

Mayor and Council Executive Session, Special Session (55th Voting Session), and Work Session November 15, 2022 Agenda

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

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

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

"Leadership is not a position or a title. It is action and example." *Anonymous*

EXECUTIVE SESSION

- 3:30 PM** 1. **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**
2. Executive Session Agenda

4:00 PM SPECIAL SESSION

- 4:00 PM** 1. Approval of Amendment #2 to the Agreement with Eastern Sports Management, LLC

4:00 PM WORK SESSION

- 4:05 PM** 1. Proclamation: Small Business Saturday
- 4:15 PM** 2. Preliminary Agenda Review
- 4:25 PM** 3. Discussion of Robert W. Johnson Community Center (RWJCC) - *Secretary Kenneth Holt, Department of Housing and Community Development (DHCD)*
- 4:55 PM** 4. Transient Housing Ordinance - *Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager*
- 5:15 PM** 5. Hagerstown Fairground Softball Association Loan Request for Grading and Fence Repairs - *Eric Deike, Director of Public Works*
- 5:25 PM** 6. "Hub City Garage" Parking Deck: Land Acquisition - *Rodney Tissue, City Engineer*
- 5:35 PM** 7. Public Art on City-Owned Land North of Park Circle and Proposed Closure of Summit Avenue at CSX Rail Crossing - *Rodney Tissue, City Engineer*
- 5:45 PM** 8. National Wastewater Sampling Initiative ~ Wendy Webster-Zahnow, Laboratory Manager
- 5:55 PM** 9. United Way Pathways to Hire Follow-up Discussion - *Mayor and City Council*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_4__2022_Executive_Session.pdf

Description

Executive Session Agenda



EXECUTIVE SESSION

MAYOR & CITY COUNCIL

OCTOBER 4, 2022

AGENDA

3:00 p.m. EXECUTIVE SESSION

1. To discuss the appointment, employment, assignment, promotion, discipline, demotions, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)
**Hagerstown Youth Council Members*
2. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)
**Proposed Antietam Street Parking Deck*
**Acquisition of other property*
3. To consult with counsel to obtain legal advice; (#7)
**Consult with attorney – 2 items*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: October 4, 2022

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:00 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

Executive Session Agenda

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

November_15__2022_Executive_Session.pdf

Description

Executive Session Agenda



**MAYOR AND CITY COUNCIL
EXECUTIVE SESSION
NOVEMBER 15, 2022
AGENDA**

Vision Statement:

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

Mission Statement:

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

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

3:30 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice, (#7)
*Negotiation of an agreement

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

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: November 15, 2022

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 3:30 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:
Approval of Amendment #2 to the Agreement with Eastern Sports Management, LLC

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Approval_of_Amendment_#2_to_the_Agreement_with_Eastern_Sports_Management__LLC.pdf	Motion - Amendment #2 to the Agreement with Eastern Sports Management, LLC

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: November 15, 2022

TOPIC: Approval of Amendment #2 to the Agreement with Eastern Sports Management, LLC

Charter Amendment

Code Amendment

Ordinance

Resolution

Other

 X

MOTION: I hereby move to approve Amendment #2 to the Consultant Services Agreement with Eastern Sports Management, LLC for the final phase of the development of construction documents for an indoor recreation facility at the former Municipal Stadium property. Deliverables of this phase will include: final contract assignment with architect, complete building plans and specifications, finalize legal agreements for the construction and operation of the facility and fundraising. Funding will be \$500,000 from FY21 GF surplus.

DATE OF PASSAGE: 11/15/2022



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

November 15, 2022

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer *RTO*

RE: **Hagerstown Field House**
290 East Memorial Boulevard
Phase III of Design

1. **Background:**

In March, 2022, we entered into a Phase II agreement in our relationship with *Eastern Sports Management* (ESM) to develop the facility. Specifically, we contracted with them to complete the Phase II efforts that included development of site plans, 35% complete building plans, legal agreements for construction and operations and an economic impact statement. The site plans are still being finalized and the legal agreements are being reviewed by staff and our legal counsel. We feel we are ready to move forward with the final design of the construction drawings for the building.

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

Staff requests the Mayor and City Council approve motion to proceed with Phase III of the final design of construction documents for the field house building, so we are "shovel ready" by March.

3. **Discussion:**

While the final drawings are being prepared over the next 90 days, we need to finalize an assignment of the architect's contract with ESM so that we have protections and accountability from the architect during construction. We also need to finish the development agreement and lease.

As we strive to minimize the City debt on the construction of the estimated \$24 million facility, the current plan is as follows:

Confirmed Funding Sources:

\$2,500,000	State of Maryland Capital Budget over two years
\$1,200,000	City of Hagerstown FY21 surplus funds
\$250,000	Washington County Hotel/Motel Tax revenue
\$250,000	Strategic Demolition Fund (State)
\$5,000,000	ESM-funded debt service over 25 years
<u>\$700,000</u>	ARPA funds for stormwater portion of project
\$9,900,000	

Other Potential, Non-City Funding Sources:

\$1,000,000	Private charitable donation
\$5,000,000	Community Project Funding (Federal) Grant (submitted in April)
TBD	State funding from upcoming Session
TBD	Revenue Sharing with ESM
TBD	Future Washington County Hotel/Motel Tax revenue

Staff will be present at the work session.

cc: John Wack, Michelle Hepburn, Ann Rotz



CONSULTING SERVICES AGREEMENT AMENDMENT #2

THIS AMENDMENT #2 (the “*Amendment #2*”) **TO THAT CONSULTING SERVICES AGREEMENT** (the “*Agreement*”) that was made and entered into effective as of October 19, 2021 (the “*Effective Date*”), and Amended for the first time on March 22, 2022, by and between **Eastern Sports Management, LLC**, a Virginia limited liability company (“*Consultant*”) and **the City of Hagerstown, Maryland**, a political subdivision of the state of Maryland (“*Client*”) with its principal place of business located in Hagerstown, MD, is set forth below. This Amendment is made and entered into November 11, 2022. (the “*Amendment #2 Effective Date*”)

RECITALS:

A. Client desires to continue to retain Consultant as an independent contractor to provide additional consulting services beyond those agreed upon in Schedule A of the Agreement and the Amendment.

B. Consultant desires to provide such services to Client, subject to the terms and conditions set forth in this Amendment #2.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual conditions and promises herein contained, the parties hereto agree as follows:

1. **Consulting Services.** Consultant agrees to provide the services to Client set forth in the statement of work attached hereto as Schedule C (the “*Services*”), incorporated and made a part of this Agreement by reference. Consultant warrants that it shall perform the Services: (a) using personnel of commercially reasonable skill, experience, and qualifications and (b) in a timely, workmanlike, and professional manner.

2. **Term.** The term of this Amendment #2 shall begin on the Effective Date and, unless sooner terminated pursuant to Section 8 of the Agreement, shall continue until the completion of the Services.

3. **Fees.** As consideration for the Services, Client will pay Consultant the fees and expense reimbursements (collectively the “*Fee*”) in the amounts and in the manner set forth on Schedule D, which shall be incorporated and made a part of this Agreement by reference. Unless otherwise provided in Schedule C, payment by Client shall be promptly completed upon receipt

by Client of an invoice from Consultant, but in no event more than Seven (7) days after receipt of payment from project owner. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Client must notice in writing any payment dispute to Consultant within ten (10) days of the date of any invoice.

4. **Other Provisions.** All other terms and provisions of the Agreement remain in place for this Amendment.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

CONSULTANT:

EASTERN SPORTS MANAGEMENT, LLC,
a Virginia limited liability company

By: _____
John Wack, President

Notice Address:
725 Jackson Street, Suite 207
Fredericksburg, VA 22401
E-mail: johnwack@me.com

CLIENT:

City of Hagerstown, MD

By: _____
_____, _____

Notice Address:

E-mail: _____

Schedule A

Statement of Work

1. Design
 - a. 100% Construction Documents and Permits: Architecture & Interior Design, Structural & Mechanical/Electrical/Plumbing
2. Construction Estimating
 - a. Provide a construction and development price based upon the drawings developed under this Amendment.
 - b. Estimate to include all expenses necessary to fully develop and open the facility.
3. Continued Capital Stack Formation
 - a. Consult with the City on fundraising and Capital Stack formation for the project
 - b. Provide any presentations or other materials and attend any meetings necessary for fundraising.

Schedule B

Fees

The total consulting fee shall be \$ 499,340. Progress billings every thirty days based on percent completion of deliverables, with the balance paid upon client receipt of deliverables.

Travel expenses for any trips to Hagerstown with mileage at current IRS allowable rate and room and board per diem at \$150.00 per night per consultant team member.

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

Topic:

Proclamation: Small Business Saturday

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Discussion of Robert W. Johnson Community Center (RWJCC) - *Secretary Kenneth Holt, Department of Housing and Community Development (DHCD)*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

Transient Housing Ordinance - *Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

M_CC_packet_Transient_Housing_11_15_2022.pdf

Description

Transient Housing
Ordinance



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, Planning Director *KAM*
Paul Fulk, Neighborhood Services Manager *PWF*

DATE: November 9, 2022

SUBJECT: Transient Housing Ordinance

MAYOR AND COUNCIL ACTION REQUESTED

In preparation for introduction of a new ordinance and amending two established ordinances at the end of the month, review of draft provisions to license transient housing facilities in the city, amending Chapter 65, Habitual Offender, and amending Chapter 95, Excessive Use of City Services. The Mayor and City Council directed staff to pursue this approach on September 20th.

Proposed Ordinance Provisions

Adopt a new Chapter of the City Code licensing transient housing facilities and amending Chapter 65, Habitual Offender and Chapter 95, Excessive Use of City Services. The draft provisions include the following:

1. Definition of Transient Housing Facility including hotel, bed and breakfast, short-term rental
2. Definitions of Calls for Service and Calls for Service Room Ratio
3. Definition of Hotel to include any transient housing facility collecting Washington County Hotel/Motel tax
4. Establish a tier system for premises identified as a hotel and a fee structure for transient housing facilities
5. Establish an inspection schedule for transient housing facilities
6. Require transient housing facilities to train owners, managers, and all staff on how to identify human trafficking activities and victims consistent with state law. Training requirement also includes overdose response program training provided by the Washington County Health Department

7. Require guest register at all transient housing facilities with transient visitor information related to their stay
8. Premises requirements of no hourly rates, not letting a room more than twice in twenty-four hours, no unit can be used for any illegal purpose, and posting Planning and Code Administration's main office number in units for transient visitor complaints
9. Establishing criteria for denying, suspending, or revoking application or licenses which includes a review of real property taxes, personal property taxes, and City-owned utility fees
10. Failure to comply with the ordinance requirements shall result in municipal infractions. Suspended licenses will not permit additional transient housing units being let and revoked licenses will require the premises to be vacated
11. Incorporating Transient Housing requirements in Chapter 65 and Chapter 95 similar to established licensing programs.

Staff from the Police, Fire, CRD, and Planning & Code Administration Departments will be present at the November 15th work session to discuss this proposal.

Attachment

Draft Ordinance – Transient Housing
Revisions to Chapter 65, Habitual Offender
Revisions to Chapter 95, Excessive Use of City Services

c: City Attorney
Steve Lohr, Fire Chief
Paul Kifer, Police Chief
Dale Fishack, Fire Marshal
Emily McFarland, Neighborhood Services Programs Coordinator

TRANSIENT HOUSING

§ _____-1. Purpose.

- A. The Mayor and Council recognize that clean, well-built, crime-free transient housing facilities, such as hotels, motels, bed and breakfasts, and short-term rentals play a significant role and are part of the foundation upon which healthy communities are built. This chapter promotes and advances the City's vision and commitment to transient housing throughout the City. The purpose of this chapter is to protect and promote the public health, safety and welfare of the citizens and transient visitors of Hagerstown, to establish rights and obligations of the owner/manager and the transient visitors in the use of transient housing facilities, and to encourage all parties to maintain and improve the quality of transient housing facilities within the community.
- B. An additional purpose of this chapter is to assure compliance with all laws, ordinances and regulations applicable to transient housing licenses and facilities in the City of Hagerstown and to promote and assure safety, health and habitability in the conditions of said transient housing facilities in the City, to prevent deterioration of transient housing facilities in the City, to support property values, and to encourage responsible management and use of transient housing facilities through licensing and inspection.
- C. It is also the purpose of this chapter to protect, preserve, and promote the health, safety and welfare of the citizens of Hagerstown by the reduction, control and prevention of criminal and nuisance activities in transient housing facilities, through education and the implementation and enforcement of reasonable licensing provisions.
- D. The Mayor and Council further recognize that periodic inspections of transient housing facilities are essential to the accomplishment of these purposes.

