Mayor and Council
Special Session (82nd Voting Session) and Work Session
December 12, 2023
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

"Not everything that is faced can be changed, but nothing can be changed until it is faced." *James Baldwin*

1:00 PM GROUNDBREAKING CEREMONY - HAGERSTOWN FIELD HOUSE - *290 E. Memorial Boulevard, Hagerstown, Maryland*

4:00 PM SPECIAL SESSION

4:00 PM 1. Approval of a Resolution: Adopting the 2023 Washington County Hazard Mitigation Plan as the City of Hagerstown's Plan

4:00 PM WORK SESSION

4:05 PM 1. FY23 Annual Comprehensive Financial Report - *Michelle Hepburn, Chief Financial Officer, Brooke Garver, Accounting and Budget Manager, and Christopher Lehman, Engagement Partner, SB & Company, LLC*

4:20 PM 2. FY23 General Fund Surplus Allocations - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

4:30 PM 3. Preliminary Agenda Review

4:40 PM 4. Proposed Amendments to Chapter 204, Signs - The Billboard Ordinance - *Kathleen Maher, Director of Planning and Code Administration, and Paul Fulk, Neighborhood Services Manager*

4:50 PM 5. Program Open Space Annual Grant Program - *Eric Deike, Director of Public Works*

5:00 PM 6. American Rescue Plan Act (ARPA) - Nonprofit Funding Recommendations Update for Three Additional Organizations - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

5:15 PM 7. American Rescue Plan Act (ARPA) - Restaurant Ready Grant Recommendations - *Chris Siemerling, Economic Development Specialist*

5:30 PM 8. ENVY American Rescue Plan Act (ARPA) Funding - *Chief Paul Kifer and Danielle Staley, MCIN Coordinator*

5:50 PM 9. Fuel Allowance for Hagerstown Police Department Officers - *Chief Paul Kifer*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
GROUNDBREAKING CEREMONY - HAGERSTOWN FIELD HOUSE - *290 E. Memorial Boulevard, Hagerstown, Maryland*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Adopting the 2023 Washington County Hazard Mitigation Plan as the City of Hagerstown's Plan

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Resolution_2023_County_Haz_Mit_Plan_12_12_2023.pdf	Adoption of 2023 County Haz Mit Plan

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: **December 12, 2023**

TOPIC: **Resolution to Adopt 2023 Washington County Hazard Mitigation Plan as the City of Hagerstown's Plan**

Charter Amendment	
Code Amendment	
Ordinance	
Resolution	X
Other	

MOTION: I hereby move for Mayor and City Council to approve the attached resolution to adopt the 2023 Washington County Hazard Mitigation Plan as the City of Hagerstown's plan. City staff participated in development of the plan to ensure City data was updated and hazards evaluated and prioritized. Inclusion of the City in the 2023 County Hazard Mitigation Plan makes the City eligible for grant funding to assist with pre-hazard mitigation projects and hazard-event response and recovery.

DATE OF PASSAGE: 12/12/23
EFFECTIVE DATE: 12/12/23

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION ADOPTING
THE 2023 WASHINGTON COUNTY HAZARD MITIGATION PLAN
AS THE CITY PLAN

RECITALS

WHEREAS, natural, technological, and man-made hazards can affect the City of Hagerstown;

WHEREAS, significant structural, historical, and economic losses could result from an occurrence of a natural, technological, or man-made hazard events;

WHEREAS, undertaking mitigation projects during pre-disaster periods could decrease the total losses the City of Hagerstown incurs as a result of said hazard occurrences;

WHEREAS, the Mayor and Council of the City of Hagerstown, has a strong interest in reducing losses from future hazard occurrences;

WHEREAS, the hazard mitigation plan is a federal and State requirement to maintain eligibility for hazard mitigation funding, and, by that requirement, must be updated a minimum of every five (5) years;

WHEREAS, a cooperative, joint effort is a proven efficient way to plan for and reduce hazard susceptibility in all government jurisdictions in Washington County, Maryland;

WHEREAS, the City of Hagerstown in conjunction with the Washington County Division of Emergency Services has undertaken and completed a project to update the existing *Washington County Hazard Mitigation Plan* in an effort to further identify, define, and characterize the hazards affecting the County and the City of Hagerstown as well as to continue identifying and prioritizing projects that could lessen hazard vulnerability; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to adopt the *2023 Washington County Hazard Mitigation Plan* as the City plan.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Council of the City of Hagerstown, Maryland, does hereby adopt the updated *Washington County Hazard Mitigation Plan* this 12th day of December, 2023.

WITNESS AND ATTEST AS TO CORPORATE SEAL	MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
____________________________ Donna K. Spickler, City Clerk	BY: ___________________________________ Tekesha Martinez, Mayor

Date of Passage: December 12, 2023
Effective Date: December 12, 2023

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FY23 Annual Comprehensive Financial Report - *Michelle Hepburn, Chief Financial Officer, Brooke Garver, Accounting and Budget Manager, and Christopher Lehman, Engagement Partner, SB & Company, LLC*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
12.12.23_Memo_for_FY23_ACFR_Presentation.pdf	FY23 Annual Comprehensive Financial Report
Hagerstown_Audit_Presentation_FY23.pptx	FY23 Annual Comprehensive Financial Report

CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

TO: Mayor & Councilmembers
Scott Nicewarner, City Administrator

FROM: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

SUBJECT: FY23 Annual Comprehensive Financial Report

DATE: December 12, 2023

The Finance Department will be joined by our independent auditing firm, SB & Company, LLC to present the City's Annual Comprehensive Financial Report for FY23. The presentation will provide an overview of SB & Company, LLC's comments and recommendations for our FY23 financial statements audit.

The preparation of this report would not have been possible without the dedicated efforts of the entire Finance Department.

The copies of the FY23 Annual Comprehensive Financial Report were distributed in early November and you can find a copy of the FY23 report electronically on the City's website (www.hagerstownmd.org).

City of Hagerstown

Presentation to those Charged with Governance

December 12, 2023

SBC

SB & Company, LLC

Introductions

- Christopher Lehman, Engagement Partner

Scope of Services

- Audit of the June 30, 2023 financial statements
- Performance of Uniform Guidance Single Audit
- Review of Uniform Financial Report
- Review of Data Collection Form

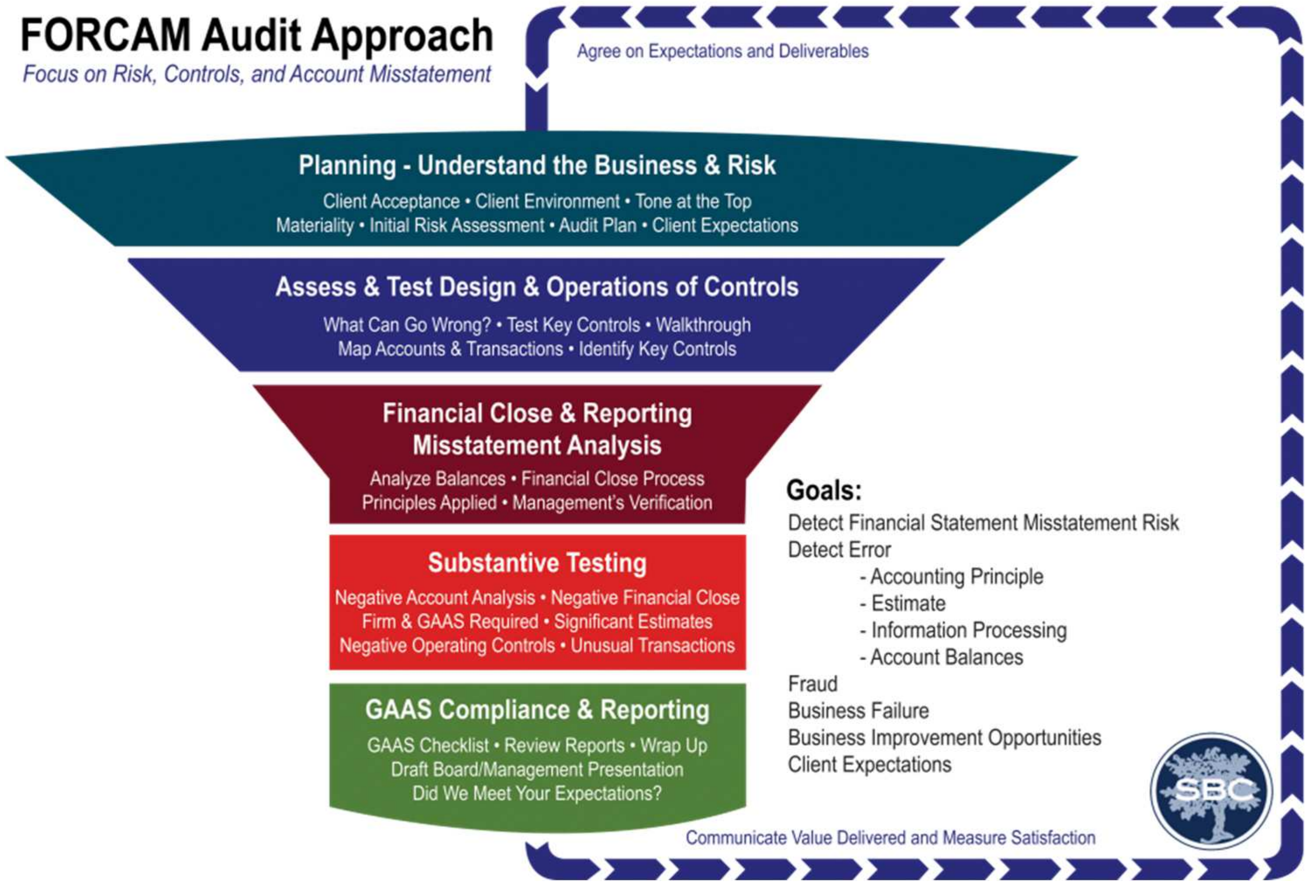
Summary of the Results

- Issued an unmodified opinion on the financial statements
- No fraud discovered or made aware of
- No material weaknesses identified
- Received full cooperation from management
- No audit journal entries proposed

Audit Approach

SBC Audit Approach

"Focus on Risk, Controls and Account Misstatement"



Assessment of Internal Controls

Assessment of Control Environment

- Control environment
- Risk Assessment Process
- Control Activities
- Information and Communication
- Monitoring

Assessment of Key Processes

- Treasury
- Estimation
- Financial Reporting
- Expenditures
- Payroll
- Revenue
- Fixed Assets
- Compliance
- Grant Management

Audit Results

Financial Statement Highlights

	Governmental Activities			Business-type Activities		
	2023	**2022**	**2021**	**2023**	**2022**	**2021**
Current and other assets	**$ 62,850,568**	$ 59,713,346	$ 49,581,181	**$ 69,994,879**	$ 53,152,390	$ 48,385,929
Capital assets	**93,995,461**	90,562,591	87,371,825	**193,342,942**	195,656,333	198,258,171
Total assets	**156,846,029**	150,275,937	136,953,006	**263,337,821**	248,808,723	246,644,100
Deferred outflows	**18,708,850**	22,718,037	3,894,871	**2,989,958**	3,837,814	1,914,337
Long-term liabilities	**101,361,746**	99,106,918	75,365,678	**58,318,212**	49,896,159	54,300,512
Other liabilities	**28,082,456**	29,302,418	20,310,551	**9,447,983**	8,836,380	12,261,804
Total liabilities	**129,444,202**	128,409,336	95,676,229	**67,766,195**	58,732,539	66,562,316
Deferred inflows	**3,361,142**	5,521,234	7,203,001	**1,790,580**	3,766,639	1,306,257
Net position						
Net investment in capital assets	**80,391,365**	75,823,002	71,600,496	**159,569,273**	158,700,731	157,963,476
Restricted	**4,433,936**	4,333,666	5,539,165	**-**	-	-
Unrestricted	**(42,075,766)**	(41,093,264)	(39,171,014)	**37,201,731**	31,446,628	22,726,388
Total Net Position	**$ 42,749,535**	$ 39,063,404	$ 37,968,647	**$ 196,771,004**	$ 190,147,359	$ 180,689,864

Financial Statement Highlights
continued

	Governmental Activities			Business-type Activities		
	2023	2022	2021	2023	2022	2021
REVENUES						
Charges for current services	**$ 9,144,834**	$ 8,917,531	$ 9,455,056	**$ 56,261,546**	$ 58,192,082	$ 53,458,451
Operating grants and contributions	**3,079,245**	2,053,740	4,923,824	**-**	140,695	894,857
Capital grants and contributions	**7,036,472**	4,155,845	5,151,802	**3,478,438**	5,806,552	4,965,080
Property taxes	**36,004,233**	34,592,251	33,417,546	**-**	-	-
Income and other taxes	**8,116,910**	7,772,394	6,749,366	**-**	-	-
Miscellaneous	**1,657,124**	283,825	614,928	**1,079,566**	16,300	41,928
Total Revenues	**$ 65,038,818**	$ 57,775,586	$ 60,312,522	**$ 60,819,550**	$ 64,155,629	$ 59,360,316
EXPENSES						
General government	**$ 12,012,068**	$ 10,360,130	$ 10,425,129	**$ -**	$ -	$ -
Public safety	**34,319,588**	31,231,769	26,871,881	**-**	-	-
Highways and streets	**2,748,834**	2,632,966	2,693,869	**-**	-	-
Waste, collection and disposal	**3,232,968**	2,926,233	2,834,652	**-**	-	-
Culture and recreation	**3,483,412**	3,379,595	2,946,663	**-**	-	-
Economic and community development	**4,157,725**	4,866,019	4,719,711	**-**	-	-
Interest on long-term debt	**425,192**	466,867	475,278	**-**	-	-
Utilities and other proprietary funds	**-**	-	-	**55,168,805**	55,515,383	53,645,648
Total Expenses	**$ 60,379,787**	$ 55,863,579	$ 50,967,183	**$ 55,168,805**	$ 55,515,383	$ 53,645,648

Required Communications

REQUIRED COMMUNICATIONS

1. **Auditor's Responsibilities Under Generally Accepted Auditing Standards (GAAS)**

   The financial statements are the responsibility of management. Our audit was designed in accordance with auditing standards generally accepted in the United States of America, and provide for reasonable, rather than absolute, assurance that the financial statements are free of material misstatement.

