Maryland
Annexation Case No. A-2022-02

Property Owners: GVP Hagerstown Owner LLC
Applicant: City of Hagerstown
Location of Property: 2 Western Maryland Parkway (Map 37, Parcel 821)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a re-initiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

- A. The area of annexation is approximately 21.44 acres.
- B. The proposed zoning is I-MU (Industrial Mixed-Use). The purpose of the I-MU District is to provide locations for general industrial uses and some mixed uses. The property is designated as Business Employment on the City's Future Land Use Map which identifies POM (Professional Office Mixed-Use) or I-MU (Industrial Mixed-Use) as compatible zoning districts.

The I-MU zoning classification proposed for this site is substantially similar to the industrial and professional/technical service sector side of the County's current zoning of HI (Highway Interchange) while not allowing some of the commercial zoning uses in the HI. The City's I-MU is intended to be a more focused business employment land use category rather than one that combines the broader array of land use categories found in the County's HI.

- C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, *visionHagerstown 2035*.
- D. It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area are non-residential in nature will have no additional impact to the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

- A. The area of annexation is under construction with a Washington County approved site plan and Washington County issued building permit. The property is approved for City Wastewater service per an annexation agreement and per approval of the utility plan for the site plan and per approval of the building permit. Sufficient capacity exists to serve the proposed plan.
- B. The area of annexation is under construction with a Washington County approved site plan and Washington County issued building permit. The property is approved for City Water service per an annexation agreement and per approval of the utility plan for the site plan and per approval of the building permit. Sufficient capacity exists to serve the proposed plan.
- C. The Electric Distribution System is external to the Hagerstown Light Department electric utility operating territory. Electric utility service is provided by the Potomac Edison Company of First Energy.

The Hagerstown Light Department provides street lighting services to public streets and supplies the personnel and equipment to maintain the installation after construction by the developer and acceptance by the HLD. Contact the HLD for details regarding street light installation requirements.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation fronts two public roads: Western Maryland Parkway and West Washington Street. No change to current

ownership or service is proposed. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's Public Ways Construction Standards by the developer.

- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.
- H. Maintenance (i.e. snow removal, mowing of right-of-ways, litter removal) of Western Maryland Parkway is performed by the Maryland State Highway Administration (SHA). Maintenance of West Washington Street is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.
- I. All future owners and businesses within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of property owners and businesses in the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

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

Topic:

MCB Hagerstown (Curwood Development) Financial Incentive Agreement ~ Doug Reaser,
Business Development Specialist

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

MCC_WS_Memo_Curwood_FIA_110822.pdf

Description

MCB Hagerstown Financial
Incentive Agreement



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Business Development Specialist

DATE: November 2 2022

RE: **MCB Hagerstown (Currwood Development) Financial Incentive Agreement**

At the November 8, 2022 Work Session, staff will review the financial incentive document for MCB Hagerstown. Staff seek guidance on proceeding with the financial incentive agreement.

Background:

- MCB Hagerstown intends to construct 1.9 million square feet of speculative industrial development.
- Capital investment is expected in the \$140 million range.
- The development is expected to create between 1,500-2000 jobs.
- The site is currently not in the Enterprise Zone but is under consideration for future inclusion.
- The financial incentive agreement follows terms not dissimilar from the County's Job Creation and Capital Investment Real Property Tax Credit program. The County would be providing roughly \$12 million in tax incentives through utilization of this program.

Business Points of Incentive Offer:

- The total collective incentive shall not exceed \$625,000 in grant back equal to City permit fees paid.
 - Building 1 would have \$425,000 of grant back equal to City permit fees paid.
 - Building 2 would have \$200,000 of grant back equal to City permit fees paid.
- The grant funds will be paid within 60 days of the Certificate of Occupancy for the shell building but not be paid before January 1, 2023 for either building/phase.
- The offer cannot be combined with the Enterprise Zone should the designation become available. The developer will have the option to proceed with this Financial Incentive or Enterprise Zone at the Developer's option.
- Any monetary distribution and/or budget consideration of incentive funds will be refundable to the City within 90 days of enterprise zone certification.
- The development must cause a minimum capital investment and job creation that follows the Washington County Job Creation and Capital Investment Real Property Tax Credit Program as defined in Section 4 (c).
 - Minimum of \$10,000,000 capital investment for each building.
 - Creation of 100 New Permanent Full-Time Positions for each building.
- This incentive will be negated if MCB Hagerstown LLC seeks and achieves an appeal of property assessment before submission of the jobs certification report.
- Phase I construction must be completed with a use and occupancy permit by 12/31/24.

- Phase II of construction must be completed with a use and occupancy permit by 12/31/24.
- Phase I must be tenant occupied by 6/30/25.
- Phase II must be tenant occupied by 6/30/25.
- MCB Hagerstown LLC must provide a jobs certification report by 12/31/25. If either building is unable to obtain 100 New Permanent Full-Time Positions, the incentive will be prorated to positions filled out of 100 and reimbursement for the incentive will be required within 90 days (Example: Tenant occupies Building 2 with 50 jobs - \$100,000 would be reimbursed).
- If these conditions are not met, any granted funds must be repaid to the City of Hagerstown.

Staff will be present at the Work Session to discuss this project in detail.

Attached: Financial Incentive Agreement, Concept Plan

c:

Jill Thompson
Kathy Maher
Michelle Hepburn
Nancy Hausrath
Rodney Tissue
Ann Rotz
Jason Morton

FINANCIAL INCENTIVE AGREEMENT
by and between the City of Hagerstown, Maryland, and MCB Hagerstown, LLC

THIS FINANCIAL INCENTIVE AGREEMENT ("Agreement") is made and entered this _____ day of _____, 2022 by and between the **City of Hagerstown, Maryland ("the City")**, and **MCB Hagerstown, LLC, ("MCB")**.

RECITALS

WHEREAS, MCB intends to construct 1.9 million square feet of speculative industrial development, consisting of an approximately 1,200,000 to 1,600,000 square foot building (known as "Building 1") to be constructed in Phase I and an approximately 300,000 square foot building (known as "Building 2") to be constructed in Phase II (both Phases collectively referred to as the "Project"); both to be constructed on its real property at 1527 Howell Road, which is located within the corporate limits of the City of Hagerstown, Maryland, in accordance with site plans approved by the Hagerstown Planning Commission on or about April 27, 2022 (Case nos. ZS-2022-02 and ZS-2022-03);

WHEREAS, MCB's total construction budget anticipates \$140 million of investment;

WHEREAS, the Project has the potential to create more than 2,000 jobs;

WHEREAS, the site is not currently located in an Enterprise Zone, but is under consideration for future inclusion in an Enterprise Zone;

WHEREAS, the Project is expected to create new jobs and spur economic development on the City's eastern boundary; and

WHEREAS, the City has agreed to provide a monetary incentive to MCB to assist with the Project.