§ _____-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

BED AND BREAKFAST

Shall have the definition as set forth in the Land Management Ordinance, Chapter 140 of the Code.

CALLS FOR SERVICE (CFS)

Includes but is not limited to any and all calls to emergency services, (police, fire, CRS, and code administration) that result in an emergency services employee being dispatched or directed to the transient housing facility. This shall include any calls for service within the surrounding neighborhood that, through information or

investigation, can be attributed or traced to the transient housing facility. Calls for service include any self-initiated activity or investigation based on the observation(s) of an emergency services employee that result in a written report. Multiple calls regarding the same event shall be treated as a single call for service for purposes of calculating the CFS room ratio.

CALLS FOR SERVICE ROOM RATIO

The number of calls for service divided by the total number of transient housing units in a transient housing facility during the time period of November 16 of the previous calendar year to November 15 of the current calendar year.

CITY

The City of Hagerstown, Maryland.

CODE

The Code of the City of Hagerstown, as from time to time amended.

CODE ADMINISTRATION

The Code Administration Division of the Planning and Code Administration Department.

CODE OFFICIAL

Any official who is charged with the administration and enforcement of the Code, or any duly authorized representative.

COMMUNITY RESCUE

The Community Rescue Services or CRS

DEPARTMENT

The Planning and Code Administration Department of the City of Hagerstown.

DRUG RELATED CRIMES

Includes but not limited to the manufacture, cultivation, importation into the state, transportation, possession, possession for sale, furnishing, administering, giving away, providing a place to use, or fortification of a place involving any illegal or controlled dangerous substance, narcotic, or drug paraphernalia.

EMERGENCY SERVICES EMPLOYEE

Any dispatched official, employee or volunteer from HPD, HFD, CRS, or the Code Department.

EXCESSIVE USE OF CITY SERVICES ORDINANCE

The Excessive Use of City Services Ordinance, as set forth in Chapter 95 of the Code.

HFD

The Hagerstown Fire Department.

HOTEL

Any hotel, motel, or inn in the City having one or more room where transient ~~guests~~ visitors are lodged for pay. This includes any transient housing facility collecting Washington County hotel rental tax in the City.

HPD

The Hagerstown Police Department.

MANAGER

Any person who manages the business operations of any transient housing facility on behalf of or under the direction of an owner and has a supervisory role or duties at the transient housing facility.

OWNER

Any person, partnership, association, company, corporation, trust or other entity having a legal or equitable interest in or control of a transient housing facility. "Owner" shall also mean any person who, alone, jointly or severally, shall have the charge, care or control of any premises as executor, administrator, trustee or guardian of the estate of the owner. "Owner" shall also mean any person having any interest in a partnership, association, company, corporation, trust or other entity which owns or has any ownership interest or control of a premises. Any person, firm, partnership, association, company, corporation, trust or other entity whose name appears on the deed or property tax bill for the premises shall be deemed to be the owner of the premises.

PERSON

An individual, corporation, business trust, estate trust, partnership, or any other group acting as a unit.

PROSTITUTION RELATED CRIMES

Includes but is not limited to prostitution and those crimes that involve prostitution or are related to prostitution, such as pimping, pandering, solicitation, assignation, or sex trafficking of adults or minors, in violation of city, state or federal laws.

PROPERTY MAINTENANCE CODE

The Property Maintenance Code, as set forth in Attachment 3 of Chapter 64 of the Code, as from time to time amended.

PREMISES

Any single parcel or lot of real property in the City, including the land and all improvements or structures, upon which a transient housing unit is located.

SHORT-TERM RENTAL

A residential rental unit or room of a dwelling unit for a fee for less than 30 consecutive days through online sites such as Airbnb, Flipkey, Home Away and Vacation Rental By Owner (VRBO).

TRANSIENT HOUSING FACILITY

- A. A structure containing one or more transient housing units.
- B. As used in this Chapter, transient housing facility shall not include any rental facility, as that term is defined in Chapter 197 of the Code.
- C. Transient Housing Facilities shall include hotels, motels, inns, bed and breakfasts, and short-term rentals.

TRANSIENT HOUSING UNIT

Any single room or suite located in the City and which is intended for temporary living and sleeping purposes (typically less than 30 days, but in no case more than 182 days) where transient visitors are lodged for pay.

TRANSIENT LODGING

Lodging for a period typically less than 30 days, but in no case more than 182 days.

TRANSIENT VISITOR

A person who purchases lodging, with or without meals, for a period typically less than 30 days, but in no case more than 182 days.

§ ____-3. Transient housing license required.

It shall be unlawful for the owner(s) of any transient housing facility to permit occupancy of any transient housing unit by a transient visitor unless said unit is currently licensed by the City and said license has not been denied, revoked or suspended.

§ ____-4. Application; license fee.

In addition to the inspection requirements of § ____-6 of this chapter, an applicant for a transient housing license shall provide the following information for each transient housing facility on the appropriate application form provided by the Department:

- A. The address of the transient housing facility.
- B. The number of transient housing units contained in the transient housing facility.
- C. The name, street address and telephone number and e-mail of all owners of the transient housing facility.
- D. If the owner of the transient housing facility is not an individual, the applicant shall provide the owner's name, street address and telephone number and the resident agent's name and address.
- E. The name, street address and telephone number of a designated contact person for the owner(s).

F. Except for Tier 1 transient housing facilities, a payment of a nonrefundable annual license fee of:

- (1) Five hundred dollars for a transient housing facility;
- (2) One hundred dollars for each bed and breakfast, plus ten dollars for each transient housing unit in said bed and breakfast; or
- (3) Seventy-five dollars per short-term rental.

G. Transfer of license

- (1) If an applicant for or the holder of a license transfers ownership or is no longer an agent for the licensed transient housing facility, the applicant or licensee must notify the Department within sixty (60) days of the change. The Department may reject an application or suspend or revoke a license if the applicant or licensee does not notify the Department as required by this subsection.
- (2) Any person or entity who takes over the operation of a licensed transient housing facility may transfer the license for the unexpired portion of the term for which it was issued by applying to the Department. Applications made within thirty (30) days after taking over operation are not subject to a transfer fee. Applications made thirty (30) to sixty (60) days after transfer shall require a transfer fee of \$50.00 per license. Transfer notifications associated with the annual application renewal between January 1 and February 28 are not subject to a transfer fee. Nothing in this section affects the validity of any sale, transfer, or disposition in any interest in real estate.
- (3) Failure to notify the Department of a transfer within sixty (60) days requires a new transient license application and license fee.

H. Payment for said license shall be due in full from the owner within ninety (90) days from the application mailing by the Department. Failure to remit payment in full may result in collection pursuant to Article III, Tax Liens, § 223-11 of the City Code, or by other civil proceeding.

I. The applicant shall certify in writing that all of the requirements of this Chapter are being met.

§ ____-5. Classification of transient housing facilities by CFS ratio.

A. A hotel transient housing facility shall be classified in accordance to the following tier system:

- a. **Tier 1.** Less than or equal to 0.95 CFS/room/year and currently no HFD life safety violations at the time of application; or
 - b. **Tier 2.** Greater than 0.95 CFS/room/year and/or not fully-sprinklered with fire alarm protection and/or current HFD life safety violations at the time of application.
- B. Prior to a transient housing facility license application, the Department shall notify each owner, in writing by personal service, certified mail, or another method reasonably calculated to provide actual notice, of the CFS room ratio and the tier classification of the transient housing facility for the ensuing license year. The Department shall determine the calls for service (CFS) room ratio of the transient housing facility during the time period set forth in this chapter, or during actual operations if less than twelve months during the time period set forth in this chapter.
- C. A transient housing facility that is not fully sprinklered and/or is found to have any life safety violations by HFD shall be designated a Tier 2 transient housing facility. Any other transient housing facility that has not previously operated in the City shall be presumed to be a Tier 1 transient housing facility until the next January 1st registration period or until such time as the Department re-classifies it.
- D. The City may monitor the CFS room ratio for each transient housing facility on an ongoing basis. The City may change the status of any transient housing facility during a license year upon notice in writing to the operator, by personal service, certified mail, or another method that provides confirmation of delivery, that the CFS room ratio of such transient housing facility has changed proportionately such that the CFS room ratio, if annualized, would fall within a different tier level. This notice shall include:
 - a. The tier designation assigned to the transient housing facility;
 - b. As allowed by law, data specifying the types of CFS identified as having occurred on the property during the period reviewed, including the incident numbers assigned to such CFS, and the date and time of each call to allow the owner to understand the basis of the designation;
 - c. The requirement of a mandatory inspection to be conducted by Code Administration if the change is to a Tier 2 transient housing facility; and
 - d. The opportunity and procedures by which the owner or manager may challenge the data provided to the owner or manager pursuant to this subsection upon which the designation is based.

- E. Upon such notice of initial classification or reclassification, the owner or manager may file a request for reconsideration with the Department on or before the twentieth calendar day after the date of notice. The request for reconsideration must show proof to the Department that the Department's determination is erroneous. After receipt of a request for reconsideration, the Department shall consider the information provided and determine the CFS room ratio and classify the transient housing facility as a Tier 1 or Tier 2 transient housing facility within ten calendar days of receipt of the request for reconsideration. The Department shall notify the owner or manager of its determination in writing by personal service, certified mail, or another method that provides confirmation of delivery.
- F. Enforcement of the tier classification or reclassification shall be stayed during the pendency of a request for reconsideration under this section or an appeal under this section.

§ ____-6 Inspections.

- A. In connection with the application requirements contained in § XXX-5 of this chapter, each transient housing ~~unit~~ facility shall be subject to an initial exterior inspection and annually thereafter by the Department and HFD. In addition:
1. The interior of each hotel and bed and breakfast transient housing facility shall be inspected annually by HFD.
 2. The interior of all Tier 2 hotel transient housing facilities shall be inspected annually by the Department.
 - a. Tier 1 hotel transient housing facilities shall be exempted from an annual interior inspection by the Department.
 3. The interior of each bed and breakfast transient housing units and short term rental spaces for let shall be inspected triennially by the Department.
- B. All inspections conducted herein shall be conducted by the Department and/or HFD in accordance with Chapters § 64 Building Construction and/or § 98 Fire Prevention of the Code, and shall be performed pursuant to the standards of Chapter 64 and/or Chapter 98, as applicable. The applicant shall make each transient housing unit available for inspection by the Department and/or HFD on the scheduled inspection date. The Department and/or HFD shall provide reasonable advance notice of inspection to the owner or manager, and the owner or manager shall have the right to be present at the inspection.
- C. The owner or manager of the transient housing facility shall have the right to refuse consent to an inspection of the transient housing facility and to deny

permission to enter the transient housing facility for said purpose. All applications and inspection notices shall advise the owner or manager, as the case may be, of his, her or its right to refuse consent and deny entry. In the event of such refusal of consent or denial of entry, the Department shall have the right to seek the issuance of an administrative search warrant under § 104.4 of the Property Maintenance Code in order to conduct the inspection.

- D. In addition to § 104.4.3.a-c of the Property Maintenance Code, probable cause for the issuance of an administrative search warrant under this § _____-6 shall exist if the Code Official demonstrates by specific evidence the violation of any provision of this Chapter ----- of the Code, including but not limited to the refusal of consent to an inspection required by this Chapter and one or more of the following: the passage of time since the last inspection, the nature of the Premises, or the condition of the neighborhood in which the Premises is located.