2. **Significant Accounting Policies**

   Management has the responsibility for selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application.

   The significant accounting policies used by management are described in the notes to the financial statements.

3. **Auditor's Judgments About the Quality of Accounting Principles**

   We discuss our judgments about the quality, not just the acceptability, of accounting principles selected by management, the consistency of their application, and the clarity and completeness of the financial statements, which include related disclosures.

   We have reviewed the significant accounting policies adopted by the City and have determined that these policies are acceptable accounting policies.

REQUIRED COMMUNICATIONS
(continued)

4. **Audit Adjustments**

   We are required to inform the City's oversight body about adjustments arising from the audit (whether recorded or not) that could in our judgment either individually or in the aggregate have a significant effect on the entity's financial reporting process. We also are required to inform the City's oversight body about unadjusted audit differences that were determined by management to be, individually and in the aggregate, immaterial.

   There were no proposed or passed journal entries.

5. **Fraud and Illegal Acts**

   We are required to report to the City's oversight body any fraud and illegal acts involving senior management and fraud and illegal acts (whether caused by senior management or other employees) that cause a material misstatement of the financial statements.

   Our procedures identified no instances of fraud or illegal acts.

6. **Material Weaknesses in Internal Control**

   We are required to communicate all significant deficiencies in the City's systems of internal controls, whether they are also material weaknesses.

   We noted no material weaknesses during the audit process.

Required Communications
(continued)

7. **Other Information in Documents Containing Audited Financial Statements**
   None.

8. **Disagreements with Management on Financial Accounting and Reporting Matters**
   None.

9. **Serious Difficulties Encountered in Performing the Audit**
   None.

10. **Major Issues Discussed with Management Prior to Acceptance**
    None.

11. **Management Representations**
    We received certain written representations from management as part of the completion of the audit.

12. **Consultation with Other Accountants**
    To our knowledge, there were no consultations with other accountants since our appointment as the City's independent public accountants.

13. **Independence**

    As part of our client acceptance process, we go through a process to ensure we are independent of the City.

    We are independent of the City.

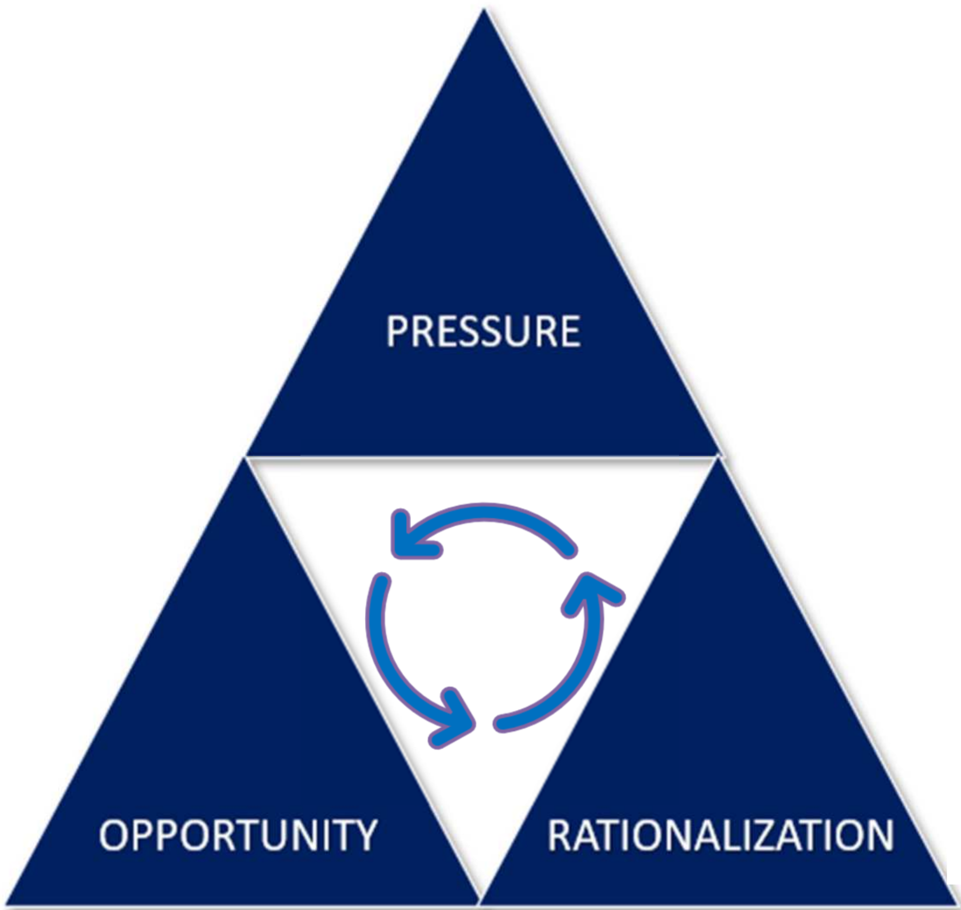
REQUIRED COMMUNICATIONS
(continued)

14. Our Responsibility Related to Fraud
    - Plan and perform the audit to obtain reasonable assurance that there is no material misstatement caused by error or fraud;
    - Comply with AU-C Section 240: Consideration of Fraud in a Financial Statement Audit;
    - Approach all audits with an understanding that fraud could occur in any entity, at any time, by anyone; and
    - Perform mandatory procedures required by GAAS and our firm policies.

Examples of Procedures Performed

- Discuss thoughts and ideas on where the financial statements might be susceptible to material misstatement due to fraud;
- Understand pressures on the financial statement results;
- Understand the tone and culture of the organization;
- Look for unusual or unexpected transactions, relationships, or procedures;
- Discussions with individuals outside of finance;
- Evaluate key processes and controls; and
- Consider information gathered throughout the audit.

REQUIRED COMMUNICATIONS - FRAUD



PRESSURE

- Pressure can be imposed due to economic troubles, personal vices and unrealistic deadlines and performance goals.
- There are increased pressures due to economy and minimal salary increases.

OPPORTUNITY

- Generally provided through weaknesses in internal controls.
- Tone at the top is important.
- We assess controls and tone at the top.

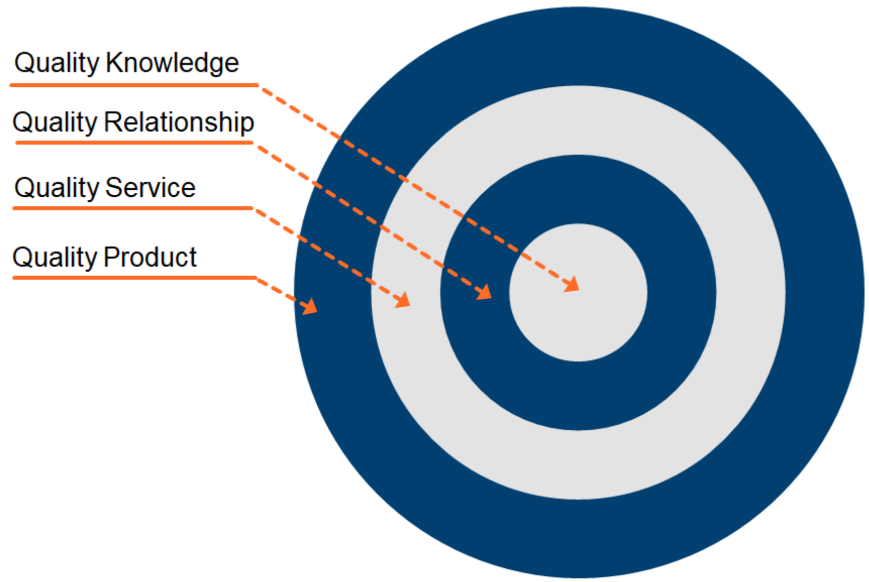
RATIONALIZATION

- Individuals develop a justification for their fraudulent activities.
- Increased rationalization due to minimal salary increases and less personnel.

SBC's Service Pledge to You

We will consistently deliver a **Quality Product** and **Quality Service** so that we have the opportunity to establish a **Quality Relationship** with you, allowing us to provide you with **Quality Knowledge** for your continual success. Only after we have provided you with the knowledge that enables your business to grow and prosper, have we ***hit the bullseye!***

Our commitment to you is the execution of our Bullseye Philosophy. We execute this philosophy for every client, on every engagement, every time.



Engagement Team
Key Contact Information

Christopher Lehman, CPA, MBA

Engagement Partner

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Mobile: 301-785-7408
clehman@sbandcompany.com

Executive Assistant: Danae Henry
Office: 410-584-0060
dhenry@sbandcompany.com

Maryland
10200 Grand Central Avenue
Suite 250
Owings Mills, MD 21117
410.584.0060

Washington, D.C.
1200 G Street, NW
Suite 809
Washington, DC 20005
202.434.8684

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FY23 General Fund Surplus Allocations - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
12.12.23_FY23_GF_Surplus_Allocations_Memo.pdf	FY23 General Fund Surplus Allocations

CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department
One East Franklin Street • Hagerstown, MD 21740
Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

Date: December 12, 2023

Subject: FY23 General Fund Surplus Allocations

As noted during the audit review, the General Fund ended FY23 with a surplus of $3.3 million and an unassigned fund balance of $18.4 million. It is important that the General Fund reflected a strong fiscal result as staff plans for the upcoming bond issue and bond refunding combined for the Hagerstown Field House and HUB City Parking Garage. Since the unassigned fund balance exceeds the City's financial policy of 17%, there are some surplus allocations that staff recommend for consideration. Most of the allocations mentioned below are time sensitive and priority areas that need addressed. If the requested changes are agreeable, staff will include for approval and adoption at the December 19th Regular Session.

FY23 General Fund Surplus Allocation Recommendations:

1. **$1.7M** transfer to **Citywide ERP Software System Replacement (C0739)** is needed as the City's current software system, MUNIS, is over thirteen years old. An RFP has already been completed to start this process and funding will be critical. Bond funding will not be an option for the City as it was during the MUNIS implementation.
2. **$100K** transfer to **Police Department Building (C0308)** to help cover a portion of renovation needs on the third floor.
3. **$500K** transfer to **Hagerstown Field House (C0041)** to continue with funding needs for the construction and equipment associated with this new building.
4. **$200K** transfer to CIP toward **Fire Department relocation** needs. The Fire Department administration staff is currently in the former Market House building that the City previously owned. The current owners of that building extended two years for the City to continue to occupy space which ends in August 2024. The current owners have plans and need the Fire Department to move out to expand its business. As such, time is critical and funding will be necessary to help find space that can accommodate the requirements of this staff.
5. **$600K** to be utilized across various FY25 capital budget requests.
6. **$200K** to remain in the General Fund Fund Balance Reserve account.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
December_19__2023_Preliminary_Agenda.pdf	December 19, 2023 Preliminary Agenda

MAYOR AND CITY COUNCIL
REGULAR SESSION
(83RD VOTING SESSION)
DECEMBER 19, 2023
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."