Therefore, for and in consideration of the incentives hereinafter provided and the mutual covenants and agreements contained herein, and intending to be legally bound hereby, the City and MCB do contract and agree as follows:

1. **Incentive Package.** The City and MCB agree that the incentive contemplated herein shall be governed by the following provisions:

- A. Subject to the requirements of this Agreement, the City shall grant back to MCB \$425,000.00 of permit fees paid within sixty (60) days of the Certificate of Occupancy for Building 1 or January 1, 2023, whichever comes later.

- B. Subject to the requirements of this Agreement, the City shall grant back to MCB \$200,000.00 of permit fees paid within sixty (60) days of the Certificate of Occupancy for Building 2 or January 1, 2023, whichever comes later.
- C. In no event shall the total incentive for this Project exceed \$625,000.00 in grants back to MCB by the City for actual permit fees paid.
- D. MCB shall invest or cause to be invested at least \$10,000,000 in capital investment for each building.
- E. MCB shall create at least one hundred (100) New Permanent Full-Time Positions for each building. MCB must provide a jobs certification report by December 31, 2025. If there are fewer than 100 New Permanent Full-Time Positions in one or both buildings, the incentive related to that building shall be prorated by percentage for the actual number of New Permanent Full-Time Positions created in that building (for example, if there are 50 New Permanent Full-Time Positions in Building 2, MCB shall be entitled to an incentive of \$100,000.00) and reimbursement for any overpayment must be made by MCB to the City within ninety (90) days of the submission of the jobs certification report.
- F. Phase I must be completed with a use and occupancy permit no later than December 31, 2024.
- G. Phase II must be completed with a use and occupancy permit no later than December 31, 2024.
- H. Phase I must be tenant occupied by June 30, 2025.
- I. Phase II must be tenant occupied by June 30, 2025.
- J. If this site becomes included in the Enterprise Zone, MCB shall refund any and all incentive monies received from the City to the City within ninety (90) days of Enterprise Zone certification and MCB shall not be entitled to any incentives under this Agreement.
- K. If MCB is granted an appeal of the property assessment prior to its submission of the jobs certification report pursuant to subsection E, MCB shall refund any and all incentive monies received from the City to the City within ninety (90) days of said appeal and MCB shall not be entitled to any incentives under this Agreement.
- L. MCB may apply for benefits or assistance under the Washington County Job Creation program separately and receipt of any such benefit or assistance shall not reduce any incentive hereunder.
- M. MCB shall maintain good standing on all developer debts, taxes, and any other obligations to the City. The City shall notify MCB in writing if it violates this

provision and MCB shall have thirty (30) days from receipt of that written notice to cure.

- N. If MCB files for bankruptcy or receivership, whether voluntary or involuntary, before complying with all provisions of this Agreement, MCB shall be deemed in default of this Agreement and shall immediately reimburse the City for any and all monies received hereunder.

3. **Default.** In the event of a default by MCB of any term, provision or condition of this Agreement, the City shall not be required to make any additional payments under this Agreement. Further, the City shall be permitted to charge interest at the rate of Three per cent (3%) fixed per annum on all incentive monies made to MCB until all such monies and interest are repaid in full in addition to pursuing any and all rights at law or in equity, including but not limited to the right to recover consequential damages resulting from MCB's default.

In any action brought by or against the City in the interpretation or enforcement of this Agreement, MCB, in addition to all other damages, shall pay the reasonable value of attorney's services incurred by the City in such action, together with the City's litigation expenses and court costs. This provision shall apply regardless of whether the City is represented in such proceedings by an attorney already employed by (or on retainer with) the City or by other counsel or both.

4. **Notice.** All notices and correspondence under or regarding this Agreement or any provisions hereof shall be in writing and shall be hand-delivered or sent postage prepaid by either (i) United States mail, certified, return receipt requested, or (ii) for delivery the next business day with a nationally recognized express courier:

To MC:
ADDRESS
(with a copy to _____)

To the City at:
City of Hagerstown
1 East Franklin Street
Hagerstown, Maryland 21740
Attention: Scott A. Nicewarner
City Administrator

with a copy to: Jason Morton
City Attorney
82 West Washington Street
Suite 100
Hagerstown, Maryland 21740

5. **Laws of Maryland.** This Agreement was made and entered into in the State of Maryland and is to be governed by and construed under the laws of the State of Maryland, without regard to conflicts of law principles. The parties hereby consent to the exclusive jurisdiction and venue of

the Maryland State Courts located in Washington County, Maryland for the litigation of any issue arising hereunder.

6. **Recitals.** The Recitals are hereby incorporated into this Agreement as substantive provisions.

7. **Entire Agreement: Modification.** This Agreement (including Exhibits 1-4 attached hereto) constitutes the entire agreement and understanding of the parties. There are no other promises or other agreements, oral or written, express or implied between the parties other than as set forth in this Agreement. No change or modification of, or waiver under, this Agreement shall be valid unless it is in writing and signed by authorized representatives of the parties.

8. **Severability.** If any provision of this Agreement shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and every provision of this Agreement shall remain in full force and effect and enforceable to the fullest extent permitted by law.

9. **Waiver.** Neither party's waiver of the other's breach of any term, covenant or condition contained in this Agreement shall be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition in this Agreement.

10. **Survival.** This Agreement shall terminate on July 29, 2028; however, the covenants contained herein or liabilities accrued under this Agreement which, by their terms, require their performance after the expiration or termination of this Agreement shall be enforceable notwithstanding the expiration or other termination of this Agreement.

11. **Counterparts/Execution.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile or photocopy of a signature of a party shall constitute an original signature, fully binding the party for all purposes.

12. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other party.

13. **Successors Bound.** This Agreement shall be binding on and shall inure to the benefit of the successors, permitted assigns, and legal representatives of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement under their respective seals as of the day and year first above written.

WITNESS:

MCB Hagerstown, LLC

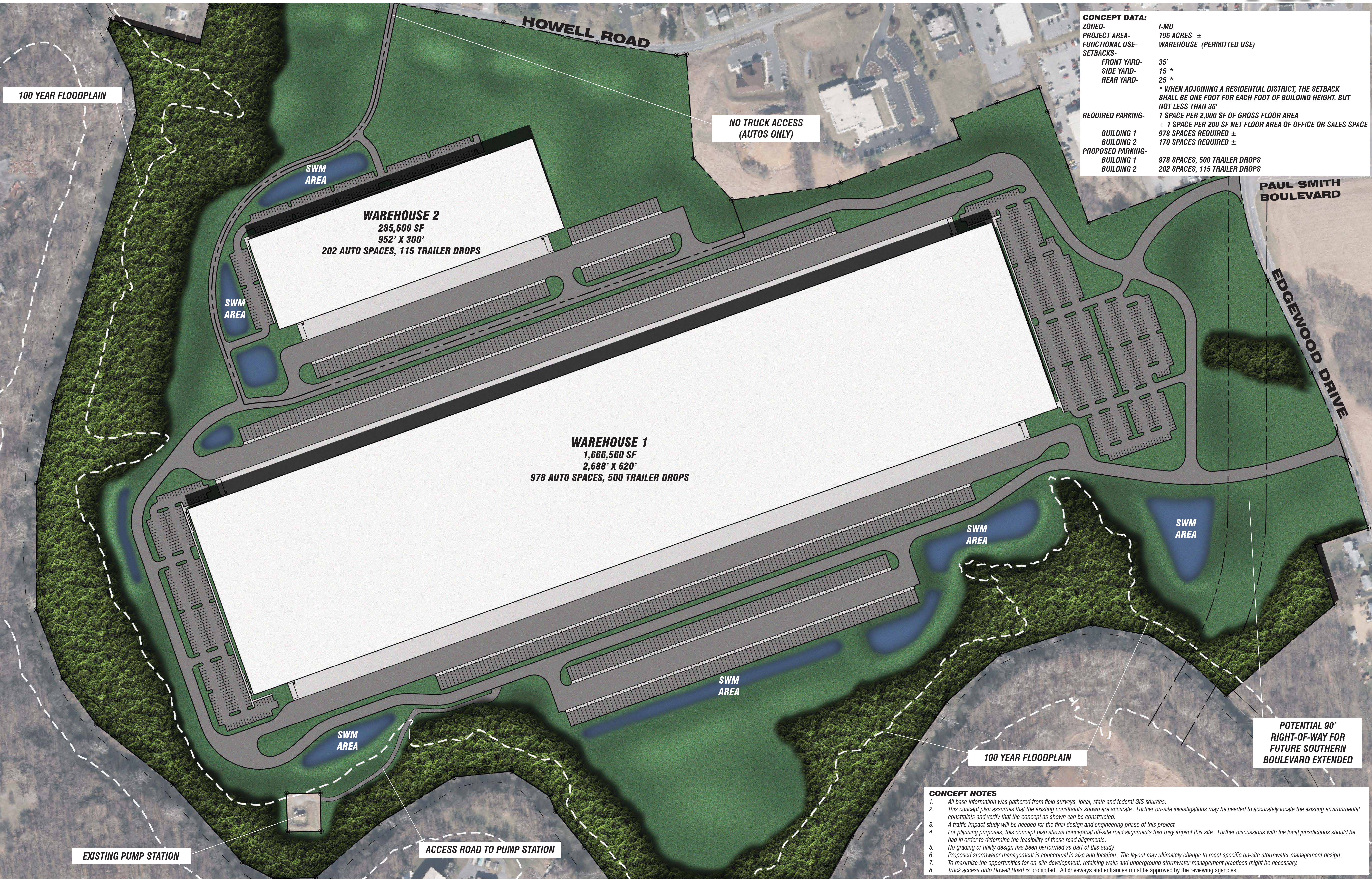
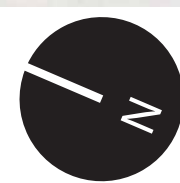
BY: _____ (SEAL)
NAME, President

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

BY: _____(SEAL)
Emily Keller, Mayor



CONCEPT DATA:	
ZONED-	I-MU
PROJECT AREA-	195 ACRES ±
FUNCTIONAL USE-	WAREHOUSE (PERMITTED USE)
SETBACKS-	
FRONT YARD-	35'
SIDE YARD-	15' *
REAR YARD-	25' *
* WHEN ADJOINING A RESIDENTIAL DISTRICT, THE SETBACK SHALL BE ONE FOOT FOR EACH FOOT OF BUILDING HEIGHT, BUT NOT LESS THAN 35'	
REQUIRED PARKING-	1 SPACE PER 2,000 SF OF GROSS FLOOR AREA + 1 SPACE PER 200 SF NET FLOOR AREA OF OFFICE OR SALES SPACE
BUILDING 1	978 SPACES REQUIRED ±
BUILDING 2	170 SPACES REQUIRED ±
PROPOSED PARKING-	
BUILDING 1	978 SPACES, 500 TRAILER DROPS
BUILDING 2	202 SPACES, 115 TRAILER DROPS

- CONCEPT NOTES**
1. All base information was gathered from field surveys, local, state and federal GIS sources.
 2. This concept plan assumes that the existing constraints shown are accurate. Further on-site investigations may be needed to accurately locate the existing environmental constraints and verify that the concept as shown can be constructed.
 3. A traffic impact study will be needed for the final design and engineering phase of this project.
 4. For planning purposes, this concept plan shows conceptual off-site road alignments that may impact this site. Further discussions with the local jurisdictions should be had in order to determine the feasibility of these road alignments.
 5. No grading or utility design has been performed as part of this study.
 6. Proposed stormwater management is conceptual in size and location. The layout may ultimately change to meet specific on-site stormwater management design.
 7. To maximize the opportunities for on-site development, retaining walls and underground stormwater management practices might be necessary.
 8. Truck access onto Howell Road is prohibited. All driveways and entrances must be approved by the reviewing agencies.

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

Topic:

Review of Lease - Maryland Watch Works - *Doug Reaser, Business Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

110822_WS_MWW.pdf

Description

Review Lease - Maryland
Watch Works



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator
FROM: Doug Reaser, Business Development Specialist
DATE: November 2, 2022
RE: **Review of Lease – Maryland Watch Works**

Staff will attend the November 8, 2022 Mayor & Council Work Session to review a request of Maryland Watch Works to end their lease early.

Background

Maryland Watch Works currently leases approximately 2,000 square feet, Suite B-3, at 14 N Potomac St (Elizabeth Hager Center).

- Lease began April 1, 2020.
- Current rent is \$2,000 per month.
- City previously included a termination clause for expansion of the businesses allowing 90 days' notice without penalty. The clause required the tenant to expand to a minimum of 5,500 square feet or more.
- Initial term of the lease expires March 31, 2023.

Request

Maryland Watch Works has requested that the expansion requirement of 5,500 be lowered. The business has indicated they've found a more suitable space for their business and would like the City to waive the requirement. Maryland Watch Works has indicated that they would provide 90 days' notice and be moving to another location within the downtown to a slightly larger space than they are currently occupying.

Staff seek direction from Mayor and Council on Maryland Watch Works' request.

Attachments: 4/1/2020 Lease

c. Jill Thompson
Michelle Hepburn
Eric Deike

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN
TO ENTER INTO A NEW LEASE AGREEMENT WITH MARYLAND WATCH WORKS, LLC
FOR A PORTION OF THE PROPERTY KNOWN AS
14 NORTH POTOMAC STREET**

RECITALS

WHEREAS, the City of Hagerstown owns property known as 14 North Potomac Street in Hagerstown, Maryland; and

WHEREAS, a portion of the said property is available for lease ("the Premises"); and

WHEREAS, the City of Hagerstown desires to lease said Premises to Maryland Watch Works, LLC; and

WHEREAS, Maryland Watch Works, LLC, is a limited liability company organized and existing under the laws of the State of Maryland, and which does business as a watch manufacturing and repairing business, desires to lease the Premises from the City and operate its business at said location, provided that the City make certain improvements to the Premises; and

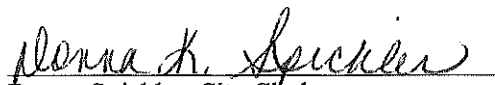
WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to do so;