§ _____-7. **Training.**

- A. All transient housing facility owners or their managers and all employees of a transient housing facility shall complete training on how to identify human trafficking activities and human trafficking victims. The training shall be approved by the Governor's Office of Crime Prevention, Youth, and Victim Services and the Maryland Department of Labor. Written proof of completion of said training shall be provided with the application for transient housing license.
- B. All transient housing facility owners or their managers, and all employees of a transient housing facility shall complete overdose response program training. The training shall be provided by Washington County Health Department. Written proof of completion of said training shall be provided with the application for transient housing license.

§ _____-8. **Guest Register requirements.**

- A. Any person who owns or operates a transient housing facility shall maintain on the premises a permanent register for each person to whom any transient housing unit is let at a transient housing facility. The register shall contain the following information as to each transient visitor:
- a. Legal name and permanent address, designating street and number, city, state and country; the manager or agent of a transient housing facility may require any guest to whom a transient housing unit is let to provide evidence of his or her identity and address of residence by producing a valid driver's license; a valid military identification card; a valid passport; or any valid government issued identification card;

- b. Dates of occupancy, indicating check-in time, check-out time, and room number;
 - c. Current license plate or registration number, state of registration, and make and model of any vehicle under control by transient visitor;
 - d. Number of individuals staying in the room; and
 - e. Amount of the bill and method of payment.
- B. Guest register records shall be maintained for a period of two years for each person who lets any transient housing unit.
- C. It shall be unlawful for any person to intentionally or knowingly falsify the information in a transient housing facility guest register. It shall be unlawful for any person to provide false identifying information to a transient housing facility.
- D. A manager, their agent or owner providing false information to City authorities, regarding the identity of and hours of occupancy by any transient visitor, shall be prima facie evidence that the premises was being used for illegal purposes.

§ ____-9. Premises requirements.

- A. No owner, manager or their agent shall allow or permit any hourly charge for any transient housing unit.
- B. No owner, manager or their agent shall allow or permit any transient housing unit to be let more than twice in any twenty-four-hour period commencing at 12:01 a.m.
- C. No owner, manager or their agent shall knowingly let any transient housing unit be used for any illegal purpose such as but not limited to drug related crimes and prostitution related crimes.
- D. For guest complaints, the telephone number and address for the Department shall be posted in a prominent location in all transient housing units and the public reception area, if any.
- E. All transient housing facilities designated Tier 2 are encouraged to have 24-hour, on-site security provided by licensed security officers.

§ ____-10. Issuance of transient housing facility license; renewal.

Upon receipt of a completed application form, documentation of completed training as required per this Chapter, and full payment of the appropriate fee, the Department shall issue a transient housing facility license for the subject transient housing facility within 30 days, unless such license is or has been denied or revoked pursuant to § XXXXX hereof. Said license shall expire on December 31st and shall be renewable annually, with application for said renewal being made at least 30 days prior to the expiration date of the then-current license. A license renewal application shall be on the form provided by the Department.

§ _____-11. Denial; revocation of transient housing facility license.

- A. A transient housing facility license may be denied, suspended or revoked in whole or in part at any time by the Department. Denial, suspension, or revocation of a transient housing facility license shall be in addition to, and not in substitution of, the penalties provided for in § _____ of this Chapter.
- B. A transient housing facility application or license may be denied, suspended or revoked by the Department if any taxes or fees identified below are unpaid at the time of application.
 - a. Real property taxes relating to the transient housing facility;
 - b. Personal property taxes relating to the transient housing facility; and
 - c. City-owned utility fees relating to the transient housing facility.

§ _____-12. Severability.

The provisions of this chapter are severable. If any provision of this chapter or its application to any person or circumstance is held to be invalid, such invalidity shall not affect the other provisions or applications of this chapter which can be given effect without the invalid provision or application.

§ _____-13. Violations and penalties.

Any owner violating the requirements of this chapter shall be guilty of a municipal infraction and shall be punished by a fine not exceeding \$1,000. Any such violation shall be cited as a prepayable fine in the amount of \$500. Each day a violation exists shall be considered a separate and distinct violation. In addition, the City may avail itself of all civil remedies, including a petition for injunctive relief from a court of competent jurisdiction.

- A. If the Department suspends a transient housing facility license under the provisions of § XXXX, the subject transient housing facility shall not let additional transient housing unit(s) from the date of the suspension until such time the violation(s) have been abated verified by inspection and the transient housing license has been reinstated. A reinstatement fee of \$500 shall be paid prior to the reissuance of a suspended license for a transient housing facility.

- B. If the Department revokes a transient housing facility license under the provisions of § XXXX, the subject transient housing facility shall be vacated immediately for life safety hazards or within twenty-four (24) hours for non-life safety hazards of the revocation and remain vacant until such time the violation(s) have been abated verified by inspection and the transient housing license has been reinstated. City actions to ensure vacancy may include disconnection of City utilities to the affected transient housing facility. A reinstatement fee of \$1,000 shall be paid prior to the reissuance of a revoked license for a transient housing facility.

Chapter 65 - Habitual Offender

§ 65-1 Title

This chapter shall be known and may be cited as the "City of Hagerstown Habitual Offender Ordinance."

§ 65-2 Declaration of policy.

It is hereby declared and ordained by the Mayor and Council of the City of Hagerstown to be the public policy of the City to preserve, protect, and improve property maintenance standards and the aesthetic nature of the community and to prevent and prohibit conditions existing which shall be detrimental to the property of others or which cause or tend to cause substantial diminution in the value of properties in the City.

§ 65-3 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

HABITUAL OFFENDER

Any person who shall pay a fine after receipt of a citation, or who shall be convicted of or have judgment entered against him or her for violations of the following chapters of the City Code, or any combination thereof, for three or more separate and distinct violations occurring during a twenty-four-month period shall be considered a habitual offender. The chapters of the City Code which apply toward habitual offender status are Chapter 64, Property Maintenance, Chapter 140, Land Management Code, Chapter 185, Nuisance Abatement, Chapter 197, Rental Facilities, **Chapter XXX Transient Housing**, Chapter 232, Vacant Nonresidential Structures, and Chapter 233, Vacant Residential Structures.

PERSON

Any individual, partnership, firm, corporation, association or other legal entity of whatsoever kind and nature. The person shall include the owner(s), tenant(s), lessee(s), occupant(s) and/or person(s) in charge of or using the property.

PREMISES

A lot, plot or parcel of land, including any structures thereon and the public sidewalk or public way abutting such lot, plot or parcel.

§ 65-4 Violations and penalties.

- A. It shall be unlawful for any person considered a habitual offender under this chapter to own, use or occupy any premises regulated by Chapter 64, 140, 185, 197, **XXX**, 232, or

233 of the Code of the City of Hagerstown in conflict with or in violation of the provisions contained therein.

- B. Any person who shall violate the provisions of this chapter shall be guilty of a misdemeanor and upon conviction shall be punished by a fine not exceeding \$1,000 or imprisonment not exceeding 90 days in the County Jail, or by both fine and imprisonment, in the discretion of the court.
- C. In addition to the penalties provided herein, the court may:
 - (1) Order a period of probation;
 - (2) Order that any violation be abated by the defendant, or by the City at the cost of the defendant; and/or
 - (3) Order periodic inspections of the property by the City at the cost of the defendant.

Chapter 95 – Excessive Use of City Services

§ 95-1 Purpose

It is the intended purpose of the Mayor and Council of the City of Hagerstown by the adoption of this chapter to impose on and collect from the owner of a property the costs incurred for police and law enforcement services and code administration services which are over and above the costs of providing normal police protection, law enforcement and code administration services, if said excess costs are spent to abate a nuisance which has occurred or is maintained and permitted on the property. The collection of the costs for such excessive services shall be by assessment of a fee against the property upon which the nuisance occurs, pursuant to the authority contained Sections 401 and 402 of the City Charter and § 223-11 of the City Code authorizing the abatement of nuisances and the collection of costs by assessment against a property. Any assessment of a fee pursuant to this chapter shall be in addition to, and not in substitution of, the enforcement of any other provisions of the City Code or Maryland law.

§ 95-2 Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

ADMINISTRATIVE HEARING OFFICER

An independent hearing officer appointed by the Mayor with approval of the City Council to review appeals of the application of this chapter.

APARTMENT COMPLEX

A single structure that consists of 25 or more separate units used for residence or domicile purposes. "Apartment complex" shall also include two or more multiunit residential structures under common ownership and located on the same premises.

CHRONIC NUISANCE PROPERTY

- A. Any property where the occurrence or commission of behavior which results in the following number of separate HPD qualifying calls occurred at said property within any twelve-month period:

<u>Type of Property</u>	<u>Minimum Number of Qualifying Calls</u>
Commercial property	8
Transient Housing Facility	60
Residential property (1 or 2 units)	3, or 2 if at least 1 of which constitutes a felony under Maryland law.
Multiunit residential structure (3-24 units)	4 total, or 3 to any individual unit within the structure, or 2 to any individual unit within

Apartment complex (25-49 units)	the structure if at least 1 of which constitutes a felony under Maryland law 6 total, or 3 to any individual unit within the complex, or 2 to any individual unit within the complex if at least 1 of which constitutes a felony under Maryland law
Apartment complex (50-99 units)	8 total, or 3 to any individual unit within the complex, or 2 to any individual unit within the complex if at least 1 of which constitutes a felony under Maryland law
Apartment complex (100-199 units)	10 total, or 3 to any individual unit within the complex, or 2 to any individual unit within the complex if at least 1 of which constitutes a felony under Maryland law
Apartment complex (200-399 units)	12 total, or 3 to any individual unit within the complex, or 2 to any individual unit within the complex if at least 1 of which constitutes a felony under Maryland law
Apartment complex (400 or more units)	14 total, or 3 to any individual unit within the complex, or 2 to any individual unit within the complex if at least 1 of which constitutes a felony under Maryland law

- B. "Chronic nuisance property" shall also mean any privately owned property, regardless of type, at which there have been at least 3 Code Administration notices of violation issued within any twelve-month period for a violation from among the following qualifying property maintenance standards:

Chapter 64-8, Section 302.1, Sanitation.

Chapter 64-8, Section 302.4, Weeds.

Chapter 64-8, Section 302.8 Motor Vehicles.

Chapter 185, Nuisance Abatement (Weeds, Trash and Debris Abatement Ordinance).

CITY

The City of Hagerstown, Maryland.

CODE

The Code of the City of Hagerstown, as from time to time amended.

CODE ADMINISTRATION

~~The Planning and Code Administration Division of the Department of Community and Economic Development~~ **Planning and Code Administration Department** of the City.

COMMERCIAL PROPERTY

Property that is maintained, at least in part, for business or commercial purposes **excluding transient housing facilities.**

DISTURBANCE

A. Conduct consisting of any of the following:

- Controlled dangerous substance or paraphernalia, possession or sale;
- Disorderly conduct;
- Disturbing the peace;
- Liquor law violation, public consumption or open container of alcohol;
- Loitering;
- Loud noise complaint;
- Prostitution;
- Public urination or indecent exposure;
- Undesirable, intoxicated or suspicious person; or
- Any conduct which constitutes a felony under Maryland law.

B. "Disturbance" shall not include calls for service for domestic violence issues.

HPD

The Hagerstown Police Department.

MULTIUNIT RESIDENTIAL STRUCTURE

A structure that is maintained, at least in part, as a residence or domicile **including short-term rentals.** For purposes of this chapter, a multiunit residential structure shall not include a property that has less than three separate units used for residence or domicile purposes, nor shall it include a property which qualifies as an apartment complex hereunder.

NOTICE

Personal service to any owner, or delivery by first-class mail to any owner and posting of the subject property. The effective date of such notice shall be the date upon which the notice is issued by the City.

PROPERTY

Any privately owned property within the corporate limits of the City of Hagerstown. Any public or governmental property is specifically excluded.

QUALIFYING CALL

That a sworn officer of HPD has been dispatched to, responds to, or otherwise comes upon a situation at a property as a result of certain conduct of the owner, tenant, occupant, patron, guest, or other person present with the implied or express permission of

the owner, at or about said property and HPD verifies that said conduct qualifies as a disturbance as defined herein.

RESIDENTIAL PROPERTY

A property that is maintained, at least in part, as a residence or domicile **including short-term rentals**. For purposes of this chapter, a "residential property" shall not include a property that has three or more separate units used for residence or domicile purposes.