PRELIMINARY AGENDA

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

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

I. CALL TO ORDER - Mayor Tekesha Martinez

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. Rules of Procure – *Effective December 15, 2020*
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:
1. Tuesday, January 2, 2024 – No Meeting Scheduled
2. Tuesday, January 9, 2024 - Work Session at 4:00 p.m.
3. Tuesday, January 16, 2024 – Work Session at 4:00 p.m.
4. Tuesday, January 23, 2024 – Regular Session at 7:00 p.m.
5. Tuesday, January 30, 2024 – No Meeting Scheduled

V. GUESTS

Recognition of Retirement of Fire Chief Steven Lohr
Certificate of Appreciation: Milestone Anniversary Recognition to Board and Commission Members
Special Recognition – For Our Kids' Sake
Special Recognition – Washington County Museum of Fine Arts School

VI. OATH OF OFFICE

John DiBacco – Fire Chief
Adam Hopkins – Deputy Fire Chief

VII. CITIZEN COMMENTS

Citizens are welcome to provide comments in person or by sending an email to councilcomments@hagerstownmd.org no later than 5:00 p.m. on Tuesday, December 19, 2023. Include your full name, home street address, and topic of your comments. You may attach a letter to the email or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VIII. MINUTES

November 6, 2023, November 7, 2023, November 14, 2023, and November 21, 2023

IX. CONSENT AGENDA

A. Engineering:
1. Street Tree Planting and Reforestation - Advantage Landscape and Construction, Inc. (Hagerstown, MD) $ 62,440.48
2. FY24 Alley Reconstruction – *material to be provided December 12, 2023*

B. Fire:
1. Paratech Air Lift Bags – Fire & Rescue Products (Harrisburg, PA) $ 16,870.21

C. Information Technology:
1. ESO Fire RMS-Incident Management Annual Software Renewal – ESO Solutions (Dallas, TX) $ 26,568.45

D. Police:
1. Axon Contract for Software Licenses – Axon Enterprise, Inc. (Scottsdale, AZ) $ 192,879.00

E. Public Works:
1. July 4th Fireworks Display at Fairgrounds Park – Starfire Corporation (St. Benedict, PA) $ 28,000.00
2. Upgraded Hardware and Software, Installation, and Freight for 3rd Parking Deck – HUB Parking Technology USA, Inc. (Warrendale, PA) $ 63,035.85

F. Utilities:
1. Light: Emergency Repairs to Unit 121 – Transteck, Inc. (Hagerstown, MD) $ 11,367.08
2. Water: Treatment Chemicals FY24 and FY25 – Various Suppliers - $ 1,659,046.50
3. Wastewater: Treatment Chemicals – Various Suppliers - $ 770,358.80
4. Wastewater: Emergency Repair Fermenter Air Scrubber – Source Technology (Lexington, KY) $ 19,967.33
5. Wastewater: Pump Station 33 Construction Project – Garney Construction, LLC (Fairfax, VA) $ 5,192,444.00

X. UNFINISHED BUSINESS

No Unfinished Business

XI. NEW BUSINESS

A. Introduction of an Ordinance: Amending the City Code Chapter 33, Code of Ethics, and Chapter 35, Ethics Commission
B. Introduction of an Ordinance: Quit Claim with Higgins
C. Introduction of Ordinances: Quit Claim Portion of Alley 3-13 – Higgins Family Revocable Trust Agreement and Zamaray Properties, LLC
D. Approval of a Resolution: Approving Nonprofit American Rescue Plan Act (ARPA) Subrecipient

Agreements
E. Approval of a Resolution: Subrecipient Grant Agreements for American Rescue Plan Act (ARPA) Restaurant Ready Grant Program
F. Approval of a Resolution: Supplemental Parking Lease Agreement No. 2 for Parking with the State of Maryland, Judiciary, District Court
G. Approval of a Resolution: Little League Electricity Only User Agreement with Federal Little League of Hagerstown, Inc.
H. Approval of a Resolution: Accept Offer of Dedication for Star Drive, Plateau Court, and Klick Way by Hillside Manor, LLC
I. Approval of a Resolution: Additional Subrecipient Agreements for Non-profit Grant Program – *pending December 12, 2023 discussion*
J. Approval of Program Open Space Application
K. Approval of FY23 General Fund Surplus Allocations

XII. CITY ADMINISTRATOR COMMENTS

XIII. MAYOR & COUNCIL COMMENTS

XIV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Proposed Amendments to Chapter 204, Signs - The Billboard 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	Description
M_CC_Packet_update_Billboard_ord_12_6_2023.pdf	Proposed Amendments to Billboard 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, Director
Paul Fulk, Neighborhood Services Manager

DATE: December 6, 2023

SUBJECT: Proposed Amendments to Chapter 204, Signs – The Billboard Ordinance

Staff will be present at the December 12 work session to review Chapter 204 and proposed amendments to this code in response to requests from the public and to update language that has become dated or is inconsistent with Supreme Court direction on signs.

Summary of Current Off-Premises Advertising Sign Regulations (Chapter 204 – Signs)

Chapter 204 regulates off-premises advertising signs or billboards. Such signs are used to promote activity, events, or enterprises that are located on a different property from where the sign is located. The purpose of these regulations is to reasonably accommodate off-premises advertising signs while also establishing minimum standards intended to further traffic safety, maintain and enhance the aesthetic environment of the city, and minimize possible adverse effects of signs on nearby public and private property. This code is administered by the Chief Code Official. Chapter 204 dates to at least 1967 and was repealed and readopted with revisions in 1999. This code has not been modified since.

The following is a quick summary of the City's billboard provisions:

1. billboards are prohibited in residential zoning districts and must be setback from residential districts by 100 feet if unlit and 500 feet if lit;
2. billboards must be distanced from one another by at least 500 feet;
3. there can be no more than one billboard per property;
4. the maximum height of a freestanding billboard is 30 feet;
5. the maximum size of a sign face is 300 square feet;
6. billboards may contain one or two sign faces, but a billboard with two sign faces must have the signs faces placed back-to-back;
7. billboards must be setback 25 feet from the street right-of-way;
8. there are landscaping provisions for the base of billboards; and

9. the following types of off-premise advertising signs are prohibited in the city:
    a. portable signs
    b. rooftop signs
    c. signs attached to stationary equipment
    d. signs with lights that flash, blink, or turn off intermittently.

As you can see from the attached map and inventory of the existing billboards in the city, many of the billboards in the city pre-date some or many of the above code provisions. They would be considered grandfathered.

Attached is a summary document that compares City billboard regulations with what is required by Washington County for outside city locations and what is required by the State Highway Administration for signs along federal or state roadways.

Requests Requiring Code Amendment

Over the last several years, Planning staff have been contacted by several individuals regarding requests that would require amendment to Chapter 204 or requesting that we not make certain revisions to the code. The following are the requests:

1. A property owner with two billboards containing 4 sign faces in the CG zoning district indicated he would like to be able to have digital billboards. ***(#9d above prevents staff from approving digital billboards.)***
2. A representative from one of the three billboard owners in the city requested that we not amend the code to allow digital billboards, because it would put him at a competitive disadvantage.
3. A representative of a local development company indicated they would like to be able to put up three-sided billboards in the city, like are in place near the corner of Massey and Halfway Blvd. ***(#6 above prevents staff from accommodating such a request.)***
4. A property owner in the downtown area has indicated they would like to put up a building-mounted digital sign to advertise their business and to promote activities and enterprises that are located off-premises. ***(#7 and #9d above prevents staff from approving an off-premise advertising sign with these characteristics.)****

    *An additional impediment for the fourth request is that City Code does not allow a single sign to be both an on-premise and off-premise advertising sign. On-premise advertising signs are regulated by the zoning ordinance with certain provisions. Off-premise advertising signs are regulated by Chapter 204 with another set of quite different provisions. Recent Supreme Court direction on signs prohibits sign regulation distinctions based on sign content, but does allow sign regulation distinctions based on location – such as on- or off-premises. There is not a way to accommodate this hybrid request without perhaps discarding all of the City's sign provisions. The zoning ordinance would allow the property in question to have a sizeable on-premise advertising sign. If

Chapter 204 were amended, they could also install a wall-mounted, digital sign as desired for off-premises advertising (if approved by SHA).

Proposed Amendments

Staff are proposing the following amendments to update the code, to be consistent with other jurisdictions' codes where it seems prudent to do so, and to remove provisions or restrictions in the existing code which no longer seem desirable or necessary. The proposed amendments can be seen in the attached copy of the ordinance with changes highlighted in red.

1. Sec. 204-1, 204-2, 204-3, 204-5, 204-6, 204-new 7, 204-new 8, 204-new 9. – Minor tweaks to language to clarify terms, definitions, the date for grandfathered signs, and the administrative and appeal process. Administration would go from the Chief Code Official to the Department. (PCAD).

2. Sec. 204-3 and 204-4. Define the institutional district (INST), the mixed-use districts (CC-MU and N-MU), and the residential districts (RMOD, RMED, RH, and RO) and identify them as prohibited locations for billboards.
    a. **WHY?** – the code already prohibits billboards in residential districts.
    b. **WHY?** – residential areas/districts are also prohibited billboard locations by the County and State Highway Administration.
    c. **WHY?** – the INST, CC-MU and N-MU districts either include residential properties or are in close proximity to residential properties.

3. Sec. 204-4. Remove all the exception provisions.
    a. **WHY?** - they apply to on-premise signs which is not the subject of this chapter.
    b. **WHY?** - a 2022 Supreme Court decision prohibits making distinctions in sign regulations based on the content of the sign message. The decision does allow a distinction based on location – on-premise versus off-premise.

4. Sec. 204-6 (A). Reduce the spacing requirements between billboards from 500 feet to 300 feet.
    a. **WHY?** - this matches the State Highway Administration's requirement.

5. Sec. 204-6 (B). Make it clear the street setback provision is for freestanding billboards and not building-mounted billboards.
    a. **WHY?** – it would appear that this code did not factor in the possibility of building-mounted billboards.

6. Sec. 204-6 (B). Add intersection right-of-way setback requirements for freestanding billboards – 300 feet from a Dual Highway intersection and 100 feet from any other intersection.
    a. **WHY?** - this matches the County requirement.

7. Sec. 204-6 (C). Make it clear the illumination prohibition for proximity to residential areas is for internally illuminated or digital billboards.
    a. **WHY?** – external light washing over a sign does not create a significant impact, however internally glowing or digital signs could.

8. Sec. 204-6 (E). Allow freestanding billboards to also be three-sided in a triangular configuration.
    a. **WHY?** - this is allowed in the State Highway Administration's provisions.
    b. **WHY?** – it was requested by a local company.

9. Sec. 204-6, (F) and (G). Delete the provisions about trim work on signs and length and width of signs.
    a. **WHY?** – Not necessary in staff's opinion. Maximum square footage provision is enough.

10. Sec. 204-6 (new F). Add area maximum for building-mounted billboards that is one square foot per linear foot of the wall it is mounted on with a maximum of 300 square feet.
    a. **WHY?** – the formula proposed takes into consideration placement of billboards on relatively small buildings or for much more expansive buildings. Doesn't seem appropriate to have the same parameter for each circumstance.
    b. **WHY?** – one square foot per linear foot is the maximum for building-mounted on-premise signs for storefronts downtown that are 50 feet or less wide.

11. Sec. 204-6 (new G). – Allow digital billboards with auto-dimming and stationery image restrictions.
    a. **WHY?** - this matches the State Highway Administration's provisions.
    b. **WHY?** – the auto-dimming and stationery image restrictions are also in the Land Management Code for on-premise signs.
    c. **WHY?** – digital signs have been requested by a property owner.

12. Sec. 204-7. Remove the landscaping provisions around freestanding billboards.
    a. **WHY?** – this creates maintenance issue which looks unsightly if untended and creates enforcement work for staff.
    b. **WHY?** – nearly all existing freestanding billboards pre-date this requirement, so none of them have it anyway.

13. Sec. 204-new 8 (A)1. – Have the portable sign prohibition be for any such sign, not just those with changeable message boards.
    a. **WHY?** – this matches the State Highway Administration's requirement.
    b. **WHY?** – the issue of concern was portability and impermanence, not message type.

14. Sec. 204-new 8 (A)2. – Clarify the lighting feature which is prohibited – strobing and revolving, not flash, blink, or turn on and off – and that digital signs are not included in the prohibition.
    a. **WHY?** – strobing and revolving is the lighting issue of concern in current times.
    b. **WHY?** – makes it clear digital signs are not included in the prohibition.

15. Sec. 204-new 8 (A)5. – Prohibit any signs which mimic traffic signs or which obscure traffic control devices and obscure drivers' view of other traffic.
    a. **WHY?** – this matches State Highway Administration's restrictions and is sensible for any roadway.

16. Sec. 204-new 8 (A)6. – Add prohibition for any sign visible from the interstate or a state or federal scenic byway, unless otherwise approved by SHA or FHA.
    a. **WHY?** – matches State Highway Administration's restrictions.

17. Sec. 204-new 10. Add an expiration provision if an old billboard has transitioned into being an on-premise sign. The former billboard would be considered non-conforming for an on-premise sign and subject to the provisions of the Land Management Code (chapter 140).
    a. **WHY?** – there are at least two former billboards that at some point in the past transitioned to being signs for the business on that location and are no longer advertising off-premise enterprises, events, etc. Having that sign no longer considered a billboard removes it from the sign distancing provisions for new billboards.
    b. **WHY?** – a property owner has requested to install a building-mounted billboard which is too close to one of these expired billboards. This change would allow the new billboard to be approved.

Next Steps

When the Mayor and Council are ready, proposed amendments can be added to a future regular session to start the introduction and approval process.