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

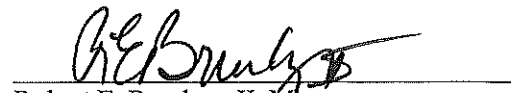
1. That it adopts herein the foregoing Recitals and authorizes the City of Hagerstown to enter into a Lease Agreement with Maryland Watch Works, LLC for the Premises, pursuant to the terms of the Lease Agreement attached hereto and incorporated herein by reference.
2. That upon Maryland Watch Works providing written proof that it has a valid trader's license, and all other applicable licenses and approvals, the Mayor be and is hereby authorized to execute and deliver the Lease Agreement attached hereto, and to execute any additional documentation required to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL


Donna Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND


Robert E. Bruchey, II, Mayor

Date of Introduction: February 25, 2020
Date of Passage: February 25, 2020
Effective Date: February 25, 2020

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") entered into on 9th March day of 2020, 2020, by and between THE CITY OF HAGERSTOWN, a Maryland Municipal Corporation, existing under and by virtue of the laws of the State of Maryland, hereinafter called "City" or "Landlord," and Maryland Watch Works, LLC, a limited liability company organized and existing under the laws of the State of Maryland, hereinafter called "Tenant".

WHEREAS, the City owns a certain property located in Hagerstown, Washington County, Maryland, known as 14 North Potomac Street, (the "Property"); and

WHEREAS, the City desires to Lease a portion of the aforesaid Property to the Tenant; and

WHEREAS, Tenant desires to enter into a lease of a portion of the Property pursuant to the terms hereof;

NOW THEREFORE, in consideration of the obligations contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

SECTION 1 DEMISE OF PREMISES

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, hereby leases to Tenant and tenant hereby leases from Landlord all of the following space located at 14 North Potomac Street, Suite B-3 Hagerstown, Maryland, consisting of approximately 2,000 total square feet, more particularly identified on the attached **Exhibit 1** ("the Premises").

SECTION 2 TERM

The Premises described herein are leased by Landlord to Tenant for an initial term of three (3) years (36 months) beginning on the 1st day of April, 2020 and terminating on the 31st day of March, 2023 at and for rental as set forth in Section 3 – Rent. Upon the expiration of the term and/or any renewal thereof (collectively the "term"), the rights of the Parties shall be construed pursuant to Section 17 hereof. In no event shall the tenancy be extended or renewed absent an express written agreement between the Parties.

Thereafter, the Tenant is given and shall have the option to renew this Lease for two (2) additional one-year terms, so long as Tenant is in compliance with the terms of this Lease, and is utilizing the Premises described herein as contemplated hereunder.

In order to renew this Lease as outlined above Tenant must give Landlord notice in writing ninety (90) days prior to the expiration of the initial term (or renewal term as the case may be) of its desire to renew pursuant to the terms and conditions contained in this Lease Agreement. In the event Tenant fails to give any such notice to the City, it shall be presumed that Tenant has elected to terminate this Lease.

SECTION 3

RENT

A. For the period of April 1, 2020 to March 31, 2021, the annual rental shall be Fifteen Thousand Four Hundred and 00/100 Dollars (\$15,400.00). Tenant shall pay in equal monthly installments of One Thousand Four Hundred and 00/100 Dollars (\$1,400.00) per month in advance on the first day of each month; however, there shall be no rent due for the two months of occupancy (i.e. April and May, 2020).

B. For the period of April 1, 2021 to March 31, 2022, the annual rental shall be Twenty Thousand Four Hundred and 00/100 Dollars (\$20,400.00). Tenant shall pay in equal monthly installments of One Thousand Seven Hundred and 00/100 Dollars (\$1,700.00) per month in advance on the first day of each month.

C. For the period of April 1, 2022 to March 31, 2023, the annual rental shall be Twenty-Four Thousand and 00/100 Dollars (\$24,000.00). Tenant shall pay in equal monthly installments of One Thousand Three Hundred and 00/100 Dollars (\$2,000.00) per month in advance on the first day of each month.

D. For each year thereafter, if any, Tenant's rent shall increase at the rate of 3% per year over the previous year's rent. Tenant shall pay said rent in equal monthly installments in advance on the first day of each month.

SECTION 4

USE FEES; UTILITIES

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

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

SECTION 5

COMPLIANCE TO MAINTAIN PROPERTY

IN COMPLIANCE WITH INSURANCE

Tenant covenants that it will not do nor permit to be done, nor keep nor permit to be kept upon the Premises, anything which will contravene the policy or policies of insurance against

loss by fire or other causes, or which will increase the rate of fire or other insurance on the Property beyond the current rate. Should any act of Tenant so increase the rate, then, in addition to the rent hereinabove provided for, Tenant shall be liable for such additional premium, which shall be payable when billed as additional rent, collectible in the same manner as the annual rent. Tenant covenants that under no circumstances will it keep or permit to be kept, do or permit to be done, in or about the Premises, anything of a character so hazardous as to render it difficult, impracticable, or impossible to secure such insurance in companies acceptable to Landlord. Tenant further covenants, immediately upon notice, to remove from the Premises and/or to desist from any practice deemed by the insurance companies or the Fire Marshall as so affecting the insurance risk or otherwise presenting a hazard.

SECTION 6 **MAINTENANCE**

Tenant agrees to keep the interior of the Premises, including the fixtures, equipment and personalty and appurtenances thereto in good repair and will make all ordinary and replacement repairs as its expense. Tenant agrees to be responsible for all interior and exterior window cleaning. Tenant shall be responsible for snow removal and cleaning on front sidewalk as needed. Tenant shall maintain the Premises in a neat and clean condition and upon the expiration of the term of this Agreement surrender the entire premises in as good a state and condition as they were in at the commencement of the term, ordinary wear and tear excepted. If Tenant refuses or neglects to repair or replace the fixtures, equipment or personal property as required hereunder to the reasonable satisfaction of Landlord within a reasonable time following written demand to Tenant by Landlord, Landlord may make such repairs or replacements, and upon completion, Tenant shall pay Landlord's costs for making such repairs or replacements upon presentation of bills therefore, payable and collectible as additional rent.

Tenant shall be responsible and pay for all janitorial and cleaning services as may be required for the Premises. Tenant shall be responsible and pay for all pest/insect/rodent control services for the Premises.

Landlord agrees to keep and maintain in good order and repair the exterior, the roof and all structural parts of the Premises and the Property. Landlord shall maintain in good condition and repair the electrical, heating, cooling and plumbing systems which serve the Premises.

SECTION 7 **TERMINATION OF LEASE IN CASE OF TENANT'S EXPANSION**

If Tenant has the *bona fide* need for additional space, and if Tenant finds alternative premises consisting of 5,500 square feet or more, and enters into a written lease (or purchase agreement) for same within limits of the City of Hagerstown, the Tenant may terminate this Lease Agreement upon ninety (90) days' written notice to the Landlord. As a condition of this Section, Tenant must furnish to Landlord a true and accurate copy of the written lease or purchase agreement, as the case may be, at the time that Tenant provides notice.