SHORT-TERM RENTAL

As defined in the Transient Housing Ordinance, Chapter XXX of the Code.

TRANSIENT HOUSING FACILITY

As defined in the Transient Housing Ordinance, Chapter XXX of the Code **excluding Short-term rental**.

§ 95-3 Notice of nuisance.

Whenever a qualifying call occurs and/or when a property qualifies as a chronic nuisance property pursuant to this chapter, the City shall issue a written notice to any owner of said property advising the notice recipient of the following:

- A. A description of the property sufficient to reasonably identify the premises.
- B. An itemization of the dates of all HPD qualifying calls and/or Code Administration notices of violation and a brief description of the related circumstances giving rise to the qualifying calls and/or notices of violation.
- C. That a qualifying call has occurred and/or the property has been deemed a chronic nuisance property for the assessment of fees pursuant to this chapter for excessive use of City services.
- D. Properties deemed a chronic nuisance property shall have that designation for one year from the date of such notice.
- E. That a fee in the amount of \$100 for the first offense, \$250 for a second offense, and \$500 for a third or subsequent offense shall be imposed against the property for each HPD qualifying call occurring or Code Administration notice of violation issued for a qualifying property maintenance standard on, at or in the property while the property is deemed a chronic nuisance property; and that any such fee assessment shall be payable by the owner(s) of said property and shall constitute a lien on the property to be collected as municipal taxes are collected.
- F. That any affected owner shall have the right to appeal to the administrative hearing officer in writing to contest the notice and to show cause why the property should not be deemed a chronic nuisance property.

§ 95-4 Chronic nuisance property list.

The City shall maintain and annually publish a list of those properties currently deemed chronic nuisance properties as a result of HPD qualifying calls **or Code Administration qualifying property maintenance standards** by street address and property owner. The

~~City shall maintain a list of those properties currently deemed chronic nuisance properties as a result of Code Administration qualifying notices.~~

§ 95-5 Violation/Fee assessment.

- A. The City shall issue against a property written notice of a fee assessment of \$100 for a first offense, \$250 for a second offense, and \$500 for a third or subsequent offense, for each HPD qualifying call or Code Administration notice of violation arising out of conduct or a condition on, at or in the property which occurs while the property is deemed a chronic nuisance property. Written notice of any such fee assessment shall be made to any owner of said property. Each HPD qualifying call or Code Administration notice of violation shall constitute a separate and distinct offense and shall give rise to a separate fee assessment. The fee assessment may be collected in the same manner as municipal taxes are collected pursuant to § 223-11 hereof.
- B. In addition to the fee assessments contained herein, the crime-free housing operator's certification issued to the owner, landlord or designated agent pursuant to Chapter 197 is subject to denial, suspension or revocation for a violation of this chapter, pursuant to § 197-10.

§ 95-6 Appeals.

Any owner of property directly affected by an action of the City for a violation of this chapter shall have 30 days from the date upon which notice is issued to file an appeal, in writing, to the administrative hearing officer, stating why the action is invalid or incorrect in whole or in part. The appeal shall be filed on the form provided by the City and must be accompanied by an appeal fee of \$50. Failure to file such an appeal within the time frame required shall render the determination of the City final. Upon a proper and timely appeal, the administrative hearing officer shall schedule the matter for a hearing within 45 days of the filing of said appeal. The appellant shall be entitled to present evidence to the administrative hearing officer at such hearing and shall have the burden of proving that the action taken is invalid or incorrect, in whole or in part. At the conclusion of the hearing, the administrative hearing officer shall issue a final written decision on the validity of the action taken, including such order which may allow for a reduction in the fee assessment for good cause shown. Any aggrieved party may appeal the decision of the administrative hearing officer to the Circuit Court for Washington County within 30 days after the date upon which a final written decision is issued.

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

Topic:

Hagerstown Fairground Softball Association Loan Request for Grading and Fence Repairs - *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Loan_Request_for_Grading_and_Fence_Repairs.pdf

Description

Loan Request for Grading
and Fence Repairs



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

November 9, 2022

To: Scott Nicewarner, City Administrator

From: Eric B. Deike, Director of Public Works

RE: Loan Request for Grading and Fence Repairs

MAYOR AND COUNCIL ACTION REQUESTED

The Mayor and Council is asked to review the attached request from the Hagerstown Fairgrounds Softball Association (HFSA) for a loan in the amount of \$20,000 for field improvements. If the Council agrees to loan the funds, a loan agreement with HFSA will need to be approved by the Council at a later date.

DISCUSSION

The HFSA has a long-term user agreement with the City to use and manage the three softball fields in Fairgrounds Park through December 31, 2023. This user agreement also contains automatic renewals for up to two (2) additional one (1) year terms beginning on January 1, 2024 unless either party gives written notice of non-renewal to the other party. The HFSA does all the field maintenance and pays all the utility bills in exchange for no rent being charged by the City. They also operate the concession stand and keep any revenues related to that specific facility to facilitate their program and maintenance.

Since 2001, the HFSA has invested over \$330,000 into the Fairgrounds Park softball facility. They have successfully paid off three loans for field lights, fencing and dugouts.

FINANCIAL IMPACT

Funding for the loan would come from CIP Fund Balance for a proposed project in City Park that will no longer occur in FY23. The amount would be \$20,000 with payment terms of five (5) years with annual payments of \$4,000.

RECOMMENDATION

Staff recommends Council agree to loan the HFSA the requested funds of \$20,000 with payment terms as discussed in Financial Impact. If approved, staff would bring a loan agreement back to council for approval in December.

Att: HFSA proposal

C: Mark Haddock
Michelle Hepburn
Mike Kelbaugh

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
25 East Franklin St.
Hagerstown, MD 21740
Ext.479



Hagerstown Fairgrounds Softball Association

16902 Hastings Drive, Williamsport, MD 21795
Phone 301-800-3701

Dear Mayor and Council,

I am writing to you today on behalf of the Hagerstown Fairground Softball Association (HFSA). The HFSA has had a lease since 2001 with the City of Hagerstown for the use of the Softball fields/concession at Fairgrounds Park. We THANK YOU for allowing us to use this fine facility for our local leagues and tournaments. We would like to share our mission statement with you.

The Mission of the Hagerstown Fairground Softball Association (HFSA) is to make the softball complex at Fairground Park a 'Showcase' for the City of Hagerstown, Maryland. We will strive to operate and maintain this fine facility in such a manner as to make it a premier softball venue in the Mid-Atlantic Region. We will also value and maintain a family friendly atmosphere for all end users of this fine facility.

We are writing regarding a need which we would like to partner with the City of Hagerstown. We currently have three fields at Fairground Park, and we need to Laser Grade all fields plus replace fencing that has bowed from wear and tear over the years. The Laser grading will level infields where fields will drain quickly. The cost for grading and fencing will be \$20,000.

We are asking the City of Hagerstown for a free interest loan of \$20,000. We would like this loan to be for 5 years with annual payments of \$4,000. In the past the City of Hagerstown has provided us with loans which we have paid in full. Also, we would like to display along with a finance report of monies we put into Softball Complex since 2001.

We THANK YOU for the use of the softball complex, and we THANK YOU for all you do to make this a great City.

Mike Kelbaugh
Hagerstown Fairground Softball Association
Hagerstown Area Church Softball League

Hagerstown Fairground Softball Association

Fairground Park Investments Since 2001

2001- Loan from City to Build Concession building \$20,000 and \$20,000 to start up for Equipment in concession along with field materials bases, etc.	\$40,000.00**
2005- City Loan to put up side fencing down sides of fields for safety	\$26,915.00**
2006- HFSA Purchased and installed lights for Field 1. Listed is a summary of all purchases and pay outs.	\$184,500.00
2012- HFSA went to the County about help with Field 2 light installation. The City and County contributed \$37,800.00 each included in the City and County partnership totals Below.	\$39,330.00
2012- Air Conditioning for the concession stand.	\$8,000.00
2015- Gates were installed on fields by Horst Fencing.	\$3,820.00
2017- Newer Infield mix on fields	\$2,200.00
2018/2020- Dugouts and fencing for dugouts	\$26,423.58
HFSA Total	\$331,238.58

County Contributions-Fields 1 & 2.....	\$ 77,800.00
City Participation-Field 2.....	\$ 69,600.00
In-Kind Services Labor/Installation Equipment.....	\$ 26,000.00*
Total Fairground Investment.....	\$504,638.58

*While installing the lights on both fields we received a lot of donated services, labor and equipment usage from local businesses including Myers Building Systems, Sweeney Masonry, TRIAD Engineering, Fox & Associates, Inc., and volunteers from the Hagerstown Area Church Softball League. **The evolution of the softball complex at Fairgrounds Park is the direct result of a successful partnership between Local Government, a local non-profit (HFSA) and local businesses.**

**** Loans are paid in full.**

GoSports Turf

11836 Carol Ave
Greencastle, PA 17225 US
GoSportsturf@gmail.com



Estimate

ADDRESS

Hagerstown Fairgrounds
Softball Association
Mike Kelbaugh
351 North Cleveland Ave
Hagerstown, MD 21740

ESTIMATE # 1165**DATE 08/01/2022****EXPIRATION DATE 08/31/2022**

ACTIVITY	QTY	RATE	AMOUNT
Sales Use a Level Best Box Precision Laser grading system to provide the best sheet drainage off skinned infield to within 1/4". Roll with 2 ton roller and finish grade and drag field. To include three fields at Fairgrounds Park and one field at City Park.	4	2,500.00	10,000.00
Sales Edge and cut sod on arc for preparation of new sod installed by association to even up distance from pitching rubber around infield based on league specifications for distance. *Spoils to be disposed of on site. **Only fields at Fairgrounds Park.	3	850.00	2,550.00
Sales Use soil conditioner on infield at City Park before introducing new mix for integration of current and new material. Install new material from existing pile at location and spread, roll, drag and grade as stated above. Edge infield arc to league specs.	1	2,650.00	2,650.00
Sales Multi field discount			-1,000.00

Thank you for the opportunity to provide a safe playing field for your athletes.

SUBTOTAL	14,200.00
TAX	0.00
TOTAL	\$14,200.00

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

Topic:

"Hub City Garage" Parking Deck: Land Acquisition - *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Hub_City_Garage_Parking_Deck_-_Land_Acquisition.pdf

Description

Memo - Hub City Garage
Parking Deck



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Rod*
DATE: November 15, 2022
RE: **"Hub City Garage" Parking Deck: Land Acquisition**

Attached is the Sales Agreement to acquire the 0.88 acre, 109-space parking lot at 50-58 West Antietam Street from Hager5 for the construction of our third parking deck. Some highlights of the agreement are as follows:

- The purchase price is \$1,200,000
- While there are no guarantees, Hager5 indicated there is potential for over 100 *daytime* users of the deck by their tenants, hourly parking at District Court, Blackthorn development, District Court employees and upcoming local redevelopment.
- City staff will need to find alternative parking for their tenants to rent during construction. This will likely be the University District deck or the Rochester Lot.
- The sales agreement is worded that we don't close on the land until AFTER we open construction bids and the City Council awards a construction contract confirming the project is indeed a "go". We must decide this by April 1, 2023.

If we wish to proceed and have a spring 2024 opening of the deck, construction needs to start in early 2023. To do that, we plan to bid the construction by early December for a contract award in February, 2023.

We will bid the deck as a five story, 395 space structure as originally discussed with a "deduct alternate" to eliminate a level from the deck (total of four floors or 313 spaces) to attempt to stay within the budget in FY23 CIP #173 of \$10,000,000. The Mayor and Council can decide whether to accept the 'deduct' when the bids are presented by staff in February. The difference in cost will likely be over \$1.5 million.

Staff will be present at the Work Session to discuss.