Attachments
C:

Blaine Mowen, Chief Code Official
Jill Thompson, DCED Director
Doug Reaser, Economic Development Manager
Ann Rotz, City Attorney
Jason Morton, City Attorney

Chapter 204 Signs – Off-premises and Billboards

204-1. Short title.

This chapter shall hereinafter be known and cited as the "~~Sign~~ Billboard Ordinance."

§204-2. Purpose.

A. There is a significant relationship between the manner in which off-premises advertising signs and billboards are displayed and the public safety and the value and economic stability of adjoining properties. The reasonable display of off-premises advertising signs and billboards is necessary as a public service and necessary in order to conduct competitive commerce and industry.

B. The purpose of this chapter is to establish minimum standards for off-premises advertising signs and billboards within the City of Hagerstown to further traffic safety by minimizing distractions and obstructions, to encourage the effective use of signs as a means of communication, to maintain and enhance the aesthetic environment and the City's ability to attract sources of economic development and growth, to minimize the possible adverse effects of off-premises advertising signs and billboards on nearby public and private properly and to enable the fair and consistent enforcement of this chapter.

§204-3. Definitions.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section:

BILLBOARD -An ~~freestanding~~ outdoor off-premises board displaying advertisements ~~advertising structure.~~

DEPARTMENT – Planning and Code Administration Department

DIGITAL SIGN - A sign which automatically changes message or copy electronically to create static images of a certain fixed duration. For purposes of this Chapter a digital sign shall not include full-motion video or scrolling, rolling or dissolving images, or signs maintained by the City of Hagerstown within the public right-of-way for a public purpose or benefit.

FACE - The surface of any sign or billboard upon, against, or through which the message is displayed or illustrated on said sign or billboard.

FREESTANDING - Any structure not permanently affixed or attached to a building or other permanent improvement.

INSTITUTIONAL ZONING DISTRICT – The INST zoning district as defined in Chapter 140.

LOT - Any piece or parcel of land or a portion of a subdivision that is recorded in the land records of Washington County, Maryland.

MIXED-USE ZONING DISTRICTS – The CC-MU and N-MU zoning district as defined in Chapter 140.

OFF-PREMISES ADVERTISING SIGN - Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is not available or located on the premises. An off-premises advertising billboard includes any sign, billboard or other structure which displays multiple messages and includes at least one message which advertises anything which is not available or located on the premises.

ON-PREMISES SIGN – Any sign, billboard or other structure or vehicle which advertises an event, product, service, business or entertainment media which is available or located on the premises.

PORTABLE SIGN -Any off-premises advertising sign not permanently affixed to the ground or a building or not designed to be permanently attached to the ground or a building.

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

RESIDENTIAL ZONING DISTRICT – The RMOD, RMED, RH, and RO zoning districts as defined in Chapter 140.

ROOFTOP SIGN - Any off-premises advertising sign located on or attached to the roof of a building, garage, shed or other structure, including a porch roof, lower level roof or a roof on any level of such structure.

SIGN - Any structure, display or device that is arranged, intended, designed or used as an off-premises advertisement, announcement, identifier, description, or direction to attract the public's attention.

SUBSTANTIAL RECONSTRUCTION – Replace or rebuild existing off-premises advertising sign that changes the structural design of the original off-premises advertising sign, height, number of sign faces, type of sign face, etc.

§204-4. ~~Residential~~ Location restriction.

It shall be unlawful for any person to erect and thereafter maintain within any residential, mixed-use, or institutional zoning district of the City any billboard or other off-premise advertising sign~~, with the following exceptions.~~ which is visible from other properties in those districts or from a public right-of-way.

~~A. Real estate signs. Real estate signs erected temporarily for the purpose of advertising the sale or rental of only the premises or a portion of the premises upon which they are located provided that if any such sign is erected, it shall be removed as soon as it has served its purpose, that is, immediately upon the sale or the rental of such premises or portion thereof, and provided, fu1ther, that no such sign shall exceed eight square feet in area. This exception is not intended to permit the erection of signs adve1tising the rental of rooms for temporary lodging to tourists or other transients, the erection and maintenance of which signs are hereby expressly prohibited.~~

~~B. Professional nameplates. Professional nameplates not exceeding one square foot in area.~~

~~C. Signs and bulletin boards. A sign or bulletin board not exceeding 12 square feet in area, so placed as not to interfere with or obstruct the view across any intersecting street and erected upon the premises of a church or charitable institution for the purpose of displaying the name and activities hereof or the service to be held therein.~~

~~D. Governmental signs. Signs of any size or shape erected by or under the direction of any governmental body or agency in any location for purpose of promotion, identification, direction, safety or convenience of the public.~~

~~E. Subdivision identification. Permanent subdivision identification signs which do not exceed 20 square feet in surface area per face, limited to two faces, not exceeding one per main entrance and set back 15 feet from the curb line.~~

~~F. Development signs. Temporary development signs advertising the sale or rental or structures which have a maximum surface area of 60 square feet, limited to two faces, maximum height of 15 feet, indirectly illuminated, and set back 10 feet from the street line.~~

~~G. Construction sign. Temporary construction signs limited to one each for contractors, architects, financing, etc., nonilluminated and set back 15 feet from the street line, and permitted only while construction is in progress or for such time as may be required by federal requirements for financing for extending advertising.~~

~~H. Historic signs. Memorial tablets or signs and historical markers, flags, and insignias of bona fide civic, charitable, fraternal and welfare or religious organizations and national flags and flags of political subdivisions of the United States.~~

~~I. Political signs. One or more political campaign signs which, in the aggregate, do not exceed a total of 32 square feet in area, on any privately owned lot. Each such sign shall be erected and maintained in compliance with all applicable election laws.~~

~~J. Nonbusiness signs. Nonbusiness signs may be erected for a period not to exceed 90 days in any calehdar year by or for the owner or lawful occupant of any lot or structure which said signs, in aggregate, do not exceed a total of six square feet in area, nonilluminated.~~

~~Such signs must be set back at least 10 feet from the curbline on any lot or fixed to an occupied dwelling, structure or building, except where such dwelling, structure or building is located less than 10 feet from the curb and in that event the setback is the lesser of 10 feet or the distance between the dwelling structure or building and the curbline.~~

§204-5. Off-premises advertising sign restrictions.

A. No off-premises advertising sign which was not in existence ~~on the effective date of this chapter~~ prior to March 15, 1999 shall be permitted within the City limits of the City of Hagerstown, unless said sign is in compliance with the provisions of this chapter. Any off-premises advertising sign existing outside of the City limits immediately prior to annexation, which is subsequently annexed into the City limits, shall be considered to have existed ~~on the effective date of this chapter~~ prior to March 15, 1999.

B. No increase in size or height, number of sign faces, change to digital, internally illuminated sign face, or relocation of an existing off-premises advertising sign shall be permitted after ~~the effective date of this chapter~~ March 15, 1999, unless the property and off-premises advertising sign is in compliance with this chapter.

~~C. No off-premises advertising sign in existence on the effective date of this chapter, that is illegal or otherwise violative of any law, ordinance, or regulation, shall be deemed lawful merely as a result of its compliance with this chapter. This chapter is in addition to, and does not supersede, any existing law, ordinance or regulation that may be applicable.~~

D. It shall be unlawful for any person, partnership, corporation, or other entity to own, construct or maintain an off-premises advertising sign within the City limits of the City of Hagerstown without first obtaining a building permit for such off-premises advertising sign and remitting the required permit fee. A building permit is required for each off-premises advertising sign, regardless of size or type. No building permit shall be issued unless the off-premises advertising sign is in compliance with the standards, restrictions and requirements of this chapter. This permit requirement shall not be applicable to any off-premises advertising sign in existence ~~on the effective date of this chapter~~ prior to March 15, 1999, except upon replacement thereof or the substantial reconstruction, repair, or modification thereof.

E. All building permit applications for off-premises advertising signs shall be filed with the ~~building inspector and shall state the following:~~ Department.

~~(1) The name and address of the owner of the off-premises advertising sign and the name and address of the owner of the property on which the said sign is or will be located.~~

~~(2) A statement that the off-premises adve1tising sign is or will be constructed in accordance with all applicable state and City regulations, including the building and electrical codes in effect at the time of construction.~~

~~(3) The approximate location of the off-premises advertising sign and the approximate location of buildings on the property where the said sign is or will be located.~~

~~(4) The size, height, setback, type and number of faces on each off-premises advertising sign.~~

~~(5) The date of the construction of the off-premises advertising sign and the company, number, state permit number and building pem1it number, if any.~~

~~F. Any off-premises advertising sign which has not been issued a permit from the building inspector and the requisite permit fee paid shall be removed within 60 days of written notification by the building inspector the owner of said sign or landowner upon which the off-premises advertising sign is located.~~

~~G. The permit issued for each off-premises advertising sign will be displayed on the molding, trim or base on the lower right corner of each off-premises advertising sign in a manner to be readable from the ground. Each permit shall contain the name of the owner of the said sign, the current address and phone number of the owner and the voltage of any electrical apparatus used.~~

~~H. The permit fee for each off-premises advertising signs shall be established and specified by the Mayor and City Council from time to time.~~

§204-6. Standard for off-premises signs.

The following standards shall apply to all off-premises advertising signs which are constructed after ~~the effective date of this chapter~~ March 15, 1999 and to existing off-premises advertising signs which are replaced entirely or are substantially reconstructed, repaired or modified.

A. Not more than one off-premises advertising sign shall be allowed per lot and no new off- premises advertising sign shall be located within ~~500~~ 300 feet of any existing off-premises advertising sign, regardless of the number of lots in between. This restriction shall not be applicable to any off-premises advertising sign ~~in existence on the effective date of this chapter~~ prior to March 15, 1999 when said sign is ~~being replaced, reconstructed,~~ repaired without substantial reconstruction ~~or modified~~.

B. All freestanding off-premises advertising signs shall be set back not less than 25 feet from the right-of-way line of all streets. All freestanding off-premises advertising signs shall be setback at least 300 feet from an intersection of the Dual Highway and at least 100 feet from any other intersection. This setback line restriction shall not be applicable to any off- premises advertising sign ~~in existence on the effective date of this chapter~~

prior to March 15, 1999 when said sign is being ~~replaced, reconstructed,~~ repaired without substantial reconstruction ~~or modified~~.

C. No off-premises advertising signs shall be located within 100 feet of a City residential zoning district, and if internally illuminated or digital, within 500 feet of a City residential zoning district. This restriction shall not be applicable to any off-premises advertising sign ~~in existence on the effective date of this chapter~~ prior to March 15, 1999 when said sign is being ~~replaced, reconstructed,~~ repaired without substantial reconstruction ~~or modified~~.

D. No off-premises advertising sign face on a freestanding structure shall exceed a total of 300 square feet per sign face in surface area including trim, nor shall it contain more than one message per face, except for complementary or joint messages.

E. ~~No more than two~~ Freestanding off-premises advertising signs may have one, two, or three faces ~~are permitted per off-premises advertising sign. All off-premises advertising signs with~~ Two-faced ~~faces~~ signs shall have the two faces placed back-to-back. Three-faces signs shall have the faces placed in a triangular configuration.

~~F. Each off-premises advertising sign shall be framed with trim work, which shall be no smaller than six inches and no larger than one foot in width.~~

~~G. No off-premises advertising sign shall exceed a vertical dimension of 14 feet nor a total horizontal dimension of 25 feet.~~

F. No off-premises advertising sign face attached to a building shall exceed one square foot per linear foot of the wall it's mounted on with a maximum of 300 square feet permissible. No more than one wall-mounted off-premises advertising sign is permissible per property. Must be mounted flush to the wall.

G. Digital off-premises advertising signs are permissible provided they are equipped with auto dimming that adjust the brightness to the ambient light at all times of the day and night, hold a stationary image for at least 8 seconds, do not have flashing, moving, or video images, and have a maximum 1-2 second transition time between images.

H. No freestanding off-premises advertising sign shall exceed 30 feet in height measured from the grade to the highest point of the structure.

~~§204-7. Landscaping requirements.~~

~~The following landscaping requirements shall apply to all freestanding off-premises advertising signs which are constructed after the effective date of this chapter and to existing freestanding off-premises advertising signs which are replaced entirely or are substantially reconstructed, repaired or modified. such that the cost of such reconstruction, repair or modification exceeds 50% of the current replacement cost of said sign.~~

~~A. A landscape strip of an area equal to or greater than the surface area of a sign face and at least as long as the sign length shall be located immediately adjoining the supporting structure on each face side of the sign.~~

~~B. Eight feet in height.~~

~~(1) For all signs exceeding eight feet in height, a hedge or other durable planting with a minimum height being no less than that which places the top of the durable planting within 12 inches of the bottom of the sign face, and attaining a height equal to the bottom of the sign face within four years after planting, is to extend the entire length of the required landscape strip.~~

~~(2) For all signs up to eight feet in height, a perennial ground cover is to extend the entire length of the required landscape strip. Common grasses shall not satisfy this requirement.~~

~~C. For all signs exceeding 15 feet in height, two flowering trees shall be placed within the required landscape strip.~~

~~D. Single faced structures with the rear viewable from a public right-of-way or other public prope1ty shall have equally spaced evergreen trees planted in the rear of the structure. The number of trees shall be equal to two, or the number of supporting members of the structure, whichever is greater. The reverse side of the sign shall be a one earthtone color.~~

~~E. Existing or alternative landscaping materials may be utilized to meet the requirements of this subsection provided that they substantially comply with the standards specified herein.~~

§204-87. Maintenance.