SECTION 8

ALTERATIONS

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

Within a reasonable period of time, the alterations set forth below shall be performed by April 1, 2020 and paid for as follows:

Landlord shall pay for wood counter, paint/patch, build a water dam, labor costs to add a humidifier, and up to \$5,000 toward the cost for new flooring.

Tenant shall pay for dust collectors, L-counter/shelves, materials cost of humidifier, and any amount in excess of \$5,000 for flooring.

SECTION 9

USE

The demised Premises shall be used by the Tenant solely for the purpose of conducting a watch manufacturing and repair business and any related business activities incidental thereto. No other use may be made of the premises unless approved in writing by the Landlord.

Tenant shall at all times during the term hereof remain in good standing with the State of Maryland, maintain its trader's license, and all other applicable licenses and approvals current and valid. Failure to cure a violation of this provision within thirty (30) days of notice to do so shall constitute an event of default hereunder.

Tenant's agents, servants, employees, invitees, or other persons upon the Premises under the control and direction of the Tenant shall not engage in any criminal activity upon the Premises. Tenant, its agents, servants and employees shall not engage in any act intended to facilitate criminal activity upon the Premises or permit the Premises to be used for any such criminal activity. Any violation of this warranty shall be deemed an event of default hereunder.

SECTION 10

SIGNS

Tenant shall be permitted to install the name of Tenant and/or its trade name, on any interior walls. The Tenant may not erect or place any signs on the exterior of the Premises or

Property or which are visible from the exterior of the building unless same are in compliance with all applicable regulations and have been approved in writing by the Landlord. Said approval shall not be unreasonably withheld.

SECTION 11
ASSIGNMENT AND SUBLEASE

Tenant shall not assign this Lease nor sublet all or any portion of the Premises to any person or entity without prior written approval from Landlord. Said approval shall be in the sole and absolute discretion of the Landlord.

SECTION 12
INDEMNITY AND LIABILITY INSURANCE

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

Tenant agrees to maintain general liability, fire and casualty and property damage insurance with an insurance company acceptable to Landlord and to protect Landlord as an additional insured in the minimum amount of \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. The insurer must be approved or acceptable to the Landlord. Such policy shall cover the demised Premises only. Said policies shall provide for at least 30 days' notice to the Landlord before cancellation and an endorsement shall be delivered to Landlord. A certificate of insurance shall be furnished to Landlord upon the execution of this Lease, and annually thereafter.

SECTION 13
QUIET ENJOYMENT; SUBORDINATION TO MORTGAGES

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

SECTION 14
INSPECTION OF PREMISES

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

SECTION 15
FIRE DAMAGE/CONDEMNATION

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

Should the Premises or any part thereof be condemned, appropriated and/or required for public use, then this Lease Agreement at the option of Landlord, shall terminate upon the date when the Premises or any part thereof shall be taken. Rent shall be apportioned as of the date of such termination. Tenant shall not be entitled to any portion of a damage award.

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

SECTION 16
DEFAULT OF TENANT; REMEDIES OF LANDLORD

In addition to, and not in contravention of any other provision hereof, it is further agreed and understood that if any default is made in the payment of the rental or any other provisions as herein agreed by the Tenant, then the relationship of Landlord and Tenant at the option of the Landlord shall wholly cease and terminate, and the Landlord, its agents or attorneys, shall have the absolute right to re-enter said premises and assume and take possession of the same and the said Tenant waives service of any Notice of Intention to Re-enter, Notice to Terminate Tenancy, or Notice to quit or Demand for Possession.

SECTION 17
TENANT HOLDING OVER

This agreement shall terminate automatically upon the expiration of the initial term or any validly exercised renewal thereof. However, if Tenant does not immediately surrender possession of the Premises upon the termination, and there is a holding over by Tenant, then and in said event, the tenancy of this lease shall be considered at will, and Landlord shall be entitled to retake possession of the Premises without any prior notice to Tenant. Tenant hereby waives Demand for Possession and Service of Notice to Re-enter and Notice of any kind in connection with Landlord's right to re-enter and take possession of the Premises upon expiration of the term. If, despite the intent of the Parties, a Court of competent jurisdiction shall hold that a periodic

tenancy exists upon the expiration of the initial term or any renewal hereof, the Parties hereto agree that said periodic tenancy shall be month-to-month.

SECTION 18
CONTINGENCY

It is recognized by and between the parties that it is necessary for the Landlord to pass a resolution approving the execution of this Lease and the provisions hereof. In the event that said resolution should not become effective for any reason, then in said event, this agreement is null and void of no effect. It is agreed that the necessary resolution required by the Landlord shall be introduced as expeditiously as possible.

SECTION 19
SMOKING

No smoking will be permitted on the Premises by the public or the guests, invitees, agents, servants or employees of Tenant. No candle, incense or open flame shall be permitted on the Premises.

SECTION 20
NOTICES

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

City of Hagerstown:	City Clerk City of Hagerstown City Hall 1 E. Franklin Street Hagerstown, MD 21740
With a courtesy copy to:	Jason Morton, Esquire Salvatore & Morton, LLC 82 West Washington Street, Suite 100 Hagerstown, Maryland 21740
Tenant:	Pierre Brown 13804 Renwick Terrace Hagerstown, MD 21740

SECTION 21
ADDITIONAL DOCUMENTS

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

SECTION 22
PARTIAL INVALIDITY

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

SECTION 23
GOVERNING LAW

This Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflicts of law. The parties hereto agree to the exclusive jurisdiction and venue of the State Courts of Maryland located in Washington County. THE PARTIES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY.

SECTION 24
PERMITS

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

SECTION 25
SECURITY DEPOSIT

N/A

SECTION 26
PERSONAL GUARANTEE

The Tenant hereby acknowledges that the Landlord has agreed to enter into the Lease based in part on the assurances of and receipt of a personal guarantee from Pierre Brown. The Personal Guarantee is the form attached hereto as **Exhibit 2** and is incorporated herein by reference as an integral and material requirement of this Lease Agreement.

SECTION 27
MISCELLANEOUS

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

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

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

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

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

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

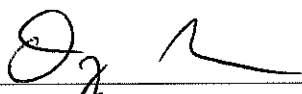
**WITNESS AND ATTEST
AS TO CORPORATE SEAL**


Donna Spickler, City Clerk

CITY OF HAGERSTOWN

By: 
Robert E. Bruchey, II, Mayor

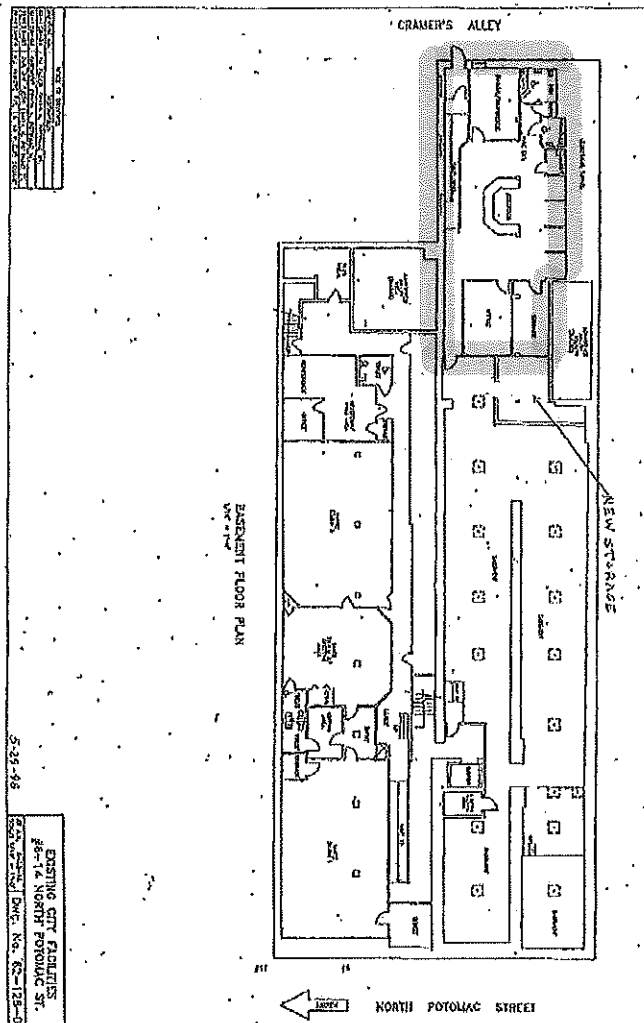
ATTEST


Day Reason, Business Development Specialist

**TENANT
MARYLAND WATCH WORKS, LLC**

By: 
Pierre Brown, Managing Member

EXHIBIT 1



Leased area (~2,000 sq ft) is represented by yellow highlight. Other areas are prohibited from use.

GUARANTEE OF LEASE

As a material inducement of Landlord to execute the foregoing Lease Agreement (the "Lease") by and between The City of Hagerstown, a Maryland Municipal Corporation ("Landlord"), and Maryland Watch Works, LLC, a Maryland Limited Liability Company ("Tenant"), for a portion of the real property located at 14 North Potomac Street, Hagerstown, Maryland, the undersigned Pierre Brown ("Guarantor") hereby unconditionally and absolutely guarantees unto Landlord, its successors and assigns, the full, prompt and complete payment by Tenant of all Rent, additional rent, utility charges, fees, and any other sums due provided for in the Lease, and the prompt, faithful and complete performance and observance by Tenant of all of the terms, covenants and conditions of the Lease to be performed or observed by Tenant (the "Guarantee").

Guarantor hereby waives (i) notice of any and all defaults by Tenant, (ii) all demands for payment and/or performance, and (iii) all rights of indemnification, recourse or reimbursement for any liability under this Guarantee. Guarantor agrees that no delay by Landlord in enforcing any of its rights or remedies, nor any extension of time, nor any modification to the Lease, shall limit, affect or impair the liability of Guarantor, and Guarantor expressly consents to any such delays, extensions, and modifications with the same force and effect as though its consent had been given to each of them. The assignment of the Lease or subletting of all or any portion of the Premises shall not affect the Guarantor's liability hereunder, unless specifically released herefrom by Landlord.

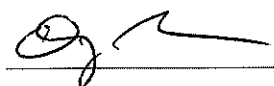
This Guarantee is independent of and in addition to any security or other remedies which Landlord may have for the performance or satisfaction of any of the Tenant's obligations under the Lease. Landlord shall not be required to resort to any other security or other remedies before proceeding upon this Guarantee. Landlord may proceed against Guarantor at any time it sees fit, independently of or concurrently with any other remedies.

Guarantor agrees to pay Landlord, on Landlord's request, any costs (including, but not limited to, reasonable attorney's fees of twenty percent (20%)) incurred by Landlord to enforce this Guarantee. In addition, Guarantor agrees to promptly acknowledge and confirm, in such form as Landlord may request from time to time, Guarantor's obligations under this Guarantee.

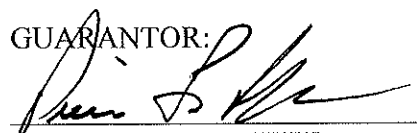
This Guarantee shall be binding upon the undersigned, his heirs and personal representatives, and shall inure to the benefit of Landlord, its successors and assigns.

IN WITNESS WHEREOF, the undersigned has executed this Guarantee on the 9th day of March, 2020, intending it to be both legally binding and an instrument under seal.

WITNESS:



GUARANTOR:


_____(SEAL)
XXXXXXXXXXXXXXXXXX

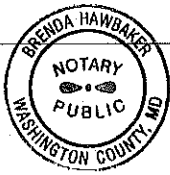
STATE OF MARYLAND, COUNTY OF WASHINGTON

I hereby certify that on PIERRE BROWN, 2020, before me, a Notary Public of the above-referenced jurisdiction, personally appeared Pierre Brown, known to me or satisfactorily proven to me to be the person whose name is subscribed to the within instrument, who acknowledged the he/she executed the same for the purposes contained herein.

WITNESS my hand and Notarial Seal.

My Commission Expires:

Brenda Hawbaker
, Notary Public



Brenda Hawbaker
NOTARY PUBLIC
Washington County
State of Maryland
My Commission Expires
June 4, 2021

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

Topic:

Review of Letter of Intent - State Departments of Labor & Education - *Doug Reaser, Business Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

110822_WS_DLR-DORS.pdf

Description

Letter of Intent - Dept.
Labor & Education



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Business Development Specialist

DATE: November 2, 2022

RE: **Review of Letter of Intent – Department of Labor and Education**

Staff will attend the November 8, 2022 Mayor & Council Work Session to review a letter of intent with the state of Maryland.

Background

Maryland Department of Labor currently leases approximately 11,140 square feet located at 2-6 N Potomac (Elizabeth Hager Center) from the City.

- Current lease runs through January 31, 2023.
- Current rent is \$167,100 per year (\$15/ft)

Letter of Intent

The state is looking to consolidate both the Department of Labor and Division of Rehabilitation Services (DORS) into one location at 2-6 N Potomac. DORS has asked for additional office space and accessibility features on the first floor of Elizabeth Hager Center (see attached concept). They've requested architectural drawings without a guarantee of lease in place and staff have asked for a letter of intent to be executed in advance of proceeding with this service. The business points of the agreement include:

- Lease term shall be for 10 years
- Rent per square foot shall increase to \$15.50/ft
- City will pay for architectural/engineering services. These fees will be recouped over the first year of the lease as additional rent.
- Tenant will pay for buildout of requests from the Department of General Services concept drawing. The amount is not expected to exceed \$200,000.
- If no lease materializes by January 31, 2023, the cost of services paid by the City for architectural and engineering services will be reimbursed by the state within 30 days of a request.
- The letter of intent does include a binding effect for the cost of services that are paid.

Staff seek direction from Mayor and Council on proceeding with the letter of intent.