Attachment: Sales Agreement (w/out attachments)
Rendering of garage design

c: Michelle Hepburn
Eric Deike
Ann Rotz



AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement") is made as of the ____ day of _____, 2022 by and between HAGER5, LLC, a Maryland limited liability company (the "Seller") and the CITY OF HAGERSTOWN, a Maryland municipal corporation, or its nominee or assignee (the "Buyer"), under the following circumstances:

Seller is the fee simple owner of those certain parcels of real property, located at 50-58 West Antietam Street in Washington County, Maryland consisting of +/- 38,225.1 square feet as more particularly shown and described on the Boundary Line Survey attached hereto and incorporated herein as Exhibit A (the "Land"), saving and excepting the +/- 0.05 ac. (2,333 sf.) previously sold and transferred to Buyer by Deed dated May 27, 2021 and recorded among the Land Records of Washington County at Book 6640, Page 169 and as shown and described on the Plat recorded among the Land Records of Washington County at Plat 11255-11256. Seller desires to sell the Property (hereinafter defined) to Buyer, and Buyer desires to acquire the Property for purposes of constructing a parking deck. Following execution of this Agreement of Sale, but prior to any closing, Buyer shall engage in its procurement process for construction of the parking deck. If, after evaluating the resulting bids, Buyer determines it cannot proceed with construction of the parking deck, Buyer shall be released fully from its obligations under this Agreement.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - PURCHASE AND SALE

1.1 Recitals. The foregoing recitals be and are hereby incorporated herein by reference.

1.2 Property. "Property" shall mean, collectively: (a) the Land, (b) all improvements constructed upon Land, (c) all mineral rights, rights of way or use, servitudes, easements, and appurtenances belonging to the Land, (d) to the extent of Seller's interest therein, the bed of any street, alley, or road adjoining the Land, and (e) all land use, zoning, subdivision and other governmental approvals, permits and entitlements which are applicable to the Land, including all rights of Seller to any plans and specifications relating thereto (collectively, the "Plans").

1.3 Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase the Property, upon the terms and conditions set forth herein.

1.4 Purchase Price. The purchase price to be paid for the Property (the "Purchase Price") shall be ONE MILLION TWO HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,200,000.00).

1.5 Deposit. Within TWO (2) business days after the Effective Date (hereinafter defined), Buyer shall deliver to Lincoln Title & Settlement Services, LLC ("Escrow Agent" and "Title Company"), in cash or by wire transfer of immediately available funds, the sum of FIVE THOUSAND AND 00/100 DOLLARS (\$5,000.00) (the "Deposit"). Upon expiration of the Inspection Period, the Deposit shall become non-refundable except in the event of a default by Seller or failure of any express condition of Closing as provided for herein.

1.6 Escrow Agent. Escrow Agent shall hold and disburse the Deposit in accordance with the terms and provisions hereof. If a dispute arises between Seller and Buyer concerning the distribution of the Deposit, Escrow Agent may deposit the Deposit with a court of competent jurisdiction and interplead Seller and Buyer with respect thereto. Seller and Buyer shall each reimburse Escrow Agent for one-half of any reasonable costs and expenses incurred by Escrow Agent as a result of any such dispute.

1.7 Inspection Period; Survey. (a) Buyer shall have SIXTY (60) days from the Effective Date (the "Inspection Period") during which to inspect and investigate the Property and determine if the Property is suitable for Buyer's intended use. Without limitation, Buyer may, upon reasonable notice to Seller, enter upon the Property at any reasonable time to conduct and perform such tests, surveys and evaluations as Buyer deems necessary. Buyer's right to enter and inspect the property as described above shall continue until the Closing (or earlier termination of this Agreement as permitted hereby). Buyer shall have the right to terminate this Agreement by providing written notice to Seller prior to 5:00 p.m. Eastern Time on the last day of the

Inspection Period. Upon providing said written notice, the Agreement shall be deemed terminated, the Deposit shall be returned to Buyer and, except as otherwise expressly provided for in this Agreement, the parties shall be relieved of any and all further obligations hereunder.

(b) Buyer will advise Seller in writing at least 48 hours before entry of the dates of any and all tests and will schedule all such tests during evening or weekend hours whenever feasible unless otherwise requested by Seller. Seller will have the right to have a representative of Seller accompany Buyer and Buyer's representatives, agents or designees while they are on Property and prior to Buyer's communication with any tenants or vendor/service provider of Seller. Any entry by Buyer, its representative, agents or designees will not materially interfere with Seller's or any tenants' use of the Property.

(c) Buyer will restore any damage to the property caused by Buyer or its agents at Buyer's sole cost and expense if this transaction does not close. Until restoration is complete, Buyer will take all steps necessary to ensure that any conditions on the Property created by Buyer's testing will not materially interfere with the normal operation of the Property or tenants or their employees, or create any dangerous, unhealthy, unsightly or noisy conditions on the Property.

(d) Before commencing any entry involving physical testing, drilling or other physical disturbance, Seller may require Buyer to provide Seller with proof of comprehensive or commercial general liability insurance covering Buyer or its consultant or contractor performing the work, which insurance shall include, but not be limited to, completed operations and broad form property damage coverage and which shall name Seller as an additional insured. The insurers and the amounts and coverages of such policies shall be satisfactory to Seller. This provision will survive the Closing or any earlier termination of this Agreement.

1.8 Seller's Materials. Within FIVE (5) business days after the Effective Date, Seller shall deliver to Buyer copies of all surveys, soil tests, environmental reports, traffic studies, building or site plans, correspondence from any governmental authority, or other similar documents or reports, if any, which are within Seller's possession or control.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

2.1 Covenants, Representations, and Warranties of Seller. (a) Seller represents and warrants to Buyer that, to the best of Seller's knowledge as of the Effective Date: (1) other than the Parking Agreement (defined below) and Short Term Parking Permits (defined below), Seller has not executed any leases, easements, or other encumbrances or agreements affecting all or any portion of the Property which are not recorded and which will remain in effect after Closing; (2) Seller has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery, this Agreement shall be valid and enforceable against Seller in accordance with its terms; (3) Seller is not a party or a potential party to any pending, contemplated, or (to Seller's knowledge) threatened bankruptcy or similar proceeding or litigation, under any federal, state, or local law, which might adversely affect the Property or Seller's ability to perform its obligations hereunder; (4) the execution of this Agreement by Seller will not violate any law, rule, regulation, court order, contract, agreement, or commitment or obligation by which the Property or Seller is affected; (5) except as specifically set forth in any environmental reports delivered to Buyer, no hazardous materials are present or have been released in, on, or under the Property prior to or during Seller's ownership of the Property; (6) Seller is not a "foreign person" as defined in Section 1445(b)(2) of the Internal Revenue Code, as amended ("**FIRPTA**"); and (7) all bills and claims for labor performed or materials furnished to or for the Property have been fully paid. The foregoing representation and warranties are referred to as "**Seller's Representations.**" All of Seller's Representations shall be deemed to be remade as of the Closing Date. As used and referred to herein, the "**Parking Agreement**" refers to that certain Parking Space Rental Agreement with BCP Hagerstown LP, a Delaware limited partnership, dated March 10, 2022 and recorded among the Land Records of Washington County at Book 6950, Page 386, a copy of which

is attached hereto and incorporated herein as **Exhibit B**. As used and referred to herein, the “**Short Term Parking Permits**” shall mean collectively those certain short term lease agreements for monthly parking permits listed and identified on **Exhibit C** attached hereto and incorporated herein.

(b) Seller shall execute and deliver to the Title Company at Closing an affidavit (the “**Owner’s Affidavit**”) in form and content reasonably approved by Seller and the Title Company in order to satisfy any reasonable “seller” requirements for issuance of an ALTA form owner’s policy of title insurance (“**Title Policy**”) to Buyer.

2.2 **Representations and Warranties of Buyer.** Buyer covenants, represents, and warrants to Seller, as of the Effective Date and as of the Closing Date, that: (a) Buyer has the power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder, and upon such execution and delivery, this Agreement shall be valid and enforceable against Buyer in accordance with its terms; and (b) Buyer is not a party or a potential party to any pending, contemplated, or (to Buyer’s knowledge) threatened bankruptcy or similar proceeding under any federal, state, or local law.

ARTICLE III - CLOSING

3.1 **Closing.** (a) Closing under this Agreement (“**Closing**”) shall occur at the offices of the Title Company on a date (the “**Closing Date**”) designated by Buyer, not later than THIRTY (30) days immediately following Buyer’s award of a bid for construction of the parking deck. In the event Buyer has not awarded a bid for construction and proceeded to Closing prior to April 1, 2023 (the “**Outside Closing Date**”) then Seller shall have the right to terminate this Agreement upon providing no less than THIRTY (30) days advance written notice to Buyer.

(b) At Closing, Seller shall deliver to the Title Company the following: (i) a special warranty deed from Seller to Buyer, in form reasonably acceptable to Buyer and the Title Company, conveying good and marketable fee simple title to the Property, free and clear of all liens and encumbrances of any kind, except for Permitted Exceptions (defined below) (the “**Deed**”); (ii) an affidavit as required under FIRPTA; (iii) the Owner’s Affidavit; (iv) a settlement statement setting forth all amounts to be paid or received by Buyer or Seller at Closing, as reasonably approved by the parties consistent herewith (the “**Settlement Statement**”); (v) such documents and other evidence as are required to satisfy all requirements for issuance of the Title Policy by the Title Company other than those imposed upon Buyer; (vi) a reaffirmation of Seller’s Representations as of the Closing Date; (vii) an Assignment and Assumption Agreement, in form and substance mutually satisfactory to Buyer and Seller (the “**Assignment Agreement**”), assigning the Parking Agreement and Short Term Parking Permits (excluding those provided to F&M Trust Bank and the United Way pursuant to separate lease agreements for office space in the adjacent building owned by Seller. Assignment of the parking spaces used by the Public Defender’s Office shall be contingent upon and subject to mutual agreement of a Lease Amendment permitting said assignment) to Buyer, the form of which is attached hereto and incorporated herein as **Exhibit D**; and (viii) such other documents as may be reasonably necessary to consummate Closing. “**Permitted Exceptions**” shall mean and refer to the Parking Agreement, Short Term Parking Permits, an easement to be retained and reserved by Seller whereby Seller may mount upon any structure constructed by the Buyer on the Property a satellite dish or other signal booster/repeater device capable of maintaining “line of sight” between the properties owned by Seller located at 81 W. Washington Street and 37 W. Antietam Street (which shall be provided for in the Deed and shall permit the Buyer, in its reasonable discretion, to approve the placement location and appearance of the device to be utilized), and all easements, covenants, conditions, restrictions and other title matters encumbering the Land as of the date hereof, or otherwise permitted under the terms of this Agreement, except for monetary encumbrances, all of which shall be paid by Seller at or before Closing, and except for any matters which Seller agrees in writing to cure.

(c) At Closing, Buyer shall deliver to the Title Company the following: (i) the balance of the Purchase Price; (ii) such other amounts as may be necessary to consummate Closing, as shown on the Settlement Statement; (iii) the Settlement Statement; (iv) the Assignment Agreement; and (v) such documents and other evidence as are required to satisfy all requirements for issuance of the Title Policy by the Title Company other than those imposed upon Seller.

(d) Upon the Title Company's: (i) receipt of all items to be delivered by Seller, above; (ii) receipt of all funds and items to be delivered Buyer above; and (iii) confirmation that title to the Property is in the condition required by this Agreement, Title Company shall (A) deliver the Deed to Buyer for immediate recordation, (B) deliver all other documents held in escrow to the intended recipients, and (C) make all disbursements required under the Settlement Statement.

(e) Prior to demolishing and removing the existing structures and improvements from the Property for the purpose of redeveloping same, Buyer shall remove the existing light poles and light fixtures so that they may be re-used at another location by the Seller. After removal, Buyer shall leave the light poles and light fixtures on or near the site for pick up by Seller. Seller shall retrieve the light poles and light fixtures within ten (10) days. This provision shall survive Closing.