All off-premises advertising signs, structures, and faces ~~and landscaping~~ shall be kept in good repair and properly painted and maintained in a skillful and reasonable manner. All exterior lighting and illumination will be oriented toward the ground. ~~All new off-premises advertising signs constructed after the effective date of this chapter shall be in compliance with the provisions of this chapter, building code, electrical code and any applicable City laws, ordinances or regulations.~~Any plan to substantially reconstruct an off-premises advertising sign or alter the number of type of sign faces on an existing billboard shall only per permissible if in compliance with this Chapter.

§204-98. Prohibited signs.

A. Regardless of whether any such sign was in existence ~~on the effective date of this chapter~~ prior to March 15, 1999, the following off-premises advertising signs are specifically prohibited:

(1) Portable signs ~~with changeable message boards~~.

(2) Any signs which include strobing or revolving lights ~~that flash, blink or turn on or off intermittently, with the exception of time and temperature displays~~. This prohibition shall not apply to digital signs which are regulated as to image changing in §204-6.

(3) Rooftop signs

(4) Signs on or attached to stationary equipment such as semitruck trailers where signing is the apparent principal use of the equipment on either a temporary or permanent basis.

(5) ~~Signs located in the streets, alleys, sidewalks or public rights-of-way of the City of Hagerstown without the express permission of the City of Hagerstown.~~ Any signs which mimic traffic signs or which obscure drivers' view of other traffic.

(6) Any signs visible from the interstate or a state or federal scenic byway, unless otherwise approved by State Highway Administration (SHA) or Federal Highway Administration (FHA)

~~B. Any such sign existing on the effective date of this chapter shall be permitted to exist in its present location for a period of five years from the effective date of this chapter.~~

§204.~~10~~9 Enforcement; appeals; violations and penalties.

A. The provisions of this chapter shall be enforced by the ~~Building Inspector~~ Department ~~and all appeals shall be taken as if from the City Building Codes~~. Enforcement actions shall be prosecuted against the owner of an off-premises advertising the sign, the tenant of the property on which the off-premise advertising sign is located, and/or the owner of the property on which the off-premises advertising sign is located. Any person 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 Board of Code Appeals.

B. Any owner of a sign or landowner upon which a sign is located whose sign does not display the required permit as provided for in this chapter or who otherwise violates any of the provisions of this chapter shall be guilty of a municipal infraction. Pursuant to Article III, Chapter 1, of the City Code, each day the sign exists without a permit or in violation of this chapter shall be a separate offense.

C. The fine for violation of this chapter shall be $100 for each initial violation, and $200 for each day thereafter that the violation continues.

~~**§204-11. When effective.**~~

~~All provisions of this chapter shall be in full force and effect on and after the effective date of this chapter.~~

§204-10 Expiration of Off-Premises Designation

Any off-premises advertising sign utilized on a premises to advertise anything which is available or located on said premises for a period of two-years shall lose the designation as an off-premises advertising sign. This sign would be designated as a non-conforming on-premises sign and be subject to the provisions of Chapter 140, Land Management Code.

Billboards - Off-Premise, Outdoor Advertising

	Current Regs in Chapter 204: Signs	SHA Regs for State and Federal Roads	Washington County Zoning Ordinance
Permit required	Yes	If for location visible from State or Federal shield road (e.g., US 11, US 40, MD 65, MD 60, MD 58, MD 64, MD 632). After get City permit, apply for SHA permit.	Yes, and site plan. No new billboard approved unless another is removed.
Prohibited Locations	Residential zoning districts.	1. If visible from Interstate. 2. If visible from Scenic Byway - National Road. 3. Residential, Agricultural and Conservation areas.	1. residential zoning districts. 2. airport district. 3. outside UGA. 4. if visible from historic resource. 5. within 1,000 feet of State or Federal shield roads. 6. within ROW.
Prohibited Characteristics	1. portable signs with changeable message boards. 2. flashing, blinking lights. 3. roof top signs. 4. Signs attached to stationary equipment.	1. Flashing or moving lights. 2. Mimic traffic signs. 3. mounted to tree, painted on rock, etc. 4. obscure traffic control device. 5. obscure drivers' view of other traffic.	1. flashing or moving lights. 2. Mimic traffic signs. 3. mounted to tree, etc. 4. obscure traffic device. 5. obscure drivers' view of traffic. 6. obscure view of another billboard. 7. obscene, indecent, or immoral content. 8. portable.
Limit per Property	Maximum of one sign per lot.	N/A	N/A
Spacing requirement between Billboards	500 feet	300 feet	500 feet
Setback from ROW	25 feet	N/A	1. 300 feet from intersection of a dual highway. 2. 100 feet of any other intersection. 3. zoning setbacks elsewhere.
Seperation from Residential districts	100 feet if unlit; 500 feet if lit.	N/A	500 feet if unlit. 1,000 feet if lit.
Seperation from Other Features	N/A	250 feet from public park, public forest, playground, or cemetery adjacent to State or Federal shield road.	500 feet from hospital, nursing home, and schools. 1,000 feet if lit.
Digital signs permitted?	No.	Yes, with auto dimming, stationary image for 8 seconds, 1-2 second transition time.	No.
Maximum number of Signs per Structure	2 signs	3 signs	2 signs
Maximum Square footage of Single Sign	300 sq.ft.	800 sq.ft. for single sign; 400 sq.ft. per sign if side-by-side sign.	300 feet
Maximum square footage of multiple signs on a Structure	600 sq.ft.	1,000 sq.ft.	600 feet
Multiple sign types allowed	back-to-back	back-to-back, side-by-side, v-shaped, tri-face.	back-to-back
Dimension maximums for signs	14 feet vertical; 25 feet horizontal.	25 feet vertical; 50 feet horizontal.	N/A
Maximum height of Sign Structure	30 feet	N/A	30 feet
Trimwork requirement	minimum width of 6 inchees; maximum width of 1 foot.	N/A	N/A
Landscaping requirement	detailed requirements for around base of sign.	N/A	N/A
Maintenance requirement	Yes	N/A	Yes
Grandfathered Signs	Erected prior to effective date of code (1999) or prior to annexation into city.	Erected prior to July 1, 1975	Erected prior to November 16, 2004.
Replacement of non-conforming signs permitted?	Yes, but if replacement effort is substantial enough new sign must meet code requirements.	Yes, but in-kind only.	Yes.
Modification of non-conforming signs permitted?	No increase in size or height or relocation unless in compliance with code.	No change in material, dimensions, or height.	No increase in size or height.

PCAD, 10/24/2022

Billboard Inventory in Hagerstown

Aug 8 2023

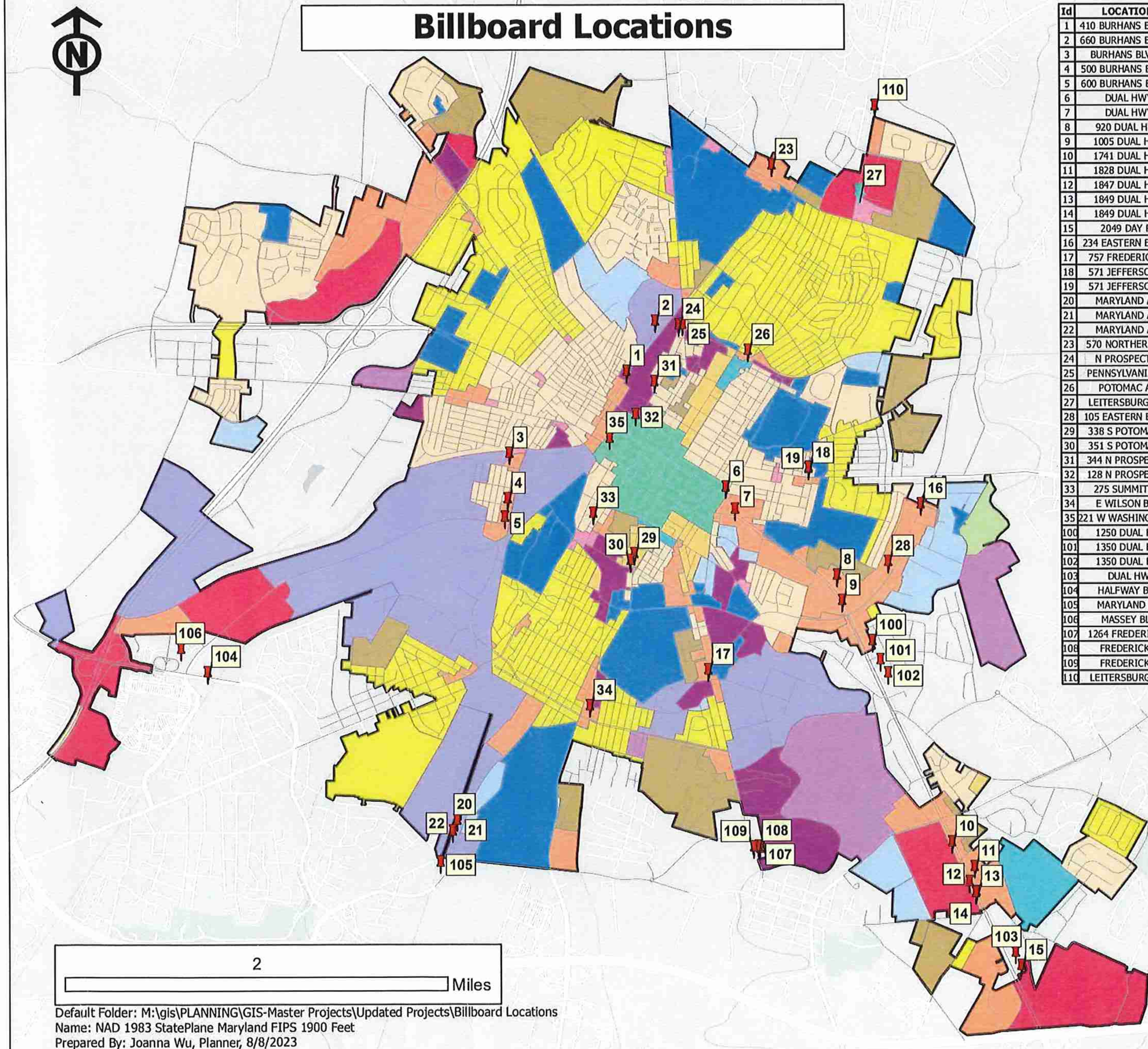
Map #	Street	Location	Type of Billboard	No. of Panels	Billboard Owner	Property Owner	Zoning District
1	N. Burhans	Former TBH	side by side	2	Kegerreis Outdoor Advertising	TBH	IR
2	N. Burhans	Old Fairchild property	v-shape, side by side	4	Kegerreis Outdoor Advertising	DNA Holdings	IG
3	S. Burhans	Traffic island at Ridge and Chase	stacked	2	Kegerreis Outdoor Advertising	Norfolk Southern	CG
4	S. Burhans	Physioc property	back to back	2	Clear Channel	Physioc	CG
5	S. Burhans	Physioc property	v-shape	2	Clear Channel	Physioc	CG
6	Dual Highway	at Cannon - CVS	side by side	2	Kegerreis Outdoor Advertising	CVS	CG
7	Dual Highway	east of Advance Auto	single face	1	Kegerreis Outdoor Advertising	Groh	CG
7	Dual Highway	east of Advance Auto	single face	1	Kegerreis Outdoor Advertising	Groh	CG
7	Dual Highway	east of Advance Auto	single face	1	Kegerreis Outdoor Advertising	Groh	CG
7	Dual Highway	east of Advance Auto	single face	1	Kegerreis Outdoor Advertising	Groh	CG
8	Dual Highway	Property west of M&T Bank	back to back	2	Washco Dev	Washco Dev	CG
9	Dual Highway	at Eastern	v-shape, side by side	3	Kegerreis Outdoor Advertising	Advertising Inc.	CG
10	Dual Highway	beside Chipotle	back to back	2	Washco Dev	Washco Dev	CR
11	Dual Highway	Across from Lawn Mower business	back to back	2	Clear Channel	Lorich	CR
12	Dual Highway	Harrison property	back to back	2	Kegerreis Outdoor Advertising	Carolee	CR
13	Dual Highway	Harrison property	single face	1	Kegerreis Outdoor Advertising	Carolee	CR
14	Dual Highway	Harrison property	single face	1	Kegerreis Outdoor Advertising	Carolee	CR
15	Dual Highway	Across from Younger Toyota	single face	1	Washco Dev	Shaool Holdings	CR
28	Eastern	Rose Wood	back to back	2	Washco Dev	Washco Dev	CG
16	Eastern	Beaver Creek car wash	side by side, back to back	4	Kegerreis Outdoor Advertising	Snook?	CG
17	Frederick	Hub City Auto	v-shape	2	Kegerreis Outdoor Advertising	Consoletti	CG

18	Jefferson	Laundromat	back to back	2	Kegerreis Outdoor Advertising	Hospice of WC	CG
19	Jefferson	Laundromat	single face	1	Kegerreis Outdoor Advertising	Hospice of WC	CG
20	Maryland	Norfolk Southern	back to back	2	Kegerreis Outdoor Advertising	Norfolk Southern	IG
21	Maryland	Norfolk Southern	v-shape	2	Kegerreis Outdoor Advertising	Norfolk Southern	IG
22	Maryland	Norfolk Southern	v-shape	2	Kegerreis Outdoor Advertising	Norfolk Southern	IG
23	Northern	Dwayne's Auto Repair	v-shape, side by side	4	Kegerreis Outdoor Advertising	Lehman	CG
24	Pennsylvania	at N. Prospect	single face	1	Kegerreis Outdoor Advertising	?	RMED
25	Pennsylvania	at N. Prospect	side by side	2	Kegerreis Outdoor Advertising	?	RMED
26	Potomac Ave	at McComas	side by side	2	Kegerreis Outdoor Advertising	Advertising Inc.	N-MU
27	Potomac Ave	south of Stone House Square	back to back	2	Kegerreis Outdoor Advertising	Advertising Inc.	CL
27	Potomac Ave	south of Stone House Square	back to back	2	Kegerreis Outdoor Advertising	Advertising Inc.	CL
29	S. Potomac	at mini-warehouses in Locust Pointe	single face	2	?	Beaver Creek Self Storage	RO
30	S. Potomac	G.S. Images	single face	1	Kegerreis Outdoor Advertising	339 Antietam LLC	IR
31	N. Prospect	across from old Moller warehouse	single face	1	Kegerreis Outdoor Advertising	Property Street LLC	RMED
32	N. Prospect	across from Union Rescue Mission	single face	1	?	Christ Reformed Church	CC-MU
33	Summit	across from old Trolley Barn	side by side	2	Kegerreis Outdoor Advertising	Advertising Inc.	RMED
35	W. Washington	221 W. Washington St	building mounted	2	?	RNJ Enterprises	CC-MU
34	Wilson	Trailer Depot	v-shape	2	Kegerreis Outdoor Advertising	CSX	CG
			TOTAL	73			

OUTSIDE CORPORATE BOUNDARY

Map #	Street	Location	Type of Billboard	No. of Panels	Billboard Owner	Property Owner	Zoning District
100	Dual Highway	Palm Reader	v-shape, side by side	4	Kegerreis Outdoor Advertising	Behpouri	BG
101	Dual Highway	Bowling Alley - west side	v-shape	2	Great Outdoors Advertising	Turner	BG
102	Dual Highway	Bowling Alley - east side	v-shape	2	Great Outdoors Advertising	Turner	BG
103	Dual Highway	Britt-Reed	side by side	2	Kegerreis Outdoor Advertising	Advertising Inc.	HI
104	Halfway	Motel	triangle	3	Great Outdoors Advertising	Omex LLC	BG
105	Maryland	Norfolk Southern	back to back	2	Great Outdoors Advertising	Norfolk Southern	HI
106	Massey	Vitamin Shoppe	triangle	3	Great Outdoors Advertising	2013 Massey Blvd	BG
107	Frederick	Funkstown Hill	single face	1	Kegerreis Outdoor Advertising	Morningstar	RS
108	Frederick	Funkstown Hill	single face	1	Kegerreis Outdoor Advertising	Crampton	RS
109	Frederick	Funkstown Hill	single face	1	Kegerreis Outdoor Advertising	Advertising Inc.	RS
110	Leitersburg Pike	North of Lyles Bldg	back to back	2	Kegerreis Outdoor Advertising	Holcim	BG
			TOTAL	23			

Billboard Locations



Id	LOCATION	PANELS	BLBD_OWNR	PROP_OWNR	ZONING	BLBD_TYPE
1	410 BURHANS BLVD N	2	KEGERREIS	THOMAS BENNETT & HUNTER INC	IR	SIDE BY SIDE
2	660 BURHANS BLVD N	4	KEGERREIS	CSX TRANSPORTATION	IG	V SHAPED, BACK TO-BACK
3	BURHANS BLVD S	2	KEGERREIS	NORFOLK SOUTHERN	CG	STACKED
4	500 BURHANS BLVD S	2	CLEAR CHANNEL	HAGERSTOWN SPRING WORKS	CG	BACK-TO-BACK
5	600 BURHANS BLVD S	2	CLEAR CHANNEL	HAGERSTOWN SPRING WORKS	CG	V SHAPED
6	DUAL HWY	2	KEGERREIS	HUB CITY REALTY ASSOCIATIES LLC	CG	SIDE BY SIDE
7	DUAL HWY	4	KEGERREIS	VINCENT GROH	CG	SIDE BY SIDE
8	920 DUAL HWY	2	WASHCO	WASHCO CENTRE AT ANTIETAM CREEK LLC	CG	BACK-TO-BACK
9	1005 DUAL HWY	3	KEGERREIS	ADVERTISING INC	CG	V SHAPED, BACK-TO-BACK
10	1741 DUAL HWY	2	WASHCO	WASHCO TRISTATE PLAZA LLC	CR	BACK-TO-BACK
11	1828 DUAL HWY	2	CLEAR CHANNEL	LORICH CO INC, C/O ELIZABETH BOYCE	CG	BACK-TO-BACK
12	1847 DUAL HWY	1	KEGERREIS	CAROLEE INVESTMENTS LLC ET AL	CR	SINGLE FACE
13	1849 DUAL HWY	2	KEGERREIS	CAROLEE INVESTMENTS LLC ET AL	CR	BACK-TO-BACK
14	1849 DUAL HWY	1	KEGERREIS	CAROLEE INVESTMENTS LLC ET AL	CR	SINGLE FACE
15	2049 DAY RD	1	WASHCO	SHAOOL HOLDINGS LLC	CR	SIDE BY SIDE
16	234 EASTERN BLVD N	4	KEGERREIS	BEAVER CREEK CAR WASH	CG	BACK-TO-BACK
17	757 FREDERICK ST	2	KEGERREIS	CONSOLETTI JOSEPH J & CAROL A	CG	V SHAPED, BACK-TO-BACK
18	571 JEFFERSON ST	1	KEGERREIS	HOSPICE	CG	SINGLE FACE
19	571 JEFFERSON ST	2	KEGERREIS	HOSPICE	CG	BACK-TO-BACK
20	MARYLAND AVE	4	KEGERREIS	VIRGINIA HOLDINGS CORP	IG	BACK-TO-BACK
21	MARYLAND AVE	2	KEGERREIS	VIRGINIA HOLDINGS CORP	IG	V SHAPED
22	MARYLAND AVE	2	KEGERREIS	VIRGINIA HOLDINGS CORP	IG	V SHAPED
23	570 NORTHERN AVE	4	KEGERREIS	LEHMAN EDWIN J & NATALIE A	CG	V SHAPED
24	N PROSPECT ST	1	KEGERREIS	UNKNOWN	RMED	SINGLE FACE
25	PENNSYLVANIA AVE	2	KEGERREIS	UNKNOWN	RMED	SIDE BY SIDE
26	POTOMAC AVE	2	KEGERREIS	ADVERTISING INC	NMU	SIDE BY SIDE
27	LEITERSBURG PIKE	4	KEGERREIS	ADVERTISING INC	CL	BACK-TO-BACK
28	105 EASTERN BLVD N	2	WASHCO	WASHCO CENTRE AT ANTIETAM	CG	BACK-TO-BACK
29	338 S POTOMAC ST	1	KEGERREIS	339 ANTIETAM LLC	RO	SINGLE FACE
30	351 S POTOMAC ST	1	KEGERREIS	BEAVER CREEK SELF STORAGE	IR	SINGLE FACE
31	344 N PROSPECT ST	1	KEGERREIS	PROPERTY STREET LLC	RMED	SINGLE FACE
32	128 N PROSPECT ST	1		CHRIST REFORMED CHURCH	CCMU	SINGLE FACE
33	275 SUMMIT AVE	2	KEGERREIS	ADVERTISING INC	RMED	SIDE BY SIDE
34	E WILSON BLVD	2	KEGERREIS	CSX TRANSPORTATION	CG	V SHAPED
35	221 W WASHINGTON ST	0		RNJ ENTERPRISES	CCMU	BUILDING MOUNTED
100	1250 DUAL HWY	2	KEGERREIS	BEHPOURI MORTAZA	BG	V SHAPED
101	1350 DUAL HWY	2	GREAT OUTDOORS ADV	TURNER DEV CO INC	BG	V SHAPED
102	1350 DUAL HWY	2	GREAT OUTDOORS ADV	TURNER FRANKLIN	BG	V SHAPED
103	DUAL HWY	2	KEGERREIS	ADVERTISING INC	HI	BACK-TO-BACK
104	HALFWAY BLVD	3	GREAT OUTDOORS ADV	G6 HOSPITALITY PROPERTY LLC	BG	TRIANGLE
105	MARYLAND AVE	2	GREAT OUTDOORS ADV	NORFOLK SOUTHERN	HI	BACK-TO-BACK
106	MASSEY BLVD	3	GREAT OUTDOORS ADV	HALF MAT LLC	BG	TRIANGLE
107	1264 FREDERICK ST	1	KEGERREIS	MORNINGSTAR HOWARD R& PATRICIA L	RS	SINGLE FACE
108	FREDERICK ST	1	KEGERREIS	ADVERTISING INC	RS	SINGLE FACE
109	FREDERICK ST	1	KEGERREIS	CRAMPTON PAUL N JR & PAMELA	RS	SINGLE FACE
110	LEITERSBURG PIKE	2	KEGERREIS	HOLCIM	BG	BACK-TO-BACK

Legend

Billboards
Centerlines

Zoning Districts
AT (Agricultural Transitional)
C2 (Commercial General)
CC-MU (City Center-Mixed Use)
CG (Commercial General)
CL (Commercial Local)
CR (Commercial Regional)
I-MU (Industrial-Mixed Use)
IG (Industrial General)
INST (Institutional)
IR (Industrial Restricted)
N-MU (Neighborhood-Mixed Use)
POM (Professional Office Mixed Use)
POM (Professional Office Mixed)
RH (Residential-High Density)
RMED (Residential-Medium Density)
RMOD (Residential-Moderate Density)
RO (Residential-Office)
Corporate Boundary

2
Miles

Default Folder: M:\gis\PLANNING\GIS-Master Projects\Updated Projects\Billboard Locations
Name: NAD 1983 StatePlane Maryland FIPS 1900 Feet
Prepared By: Joanna Wu, Planner, 8/8/2023

Hagerstown
PLANNING & CODE ADMINISTRATION

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Program Open Space Annual Grant Program - *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

American Rescue Plan Act (ARPA) - Nonprofit Funding Recommendations Update for Three Additional Organizations - *Michelle Hepburn, Chief Financial Officer, and Brooke Garver, Accounting and Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
12.12.23_ARPA_Nonprofit_Funding_Addl_Organizations_Memo.pdf	American Rescue Plan Act Additional Nonprofit Funding Recommendation 12.12.23

CITY OF HAGERSTOWN, MARYLAND
Finance & Accounting Department
One East Franklin Street • Hagerstown, MD 21740
Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

Date: December 12, 2023

Subject: American Rescue Plan Act (ARPA) – Nonprofit Funding Recommendations Update for Three Additional Organizations

Staff members will be present at the December 12th Work Session to provide an update on nonprofit applications for three organizations that were not included in the original charts and recommendations in November discussions.

As a reminder, a Nonprofit Funding Request Program and Funding Guidelines were approved in July 2023. In addition to the application, other required documentation included: IRS designation letter, current certificate of good standing with the State of Maryland, project budget, and evidence of an active SAM.gov registration. Applications were received through 4:00 pm on September 1, 2023. As outlined in the application document, an internal staff subcommittee was established that reviewed the applications through October. In November 2023, Mayor and Council reviewed staff recommendations to provide $924,670 to fund eighteen organizations that scored a total of forty points or more.

After staff discovered that three organizations were not included in the original, there were a total of sixty applications submitted. Of that total, forty-six met the overall eligibility requirements as outlined in the nonprofit guidelines. After reviewing and scoring the other applications, staff recommend funding $36,366 to one additional organization, The Mental Health Center, that met the prior established guideline which was a score of more than forty points.

> **The Mental Health Center**
> **Requested:** $36,366
> **Project Name:** Psychiatric Rehabilitation Program (PRP) Coverage for Private Insurance and PRP Educational Parenting Group
> **Purpose:** Provide coverage for those children with private insurance to receive same PRP care as others covered by Medicaid funding which targets life, social and symptom management skills. In addition, provide a parent education group to families experiencing mental health issues exacerbated by COVID.