Attachments: Letter of Intent, Department of General Services Concept Drawing, Lease

c. Jill Thompson

Michelle Hepburn
Eric Deike
Jim Bender



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

November 22, 2022

Maryland Department of Labor

1100 North Eutaw Street

Baltimore, MD 21201

Maryland State Department of Education

Division of Rehabilitation Services

2301 Argonne Drive

Baltimore, MD 21218

RE: Letter of Intent – 2-6 N Potomac St, Hagerstown, MD 21740 – Improvements and Lease

Dear Sir or Madam:

The Maryland Department of Labor and the Maryland State Department of Education – Division of Rehabilitation Services have expressed interest in leasing commercial space at 2-6 North Potomac Street in Hagerstown from the City of Hagerstown. However, both departments requested improvements to the space. In order to move forward with those improvements while lease negotiations continue, the City presents this Letter of Intent. If acceptable to your department, please sign below and note that in doing so **you are binding your department to reimburse certain costs to the City even if your department does not lease the space.**



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

General Terms:

1. Location and size of premises: 2-6 N Potomac St, Hagerstown, MD 21740, consisting of approximately 11,400 square feet of commercial space (not including additions below).
2. Tenants: Maryland Department of Labor and Maryland State Department of Education – Division of Rehabilitation Services
3. Landlord: City of Hagerstown.
4. Lease term: 10 years, commencing February 1, 2023 with one (1) five year option to renew.
5. Rent: \$15.50 per square foot.
6. Landlord agrees to perform architectural and engineering work based on drawings provided by Department of General Services. This amount will be reimbursed to the City over the first year in the form of additional rent.
7. Tenant will pay for buildout of requests as outlined by the drawings provided by Department of General Services (attached). This amount is not expected to exceed \$200,000. Tenant shall have no claim for reimbursement for these expenses and Tenant shall have no ownership interest in any of the improvements paid for by Tenant.
8. If a lease does not materialize by January 31, 2023, the cost of services paid by the Landlord for architectural and engineering services will be reimbursed by the Tenants within 30 days of the Landlord requesting payment.
9. Binding effect: This Letter of Intent obligates Tenant to reimburse Landlord in full for professional services paid by Landlord even if Tenant does not lease the space.
10. Acceptance: If you agree to the above-mentioned terms, please sign this Letter of Intent and return the duplicate copy within twenty (20) business days after delivery.



CITY OF HAGERSTOWN, MARYLAND

Department of Community and Economic Development

Sincerely,

Emily Keller

Mayor

City of Hagerstown

Acceptance:

Tenant Signature

Maryland Department of Labor

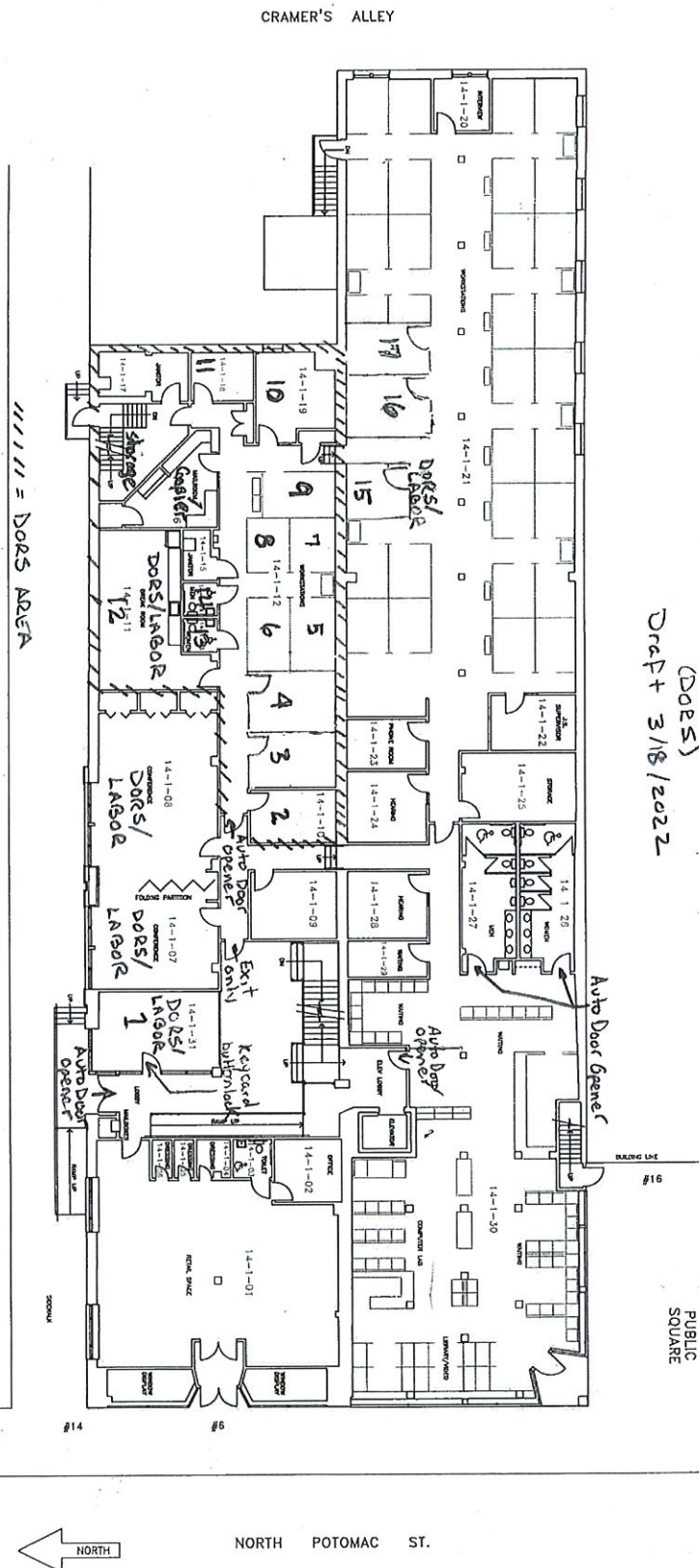
Date

Tenant Signature

Maryland State Department of Education –
Division of Rehabilitation Services

Date

Hagerstown Office
Division of Rehabilitation Services
(DOES)
Draft 3/18/2022



FIRST FLOOR PLAN

- 1 = Shared conference room (build) keyboard or button lock on door
- 2 = DOES office (existing) 10x12
- 3 = DOES office (build) 10x12
- 4 = DOES Meeting Room (build) 10x12
- 5-9 = DOES cubicles (workstations)
- 10 = DOES Meeting Room (existing)
- 11 = DOES Testing Room (existing)
- 12 = Break room (New cantertops/new upper cabinets) - shared DOES/LABOR
- 13+14 = Bathrooms (New tile floor and paint rooms)
- 15 = Lactation room (build) 8x10 - requires water
- 16+17 = LABOR offices (build)

- Replace all carpet tiles in DOES Area
- New offices should have carpet tiles
- Paint all walls in DOES Area / Labor offices 16+17 and Lactation room (15)

Hagerstown Office
14 N. Potomac St.
Hagerstown, MD 21740
Dwg. No. 62-128-01

STATE OF MARYLAND SUPPLEMENTAL LEASE AGREEMENT DGS Form 680-3A	Supplemental Agreement No: One (1)	Date Prepared: March 9, 2017
	To Lease Dated: January 29, 2007	
Address of Premises: 2-6 North Potomac Street First Floor Hagerstown, Maryland 21740		

THIS SUPPLEMENTAL LEASE AGREEMENT, is made and entered into this ____ day of _____ 2017 by and between the Mayor and City Council of Hagerstown hereinafter called the Lessor, and the State of Maryland, hereinafter called the Lessee, to the use of the Department of Labor, Licensing and Regulation, and Employment and Training.

WHEREAS, by a Lease Agreement dated January 29, 2007 (hereinafter "Lease"), the Demised Premises contain 11,140 net usable square feet of space, more or less, to be used for the following purpose: administrative office and public contact; and,

WHEREAS, the Lease was for a ten (10) year term commencing on August 1, 2007; and

WHEREAS, per paragraph 9.1 of the Lease, the parties hereto desire to exercise the option to renew for an additional term of five (5) years;

NOW, THEREFORE, the parties for the considerations hereinafter mentioned covenant and agree that the Lease is amended as set forth herein effective upon Board of Public Works approval:

1. Section 1.3 of the Lease is hereby amended to read as follows:

The term of the lease is five (5) years and zero (0) months ("Original Term") and shall commence on August 1, 2017 ("Commencement Date") The Original Term and any Renewal Term(s) (as hereinafter defined in Section 1.3) shall hereinafter collectively be referred to as the "Term".

2. Section 1.4.1 of the Lease is hereby amended to read as follows:

The Rent payment due by Lessee to Lessor for the Demised Premises is One Hundred Sixty-Seven Thousand One Hundred Dollars and Zero Cents (\$167,100.00) per annum, payable in equal monthly installments of Thirteen Thousand Nine Hundred Twenty-Five Dollars and Zero Cents (\$13,925.00). The Lessor's Federal Tax Identification Number is 30-001292.

3. Section 32 of the Lease is hereby amended to read as follows:

Lessor's Work. Lessor will provide the following work at Lessor's expense.

1. Replace cracked tiles.
2. Replace worn carpet throughout. Carpet to be selected by Lessee.
3. Remove wallpaper in bathrooms. Prepare walls for repaint. Paint walls in bathrooms.

4. Page 1 of the Lease under the Person to contact in Lessor's Office is amended as:

Randy Gray, Department of Community & Economic Development
Phone: 301-797-6409
E-mail: rgray@hagerstownmd.org

- Also, be advised that Section 31 of the original lease is updated to say

Lessor: Director of Department of Community & Economic Development
14 N. Potomac Street, Suite 200-A
Hagerstown, MD 21740

5. All other terms and conditions of the Lease shall remain in full force and effect.

(SIGNATURES ON NEXT PAGE FOLLOWING)

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

ATTEST

LESSOR: MAYOR AND CITY COUNCIL

William C. Spradlin

BY:

Robert E. Bruchey, II (SEAL)
Mayor 4/20/17

ATTEST

LESSEE: The State of Maryland Department of
Labor, Licensing and Regulation –
Employment and Training Division

John Spink

BY:

Kelly Schulz (SEAL)
Secretary

CERTIFICATION BY BOARD OF PUBLIC WORKS

Execution of the above Supplemental Lease Agreement #1 is hereby authorized and approved by
the Board of Public Works at a meeting held July 5, 2017 Item 8 -L.T.

Robert S. Smith

Office of Real Estate

This Supplemental Lease Agreement #1 is hereby approved for Form and Legal Sufficiency by
William C. Spradlin, Jr. Assistant Attorney General, on Aug 15, 2017

William C. Spradlin, Jr.
Assistant Attorney General

ADDENDUM "A"

AFFIDAVIT
(State as Lessee -Intergovernmental Lease)
(Revised 8/96)

A. AUTHORIZED REPRESENTATIVE

I HEREBY AFFIRM THAT:

I am the (title) _____ and the duly authorized representative of (governmental entity) and that I possess the legal authority to make this Affidavit on behalf the governmental entity for which I am acting.

B. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT: to the best of my knowledge, information, and belief, neither the above entity [as defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland], nor any of its officials, officers, agencies or employees directly involved in obtaining or performing contracts with public bodies [as defined in Section 16-101(f) of the State Finance and Procurement Article of the Annotated Code of Maryland], has been convicted of, or has had probation before judgment imposed pursuant to Article 27, Section 641 of the Annotated Code of Maryland, or has pleaded nolo contendere to a charge of bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows [indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the names(s) of person(s) involved, and their current positions and responsibilities with the entity]:

C. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT: to the best of my knowledge, information and belief, neither the above entity, nor any of its officials, officers, agencies or employees directly involved in obtaining or performing contracts with public bodies, has:

- (a) Been convicted under state or federal statute of a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract, fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property;
- (b) Been convicted of any criminal violation of a state or federal antitrust statute;
- (c) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. §§ 1961, et seq. or the Mail Fraud Act, 18 U.S.C. §§1341, et seq. for acts arising out of the submission of bids or proposals for a public or private contract;
- (d) Been convicted of a violation of the State Minority Business Enterprise Law, Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (e) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection (a), (b), (c) or (d) above;
- (f) Been found civilly liable under a state or federal anti-trust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;
- (g) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described above, except as follows [indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved, and their current positions and responsibilities with the business, and the status of any debarment]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT: to the best of my knowledge, information and belief, neither the above entity nor any of its officials, officers, agencies or employees has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

E. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT THIS AFFIDAVIT is to be furnished to the State of Maryland and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of a bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, and any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

DATE: June 29 2017

BY:

Robert E. Bruchey, II
Authorized Representative and Affiant)

Robert E. Bruchey, II Mayor
Printed or Typed Name

DGS OFFICE OF REAL ESTATE
Lease Management and Procurement

File #: 4018

Hagerstown, Washington COUNTY

AGENCY: DLLR - Employment & Training Division LOCATION: 2-6 North Potomac Street, Hagerstown

Agency Contact: Charles Hunt Back Up Agency Contact: Lescoe Brunson
E-Mail Address: charles.hunt@maryland.gov E-Mail Address: lescoe.brunson@maryland.gov
Telephone: 301-600-2193 Telephone: 410-767-2198
Cell Telephone: N/A Cell Telephone: 240-422-2695
Pager Number: N/A Pager Number: N/A
Fax Number: N/A Fax Number: 410-333-5175

LANDLORD CONTACT INFORMATION

Agency: Public Works Department
Owner Company Name: City of Hagerstown
Address: 51 West Memorial Boulevard
Management Company Name: City of Hagerstown
Address: 1 East Franklin Street, City Hall

Primary Contact: Eric B Deike Secondary Contact: Erik Kline
Office Phone: (301) 739-8577 x 178 Office Phone: (301) 739-8577 x 177
Home Phone: _____ Home Phone: _____
Cell Phone: (301) 964-0192 Cell Phone: (240) 675-3748
Pager: _____ Pager: _____
E-Mail: edeike@hagerstownmd.org E-Mail: ekline@hagerstownmd.org
Fax Number: _____ Fax Number: (301) 791-6761