3.2 Conditions Precedent to Closing. Buyer's obligation to consummate Closing under and in accordance with this Agreement shall be contingent upon the following: (i) Seller shall have made all Closing deliveries required of Seller under this Agreement; (ii) Seller's Representations shall continue to be true and correct as of the Closing Date, as though made and given on such date, (iii) no environmental contamination exists on the Property, and (iv) Buyer shall have awarded a bid for construction of the parking deck on the Property. If any of the conditions in this Section are not satisfied, deemed approved or waived by Buyer, other than due to the default of Seller or Buyer under this Agreement (in which event the provisions of Section 5.1 shall apply), by the Outside Closing Date, then either party may, at any time after the Outside Closing Date, terminate this Agreement by written notice to the other, in which event the Deposit shall be immediately returned to Buyer by the Escrow Agent and this Agreement and the rights and obligations of the parties hereunder shall terminate; provided, however, no such termination shall be effective until Buyer has had the opportunity to waive any condition within two business days after receipt of such written termination notice from Seller.

3.3 Costs, Adjustments, and Indemnities. (a) Buyer shall be responsible for all costs and expenses of its due diligence, any investigation, consulting fees and attorneys' fees and expenses associated therewith, including the cost of title investigation and Title Policy premiums. Except as provided herein, Seller and Buyer shall each be responsible for their respective attorneys' fees and expenses incurred in the negotiation of this Agreement and the consummation of Closing. The costs of all documentary stamps, recordation taxes, and transfer taxes payable in connection with the conveyance of the Land, if any, shall be paid one-half by each of Seller and Buyer; provided, however, that any agricultural rollback taxes or similar recapture taxes shall be paid by Seller.

(b) All items of income and expense relating to the Property, including without limitation real estate taxes, utilities and income from or related to the Parking Agreement and Short Term Parking Permits, are to be adjusted between Buyer and Seller as of the Closing Date such that Seller shall be responsible for all days prior to the Closing Date and Buyer shall be responsible for the Closing Date and all days thereafter, provided that if Closing occurs before the applicable tax rate or assessed valuation are fixed for the period during which Closing occurs, the adjustment of real estate taxes shall be based upon the tax rate and assessed valuation for the most recent period for which both such items are known. Promptly after such items are fixed for period during which Closing occurs, the parties shall further adjust real estate taxes based upon the fixed values of such items. Any service contracts or maintenance agreements affecting the Property shall be terminated by Seller as of the Closing Date.

ARTICLE IV - CONDEMNATION

If, subsequent to the date of this Agreement and prior to the Closing, a material part of the Property is taken in the exercise of the power of eminent domain, which taking in Buyer's reasonable discretion has an adverse effect on the development of the Property for its intended use, Seller shall give prompt written notice thereof to Buyer, and Buyer may, by written notice to Seller, elect to terminate this Agreement, in which event Seller shall retain the Deposit, and, except as otherwise expressly set forth herein, Seller and Buyer shall have no further rights or obligations hereunder. If no election to terminate is made by Buyer, this Agreement will remain in full force and effect and the purchase and sale contemplated herein, less any interest taken by

eminent domain, will be effected with no further adjustment, and Seller will, at the Closing, assign, transfer, and set over to Buyer all Seller's rights, title, and interest in and to any awards that have been or that may thereafter be made for such taking. In such event, Seller will cooperate fully with Buyer (at no out-of-pocket expense to Seller) to maximize the award payable in respect of such taking, and in no event will Seller enter into any agreement with respect to any such award without Buyer's written consent.

ARTICLE V - DEFAULT; REMEDIES

5.1 Default, Remedies. (a) If Buyer defaults in any of its obligations under this Agreement, Seller, as its sole remedy, may terminate this Agreement by written notice to Buyer and receive the Deposit as full and complete liquidated damages.

(b) If Seller breaches any representation or warranty made hereunder or otherwise defaults in any of its obligations under this Agreement, the sole remedies of Buyer with respect to such failure shall be (i) the right to terminate this Agreement by written notice to Seller and obtain recovery from Seller of Buyer's actual damages incurred up to \$5,000.00 arising from such default and supported by receipts or invoices showing the amounts of damages, (ii) the right to the return of the Deposit (whether or not it terminates this Agreement), and/or (iii) the right to seek specific performance. In the event of contract termination by Buyer, whether for default by Seller or other reason, Buyer agrees to provide Seller with any original reports, letters, abstracts, test results, studies, surveys or other documentation pertaining to the Property obtained by Buyer during the Inspection Period.

5.2 Cure of Default. Notwithstanding any provision of this Agreement to the contrary, no breach or failure by Seller or Buyer hereunder shall give rise to the exercise by the other of any remedies hereunder, including without limitation the termination of this Agreement, unless the non-breaching party has notified the breaching party of such breach in writing, and the breaching party shall have failed to cure such breach or failure within TEN (10) business days after receipt of such written notice thereof, except that no such notice or right to cure shall be required in relation to the failure of either Buyer or Seller to consummate Closing as and when required hereunder.

ARTICLE VI - GENERAL

6.1 Notices. Notices and other communications required or permitted to be given hereunder shall be deemed to have been duly given if in writing and delivered by recognized overnight delivery service, or by electronic mail (with a hard copy sent within ONE (1) business day thereafter by overnight delivery), as follows: (i) if to Seller, to Hager5, LLC, c/o Greg Snook, 222 E. Oak Ridge Drive, Suite 100, Hagerstown, MD 21740 (email: gsnook56@gmail.com), with a copy to Jason Divelbiss, Esq., 11125 Bemisderfer Road, Greencastle, PA 17225 (email: jdivelbiss@divelbisslaw.com); and (ii) if to Buyer, to Scott A. Nicewarner, City Hall, 1 East Franklin Street, Hagerstown, Maryland 21740 (email: snicewarner@hagerstownmd.org), with a copy to Jason Morton, 82 West Washington Street, Suite 100, Hagerstown, Maryland 21740 (email: jmorton@salvatoremorton.com) with a copy by email only to Rodney A. Tissue, City Engineer (rtissue@hagerstownmd.org). Any party may change the address to which such notices, requests, demands, and other communications are to be directed by giving written notice of such new address to all other parties in the manner provided above. Any notice, request, demand, or other communication shall be deemed received upon the earlier of (i) the date of the e-mail if received by 5 p.m. local time of a business day, (ii) actual delivery thereof, (iii) any refusal of such delivery, or (iv) if such delivery is impossible because of the intended recipient's failure to provide the other party with notice of an address change, upon any attempt of such delivery to the address(es) set forth above.

6.2 Broker. Each of Seller and Buyer represents and warrants to the other that it has not engaged or otherwise dealt with any brokers, finders or other intermediaries in connection with the transaction contemplated hereby. Each of Seller and Buyer agrees to indemnify, defend, and hold the other harmless from and against any and all claims arising out of the breach of the foregoing representation and warranty. The obligations of the parties under this paragraph shall survive Closing and delivery of the Deed.

6.3 Like-Kind Exchange. Buyer and Seller acknowledge that Seller may desire to transfer the Property subject to a like kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended, and Buyer agrees to reasonably cooperate and participate, at Seller's request, so long as (a) such exchange transaction is at no additional cost to Buyer, (b) Buyer does not have to take title to or convey any other property in connection with such exchange, (c) Seller shall defend, indemnify and hold Buyer harmless, its managers, members, agents, assigns and successors in interest, from all loss, cost, expense, obligation, liability, and/or damages that Buyer might suffer (including attorneys' fees) in connection with Buyer's participation in Seller's exchange, and (d) Closing is not delayed on account of Seller's exchange. It is the intent of the parties that Buyer incur no income tax liability as a result of cooperating with Seller in consummating a like kind exchange, and that Buyer shall have no responsibility or liability for the tax consequences to Seller or any other person of such efforts to effect a like kind exchange. Buyer and Seller acknowledge and agree that the conveyance of the Property at Closing is in no way conditioned upon Seller's ability to effect a like-kind exchange.

6.4 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors, heirs, administrators and assigns. Seller acknowledges that Buyer shall have the right to assign Buyer's interest under this Agreement without Seller's consent, provided that such assignment shall not release Buyer from its obligations hereunder.

6.5 Miscellaneous. (a) No failure or delay by any party in exercising any right or discretion hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or discretion preclude any other exercise thereof or the exercise of any other right or discretion. (b) No waiver shall be effective unless in writing and executed on behalf of the party granting such waiver. (c) This Agreement may be executed in two (2) or more counterparts which, when assembled, shall constitute a single original. (d) Delivery by e-mail of a PDF copy shall constitute good and valid delivery. This Agreement shall be governed by the laws of the State of Maryland, without regard to any conflict of laws principles, and any action for the breach or enforcement hereof shall be brought in a court of competent jurisdiction within Washington County, State of Maryland. (e) The "**Effective Date**" of this Agreement will be the date that the Agreement is fully executed and delivered by the parties.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

SELLER:

HAGER5, LLC

By: _____

Name:

Title:

Date signed: _____

BUYER:

THE CITY OF HAGERSTOWN

By: _____

Name:

Title:

Date signed: _____

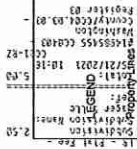
ESCROW AGENT:

Lincoln Title & Settlement Services

By: _____

Name:

Title:



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

Topic:

Public Art on City-Owned Land North of Park Circle and Proposed Closure of Summit Avenue at CSX Rail Crossing - *Rodney Tissue, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Public_Art_on_City-Owned_Land_North_of_Park_Circle.pdf

Description

Public Art on City-Owned
Land North of Park Circle



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

November 15, 2022

TO: Scott Nicewarner, City Administrator

FROM: Rodney Tissue, City Engineer 

RE: **Public Art on City-Owned Land North of Park Circle
& Proposed Closure of Summit Avenue at CSX Rail Crossing**

1. **Background:** In addition to the Clara Barton Memorial, in June the City Council endorsed a public process to develop a concept plan for the rest of the City-owned triangular-shaped land for inclusion of interactive art related to the innovation/history of the City. This land is adjacent the Cultural Trail and is also very visible to motorists. Staff obtained a \$5,000 Maryland State Arts Council "Public Art Across Maryland" (PAAM) grant to facilitate this process.

Utilizing our two standing "Neighborhood First" groups in that area and the Public Art Commission, we hosted a well-attended public meeting on site on July 20, 2022. The "Summary of Input" is attached for your review. To summarize, the majority of attendees suggested the following:

- Art should be related to the bookmobile and/or past railroad/trolley car history of the City,
- The proposed art should be a 'storied playscape' and potentially have illuminated elements,
- Consider closing Summit Avenue at the railroad crossing for traffic calming.

Attached is a "Proposed Plan" of the suggested improvements to the Triangle.

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

- a. Review the proposed concepts and feedback from the public meeting and direct staff on next steps,
- b. Discuss the idea of closing Summit Avenue at the CSX Railroad crossing,
- c. Discuss if we wish to fund photo murals on the nearby trolley barn building.

3. **Discussion:**

Triangle Project: If acceptable to the Mayor and City Council, the next step will be:

- develop a "call" to artists thru the Washington County Arts Council,
- have the Public Art Commission review and short list artists' proposals to two,
- utilize PAAM grant funds, facilitate the artist selection process by paying honorarium for sketches/models of top two art proposals and then select artist,
- By the March 24, 2023 deadline, apply for up to \$50,000 "Public Art Across Maryland (PAAM)" implementation grant that would fund the art installation,
- If we obtain the grant, implement the project in the second half of 2023.

Closing Summit Avenue at CSX Railroad: Since 2015, staff has attempted to have the railroad crossing at Virginia Avenue (and also Walnut Street) improved. The Virginia Avenue crossing includes the Cultural Trail. At our request, the Maryland Department of Transportation (MDOT) has indicated they will pay for the bulk of these upgrades but their process must be followed.

As part of the discussion, CSX and State Highway Administration in 2019 offered \$27,500 incentive to close the crossing at Summit Avenue. The Council denied this in November, 2019. They have now increased the offer to \$40,000. They feel there is a safety concern of having three at-grade crossings so close together. Traffic data we have on file shows that less than 1000 vehicles per day use this crossing. Trains using this spur track are servicing *Conservit* south of I70 and cross about twice a week.

Staff has not surveyed the neighborhood but input at the above mentioned public meeting seemed to favor the idea of closure. We assume that if the Council has interest in this closure, a formal "closure process" with public hearings would need facilitated.