There is sufficient ARPA funding available to reallocate from projects not being completed to cover this additional $36,366. All organizations were scored utilizing the same matrix that was discussed in July and that was included in the application. The updated scoring matrix and summary of applications is attached.

City of Hagerstown: ARPA Nonprofit Funding Applications

	Organization Name	Final Score	Requested Amount	Project Budget	Fully fund applications with scores of 40 and above; Gatekeepers reduced to $60,000
1	Potomac Case Management Services, Inc.	70	$50,000	$50,000	$50,000
2	Children In Need, Inc.	65	$50,000	$106,000	$50,000
3	United Way of Washington County	65	$100,000	$100,000	$100,000
4	Washington County Free Library	63	$12,000	$45,500	$12,000
5	Apples for Children, Inc.	60	$50,000	$435,547	$50,000
6	Girls Inc. of Washington County: Education (1/2)	60	$50,000	$85,000	$50,000
7	Girls Inc. of Washington County: Mental Health (2/2)	60	$45,000	$67,590	$45,000
8	Boys & Girls Club of Washington County	55	$100,000	$749,506	$100,000
9	Brooke's House	55	$50,000	$232,000	$50,000
10	Community Rescue Service, Inc.	55	$49,000	$49,000	$49,000
11	Head Start of Washington County, Inc.	51.5	$29,220	$29,220	$29,220
12	Gatekeepers Corporation	50.5	$119,260	$119,260	$60,000
13	Hagerstown Housing Authority: HUD REAC Standards Project (1/2)	48	$25,000	$25,000	$25,000
14	Hagerstown Housing Authority: Transportation (2/2)	48	$15,000	$15,000	$15,000
15	Hagerstown Children's School Association	43	$50,000	$68,317	$50,000
16	The Mental Health Center: Psychiatric Rehabilitation Program (1/2)	43	$36,366	$36,366	$36,366
17	Community Free Clinic, Inc.: Core Programming (1/2)	41	$50,000	$200,000	$50,000
18	Discovery Station at Hagerstown, Inc.	40.5	$89,450	$89,450	$89,450
19	Arc of Washington County, Inc.: Walking Path (1/2)	40	$50,000	$56,995	$50,000
			$1,020,296	**$2,559,751**	**$961,036**

Applications not awarded:

20	Easter Seals Serving DC/MD/VA, Inc.	38.5	$50,000	$1,251,402	**$924,670**
21	Beacon House, Inc.	37.5	$250,000	$748,000	($36,366)
22	Brook Lane Health Services, Inc.	37.5	$147,000	$147,000	*Increased amount
23	CASA of Western Maryland	37.5	$50,000	$96,750	needed in ARPA
24	Community Free Clinic, Inc.: Mental Health (2/2)	37.5	$50,000	$600,000	
25	Arc of Washington County, Inc.: Transportation (2/2)	36	$50,000	$62,980	
26	Washington County Museum of Fine Arts	32	$150,000	$451,390	
27	CASA, Inc.	31	$27,825	$98,550	
28	Heavy Metal Playground (HMP Traing, Inc.)	30.5	$105,000	$331,500	
29	Robert W. Johnson Community Center	27.5	$100,000	$100,000	
30	Kiwanis Foundation: Kiwanis Cares (1/2)	26	$5,000	$10,000	
31	Maryland Symphony Orchestra: Music for Everyone (1/2)	24	$50,000	$169,807	
32	New Start Foundation, Inc.	23.5	$100,000	$141,700	
33	SanMar Family & Community Services	22.5	$50,000	$738,259	
34	Hospice of Washington Co: Toolkits (1/2)	**22**	**$50,000**	**$54,724**	
35	Hospice of Washington Co: Bereavement Counselor (2/2)	**20**	**$50,000**	**$50,000**	
36	Authentic Community Theatre, Inc.	19.5	$50,000	$90,000	
37	Washington County Historical Society	18	$150,000		
38	Doleman Black Heritage Museum, Inc.	15	$62,749	$62,749	
39	Maryland Symphony Orchestra: Ensembles in the Community (2/2)	15	$50,000	$162,260	
40	The Mental Health Center: Staff Trainings (2/2)	14	$13,500	$13,500	
41	Kiwanis Foundation: Scholarships (2/2)	13.5	$8,000	$12,000	
42	Ladders to Leaders	9.5	$33,360	$79,440	
43	The Housing Authority of Washington County: Economic Recovery (1/2)	6	$50,000	$50,000	
44	Washington County Junior Football League, Inc.	6	$50,000	$60,000	
45	Hagerstown Neighborhood Development Partnerships, Inc.	3	$50,000	$50,000	
46	The Housing Authority of Washington County: Senior Security (2/2)	3	$48,500	$48,500	
			$1,850,934	**$5,680,511**	

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
American Rescue Plan Act (ARPA) - Restaurant Ready Grant Recommendations - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
121223_WS_ARPA_Restaurant_Ready_Grant.pdf	American Rescue Plan Act (ARPA) -Restaurant Ready Grant Recommendations

CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740
Email: DCED@Hagerstownmd.org
Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: December 08, 2023

RE: American Rescue Plan Act (ARPA) – Restaurant Ready Grant Recommendations

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At the December 12, 2023 Work Session, staff will review applications the ARPA Review Committee recommends for approval for the ARPA Restaurant Ready Grant program.

As a reminder, the ARPA Restaurant Ready Grant program guidelines and application forms were approved by Mayor and City Council during the December 20, 2022 Regular Session. The program was created in order to respond to the negative economic impact small businesses faced as a result of the COVID-19 pandemic to lower the barriers associated with opening a restaurant within the City of Hagerstown's corporate boundaries.

Staff were provided a total not to exceed $250,000 for the Restaurant Ready Program, with a maximum award amount of $50,000 per applicant. Based on applications received, a total of five applications are recommended by the ARPA Review Committee for a total utilization of $234,572.61 in grant funding.

Staff seek direction and approval to move forward with entering into a subrecipient agreement with each of the five recommended applicants.

Attachments:
1. Summary of Recommended Awards
2. Required Motion
3. Required Resolution
4. Awardee Subrecipient Agreement Template

c: ARPA Review Committee
Jill Thompson, Director of Community & Economic Development

Recommended Awards

Name: 339 Antietam LLC
Address: 28 E. Baltimore Street
Award Amount: $50,000
Deadline: 6/30/2024
Description: Expansion and build out of a 12,000sqft live entertainment venue in parts of the building previously used for storage only. Application is for the creation of catering kitchen for the venue. The award of the grant will allow for the kitchen buildout to take place earlier than previously anticipated, and to a higher standard.

Name: MarketPlace, LLC
Address: 25 W. Church Street
Award Amount: $50,000
Deadline: 6/30/2024
Description: Buildout of a bar and associated countertops for the brewery and distillery's tasting room. No work on the bar area has begun at this time. Fixtures, Furniture, and Equipment (FFE) costs associated with operations permissible under program guidelines. Work does not overlap with prior approved City-Center Grant application.

Name: My Last LLC
Address: 139 Jonathan Street
Award Amount: $50,000
Deadline: 6/30/2024
Description: Buildout of a winery/cidery in a long vacant/condemned building. This application includes fixing/replacing the flooring, installation of cabinetry, and building of basement stairs. Fixtures, Furniture, and Equipment (FFE) costs associated with operations permissible under program guidelines.

Name: HD Telecommunications, LLC
Address: 10-12 E. Washington Street
Award Amount: $34,572.61
Deadline: 6/30/2024
Description: Renovation of a long vacant/condemned restaurant near Public Square with significant Code upgrades required. This application includes electrical fixture upgrades, demo, and painting. Renovations will be made to allow a Puerto Rican tapas restaurant to open in the space.

Name: Baile Cask & Kettle
Address: 53 W. Washington Street
Award Amount: $50,000
Deadline: 6/30/2024
Description: Creation of a microbrewery with taproom in the rear portion of the first floor. Space will have an outdoor patio running alongside the Cultural Trail.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: December 19, 2023

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreements for American Rescue Plan Act (ARPA) Restaurant Ready Grant Program**

Charter Amendment	__
Code Amendment	__
Ordinance	__
Resolution	X_
Other	___

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the American Rescue Plan Act (ARPA) Restaurant Ready Grant Program to each of the five (5) applicants identified on the attached list with the award amount shown.

The subrecipient grant agreement for each will follow the attached template. The deadline for each will be 6/30/2024, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

DATE OF INTRODUCTION:	12/19/2023
DATE OF PASSAGE:	12/19/2023
EFFECTIVE DATE:	12/19/2023

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF SUBRECIPIENT GRANT AGREEMENTS FOR THE IMPLEMENTATION OF A CITY-WIDE RESTAURNANT READY GRANT PROGRAM BETWEEN THE CITY OF HAGERSTOWN AND VARIOUS RESTAURANTS ENUMERATED HEREIN

RECITALS

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering $350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the City has allocated up to $250,000 to a City-Wide Restaurant Ready Grant Program to attract new restaurants to the City, create new jobs, increase foot traffic, and bring additional businesses to the community (hereinafter referred to as the "Program"); and

WHEREAS, the CITY has received a grant in the amount of $20.4 million, and allocated a portion of this funding in order to implement the Program; and

WHEREAS, the following are new, relocated or expanding restaurants who are seeking financial assistance to support with fit-out costs, purchase of equipment and fixtures, and related eligible expenses ("Subrecipients") which restaurants are (or shall be) located within the limits of the City of Hagerstown:

(1) 339 Antietam LLC
(2) MarketPlace, LLC
(3) My Last LLC
(4) Baile Cask & Kettle
(5) HD Telecommunications, LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may participate in the Program;

WHEREAS, the restaurants operated by each Subrecipient are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses;" and

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for participating in the Program in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is an Impacted (or Disproportionately Impacted) Small Business, and which is located in Hagerstown, Maryland and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient subject to the terms and conditions of the City's receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements.

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

1. That the aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreement with the following eligible subrecipients, a copy of which is attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

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

WITNESS AND ATTEST AS TO CORPORATE SEAL	MAYOR AND COUNCIL OF THE CITY OF HAGERSTOWN, MARYLAND
______________________________ Donna K. Spickler, City Clerk	By:__________________________ Tekesha Martinez, Mayor

Date of Introduction: December 19, 2023
Date of Passage: December 19, 2023
Effective Date: December 19, 2023

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND
[SUBRECIPIENT]

This Agreement is entered into as of **[_______________]** by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, acting by and through the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT (herein called the "CITY"), and the **[NAME OF BUSINESS],** ("herein called the "SUBRECIPIENT" or SUBRECIPIENT NAME").

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering $350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received such a grant in the amount of $20.4 million, desires to allocate a portion of this funding to the subrecipient in order to help lower the barriers associated with opening a restaurant within the City's corporate boundaries; and

WHEREAS, the CITY has allocated up to $250,000 to a City-Wide Restaurant Ready Grant Program to attract new restaurants within the City by supporting with fit-out costs, create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemi**c; and

WHEREAS, the SUBRECIPIENT is a private for-profit corporation incorporated in the State of Maryland; and

WHEREAS, the SUBRECIPIENT has made a request to the CITY to receive ARPA funds to support the fit-out of a new restaurant space within the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, the project activities by the SUBRECIPIENT are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the City-Wide Restaurant Ready Grant Program Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A;

WHEREAS, the SUBRECIPIENT further agrees to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the SUBRECIPIENT; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT Agreement for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL
The Subrecipient has been approved for a grant as outlined in Exhibit B which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE
The Subrecipient will be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. The Subrecipient will complete the Project according to the Subrecipient's approved Application and Development Plan which is incorporated into this agreement as Exhibit C.

3. BUDGET
The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Application Form and Development Plan which is incorporated into this agreement as Exhibit C. unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the Subrecipient will provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT
It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement**. Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No reimbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN	SUBRECIPIENT
Christopher Siemerling Economic Development Specialist **City of Hagerstown**	__________________________ Title - **[NAME OF BUSINESS]**
14 N. Potomac Street, Suite 200A Address	__________________________ Address
Hagerstown, Maryland 21740 City, State and Zip	__________________________ City, State and Zip
Telephone: 301-739-8577 ext. 822	Telephone: __________________
Email: csiemerling@hagerstownmd.org	Email: ____________________

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient will at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Workers' Compensation

The Subrecipient will provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit D.

F. Funding Source Recognition

The Subrecipient will insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipient from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipient.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statues, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;

2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

3. Ineffective or improper use of funds provided under this Agreement; or

4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipient will maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

a. Records providing a full description of the project budget and expenditures for eligible activities;
b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
c. Records required to determine the eligibility of activities;
d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention
All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipient for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Data
The Subrecipient shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure
The Subrecipient understands that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipient's obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipient expends $750,000 or more in a year in Federal awards, the Subrecipient shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to reimbursement of Subrecipient as set forth hereinabove. The City and Subrecipient reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

Quarter End Date	**Subrecipient Due Date**
03/31/2024	04/07/2024
07/01/2024	07/08/2024

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the
basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and
Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-
3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.§1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive

Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

The Subrecipient will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipient from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipient will take appropriate steps to assure compliance.

The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipient covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipient further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.

b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright
If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities
The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENT have executed this agreement as of the date and year last written below.

MAYOR AND CITY COUNCIL OF HAGERSTOWN BY AND THROUGH THE DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT	**[SUBRECIPIENT]**
By: Christopher Siemerling ________________	By: ___________________________________
___________________________________	___________________________________
Title: Economic Development Specialist_______	Title: ___________________________________
Date: ___________________________________	Date: ___________________________________

EXHIBIT A

City-Wide Restaurant Ready Grant Program

Guidelines and Application Form

City of Hagerstown, Maryland

Department of Community & Economic Development
14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740
Email: DCED@Hagerstownmd.org
Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

American Rescue Plan Act (ARPA) - City-Wide Restaurant Ready Grant Program Guidelines

Program Summary

Responding to the negative economic impact as a result of COVID-19, the City of Hagerstown is using part of its American Rescue Plan Act (ARPA) funds to lower the barriers associated with opening a restaurant within the City's corporate boundaries. The City of Hagerstown has developed an incentive program to assist with the attraction and fit-out of new restaurants that will foster a positive economic impact. Examples of such impact include creating jobs, increasing economic activity and foot traffic, and attracting additional businesses to the community.

Guidelines:

1. Grants awarded under the ARPA City-Wide Restaurant Ready Grant Program range have no minimum amount, but a maximum of $50,000. The ARPA Review Committee will use the following criteria in determining a grant award amount:
    a. Applicant/Project Need,
    b. Viability of Business Plan/Restaurant Experience & Capacity,
    c. Economic Impact of the Project,
    d. Renovation Budget,
    e. Square Feet Utilized,
    f. Condition of the Building/Rectifying of Code Violations,
    g. Length of Prior Vacancy.
2. Acquisition costs shall not be considered a part of the project cost.
3. Awarded grants require a 1:1 match from the application completing the project. Example: A $10,000 grant would require a match of at least $10,000 for a total project cost of $20,000.
4. Funds may be used for the renovation/fit-out of an eligible space, and for branding/marketing and business promotion professional services.
5. The purchase of furniture, fixtures, and equipment may be considered for required match contribution only.
6. Applicant <u>must</u> be the party responsible for the costs of the improvements.
7. No City loans, grants, or pass-through funding may be used as part of the applicant's match.
8. A project may be defined as planned or in progress. Completed projects are ineligible. For projects that are planned, project must start within 3 months of approval. For projects that are in-progress, the applicant will be required to demonstrate expenditures equal to the grant and the required match ($10K + $10K = $20K) related to work that was completed within 90 days prior to date of approval and the required date of completion. The City determines the required date of completion based on the project completion date shown on the application plus reasonable contingency.
9. Property location/project must be located within the corporate limits of the City of Hagerstown.
10. Timeline must show completion of project, and business open, no later than 7/1/2024.
11. Applicants may apply and utilize other grant and incentive programs.

12. All work for the project must be performed by licensed, permitted contractors, and all projects must comply with all federal, state, and local public health and environmental laws, regulations, or ordinances.
13. All upgrades must be performed to City Code, and will be regulated through the City's Planning and Code Administration Department.
14. Funds will only be disbursed after staff have verified all work in the Application and Development Plan has been completed to Code, including all required site inspection approvals, and final receipts have been provided.
15. The grant will be funded with Federal American Rescue Plan Act funds. Additional federal guidelines and steps in the approval process may apply.

Eligible Applications:

1. Projects seeking the creation of new, restaurant-ready, space in order to attract new restaurants.
2. Tenant restaurant operator with responsibility for cost of fit out and with draft lease and final signed lease within 45 days of approval.
3. Eligible spaces are defined as currently vacant commercial tenant spaces, a space where a property owner has received a notice to vacate, or those that were previously used for a restaurant and require significant upgrades to core systems.
4. Any restaurant that is new, expanding at, or relocating to properties in the City of Hagerstown.
5. An eligible restaurant is defined as any type of food and beverage establishment, catering company, brewery/winery/distillery with tasting room, or other business that requires a commercial kitchen and is open for either dine-in or carry-out to the public.
6. Independent and locally owned and controlled franchises with annual revenues not exceeding $2 million may be eligible.
7. Only one application per property for either a restaurant operator or a property owner will be permitted.

Ineligible Applications:

1. Ineligible businesses for the program include: home-based or "roving" businesses, drinking establishments without dine-in or carry-out services, hookah shops/lounges, adult businesses, and any business prohibited under Federal guidelines.
2. New construction projects are ineligible.
3. Corporate owned and non-locally controlled franchise chains are ineligible.
4. Non-profit entities are ineligible.
5. Operating expenses such as rent, utilities, employee salaries, etc. are ineligible for the program.
6. Individuals, businesses, and properties that are not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.
7. Façade & signage improvements are ineligible for funding and/or match requirements.

Application Process and Requirements:

1. Complete the ARPA City-Wide Restaurant Ready Grant Application, and provide all required attachments.
2. Return completed application and required attachments via email to dced@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. Registration with SAM.gov and City review is required.
4. All applications and supporting documents must be submitted for consideration no later than 1/1/2024.
5. All grants are subject to funding availability.
6. All applications shall be reviewed and approved by a committee called the ARPA Review Committee, and are reviewed on a first-come, first-served basis.
7. The ARPA Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
8. Approved applicants will receive a Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project.
9. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
10. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year’s State and Federal tax guidelines.
11. Once a project is approved, any changes in the scope of timeline will require the project to be resubmitted for determination of continued eligibility.
12. A signed lease will be required for restaurant operator applicants within 45 days of approval.
13. Additional project information may be requested at any time during the process.

CITY OF HAGERSTOWN, MARYLAND

Department of Community & Economic Development
14 N. Potomac Street • Suite 200A • Hagerstown, MD 21740
Email: DCED@Hagerstownmd.org
Telephone: 301.739.8577, Ext. 111 • Website: www.hagerstownmd.org/DCED

AMERICAN RESCUE PLAN ACT (ARPA)
City-Wide Restaurant Ready Grant Program

Applicant Type:
[ ] Property Owner – Space Improvement for
  [ ] Known Restaurant Tenant
  [ ] Unknown Restaurant Tenant
[ ] Restaurant Operator
  [ ] Owner-Occupied
  [ ] Tenant with Draft Lease or Lease

Property Information

Property Address: ___________________________________, Hagerstown, MD Zip: ________

Applicant Information:

Name: ____

Company: ____

Address: ____

City: ________________________ State: _______________ Zip Code: ___________

Phone: _______________ Email: _________________ Website: ________________

Name of Restaurant Tenant (if not Applicant): ________________________________

Project Information

Expected Start Date: _____________________

Expected Completion Date: _____________________

Note: Projects must be completed, and business open, no later than 7/1/2024 due to ARPA restrictions.

Anticipated Fit-Out Costs: $____________

Anticipated Branding/Marketing Cost: $____________

Anticipated Equipment/Furnishing Cost: $____________

Total Project Cost: $______________

Grant Request Amount (Max $50,000): $_____________

Project Square Feet: __________sqft

Has the property been vacant, and if so, for how long? (Yes / No)
Vacant Since _______(month/year)

Terms of Lease:

Lease Start Date: ______________Number of years: _______

How many new jobs will be created within 2 years of the project completion? ____ new jobs

How many jobs will be retained as a result of this project? ____ jobs

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project to Include:
  - o Description of the Project including renovations, improvements; Furniture, Fixtures and Equipment (FFE)
  - o Description of the restaurant proposing to lease or be attracted to the space
  - o Description the anticipated economic impact of the business/project on the immediate commercial area/neighborhood
- ☐ Design Plans and Occupancy Plan
- ☐ Project budget and construction/equipment cost estimates itemizing the scope of work for the project
- ☐ Project Timeline
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ SAM.gov Registration

Restaurant Operator Applicants – Must Also Include:

- ☐ Business Plan with Financial Projections
- ☐ Draft Lease (Final Signed Lease Within 45 Days of Approval)

Applicant Signature:
By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the ARPA Grant Guidelines, and I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment.

____ ___________

Applicant's Signature *Date*

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: **dced@hagerstownmd.org**

EXHIBIT B

Grant Approval

City-Wide Restaurant Ready Grant Program

Exhibit B
Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval
Company
Property Address: Address
Grant Amount: $add
Minimum Required Match: $add
Total Grant and Minimum Required Match: $add (Submitted receipts must total at least this amount.)
Total Project Costs: $add
Approval Date: add
Approval Status: [x] Planned or [ ] In Progress
Receipt Date: Date on each receipt must be on or after: add
Project must Start by: (within 6 months of approval): add or n/a
Completion Deadline Date/Receipt Submission Deadline Date: add

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached Guidelines, Application, Development Plan and Budget.
2. The applicant must complete the attached City of Hagerstown Vendor Forms. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
3. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
4. A project will have an Approval Status of either "Planned" or "In Progress." For projects approved as "Planned," the date on each receipt must be after the Approval Date. For projects approved as "In Progress," the date on each receipt must be within 90 days prior to the Approval Date. The date on all receipts submitted must be after the "Receipt Date" shown above.
5. The applicant shall purchase the product or services, then submit the paid receipts once project is completed.
6. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
7. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. Funds will only be disbursed after staff have verified that all work in the Application and Development Plan is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.

9. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
10. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
11. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the “Project must Start by” date.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the “Completion Deadline Date” shown above.

EXHIBIT C

Subrecipient's Application and

Development Plan

EXHIBIT D

Subrecipient's

Certificate of Insurance

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
ENVY American Rescue Plan Act (ARPA) Funding - *Chief Paul Kifer and Danielle Staley, MCIN Coordinator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Fuel Allowance for Hagerstown Police Department Officers - *Chief Paul Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HPD_Fuel_Allowance.pdf	Memo - Fuel Allowance

CITY OF HAGERSTOWN
MARYLAND
21740 - 4696

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

November 30, 2023

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Ref: Fuel Allowance - Sworn Police Officers & Crime Lab Scientists

For some time now, the Hagerstown Police Department has been seeking to provide sworn police officers and Crime Lab Forensic Scientist's with a vehicle for Home to Work (HTW) usage. While we are currently able to provide sworn personnel assigned to certain assignments (i.e., Supervisors, Detectives, SRT members, School Resources Officers and Canine Officers) a vehicle, our ability to expand this benefit to all sworn personnel and crime lab personnel is not possible at this time.

The Hagerstown City Police Department is authorized 91 sworn positions and 3 crime lab scientists. Of those 94 positions, 53 are currently assigned a HTW vehicle. Leaving the department with 41 current positions without this benefit.

Current HTW		
Shift	Assigned	Without
Command	8	0
Supervisors	15	0
Special Assignments	17	0
Alpha	4	6
Bravo	4	6
Charlie	5	7
Training	0	13
Vacant Positions	0	6
WMRCL Scientists	3	3
	53	41

As a recruiting tool, the benefit of a home to work police vehicle is highly regarded by applicants, and studies have shown that nearly 90 percent of current police agencies provide this benefit. This includes our closest competitor when it comes to attracting talent.

While securing the needed vehicles through CIP funding is my goal, I recognize the financial challenges associated with such a sufficient increase to the vehicle fleet. Beyond the financial hurtles, the ability to locate police vehicles is difficult at this time.

Therefore, I'm seeking M&C approval to provide sworn personnel and lab scientists, who are not provided a HTW vehicle, a fuel allowance beginning January 8, 2024, until a HTW vehicle can be acquired for them. My recommendation is for $50 a week, and this allowance would not begin until personnel have successfully completed field training and are off probation.

Based on current staffing, we estimate the fiscal year 2024 cost to be $28,600. Funding for this expenditure can be absorbed within the department's FY24 budget through salary savings.

Fiscal Year 2024				
	Personnel	Weekly Amount	FY24 Weeks	Cost
Alpha	6	$50.00	26	$ 7,800.00
Bravo	6	$50.00	26	$ 7,800.00
Charlie	7	$50.00	26	$ 9,100.00
Trainees	0	$50.00	26	$ -
WMRCL	3	$50.00	26	$ 3,900.00
				$ 28,600.00

Based on projections, we estimate the fiscal year 2025 cost to be $74,100. Funding for this expenditure would be included in the departments FY2025 budget submission.

Fiscal Year 2025				
	Personnel	Weekly Amount	FY24 Weeks	Cost
Alpha	6	$50.00	52	$ 15,600.00
Bravo	6	$50.00	52	$ 15,600.00
Charlie	7	$50.00	52	$ 18,200.00
Trainees\Police	13	$50.00	26	$ 16,900.00
WMRCL	3	$50.00	52	$ 7,800.00
				$ 74,100.00