Trolley Photomurals: Deb Kepler recently purchased the former trolley barn building at 94 West Lee Street. Deb has acquired the attached pictures and is proposing that if the City has the pictures mounted on PVC (like the "Faces of Hagerstown") we can mount them on her building and she will pay to light them. The City would own them. The estimated cost is less than \$2,500 and could be funded in our Public Art CIP and would be a nice addition to the north side of the Cultural Trail on West Lee Street

Staff will attend the work session to discuss.

Cc: Public Art Commission
Clara Barton Committee
Neighborhood First groups
Eric Deike
Jim Bender

TRIANGLE NORTH OF PARK CIRCLE

Hagerstown, MD



Key:

- A Clara Barton Memorial Plaza
- B Potential Bookmobile Interpretive Panel
- C New Sidewalk Connection
- D Benches/Seating
- E Potential Trolley Monument/Feature
- F Tree Planting
- G Lawn Area
- H Landscape Buffer & Fence at Rail R.O.W
- I Accent/Focal Landscape Beds
- J Cultural Trail



Precedent for Potential Trolley Monument/Feature



Precedent for Potential Bookmobile Interpretive Panel



Scale: 1" = 15'

PROPOSED PLAN 11.15.2022

The Triangle at the Cultural Trail

Summary of Input | Neighborhoods First Meeting

Engagement Exercise 1: Rich Histories

The purpose of this activity was to narrow down which of Hagerstown's "histories" presented the narrative that participants were most interested in seeing told in the Triangle. Participants could "vote" on one of five pre-filled categories (the arts, manufacturing, Porter Chemcraft, hub city, or the bookmobile), or they could write-in a theme of their own choosing. In addition to using sticker dots to vote, they could use post-it notes to contribute their own stories and ideas.

- The Bookmobile – 7 votes
- Hub City – 7 votes
- Manufacturing – 5 votes
- The Arts – 3 votes
- Porter Chemcraft – 2 votes
- Write-in – 10 votes
 - Ideas included: Trolley car history, a sensory/medical garden related to Clara Barton, and a place dedicated to Red Cross' early history

Additional observations/takeaways from the discussion:

In the group discussion at the end of the meeting, residents shared personal knowledge of stories related to Mary Titcomb, including her connections to adjacent property (including her relationship to the City Beautiful movement and City Park Lake, and a nearby "library garden"). Edward Mealey, who was also involved in establishing the Washington County Free Library, was mentioned in connection with Mary and the two of them together were mentioned for the involvement both in the library and in a nearby hospital. The discussion also talked about the trolley barn just north of the greenspace. Deb (owner, not present at the meeting) had expressed willingness to consider art on the side of the old trolley barn building. Community members also expressed interest in telling local neighborhood history.

Quote: "The book goes to the man, not waiting for the man to come to the book." Mary Titcomb

Engagement Exercise 2 : Styles of Expression

This activity sought to illustrate some of the many different approaches that could be explored when expressing history throughout the greenspace. It shared example images across twelve different categories. Those categories, and the total number of sticker dots ("votes") they each received, are:

- Storied Playscapes – 16 votes*
- Illuminated Elements – 11 votes
- Gateways – 6 votes
- Storytelling through Placemaking – 3 votes
- Interpretive Signs – 3 votes
- Totems – 2 votes
- Embedded Narratives – 2 votes

- Dimensional Exhibits – 2 votes
- Dual-purpose furnishings – 2 votes**
- Artistic Fences – 0 votes
- Interactive Pieces – 0 votes
- Vertical panels – 0 votes

There was also an open area where attendees could add ideas. They added:

- Library books
- Light sculpture
- A huge Jamison Door as an entrance
- Water canal cover with acrylic or glass with light
- Backless benches to be seat from any angle

*At the end of the meeting, some children in attendance approached the board and were seen adding a few extra stickers to this category, for good measure 😊

**An observation: There were three photo examples of dual-purpose furnishings; participants were instructed to place a sticker anywhere on a category, and not necessarily on top any particular image. That said, no stickers were put on top of the book bench example shared for dual-purpose furnishings, though multiple people referenced the image as a good idea in the group discussion.

Exercise 3: Activating the Triangle

This exercise prompted attendees to think about ways they'd like to use the Triangle. It provided three examples (improvements to Summit Avenue, a Food Truck spot, and a place to unwind) and also left space to write/draw an idea.

- Food truck spot – 7 votes
- Summit Avenue improvements – 6 dots
- Place to unwind – 3 dots

In the blank space, some neighborhood children were able to add playful drawings of a potential water feature (with colorful lights) and themed play space (with reference to a trolley in one drawing).

A third activity on this board aimed to understand the aesthetic preference as far as site furniture goes. The activity showed two benches—one more traditional, one more modern—and let participants vote on their favorite. The two images, however, showed two different bench configurations. The traditional bench had a back, whereas the modern bench was backless. This presents a challenge when comparing the “votes” because, as the meeting discussion revealed, some people were voting for the bench configuration they most preferred, not the bench design. In the end, there were 7 dots on the traditional design, and three on the modern design.

Additional observations/takeaways from the discussion:

Through group discussion, we were able to better understand that there's a preference for a combination of both backless benches and some with backrests. Overall, the majority of attendees do prefer a more traditional style, or at least one that better blends the traditional style of City Park with

the contemporary style of the Cultural Trail. Most agreed that this space feels more connected to City Park than to the Cultural trail.

During the discussion, other thoughts around activation of the space included a concern for safety given the speed of the surrounding traffic. In this same thread, there was concern that play was appropriate, but acknowledgement that a fence could improve the safety of the space.

Exercise 4: Slowing Summit

The final exercise board was an opportunity to discuss the potential to make Summit Avenue narrower (the need to an official traffic study to take place before a final decision could be made was communicated). Rather than have attendees “vote” on this board, it was set aside and used as a final conversation topic at the end of the meeting. This presented an opportunity for the City to discuss a recent offer from CSX should the City of Hagerstown agree to close the Summit Avenue railroad crossing adjacent to the Triangle greenspace. Community members were in support of closing the crossing, and even added the suggestion of closing Summit Avenue where it meets Virginia Avenue. Residents are concerned for safety with the current speeding that happens on Summit Avenue (south of the Triangle). Residents who live directly on Summit acknowledge that a closure would be a minor inconvenience to their travels by car, but happily accepted the trade-off for slower traffic on their street. There was agreement that there should be assurance that safety at the circle wouldn’t be compromised as a result of any closure at Summit Avenue.

Miscellaneous Meeting Notes:

- The unveiling of the Clara Barton memorial should include invitations to relevant organizations even outside of Hagerstown (e.g., those in D.C.)
- Desire to blend the two styles of the modern/minimalist Cultural Trail and the City Beautiful/traditional style of City Park
- There was a question regarding the timeline; Toby (the Clara Barton memorial statue artist), expressed his desire to unveil the statue during nurse’s week next May.
- The group inquired about the potential of the City acquiring a property across from the Triangle.
- There was interest in taking advantage of the nearby canal
- A fence was feared to make the space too closed off, but if a fence would be desired (and some expressed that it could make play in this area safer and more appropriate), the discussion mentioned that strategies could be explored to make sure that wasn’t the case.
- Could tie in neighborhood history with a walking tour

Input Received in Forums Outside the Neighborhoods First Meeting

- Linda Irvin-Craig, via Facebook, sent in a suggestion prior to the meeting for a sundial or other pier recognizing John Gruber’s Town and Country Almanack...still publishing since 1797 in Hagerstown.
- Jim Burns (a neighbor adjacent to the greenspace), presented a letter to the City expressing appreciation for the meeting and outlining additional ideas. He thought to make this space a gateway to the City and a celebration of the larger county as well (recognizing that the space of the park isn’t far off from the shape of the County). His suggestions included acknowledgement of Mary Titcomb’s book wagon (pointed toward downtown), as well as of the Boonsboro’s

Washington Monument, Williamsport's C&O Canal, and general idea for an "artifact" to represent all cities. Jim also suggested using the Trolley Barn across the street as a transportation museum (referencing Hagerstown's transportation-related histories). Finally, Jim concluded with two ideas that he suggested could drive this project: first, that there's some sort of motion (e.g., a children's trolley car that loops the space); and second that there's a police substation/police presence in the commercial area at 334 Summit Avenue, recognizing that people will not come if they do not feel secure.

THE TRIANGLE

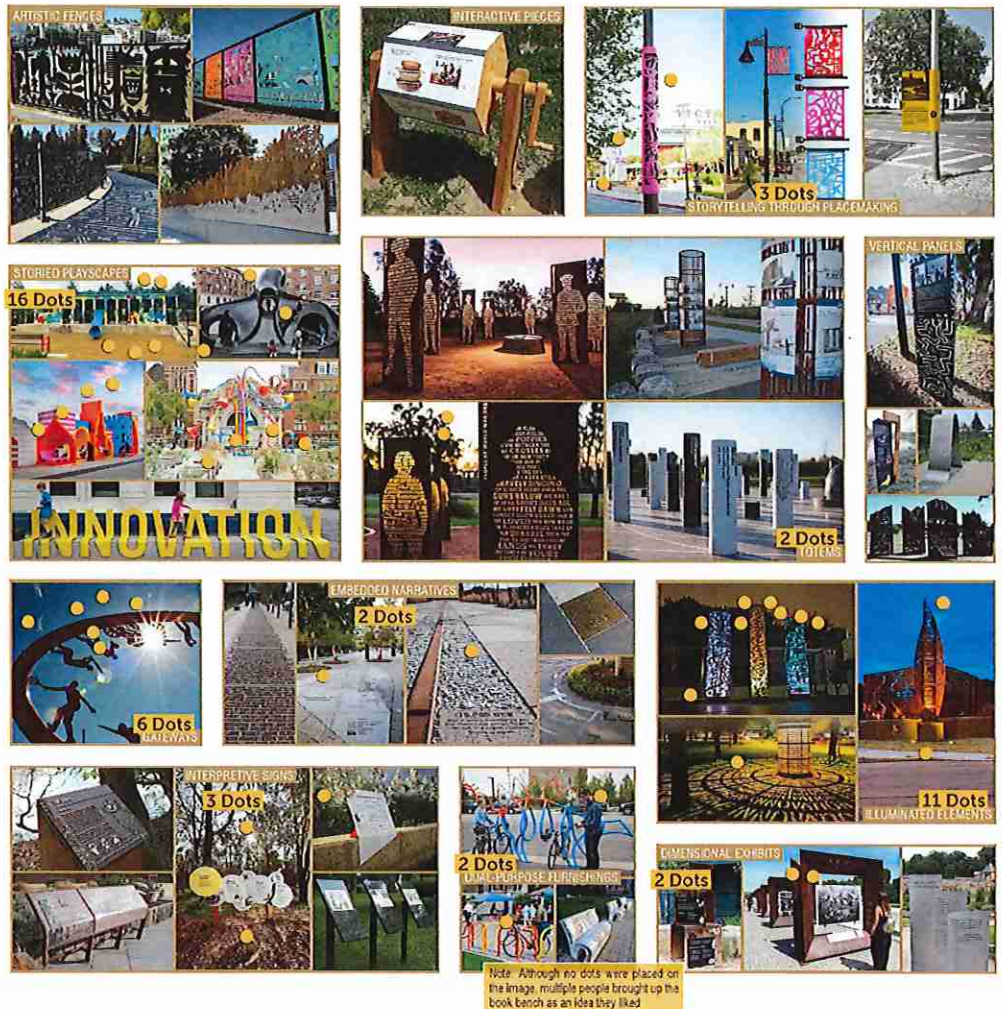
[illegible]

STYLES OF EXPRESSION

There are many possible ways to express and celebrate Hagerstown's stories in the Triangle. Place a sticker on your favorite types of interpretive graphics (at the right) -OR- jot down some of your own ideas below!

my idea is...

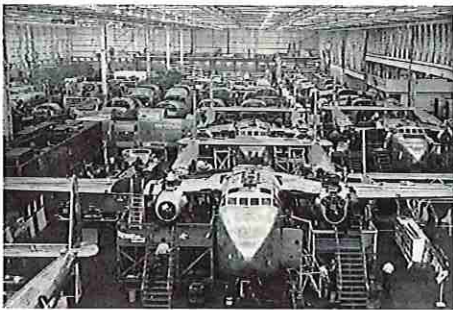
Living books
light sculpture
at High Junction. Not on a entrance
Water Canal area with acrylic or glass light
bookless benches to be seen from any angle



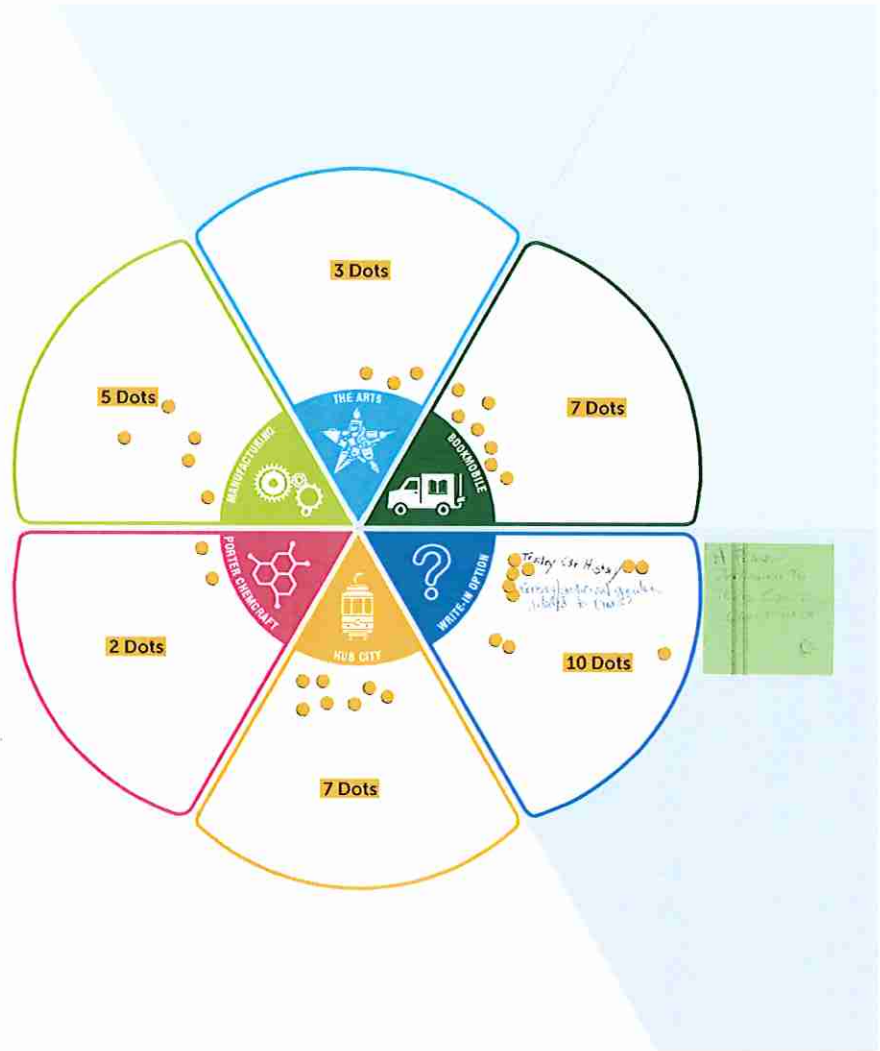
RICH HISTORIES

Which of Hagerstown's histories are the most meaningful stories to tell?

1. Place a sticker dot at the right to indicate which narrative you'd like to see shared in the Triangle; and, then
2. Write on the post-it notes to elaborate or share a story of your own!



Neighborhoods First Public Meeting
July 20, 2022





ACTIVATING THE TRIANGLE

What might be some ideas for activities that are safe and appropriate to happen in the Triangle? If you like an idea below, place a sticker dot in the box. Or, you can doodle your ideas on top of the drawing to the left.



SUMMIT AVE. IMPROVEMENTS



6 Dots



FOOD TRUCK SPOT



7 Dots



PLACE TO UNWIND



3 Dots



TRADITIONAL



MODERN & MINIMALIST

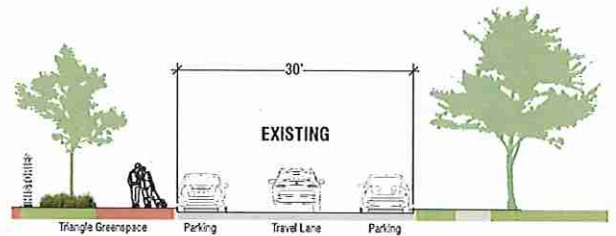
Note:
The group dialogue at the end of the meeting revealed that there was some misunderstanding of this exercise. The intent was to understand general aesthetic preference; however, due to the two images showing different bench styles (one backless, one with a back), some attendees voted based on functional preference. In the discussion, we learned that the preference is for a combination of benches with both back and backless design, and the aesthetic preference was for a more traditional style.

SLOWING SUMMIT

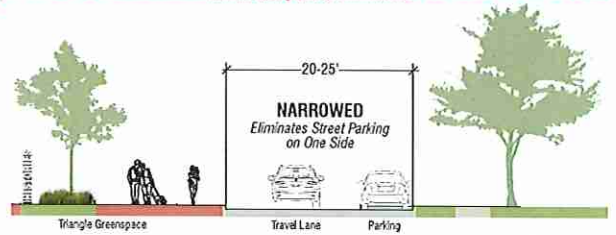
As part of improvements at the Triangle, there may be an opportunity to reduce the width of Summit Avenue. Do you believe the City should explore potential roadway improvements that would narrow Summit Avenue by removing parking?



Note:
Rather than present this board as an exercise, the meeting concluded with a group discussion of the opportunity, and the concerns and preferences.



Views are Looking North on Summit Avenue



USE ONE (1) STICKER DOT TO INDICATE YOUR PREFERENCE



Neighborhoods First Public Meeting
July 20, 2022

OTHER THOUGHTS?

my idea is...

* Blend the styles of the street lights of the park & the cultural trail.

CHAIRS - combo of backless + with backs

- TRADITIONAL DESIGN

- HISTORIC TROLLEY BARN - across the street
- Deb is open to art on that building (mural or projection) (building owner?)

- Clara Barton opening should invite key organizations

- Edward M. owned block - significant individual, role in library + hospital (maybe spelling?)

- connection to Mary + comb → connection to City Beautiful / City Park Lake

- "library garden" was across the street

- "don't wait for the man to come to the books, bring the books to the man"

- opportunity to share neighborhood history

- could we buy the trailer site?

- ACTIVATION

- CONCERN RE: traffic speed

- fence could make this less dangerous

- but don't think playground could work

- Questions RE: timeline?

Tony wants to unveil during May, nurses were

SUMMIT + CLOSING RAIL XING

- 900 block resident - people room

- Summit resident - the inconvenience is worth ~~over~~ safety

- Raised walk / closing narrow end @ N. of Summit (access via sycamore)

- take advantage of canal

- fence could feel too closed in

tie in neighborhood history (maybe walking tour)

THOUGHTS FROM THE PAST AND PRESENT

Wonderful Meeting, Great Organization,
Much Thoughtfulness Wednesday!

I've had these thoughts over the years
that I will outline but would probably be
best served in a quick sit down meeting,
which I would do.

Southern Gateway to the City

The Triangle, ironically, is roughly - but not
that rough - the shape of Washington County
with Hagerstown, of course, being the
County Seat.

Hence, Cartiographical Park. Clara could
be placed geographically appropriately.

In the Park, geographically corresponding
to Hagerstown for example could be Miss Mary
Lemist Titcomb - with her book wagon, driver
and team of horses - pointing downtown
to the library or the Educational Matrix^{*}
(Hagerstown is a birthplace of education);
geographically corresponding to Boonsboro
could be a very small Washington's Monument
(theirs is the first in the nation);

Williamsport could be represented by a
small canal boat (C+O Canal $\approx$ 180 miles of
engineering amazement); etc. All cities

IN THE SEAT SHOULD BE REPRESENTED BY ONE
"ARTIFACT" AS THEY DESIRE.

NOT TO SPEAK FOR EVERYONE, BUT PERHAPS, THE
OLD TROLLEY BARN ACROSS LEE STREET
COULD BECOME A LOCAL TRANSPORTATION MUSEUM
WE HAD THE CRAWFORD BICYCLE, THE H + F
RAILWAY (TROLLEYS), THE CRAWFORD AND DAGMAR
AUTOMOBILES, TRAINS, AND THE FAIRCHILD
AIRCRAFT.

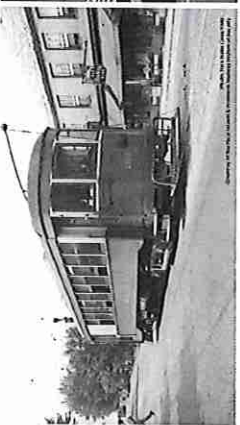
I HUMBLY SUGGEST THAT THERE ARE TWO DRIVING
ENGINES FOR THIS PROJECT.

1. THAT THE PEOPLE SEE MOTION. IF THE STREET
ARE BLOCKED OFF OR THE PARK ENCLOSED, A
SMALL CHILDREN'S TROLLEY CAR RUNNING
AROUND THE CIRCUMFERENCE ("LOOP") OF
CARTIOGRAPHICAL PARK.

2. A POLICE SUBSTATION IN THE COMMERCIAL AREA
OF 334 SUMMIT AVENUE TO SHOW A POLICE
PRESENCE FOR THIS PROJECT, THE STADIUM,
AND IN GENERAL. PEOPLE WILL NOT COME IF
THEY DON'T FEEL SECURE.

* FUTURE IDEA

THANK YOU,
JIM BURNS
Jim Burns
(240) 382-5256



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

Topic:

National Wastewater Sampling Initiative ~ Wendy Webster-Zahnow, Laboratory Manager

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WS-Memo-15Nov22-
National_Wastewater_Sampling_Initiative.docx

Description

National Wastewater
Sampling Initiative



CITY OF HAGERSTOWN, MARYLAND

Utilities Department – Wastewater

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

November 8, 2022

To: Scott Nicewarner, City Administrator

From: Wendy Webster-Zahnow, Laboratory Manager

Subject: National Wastewater Sampling Initiative

Action: Discussion

As we are all aware, the last few years in regards to new disease influx into worldwide public health has been a daunting problem we are all anxious to resolve. The Wastewater Treatment Plant Laboratory was contacted in January 2022 to begin participating with the CDC's National Wastewater Surveillance System initiative that would continually evaluate SARS-CoV-2 prevalence across the country using wastewater samples collected at treatment plants. We have been actively participating in sampling events since then to assist local and national public health entities with monitoring SARS-CoV-2 in the City of Hagerstown.

As home testing for SARS-CoV-2 increased over the last year, cases reported by medical and testing centers have similarly decreased causing unreliable caseload summation. Sampling the wastewater of an area can serve as an early warning of SARS-CoV-2 spread in communities. Wastewater surveillance is a free monitoring system that allows for anonymous data collection of our area and provides information that assists public and health officials in times of an impending crisis. Collected data can be used to provide guidance to our community when extra protective measures are suggested for at-risk groups such as immunocompromised persons, hospitals and nursing homes, homeless shelters, and schools. These wastewater research programs have been expanding their capabilities to other disease analytes as the research has continued to progress.

The recent predictive reports for the combined rates of Respiratory Syncytial Virus (RSV), Influenza-A, and SARS-CoV-2 this year are concerning for U.S. communities. The latest study we been have asked to participate with is Wastewater SCAN which is a national effort based at Stanford University that will monitor occurrence rates of RSV, Flu-A, SARS-CoV-2, and Monkeypox (MPX). In addition to receiving the weekly data from the study, the City will also receive funding for each wastewater sample that we provide to the program. These funds can be incorporated into laboratory updates to increase regulatory efficiencies. The Wastewater Laboratory continues to support these studies as a significant necessity to fight novel diseases in our communities. These results will allow health and public officials to provide information to our community and implement preventative procedures to keep the public safe and healthy.

Staff will present additional study information on these programs during the November 15th meeting and answer any questions that may occur.

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

Topic:

United Way Pathways to Hire Follow-up Discussion - *Mayor and City Council*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: