

Mayor and Council Executive Session and Work Session October 15, 2024 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

You can't shake hands with a clenched fist – Indira Gandhi

2:30 PM WORK SESSION

- 2:30 PM 1.** **The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.**
- 2:30 PM 2.** **EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall***
- 4:00 PM 3.** Preliminary Agenda Review
- 4:15 PM 4.** Washington County Transit – Quit Claim request: Portion of Alley 1-35 – *Jim Bender, City Engineer and Andrew Eshleman, Washington County Public Works Director*
- 4:30 PM 5.** Acceptance of a Grant - Maryland Department of Emergency Management - *Jim Bender, City Engineer*
- 4:45 PM 6.** Proposed Updates to Application and Guidelines and for Invest Hagerstown Homeownership Initiative Grant - *Amanda Gregg, Business and Community Development Finance Specialist*
- 5:00 PM 7.** Request to Terminate Financial Incentive Agreement - Blackwell 2, LLC USMH Student Housing 100 N. Potomac Street - *Amanda Gregg, Business and Community Development Finance Specialist and Margi Joe, Community Development Manager*
- 5:15 PM 8.** Hagerstown Police Department Hiring Incentive Increase – *Police Chief Joey Kifer*
- 5:30 PM 9.** Trick-or-Treat – *Scott Nicewarner, City Administrator*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

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

Topic:

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

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

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

Topic:

EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_15__2024_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION OCTOBER 15, 2024 AGENDA

Vision Statement:

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

Mission Statement:

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

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

2:30 p.m. EXECUTIVE SESSION

1. To consult with counsel to obtain legal advice; (#7)

** Wastewater Deduct Meter Policy
* Amendment to Existing Agreement*

2. To consider the acquisition of real property for a public purpose and matters directly related thereto; (#3)

** Acquisition of Property for City Use*

3. The appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)

** Board Appointment – Hagerstown Youth Council Partner Group*

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

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY : Mayor & City Council

DATE : October 15, 2024

PLACE : Council Chamber, 2nd floor, City Hall

TIME : 2:30 p.m.

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

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

EXECUTIVE SESSION AGENDA

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

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

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_22__2024_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
WORK SESSION & REGULAR SESSION
(102ND VOTING SESSION)
OCTOBER 22, 2024
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

4:00 p.m. WORK SESSION – Council Chamber, 2nd floor, City Hall

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 Procedure – *Effective December 15, 2020*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, November 5, 2024 – Election Day – No Meeting Scheduled
 - 2. Tuesday, November 12, 2024 - Work Session at 4:00 p.m.
 - 3. Tuesday, November 19, 2024 – Regular Session at 7:00 p.m.
 - 4. Wednesday, November 20, 2024 – Meet with Washington County Delegation at Hagerstown Community College – Time TBD
 - 5. Thursday, November 21, 2024 – Informal Orientation for Newly Elected Officials – Location and Time TBD
 - 6. Monday, November 25, 2024 – Oath of Office to New Administration – Location and Time TBD
 - 7. Tuesday, November 26, 2024 – First Work Session of New Administration – Time TBD

V. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

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

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740 • 301.766.4183 • TDD 301.797.6617

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, October 22, 2024. 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.

VI. MINUTES

September 10, 2024, September 17, 2024, and September 24, 2024

VII. APPOINTMENTS

Hagerstown Youth Council Partner Group Members

VIII. PROCLAMATIONS

Economic Development Week

IX. CONSENT AGENDA

A. Engineering:

1. City Hall First Floor Renovations Contract – GRC General Contractor, Inc. (Zullinger, PA) \$ 600,000.00
2. Curb and Sidewalk Replacement – 2nd year contract – Henson & Son, Inc. (Hagerstown, MD)
Not to Exceed \$ 235,000.00
3. Traffic Calming/Monitoring Equipment – All Traffic Solutions (State College, PA) \$ 20,327.61

B. Fire:

1. Vehicle Fire Training Prop – Fireblast (Murrieta, CA) \$ 58,564.00
2. Man Door Replacement: 929 Eldridge Drive – HPG Windows and Doors (Hagerstown, MD)
\$ 18,125.00
3. HFD Relocation Administrative Offices: 929 Eldridge Drive – Two Men and A Truck (Hagerstown, MD) \$ 8,389.72
4. Fire Chief Vehicle 2024 Chevrolet Tahoe – Criswell Auto.com (Gaithersburg, MD) \$ 85,000.00
5. Deputy Fire Chief Vehicle 2024 Chevrolet Silverado – i.g. Burton – Berlin (Berlin, MD) \$85,000.00
6. Fire Training Tower Shutter Repair – GE&I Construction, Inc. (Hyattsville, MD) \$ 31,200.00

C. Information Technology:

1. Arctic Wolf Security Software Annual Renewal – Winslow Technology Group (Waltham, MA)
\$ 164,437.48
2. VX Rail Virtual Infrastructure Refresh – Mavenspire (Annapolis, MD) \$ 265,305.60
3. Fiber Expansion/Connectivity: HFD Headquarters: 929 Eldridge Drive – Skyline Technology Solutions (Glen Burnie, MD) \$ 26,912.00

D. Planning and Code Administration:

1. Property Abatement Work -- LawnTopia Group LLC (Thurmont, MD) \$ 50,000.00
2. 16 Field Tablets with Accessories – *Material to be presented*

E. Police:

1. Uniform Shirts – Howard Uniform Company (Baltimore, MD) \$ 13,815.24
2. Uniform Pants – Howard Uniform Company (Baltimore, MD) \$ 15,428.00
3. FY25 Street Crime Camera Technology Project – Spichers Security Services (Hagerstown, MD)
\$ 135,292.70

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Consent Agenda Continued

F. Public Works:

1. City Park Ornamental Fencing – Long Fence (Ijamsville, MD) \$ 52,944.00
2. Bulk Road Salt per ton delivered \$ 74.86 – Cargill, Inc. (North Olmstead, OH) \$ 160,000.00
3. 2-Ton Overhead Crane – Kone Cranes (Winchester, VA) \$ 14,514.50
4. Wheaton Park Phase II – Natural Play Equipment – Kompan, Inc. (Austin, TX) \$ 116,915.56

G. Utilities:

1. Water: Generator Annual Maintenance Contract – Fidelity Power Systems (Sparks, MD) \$ 13,619.00
2. Water: Generator for Water Pump Station 4 – ARPA Grant – Fidelity Power Systems (Sparks, MD) \$ 186,636.00
3. Water: Heating Oil for Water Facilities – AC&T (Hagerstown, MD) \$ 25,855.00
4. Wastewater: Purchase and Installation of Cameras – Glessner (Hagerstown, MD) \$ 29,902.10
5. Wastewater: Generator for Wastewater Pump Station 2 – ARPA Grant – Fidelity Power Systems (Sparks, MD) \$ 73,687.25
6. Wastewater: Pelletizer Operations Contract for FY2025 – NEFCO (Baltimore, MD) \$ 1,591,807.35

X. UNFINISHED BUSINESS

- A. Approval of an Ordinance: 2024 Land Management Code Amendments (Tabled 9.24.2024)
- B. Approval of an Ordinance: Amendments to Chapter 230

XI. NEW BUSINESS

- A. Approval of a Resolution: Rescinding an Ordinance for Alley #2-105
- B. Approval of Certification: Certifying properties to be withheld from the 2025 Tax Sale pursuant to Section 14-811(c) of the Tax – Property Article of the Annotated Code of Maryland
- C. Approval of funding for Community Coalition Lobbyist
- D. Approval of Free Holiday Parking
- E. Approval of Amendments to Guidelines and Application for Invest Hagerstown Homeownership Initiative Program
- F. Approval a Resolution: Termination Agreement for 100 N. Potomac Street Student Housing Project
- G. Accept Grant from MD Emergency Management
- H. Approval of After School Program at Parkside Community Center
- I. Approval to Accept Bulletproof Vest Grant
- J. Approval of Federal Lobbyist Contract – *Material to be presented*

XII. GENERAL CITIZEN COMMENTS

General Citizen Comments are welcome and shall be limited to three minutes.

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, October 22, 2024. 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.

XIII. CITY ADMINISTRATOR COMMENTS

XIV. MAYOR & COUNCIL COMMENTS

XV. ADJOURN

Some items that have been discussed and reviewed previously, or are of a routine nature, may not have additional information attached to this agenda.

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City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740 • 301.766.4183 • TDD 301.797.6617

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

Topic:

Washington County Transit – Quit Claim request: Portion of Alley 1-35 – *Jim Bender, City Engineer and Andrew Eshleman, Washington County Public Works Director*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Quit_Claim_Request-Washington_Co_Transit-Alley_1-35.pdf

Description

Quit Claim Request-
Washington County Transit-
Alley 1-35



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

October 15, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JB

RE: Quit Claim request – Washington County Transit – Alley 1-35

1. Background

On September 4, 2024 our office received a request (attached) from Andrew Eshelman, Washington County's Director of Public Works, to quit claim a portion of Alley 1-35. That alley, which runs east-west between Devonshire Road and Nottingham Road, separates two main parcels which are occupied by the administrative offices and maintenance facilities for Washington County Transit (WCT). The request is to quit claim the portion of the alley that separates the two WCT parcels to allow for expansion and reconfiguration of their facilities. The purpose of this memo is to present the request, and to provide additional information on WCT's plans at this site.

2. Planning Commission Action Requested

Consider the request, and determine whether or not to grant the quit claim. If the Council is in agreement, staff will work with the City Attorney to prepare an ordinance to execute the quit claim. Staff, along with representatives from Washington County and WCT, will attend the October 15th work session to discuss.

3. Discussion

WCT has begun the process to plan for the future expansion of their facility at 1000 W. Washington Street; the goal of the expansion project is to provide sufficient space for WCT to operate at that site for the next forty (40) years. The expansion will include improvements to the current administrative offices, the bus maintenance facilities, and bus storage area. Having their facilities separated by the alley will limit WCT's ability to expand due to building setback restrictions, and will cause operational challenges for the facility.

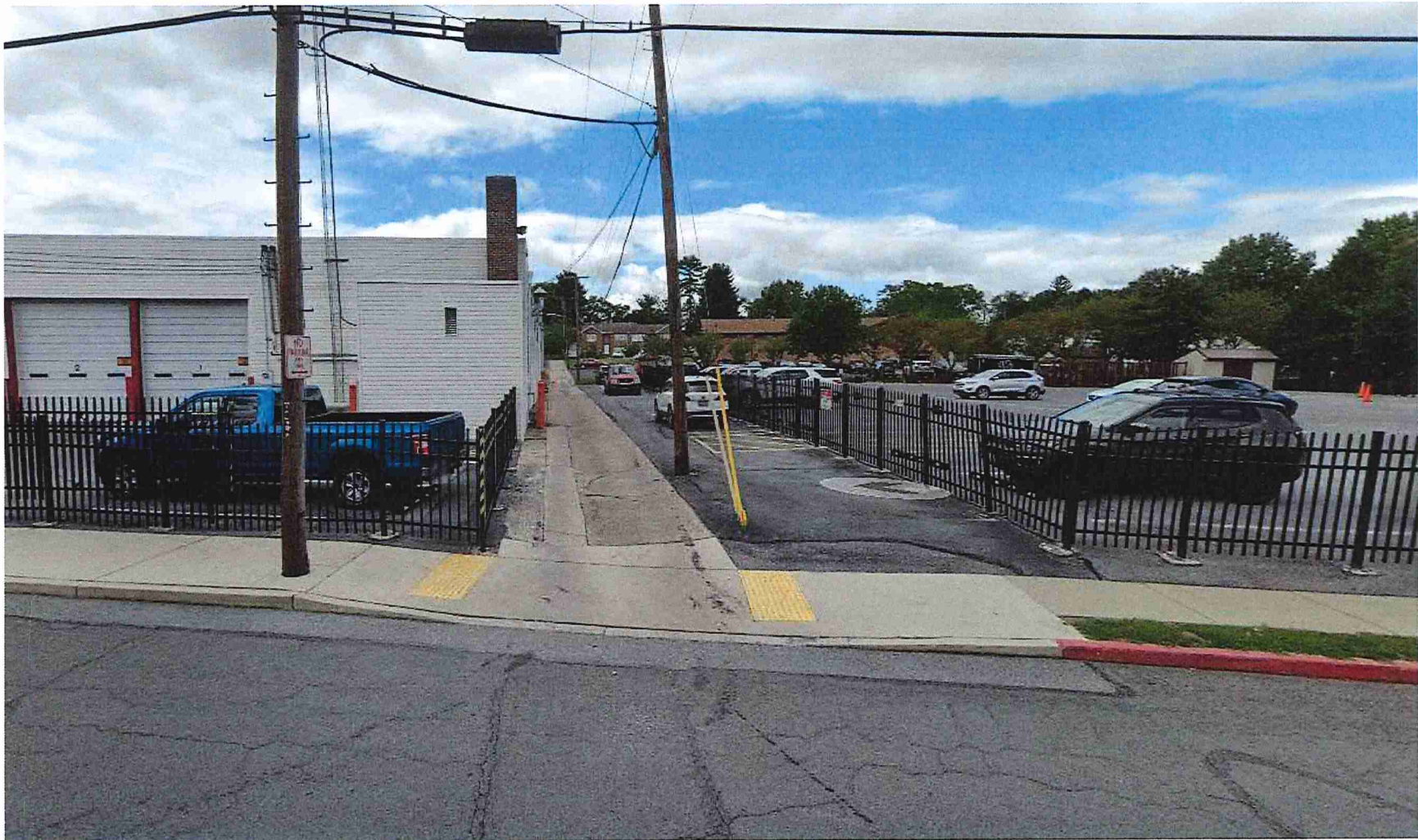
Alley 1-35 is a paved, concrete alley with a 12'-wide right-of-way. In addition to the two WCT parcels in question, the alley touches three other properties which are owned by Jehovah's Witnesses Congregation, McTaws Limited Partnership, and the Clear Spring Limited Partnership. As requested by the City, Washington County sent letters to those three property owners to make them aware of the quit claim request, and to solicit any feedback from them. The Jehovah's Witnesses Congregation responded with a letter (attached) opposing the quit claim due to concerns about the ability of their congregants to access their property. To date, no responses have been received from the other two property owners.

The quit claim request was routed to various City departments for their feedback. The Hagerstown Police Department, the Hagerstown Fire Department, the Department of Public Works, and the City's Water and Wastewater Divisions had no objection to the request. The Hagerstown Light Department (HLD) did not object to the idea of the quit claim, but indicated that existing HLD overhead facilities would need to be relocated. The utility poles along the alley are owned by Verizon, and they were contacted regarding the request. Verizon responded that other easements may need to be provided for their facilities if the quit claim were approved and their facilities needed to be relocated, and that Point Broadband and HLD also had facilities on their poles that would need to be relocated as well.

This request was taken to the City's Planning Commission at their meeting on October 9th; representatives from Jehovah's Witnesses were in attendance, and were able to voice their concerns. Their main concern was that, if the quit claim were approved and the eastern end of the alley closed to traffic, that it may cause a logjam for their congregants trying to enter and exit their parking lot from a dead end alley. After a lengthy discussion, WCT and the church agreed to work together to develop a solution that met the needs of both parties. This solution may involve widening the western end of the alley to provide two-way traffic flow, or creating a new driveway entrance onto Nottingham Road that would allow a separate egress path from the parking lot.

The Planning Commission approved a motion stating that they recommended approval of the quit claim on the condition that WCT and the church reach agreement on an enhanced access plan. WCT and the church agreed to have their engineering consultants work together to develop a solution that is mutually beneficial.

attachments: Quit claim request letter
Copies of notification letters sent to adjoining property owners
Response letter from Jehovah's Witnesses Congregation
Photo of Alley 1-35
Exhibits showing WCT's proposed expansion options



Looking west at Alley 1-35 from Devonshire Road



DIVISION OF PUBLIC WORKS

AIRPORT | BUILDINGS, GROUNDS & FACILITIES | HIGHWAYS | PARKS & RECREATION | TRANSIT

September 4, 2024

Mr. Jim Bender
City Engineer
1 East Franklin Street, Room 301
Hagerstown, MD 21740

Subject: Quit Claim Request for City Owned Alley No. 1-35

Dear Mr. Bender,

Please accept this Quit Claim request, prepared pursuant to city's Quit Claim Policy E-260, for the portion of the city owned Alley No. 1-35 that divides the Washington County Transit (WCT) property (Parcel #25035194) located at 1000 W. Washington Street, Hagerstown, MD into two separate lot areas.

The purpose of this Quit Claim request is to facilitate the planned expansion of WCT's W. Washington Street transit facility that houses our administration offices, and bus maintenance and storage operations. The planned expansion will be accommodated on WCT's existing property inclusive of the proposed Quit Claim area of Alley No. 1-35.

Washington County Transit has been a steadfast presence at its current location for several decades, providing over 516,000 annual passenger trips. However, due to the significant increase in public transit demand over the years and our projected future mobility growth, we find our current space increasingly constrained.

As previously discussed with you and your city colleagues, Washington County Transit is working with the Hagerstown Eastern Panhandle MPO to examine our facility expansion needs and determine the requirements for accommodating these needs within the confinements of our current property (Parcel #25035194). Obtaining the City's approval of this Quit Claim request will permit WCT to maximize its current property area for the planned expansion, which is crucial to meet the growing needs of our community and to continue providing efficient and reliable public transit services.

The attached sketch plan exhibit illustrates WCT's property boundaries in conjunction with Alley No. 1-35. As illustrated, Alley No. 1-35 extends between Devonshire Rd. and Nottingham Rd. and its eastern segment divides our property into two separate lots along our entire parcel.

boundary. WCT is submitting this Quit Claim request for the eastern segment of Alley No. 1-35 only.

The western segment, which is not part of WCT's Quit Claim request, serves as the primary driveway access to the Jehovah's Witness property located at 30 Nottingham Rd, Hagerstown, MD (Parcel No. 25033752), secondary access to the 1020 W. Washington Street property, and rear access to the commercial property located at 1014 W. Washington St. Washington County has notified each of these property owners of the County's Quit Claim request through certified mailings, copies of which are attached to this application.

Washington County appreciates the City's favorable consideration of this request and I would be happy to address any questions that you or others may have. Please contact me at (240) 313-2252 or aeshleman@washco-md.net.

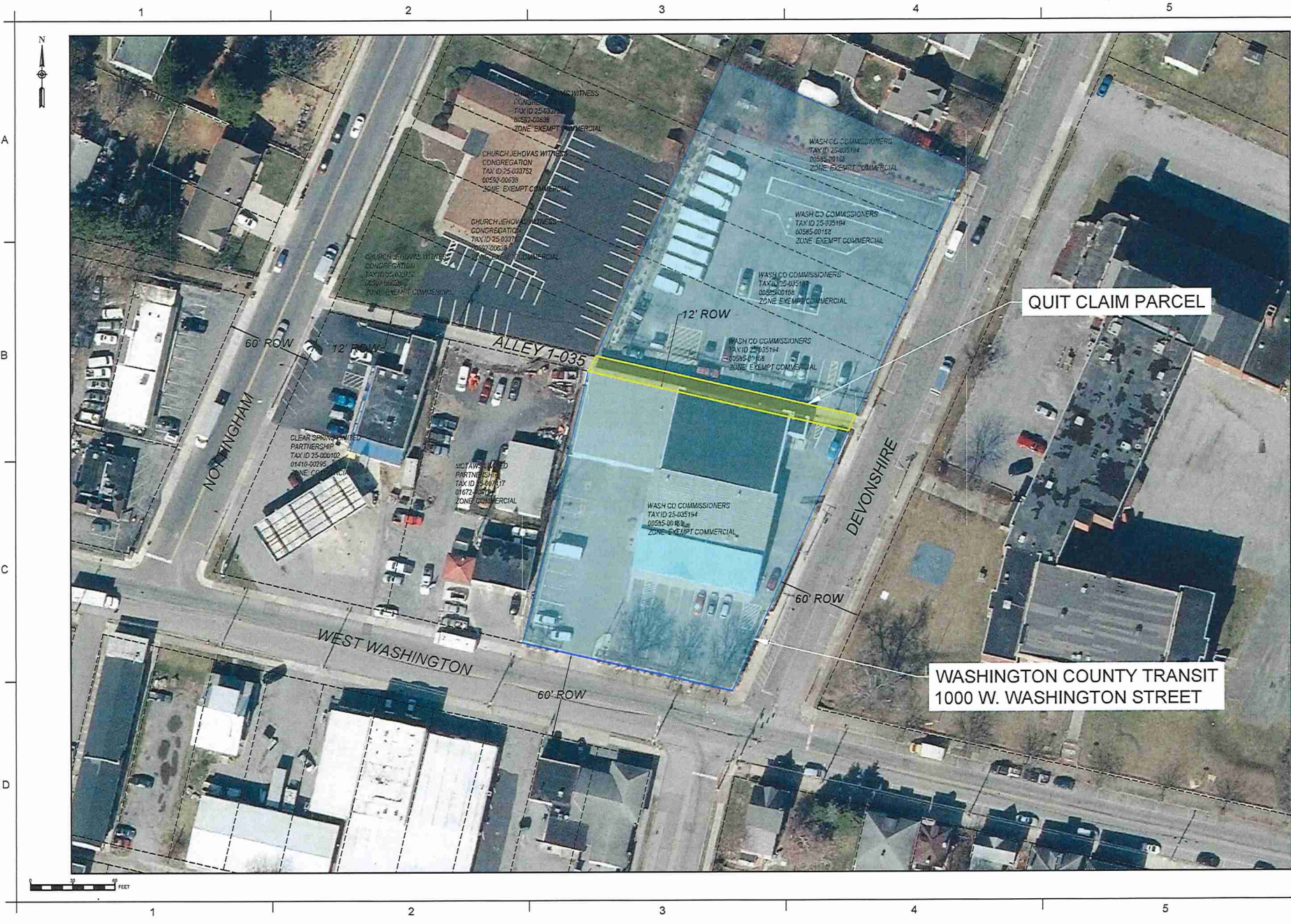
Sincerely,

A handwritten signature in blue ink, appearing to read 'A. Eshleman', is written over a horizontal line.

Andrew Eshleman, P.E.
Director, Public Works

Enclosures (4)

cc: Michelle A. Gordon, Washington County Administrator
Todd Moser, Real Property Administrator
Matthew T. Mullenax, Executive Director, Hagerstown Eastern Panhandle MPO



Michael Baker
INTERNATIONAL
4431 NORTH FRONT STREET
SUITE 200
HARRISBURG, PA 17110

REVISIONS	
NO.	DATE

WASHINGTON COUNTY TRANSIT
FACILITY EXPANSION PROJECT
CITY OF HAGERSTOWN, MARYLAND
QUIT CLAIM EXHIBIT

Project Number: 202304

Date: 08-16-24

Scale:

Sheet #: 01 OF 01

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DIVISION OF PUBLIC WORKS

AIRPORT | BUILDINGS, GROUNDS & FACILITIES | HIGHWAYS | PARKS & RECREATION | TRANSIT

September 4, 2024

Jehovah's Witnesses Congregation
C/O Robert B McKinley
17401 Lappans Road
Fairplay, MD 21733-1100

Subject: Quit Claim Request for City Owned Alley No. 1-35

To Whom it May Concern:

The Washington County Public Works Department has submitted a Quit Claim application to the City of Hagerstown for the portion of the city owned Alley No. 1-35 that divides the Washington County Transit (WCT) property (Parcel #25035194) located at 1000 W. Washington Street, Hagerstown, MD into two separate lot areas.

The purpose of the Quit Claim request is to facilitate the planned expansion of WCT's W. Washington Street transit facility that houses our administration offices, and bus maintenance and storage operations. The planned expansion will be accommodated on WCT's existing property inclusive of the proposed Quit Claim area of Alley No. 1-35.

Washington County Transit been a steadfast presence at this location for several decades, providing over 516,000 annual passenger trips. However, due to the significant increase in public transit demand over the years and our projected future mobility growth, we find our current space increasingly constrained.

The attached sketch plan exhibit illustrates WCT's property boundaries in conjunction with Alley No. 1-35. As illustrated, Alley No 1-35 extends between Devonshire Rd. and Nottingham Rd. and its eastern segment divides our property into two separate lots along our entire parcel boundary. WCT is submitting this Quit Claim request for the eastern segment of Alley No. 1-35 only.

The western segment, which is not part of WCT's Quit Claim request, serves as the primary driveway access to the Jehovah's Witness property located at 30 Nottingham Rd, Hagerstown,

MD (Parcel No. 25033752), secondary access to the 1020 W. Washington Street property, and rear access to the commercial property located at 1014 W. Washington St, would not be closed, only the portion adjacent to WCT's lots.

Obtaining the City's approval of this Quit Claim request will permit WCT to maximize its current property area for the planned expansion, which is crucial to meet the growing needs of our community and to continue providing efficient and reliable public transit services.

While the City of Hagerstown will conduct a formal public planning review for the Quit Claim request, Washington County appreciates your favorable consideration and feedback on the request. I would be happy to address any questions that you or others may have. Please contact me at aeshleman@washco-md.net within fourteen (14) days of the date of the letter to ensure that feedback is received prior to the City's planning commission review.

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DIVISION OF PUBLIC WORKS

AIRPORT | BUILDINGS, GROUNDS & FACILITIES | HIGHWAYS | PARKS & RECREATION | TRANSIT

September 4, 2024

McTaws Limited Partnership
11949 Robinwood Drive
Hagerstown, MD 21742-4470

Subject: Quit Claim Request for City Owned Alley No. 1-35

To Whom it May Concern:

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Director, Public Works

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DIVISION OF PUBLIC WORKS

AIRPORT | BUILDINGS, GROUNDS & FACILITIES | HIGHWAYS | PARKS & RECREATION | TRANSIT

September 4, 2024

Clear Spring Limited Partnership
11949 Robinwood Drive
Hagerstown, MD 21742-4470

Subject: Quit Claim Request for City Owned Alley No. 1-35

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rear access to the commercial property located at 1014 W. Washington St, would not be closed, only the portion adjacent to WCT's lots.

Obtaining the City's approval of this Quit Claim request will permit WCT to maximize its current property area for the planned expansion, which is crucial to meet the growing needs of our community and to continue providing efficient and reliable public transit services.

While the City of Hagerstown will conduct a formal public planning review for the Quit Claim request, Washington County appreciates your favorable consideration and feedback on the request. I would be happy to address any questions that you or others may have. Please contact me at aeshleman@washco-md.net within fourteen (14) days of the date of the letter to ensure that feedback is received prior to the City's planning commission review.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrew Eshleman".

Andrew Eshleman, P.E.
Director, Public Works

Enclosures (1)

cc: Michelle A. Gordon, Washington County Administrator
Todd Moser, Real Property Administrator
Matthew T. Mullenax, Executive Director, Hagerstown Eastern Panhandle MPO

Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.
30 Nottingham Road, Hagerstown, MD 21740 | 240.751.2437

September 16, 2024

Washington County, Division of Public Works
C/O Andrew Eshleman, P.E.
100 West Washington Street
Hagerstown, MD 21740

Dear Mr. Eshleman,

We would like to confirm receipt of your letter regarding the *Quit Claim Request* for the city owned **Alley No. 1-35**. Thank you for informing us of this request. We can appreciate and sympathize with Washington County Transit's (WCT) desire to expand their facility. However, we would like to take this opportunity to respectfully oppose WCT's *Quit Claim Request* for the eastern segment of Alley No. 1-35.

The Kingdom Hall of Jehovah's Witnesses, located at 30 Nottingham Road, Hagerstown, MD 21740, is currently in use by three different congregations with a combined total of over 500 members. Our facility is actively shared by these congregations seven days a week. Congregation members use the entire Alley No. 1-35, both the eastern and western segments, to access and exit our facility parking lot at 30 Nottingham Road.

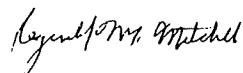
If Washington County Transit were to take over ownership of the eastern segment of Alley No. 1-35 as proposed, this will create an extreme bottleneck issue in the alley and a backup of traffic on Nottingham Road. The alley is only **one-lane** in width. So closing off the eastern segment of the alley would essentially convert the western segment into a dead-end, single-lane alley to be used for a significant amount of **two-way traffic**. You can imagine the negative impact this would have, not only on the congregation members, but also on the surrounding neighbors located on Nottingham Road.

It is for these reasons that we ask that the *Quit Claim Request* not be approved so that access to Alley No. 1-35 is maintained as is. We would appreciate a reply confirming receipt of this letter dated September 16, 2024.

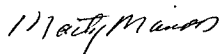
Lastly, we would like to express that the Kingdom Hall of Jehovah's Witnesses has had a presence at this location alongside Washington County Transit for several decades. We truly appreciate their history of being a friendly and cooperative neighbor.

Sincerely,

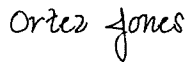
Orchard Hills Congregation of Jehovah's Witnesses, Hagerstown, Maryland, Inc.



Reginald Mitchell
Corporation President



Marty Marion
Vice President

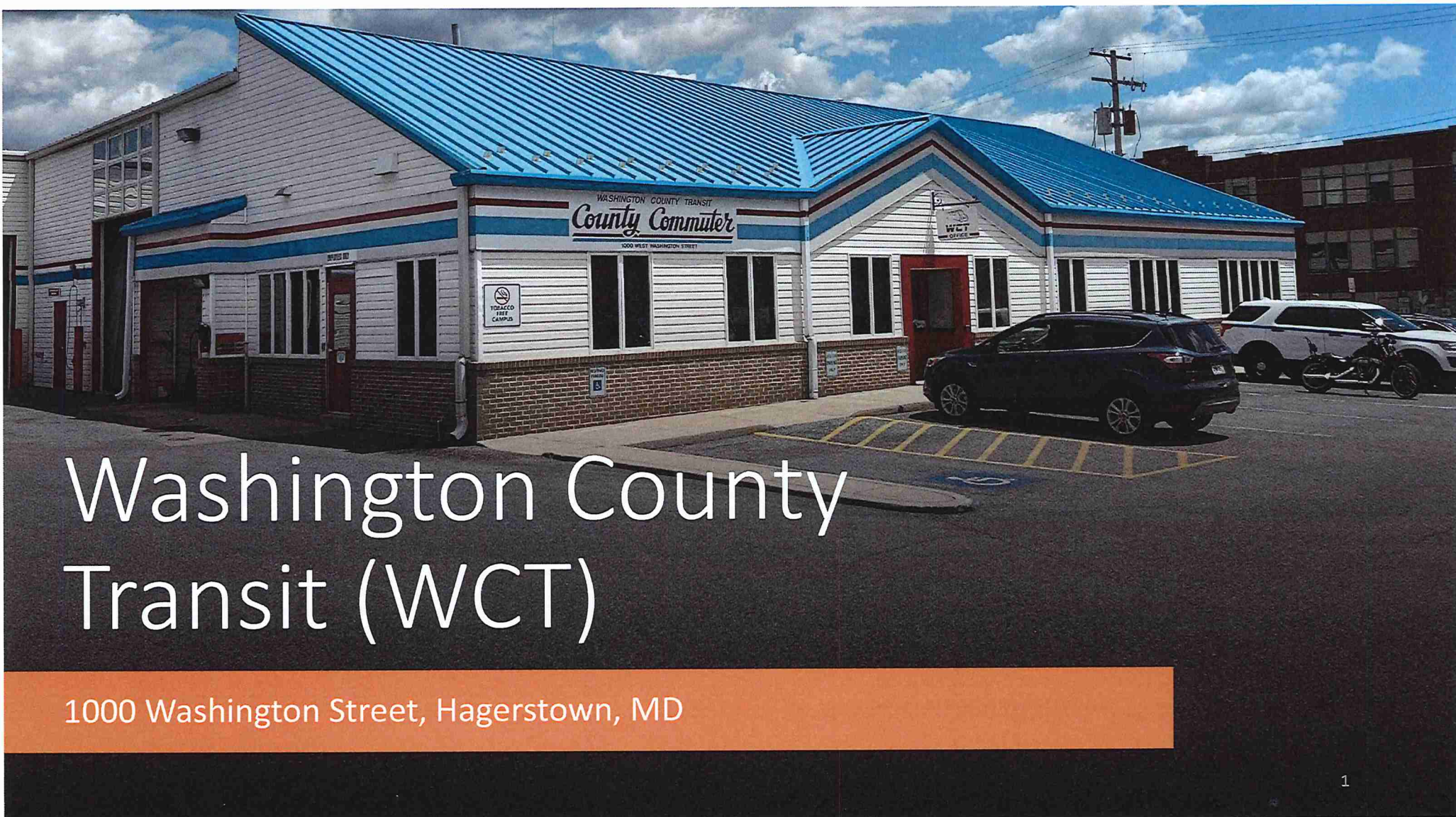


Ortez Jones
Secretary & Resident Agent



Joseph Beason
Treasurer

cc: Jim Bender, City Engineer
Stephen Bockmiller, Development Planner/Zoning Administrator
Mary Revilla, Planning/Zoning Administrative Coordinator
Lauren Beason, Congregation Member and Regulatory Contact



Washington County Transit (WCT)

1000 Washington Street, Hagerstown, MD

Quit Claim Request Purpose and Need

- Washington County Transit (WCT), located at 1000 W. Washington St, Hagerstown, MD, is conducting an expansion feasibility study to determine the space requirements necessary to meet its current and future (year 2050) administrative and operational needs.
- Such needs are supported by WCT's historic growth and its Five-Year Transit Development Plan (TDP), which projects the authority's current annual ridership to increase by 30 percent in transit demand from 2010 to 2030.
- WCT's existing facility is situated on a single parcel that is bisected by the City-owned public Alleyway No. 1-35.
- Washington County is requesting a Quit Claim to the portion of Alleyway No. 1-35, which is necessary to accommodate its proposed expansion.

Future of Washington County Transit

- **WCT Mission:** *“To improve mobility for all people; enhance quality of life; and facilitate economic vitality.”*
- The Federal Transit Administration (FTA) requires new transit facilities with a 40-year minimum operational lifespan.
- The Quit Claim of Alleyway No. 1-35 will accommodate its proposed expansion needs. Without it, WCT’s passenger service levels will be capped at 2050. This constraint will limit WCT’s capacity to adapt to future service demands or community growth beyond 2050.
- The inability to accommodate additional vehicles post-2050 will severely restrict WCT’s capacity to expand service offerings in response to population growth or increased demand for public transportation.
- WCT currently provides over 516,000 passenger trips annually.

Space Needs Assessment

Use	Current	Needed
Maintenance	5,191 sf	6,882 sf
Administration	2,314 sf	5,230 sf
Interior Bus Storage	7,715 sf	21,300 sf
Total Building	15,220 sf	36,570 sf
Vehicle Parking	45 spaces*	27 spaces**
Stormwater Management	0 sf	~8,000 sf

*Spaces based on ~1988 City Code Requirements

** Spaces based on current LMC Article 4 Zoning Parking Requirements

Site Layout Option A (w/Quit Claim)

Use	Needed
Maintenance	6,882 sf
Administration	5,230 sf
Interior Bus Storage	21,300 sf
Total Building	36,570 sf
Vehicle Parking	27 spaces
Stormwater Management	~8,000 sf



GENERAL NOTES:
 1. TOTAL STORMWATER MANAGEMENT AREA APPROXIMATELY 8,950 SF
 2. TOTAL SITE = 75,805 SF (1.74 AC)
 3. 37,002.5 SF (0.87 AC) REQUIRED FOR COMBINED GREEN SPACE/STORM TREATMENT ACCORDING TO REDEVELOPMENT REQUIREMENTS.

Site Layout Option B (w/o Quit Claim)

Use	Needed
Maintenance	6,882 sf
Administration	5,230 sf
Interior Bus Storage	18,400 sf
Total Building	33,670 sf
Vehicle Parking	27 spaces
Stormwater Management	~8,400 sf

See Slide #7 for Issues/Concerns related to Option B.



- GENERAL NOTES:
1. TOTAL STORMWATER MANAGEMENT AREA APPROXIMATELY 8,400 SF
 2. TOTAL SITE = 75,805 SF (1.74 AC)
 3. 37,902 SF (0.87 AC) REQUIRED FOR COMBINED GREEN SPACE/SWM TREATMENT ACCORDING TO REDEVELOPMENT REQUIREMENTS.

Option B @ 18,400 SF (w/o the Quit Claim)

The following are WCT's operational concerns and constraints related to Option B.

- Increased Safety Risks
 - Zero-Low visibility when transit vehicles are crossing the alleyway from the building to parking lot
 - Limited interior circulation (safety risk due to parking restrictions and maneuverability)
- Service level will not be able to expand past year 2050 to accommodate increased growth in ridership
- 6 Planned expansion transit vehicles will have size restrictions
- Hiring challenges for Lane Service Attendants (additional drivers needing a CDL license)
- Challenges and restrictions for transitioning to Zero-Low emission fleet
- Loss of direct connection between maintenance and storage areas

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

Topic:

Acceptance of a Grant - Maryland Department of Emergency Management - *Jim Bender, City Engineer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Maryland_Department_of_Emergency_Management.pdf

Description

Acceptance of a Grant -
Maryland Department of
Emergency Management



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

October 15, 2024

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer JIM

RE: Acceptance of a grant – Maryland Department of Emergency Management

1. Background

In 2023, staff applied for a grant from the Federal Emergency Management Agency (through the Maryland Department of Emergency Management, or MDEM) to produce computer models of how stormwater flows through the City's storm drainage network. The purpose of this model is to identify portions of the storm drainage network that have insufficient capacity so that the City can plan for long-range improvements. The City was awarded a grant in the amount of \$75,000 (with a \$25,000 local match) to hire a consultant to complete this work. If the City elects to accept the grant, we must execute a subaward agreement with MDEM.

2. Mayor & Council Action Requested

Determine whether or not to accept the grant from MDEM. If the Council is in agreement, staff will prepare a motion for consideration at the October 22nd regular session to authorize execution of the agreement. Staff will be present at the work session to discuss.

3. Discussion

The City's storm drainage system is extensive, comprised of over 100 miles of pipes, channels, and brick arch drains. In certain sections of the City the system is undersized, which results in flooding during intense rainfall events. While staff has working knowledge of problem areas in the system, there has not been a comprehensive analysis to quantify these issues. Council previously authorized a similar study to characterize the storm drainage system in the northwest side of downtown; staff would use the grant funds to have a consultant expand upon that previous study, and to analyze other sections of the system. In particular, staff feels that the downtown core and the northeastern sector of the City are areas that would benefit from such a study.

Staff feels that conducting this study falls in line with Maryland's recent focus on resiliency and hazard mitigation. Climate change has caused more frequent, intense storm events that storm drainage systems were not designed to handle. By creating a computer model of our current system, the City can plan for improvements to mitigate the effects of these storm events.

attachment: MDEM subaward agreement

**SUBAWARD AGREEMENT
RELATING TO HAZARD MITIGATION ASSISTANCE SUBAWARD
BETWEEN
MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT
AND
CITY OF HAGERSTOWN**

**REGARDING
CITY OF HAGERSTOWN-HYDRAULIC MODEL OF STORM DRAINAGE SYSTEM
UNDER THE
BUILDING RESILIENT INFRASTRUCTURE AND COMMUNITIES
(BRIC) GRANT PROGRAM**

This Subaward Agreement relating to the Hazard Mitigation Assistance Subaward (the "Subaward Agreement") is entered on _____ by and between City of Hagerstown (the "Subrecipient") and the Maryland Department of Emergency Management (the "Department" or "MDEM"), a unit of the State of Maryland (the "State").

A non-comprehensive glossary of terms has been incorporated (the Glossary) for general information regarding common terms associated with this Subaward Agreement. The glossary is provided as a convenience and is not to be considered authoritative for compliance purposes.

1. PROGRAM DESCRIPTION

The Subrecipient will perform the work (the "Project") described in the Department-approved BRIC Grant Application (the "Application"), which includes the milestones, timeline, and budget. The Application is considered part of this Subaward Agreement. The Subrecipient may use subcontractors to perform the work described in the Application, provided however that the Subrecipient is at all times the liable and responsible party in privity with the Department. Subrecipient warrants, represents and covenants that all work must be carried out in accordance with the law, and the requirements of the Application, grant award number EMP-2022-BR-009-0006 to the Department, including all amendments and guidance thereto issued to the Recipient or Subrecipient by the Federal Emergency Management Agency ("FEMA") (which are hereby incorporated by reference) and this Subaward Agreement. The Subrecipient's application for the Grant Subaward, and all other submissions provided to FEMA and to the Department in the Notice of Intent process are relied upon by the Department as an express condition of this Subaward. The parties agree that in the event of a conflict, the federal requirements set by FEMA shall control and any conflicting term shall be severable.



Maryland

DEPARTMENT OF
EMERGENCY MANAGEMENT

Wes Moore | Governor

Aruna Miller | Lt. Governor

Russell J. Strickland | Secretary

2. THIS IS A SUBAWARD

The Subrecipient acknowledges that this Subaward Agreement is a Subaward as defined by 2 C.F.R. §200.92. The Subrecipient agrees to conduct the Project consistent with Maryland law and Federal statutes, regulations, including 2 C.F.R. Part 200, and the FEMA Hazard Mitigation Assistance Guidance (published February 27, 2015, as amended).

3. PERIOD OF PERFORMANCE

The Period of Performance, as defined by 2 C.F.R. §200.77, started on March 22, 2024 ("Period of Performance Start Date") and ends on March 21, 2027 ("Period of Performance End Date"). The Subrecipient will not incur costs or obligate funds for any purpose beyond the Period of Performance End Date. Should the Subrecipient incur costs or obligate funds beyond the Period of Performance End Date, the Department is not obligated to reimburse the Subrecipient. The Department commits to reasonably working with the Subrecipient to seek an extension of the Period of Performance End Date from FEMA should the Subrecipient indicate that such extension is necessary and the Department agrees.

4. AMOUNT OF AWARD

With the execution of this Subaward Agreement, subject to the final approval of FEMA and the delivery of all conditions precedent set forth herein, the Department approves the Project total cost of \$100,000.00, with a maximum of \$75,000.00 in Federal grant funds ("Total Federal Grant Funds"). This Federal amount does not include Subrecipient management costs. Funds are to be expended in accordance with the Application, the conditions of award and this Subaward Agreement.

5. COST SHARE AND MATCH REQUIREMENT

There is a non-Federal cost share requirement for the Subaward Agreement. The cost share for this Subaward Agreement is 75% Federal and 25% non-Federal. To be eligible for the full Federal share of this award, a non-Federal match in the amount of \$25,000.00 shall be provided by the Subrecipient on a reimbursement basis for completed work and services performed in the furtherance of the Project in a workmanlike and professional manner. The non-Federal match may be in-kind.

The visual representation provided below outlines the financial distribution for your project. It illustrates the allocation of Federal, non-Federal, and Subrecipient Management costs, along with the corresponding Cost Share for each, as previously mentioned.

	Federal Share	Non- Federal Share	Total Share
Project Costs	\$75,000.00 (75%)	\$25,000.00 (25%)	\$100,000.00
Subrecipient Management Costs	\$0.00(%)	\$0.00 (%)	\$0.00
Total	\$75,000.00	\$25,000.00	\$100,000.00

6. NON-SUPPLANTING OF FUNDS

Funds awarded as part of this Subaward Agreement are to be used to increase the level of effort by the Subrecipient, and will be used to supplement, not supplant, funds that have been appropriated or budgeted for the same purpose.

7. ACCOUNTING FOR FUNDS

The Subrecipient agrees that adequate accounting systems and practices are in place and will be used to ensure fund accountability consistent with Federal and State of Maryland requirements, including, but not limited to, 2 C.F.R. Part 200 and generally accepted accounting principles. All expenditures, revenue, assets, and liability transactions associated with this Subaward Agreement will be accounted for separately from other programs.

8. AUDIT REQUIREMENT

The Subrecipient will provide the federal government, the Department and their respective auditors with access to the Subrecipient's records and financial statements as necessary for the Department to meet the requirements of 2 C.F.R. Part 200 and the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, as applicable. Funds received as part of this Subaward Agreement are subject to Federal and State audit. The Subrecipient is to retain and provide access to all pertinent financial and programmatic records for a period of three (3) years after the period of performance end date, pursuant to 2 C.F.R. §200.334, and will proffer such records to the Department at no cost prior to destruction. All Subrecipient , performed in compliance with State and federal law, including, but not limited to Title 2 CFR 200 shall be forwarded within thirty (30) days of report issuance to the Contract or Grants Monitor.

9. PROCUREMENT AND COMPETITIVE BIDS PROCESS

All contract, grant and procurement transactions must be carried out in a manner consistent with the Subrecipient's procurement process as long as that process meets or exceeds the Federal procurement standards established in 2 C.F.R. §200.318, the State of Maryland's procurement and grant standards in the Maryland State Finance and Procurement Article of the Annotated Code of Maryland, and Title 21 of the Code of Maryland Regulations ("COMAR"), that are in effect on the date of execution of this agreement, including specifically the mandatory terms and conditions set forth in Subtitle 7, Subtitle 9 and Subtitle 11 of Title 21 of COMAR. Provided, however, that the federal procurement standards shall control in the event of a conflict and any state procurement standards shall only be required as applicable by law. A legally required State of Maryland requirement shall not be deemed a conflict if it is more stringent, but in the event of a direct conflict, the federal procurement standard shall control. It shall be incumbent on the Subrecipient to establish and prove such conflicts.

10. BUILD AMERICA, BUY AMERICA ACT (BABAA)

Pursuant to the Build America, Buy America Act (BABAA), Pub. L. No. 117-58, §§ 7090152, if funding from an applicable grant program is used for an "infrastructure"



project, all iron, steel, manufactured products & construction materials used in the project must be produced in the U.S. Recipients and Subrecipients must also ensure that all contracts (including purchase orders) subject to BABAA include a required contract clause and self-certification of compliance pursuant to [*FEMA Interim Policy #207-22-0001: Buy America Preference in FEMA Financial Assistance Programs for Infrastructure*](#).

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act (BABAA) shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the Recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; Subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

This project does not fall within the Hazard Mitigation Assistance grant program and project type subject to BABAA preference.

11. DEFAULT AND INDEMNIFICATION

A default by the Subrecipient is the Subrecipient's breach of any of the covenants, agreements, or certifications contained in this Subaward Agreement, Maryland and/or federal law, or the grant award from the federal government or Department. The Subrecipient is the only party in privity of contract with the Department and as set forth previously is solely responsible and liable for the default of any employee, subcontractor, contractor, agent, delegate or assign, to the extent provided herein. A default by the Department is the Department's breach of the Department's express obligations under this Subaward Agreement, Maryland, and/or federal law. To the extent permitted by law, and as a condition precedent to funding, the Subrecipient will hold harmless and indemnify the Department and FEMA for all losses, claims, and damages relating to or arising from Subrecipient, or their employee, agent, assign, delegate, contractor or subcontractor's breach of its obligations hereunder. To the extent permitted by Maryland law, the Department will indemnify and hold the Subrecipient harmless from and against direct losses, costs, and expenses arising out of the Department's material uncured breach hereof. Subrecipient expressly waives any delay claims or demands (including reasonable attorney's fees) relating to federal or State government approvals for funding, including third party claims and claims involving intellectual property and infringement. The Department's indemnification obligation is expressly limited by the Maryland Tort Claims Act (State Government Article §§ 12-101 to 12-110) and the Self-Insurance Fund of Maryland (Md. Code Regs. 25.02.02.02). The Department is expressly not liable and



Maryland

DEPARTMENT OF
EMERGENCY MANAGEMENT

MDEM.MARYLAND.GOV

Wes Moore | Governor

Aruna Miller | Lt. Governor

Russell J. Strickland | Secretary

is released from indemnification for consequential, special, indirect, or contributory damages arising from the Project. Proof of State of Maryland living wage, prevailing wage and/or federal Davis Bacon Act compliance or exemption will be provided by the Subrecipient. Subject to those terms and limitations, Subrecipient agrees to defend, hold harmless and indemnify MDEM against all claims, damages, costs, awards and damages related to contractors, subcontractors, employees, agents, assigns or delegates paid by and hired by the Subrecipient, including, but not limited to, prevailing wage, living wage or federal Davis Bacon Act wage claims by third parties.

The Department and the federal government are expressly held harmless and released by the Subrecipient for any negligent, intentionally tortious, or other act or omission of Subrecipient or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project, and any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of the Subrecipient or Subrecipient contractor's activities arising from or in connection with the Project during the Period of Performance.

Furthermore, the Subrecipient acknowledges and agrees that any work undertaken pursuant to this Subaward Agreement is undertaken at its own risk if it fails to comply with this Subaward or to submit documentation required by the Department or federal government to substantiate costs, and that such withholding will not constitute a Department default. In order to protect both parties in the event of a default by a subcontractor of the Subrecipient, Subrecipient will provide evidence to the Department of each subcontractor's financial assurance as required by the State of Maryland or Federal Emergency Management Agency naming the Department as an indemnified party for any construction work in connection with the Project, including naming the Department as a dual obligee for any payment or performance bonds obtained with state or federal funds for performed in excess of \$100,000 (to the extent practicable). Such financial assurances must be for the full amount of the work to be performed by each subcontractor by a reputable and properly licensed surety or underwriter. The Subrecipient hereby assigns all of its rights under such financial assurance to the Department. Such financial assurance will be provided to the Department as documentation prior to reimbursement in such form and amounts as may be reasonably required by FEMA and the Department. The Subrecipient is responsible for ensuring that all agreements with any subcontractors or assignees will comply with this Subaward Agreement, that they acknowledge and comply with the requirements of the Subaward and directly release and hold harmless the federal government and the Department from any claims, losses, liabilities or demands of any and all kinds relating to the Project or grant arising from this Subaward, including third party claims, except to the extent resulting from the Department's gross negligence or willfully malicious misconduct. The Department and federal government shall be named as a secondary insured party on all insurance provided by any subcontractors to the Subrecipient, however the Department cannot be named as a party to any agreement with a subcontractor without express written consent. The Subrecipient will work in good faith to expeditiously resolve any disputes or claims arising from any work or services

related to the Project funded by the Department and shall provide notice to the Department within ten (10) business days of a default and will provide a plan to cure such default within twenty (20) business days in writing.

12. REMEDIES UPON DEFAULT

- a. Upon the occurrence of any default, that the Department or federal government, in their sole discretion reasonably determines has occurred, they may do one or more of the following:
 - i. Require Subrecipients to repay the grant, in whole or in part, provided that all work performed properly as of the date of first default will be paid upon receipt of all documentation. The Department will not be held liable for any delay in payment due to incomplete documentation or processing and review by FEMA.
 - ii. Recoup the amount to be repaid by Subrecipient hereunder from funds due the Subrecipient from any other current or future State grant or loan or any other funds, otherwise due and owing Subrecipient, including any applicable prevailing wage, Davis-Bacon law or living wage claims by third parties.
 - iii. Withhold further payments under this or any other Subaward Agreement awarded by the Department to the Subrecipient.
 - iv. Terminate this Subaward Agreement.
- b. In addition to the rights and remedies contained in this Subaward Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Subaward Agreement for two (2) years.

13. DISPOSITION OF PROPERTY AND OWNERSHIP OF GOODS.

Subrecipient may not sell, lease, exchange, lien, give away, or otherwise transfer or dispose of any interest in real or personal property acquired or improved with sub awarded grant or State funds hereunder ("Grant-Funded Property") unless the Maryland State Board of Public Works or Department and federal government gives prior written consent. This includes transfer or disposition to a successor or the merger, dissolution, or other termination of the existence of Subrecipient. Subrecipient shall give the Department written notice at least 60 days before any proposed transfer or disposition. When consenting to a transfer or disposition, the Department, with the consent of FEMA, may in its sole discretion require the Subrecipient to repay a percentage of the proceeds that are allocable to the Subaward of the grant. Further, the Department shall own all tangible drawings, designs, and work product created with grant or State funds, and shall be immediately provided the same, in the event of early termination of the Project or any event of default, and may utilize the services of another Subrecipient or contractor to complete the Project, with a right of set off and demand against any unpaid reimbursement to Subrecipient, their subcontractors and employees.

14. REIMBURSEMENT AND ADVANCE OF FUNDS

The Department will reimburse the Subrecipient, not to exceed the Total Federal Grant Funds awarded, for eligible costs incurred for goods and/or services specified by this Subaward Agreement. The Department will process payment upon receipt of a completed "Request for Payment/Reimbursement" form and detailed supporting documentation (e.g., copies of invoices, schedules detailing expenditures) in accordance with state and federal requirements. Subrecipient may submit Request for Payment/Reimbursement forms monthly during the period of performance for costs incurred and documented in accordance with State of Maryland and federal accounting and procurement standards, and may receive partial payments, up to the total amount of the Total Federal Grant Funds as set forth herein and as determined in the Department's reasonable discretion in accordance with the terms of the Subaward. The Department will not unreasonably withhold a legally compliant request for reimbursement that is approved by FEMA. The final reimbursement request is to be submitted no later than sixty (60) days following the Period of Performance End Date. The Subrecipient will require contractors and vendors to comply with all State and federal laws and requirements for the Subaward, as applicable, as a condition of reimbursement for work performed in a workmanlike and professional manner.

- a. Subrecipient Management Costs (SRMC). If the Subrecipient receives SRMC, the Subrecipient shall track and submit any invoices separately from any invoices from project(s) identified in the Scope of Work.
- b. Subrecipient may submit invoices for SRMC and project progress payments no more than once per month each. Subrecipients shall submit an invoice at minimum once every other quarter unless a good faith explanation is provided to MDEM. To be considered for reimbursement with Grant Funds, Subrecipient shall complete and submit a copy of the Grant Expenditure Report and Invoice template provided in Attachment E to this Subaward Agreement, as well as all associated Supporting Documentation. Supporting Documentation includes but is not limited to vendor, contractor, and/or subcontractor invoices, receipts, and/or bills of sale; timekeeping records.

15. FAILURE TO COMPLETE PROJECT; PROJECT RESULTS

Should the Subrecipient fail to complete this Project, and default in part or in whole, within the Period of Performance, the Department may, at its discretion, terminate this Subaward Agreement, and exercise its rights hereunder, including the recovery of all funds paid to the Subrecipient for costs that are found to be ineligible for any work completed, and reserve the right to take any actions in law or equity. Ineligible costs are defined as any costs incurred in violation of this Subaward Agreement, the Application, State or federal law or regulation, or costs for which FEMA will not reimburse the Department due to an act or omission of the Subrecipient. Project termination and recovery of funds will be undertaken in accordance with the provisions of 2 C.F.R. §200.339 to §200.343, the requirements of the Grant Subaward, and Maryland law. However, the parties will first work in good faith to reasonably resolve any disputes in a reasonable time frame.

16. PERFORMANCE REPORTING REQUIREMENTS

The Subrecipient agrees to submit to the Department quarterly performance reports in the format specified by the Department. Reports are due each quarter no later than: January 15, April 15, July 15, and October 15. Subrecipient shall utilize the Quarterly Report template provided in Attachment C to this Subaward Agreement.

17. SUBAWARD CLOSEOUT REQUIREMENTS

The Subrecipient agrees to submit to the Department a final report in the format specified by the Department. The final report is due no later than sixty (60) days after the Period of Performance End Date. The Subrecipient agrees to assist the Department in meeting its closeout obligations under the grant award and federal law, including 2 C.F.R. §200.344 and the FEMA, Hazard Mitigation Assistance Guidance (published February 27, 2015, as amended).

18. POINT OF CONTACT AND NOTICES

The following person is the designated Department point of contact and program manager, and is responsible for monitoring the performance and completion of this Project. Legal Notices under this Subaward Agreement shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below for the Subrecipient. Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Notice to the Department shall be served to the Office of the Attorney General for the State of Maryland in accordance with State law by the Subrecipient. Either party may change its address for receiving legal notice by notifying the other party in writing. The Subrecipient agrees and attests that the following contact information is accurate for service of process and notices relating to the Subaward:

Department Subaward Notices:

Caitlin Whiteleather
State Hazard Mitigation Officer
Maryland Department of Emergency Management
5401 Rue Saint Lo Drive
Reisterstown, MD 21136
Caitlin.whiteleather@maryland.gov
(410) 702-3874

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

Topic:

Proposed Updates to Application and Guidelines and for Invest Hagerstown Homeownership Initiative Grant - *Amanda Gregg, Business and Community Development Finance Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

10.15.24_WS_HHI.pdf

Description

Proposed Updates to Application and Guidelines and for Invest Hagerstown Homeownership Initiative Grant.



TO: Scott Nicewarner, City Administrator

FROM: Amanda Gregg, Finance Specialist

DATE: October 11th, 2024

RE: Proposed Updates to Application and Guidelines and for Invest Hagerstown Homeownership Initiative Grant

Staff will attend the October 15th, 2024, Work Session of the Mayor and City Council to review the recommended updates to the guidelines for the Invest Hagerstown Homeownership Initiative Grant.

Background

1. Inspire and enable homeownership, both city-wide and in the urban core, by aiding those looking to purchase their own home.
2. Motivate and create the opportunity for the creation of new first time home buyers.
3. Increase homeownership in Hagerstown's residential communities.
4. Lower the barriers discouraging or preventing individuals and families from owning their own home.
5. Promoting Homeownership to current renters.
6. Assist home buyers who might not otherwise qualify for financing without the assistance of this program

Hagerstown Homeownership Initiative Summary

The Hagerstown Homeownership Initiative offers an incentive to reduce the barriers associated with homeownership within the City of Hagerstown by providing support in the form of a loan-to-grant for down payment and closing cost assistance. This investment will support our neighborhoods across the city by reducing vacant homes and rental properties by boosting new homeownership.

Staff seek approval of the updated guidelines and application at the October 22nd, 2024, Regular Session. Staff will be available to address any questions or concerns on the recommended actions described above.

Attachments: Draft Motion

Updated Invest Hagerstown Homeownership Application

Updated Invest Hagerstown Homeownership Initiative Guidelines

c: Jill Thompson, Director of Community and Economic Development
Margi Joe, Community Development Manager
Chris Siemerling, Economic Development Specialist
Kathleen Maher, Director of Planning and Code
Michelle Hepburn, Chief Financial Officer
Paul Fulk, Neighborhood Service Manager

REQUIRED MOTION

**MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: October 22nd, 2024

TOPIC: **Approval of a Motion: Approval of Updates to Guidelines and Application for the Invest Hagerstown Homeownership Initiative Program.**

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

MOTION: I hereby move for the Mayor and City Council to approve the attached updated guidelines and application for the Invest Hagerstown Homeownership Initiative Program. Staff may make administrative edits as needed for clarification and administration of the program.

DATE OF INTRODUCTION:	10/22/2024
DATE OF PASSAGE:	10/22/2024
EFFECTIVE DATE:	10/22/2024



Hagerstown Homeownership Initiative Application

APPLICANT INFORMATION

Name of Applicant		Name of Co-Applicant	
Employer	Position Title	Employer	Position Title
Current Street Address		Current Street Address	
City, State, Zip		City, State, Zip	
Home Phone Number	Cell Phone Number	Home Phone Number	Cell Phone Number
Email Address		Email Address	

PROPERTY INFORMATION

Property Address:		Anticipated Settlement Date:
Mortgage Company Name:	Real Estate Company Name:	
Mortgage Loan Officer Name:	Real Estate Agent Name:	
Mortgage Loan Officer Phone:	Real Estate Agent Phone:	
Mortgage Loan Officer Email:	Real Estate Agent Email:	
Title Company Name and Contact Information:	Number of Months Property has been Vacant: [] 0-11 months [] 12 or more	

APPLICATION SUBMISSION CHECKLIST

Please read this information in its entirety. The following documents are required for an application to be considered complete. The loan officer may be able to assist to provide some of these documents, but it is the applicant's sole responsibility to ensure everything is submitted in a timely manner. ***If settlement is scheduled to occur less than thirty (30) days after the complete application is received, please note that Settlement may be delayed.***

To obtain pre-qualification and reserve funds, the following must be submitted:

- ☐ Complete Hagerstown Homeownership Initiative Program Application
- ☐ Complete Mortgage Loan Application (must be signed by all applicants and lender)
- ☐ Purchase Contract (must be signed by both buyer and seller)
- ☐ Copy of Driver's License

To obtain final approval in time for settlement, the following must be submitted:

- ☐ Signed Truth in Lending Form (provided to applicant after pre-qualification)
- ☐ Signed Lead-Based Paint Notification Receipt (provided to applicant after pre-qualification)
- ☐ Signed Commitment Letter (provided to applicant after pre-qualification)
- ☐ Proof of homeowner's insurance with City of Hagerstown listed as mortgage payee
- ☐ Copy of Appraisal
- ☐ Lender Commitment Letter

To complete final funding approval, the following must be submitted:

- Final Signed Executed Closing Disclosure
- Promissory Note
- Recorded Mortgage

ACKNOWLEDGMENT AND CERTIFICATION

I/We hereby certify that I/we have read and understand the information contained in the Hagerstown Homeownership Initiative Application and meet the eligibility guidelines for the program. I/we also certify that the above information is true and correct and understand that any misinformation submitted or omitted could result in the dismissal of this request for program assistance. I/we understand that this application does not guarantee assistance, and all eligibility guidelines, terms, and conditions must be met to receive benefits. I/we understand that this request will be kept confidential and reviewed by the City of Hagerstown Department of Community & Economic Development staff and representatives to determine eligibility.

Applicant Signature

Date

Co-Applicant Signature

Date

Please return your completed application to:
City of Hagerstown Department of Community & Economic Development
14 N Potomac Street, Ste 200A
Hagerstown, MD 21740
agregg@hagerstownmd.org

The City of Hagerstown does business in accordance with the Federal Fair Housing Act which prohibits discrimination in the sale, rental, and financing of dwellings, and in other housing-related transactions based on race, color, national origin, religion, sex, familial status, and mental or physical disability. The City of Hagerstown fully supports the principles of Equal Opportunity for all and requires all program participants, loan recipients, developers, contractors, and subcontractors to comply with all applicable law.



[v:10/22/2024]



INVEST HAGERSTOWN

PROGRAM GOALS

The City of Hagerstown wishes to:

1. Inspire and enable homeownership, both city-wide and in the urban core, by providing assistance to aiding those looking to purchase their own home.
2. Motivate and create the opportunity for the creation of new first time home buyers.
3. Increase the value of homeownership in Hagerstown's residential communities.
4. Lower the barriers discouraging or preventing individuals and families from owning their own home.
5. Promoting homeownership to current renters.
6. Assist home buyers who might not otherwise qualify for financing without the assistance of this program.

Hagerstown Homeownership Initiative Summary

The Hagerstown Homeownership Initiative offers an incentive to reduce the barriers associated with homeownership within the City of Hagerstown by providing support in the form of a loan-to-grant for down payment and closing cost assistance. This investment will support our neighborhoods across the city by reducing vacant homes and rental properties by boosting new homeownership.

NOTE: THIS IS A FORGIVABLE LOAN TO GRANT PROGRAM WITH DEFERRED PAYMENTS OVER 5-YEARS

Hagerstown Homeownership Initiative Program Summary

1. 0% Interest loan to grants up to \$7,500 for down payment and/or closing cost assistance.
2. The entire deferred loan will be forgiven if the homebuyer maintains the structure as their primary residence for a period no less than five (5) years.
3. Eligible properties must reside within the City of Hagerstown's corporate limits.
4. Applicants will not be required to provide income verification documentation.
5. Applications are reviewed on a continual basis and approved by the Invest Hagerstown Review Committee the Department of Community & Economic Development staff on a first come, first served basis.
6. Program assistance is subject to funding availability.
7. Applicants require an asset test, no more than 20% of sales price liquid assets allowed
8. Applicants may not own any residential property at time of settlement
9. Applicants must show lender financing, Loan to Value cannot be lower than 80%.
10. Applicants cannot receive any funds back at settlement

I. ELIGIBILITY CRITERIA

1. Residential structures must be located within the Corporate Limits of Hagerstown.
2. Properties must be either:
 - a. A pre-owned ~~attached or detached~~ single-family dwelling such as:
 - i. A Single Family Attached
 - ii. A Single Family Detached
 - iii. Townhome
 - ~~iv. A duplex or triplex,~~
 - v. A Privately Owned Condominium, ~~OR~~
 - ~~b. A rental dwelling consisting of two or more units, and upon purchase by program applicant, will be converted to a single family, owner-occupied dwelling unit within 6 months of the date of settlement.~~
3. The purchase price of the property must be no more than 100% ~~125%~~ of the average home sale price within City of Hagerstown's corporate boundaries. (Determined by National Association of Realtors)
4. Homebuyers will be required to maintain the structure as their primary residence for five (5) years for the loan to be forgiven.
 - a. If the home is sold, transferred, ~~refinanced~~ or not used as the primary residence before this minimum residency requirement is met, the original loan amount will immediately become due and payable to the City of Hagerstown.
- ~~5. If the homebuyer fails to maintain the structure as their primary residence for 5 years, complete recapture of the loan is required, and the original loan amount will become due and payable to the City of Hagerstown.~~
6. Application must be received at least thirty (30) days **prior** to settlement of home purchase.
- ~~7. Priority will be provided to current renters, first-time home buyers, and those purchasing vacant properties.~~
8. Applicants may only qualify once per household.

II. ELIGIBLE USE OF FUNDS

- Funding may be applied to down payment, closing costs, or a combination of both.
- Funding may be used in conjunction with any other homebuying assistance programs as allowed.

o The City cannot control restrictions and requirements made by other departments, agencies, or organizations. Please contact any other applicable party prior to applying for clarification on use.

III. INELIGIBLE USE OF FUNDS

- Unit reduction of existing rental units that is not in conjunction with a purchase of property for primary homeownership is not eligible for this program.
- The addition of new rental units to property during/after the time of sale is not eligible for this program.
- **Applicants who are current homeowners are ineligible.**

[vs.10.22.2024]

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

Topic:

Request to Terminate Financial Incentive Agreement - Blackwell 2, LLC USMH Student Housing
100 N. Potomac Street - *Amanda Gregg, Business and Community Development Finance
Specialist and Margi Joe, Community Development Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

101524_WS_Patterson.pdf

Description

Request to Terminate
Financial Incentive
Agreement - Blackwell 2,
LLC USMH Student
Housing



TO: Scott Nicewarner, City Administrator

FROM: Amanda Gregg, Finance Specialist
Margi Joe, Community Development Manager

DATE: October 11, 2024

RE: Request to Terminate Financial Incentive Agreement – Blackwell 2, LLC USMH
Student Housing 100 N. Potomac Street

Staff will attend October 15, 2024, Work Session of the Mayor and City Council to review a request from Blackwell 2, LLC to terminate the remainder of a Financial Incentive Agreement dated July 24, 2020, and expiring July 31, 2025. USMH has given written support in terminating this agreement.

Attached: Draft Motion
Resolution
Termination Agreement
Blackwell 2, LLC, University System of Maryland at Hagerstown,
And The City of Hagerstown Financial Incentive Agreement for Student Housing

c: Jill Thompson, Director of Community and Economic Development
Michelle Hepburn, Chief Financial Officer

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **October 22, 2024**

TOPIC: **Approval of a Resolution: Termination Agreement for 100 N Potomac Street Student Housing Project**

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

MOTION: I hereby move for the Mayor & City Council to adopt a resolution to enter into the attached Termination Agreement for the Student Housing Project located at 100 N. Potomac Street. Staff may make administrative edits as needed for clarification.

DATE OF INTRODUCTION:	10/22/2024
DATE OF PASSAGE:	10/22/2024
EFFECTIVE DATE:	10/22/2024

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE A
TERMINATION AGREEMENT WITH THE
UNIVERSITY SYSTEM OF MARYLAND
AT HAGERSTOWN (“USM-H”) AND
BLACKWELL 2, LLC
FOR STUDENT HOUSING
LOCATED NEAR USM-H**

RECITALS

WHEREAS, by Ordinance passed by the Mayor and Counsel and effective on April 24, 2015, the City of Hagerstown, Maryland, a Municipal Corporation (“the City”) adopted a program to locate, create, and guaranty private sector student housing for University System of Maryland at Hagerstown (“USM-H”) students, to be run in cooperation with USM-H and private sector developers;

WHEREAS, USM-H operates at a facility located on West Washington Street in Hagerstown, Washington County, Maryland;

WHEREAS, the City has, as one of the initiatives of the Community’s City Center Plan, support of the expansion of USM-H, including the identification of suitable housing to be developed by the private sector for USM-H students; and

WHEREAS, Blackwell 2, LLC (“Developer”) owns improved real property, and located at 100 North Potomac Street, Hagerstown, Maryland 21740 and within two (2) blocks of USMH and containing four (4) two-bedroom apartments which can accommodate up to a maximum of eight (8) students and meet the criteria for student housing established by the City and USMH that is contained within this Agreement (“the Patterson Apartments”); and

WHEREAS, on or about April 6, 2015, the parties entered into an Agreement Between the City of Hagerstown and University System at Hagerstown and Blackwell 2, LLC (“First Agreement”), whereby Developer made student housing available to USM-H students at the Patterson Apartments, and the City and USMH guaranteed rental payments under certain circumstances; and

WHEREAS, all of the parties have been pleased with the outcome of the First Agreement;

WHEREAS, the First Agreement expires on July 31, 2020, and the parties entered into a Second Agreement, whereby Developer shall continue to make student housing available to USM-H Students, and USM-H shall continue to refer students to Developer; *however, only the City shall continue to guarantee rental payments under certain circumstances*, as set forth in the attached Second Agreement. In addition, should enrollment at USMH fall below 300 students at

any time during the term of the Second Agreement, the City shall have the right to terminate the Second Agreement immediately, with no further obligation to the Developer, except as to any unpaid rental guaranty due as of the date of termination. The term of the Second Agreement shall be effective beginning on August 1, 2020, and conclude, unless extended in writing by all parties, on July 31, 2025.

WHEREAS, the parties mutually agree and wish to terminate the Second Agreement.

WHEREAS, attached hereto and incorporated herein is a Termination Agreement by and among the City, USM-H and Developer, which effects the private sector development and student housing goals of the City; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Termination Agreement.

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

1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the Mayor be and is hereby authorized to execute and deliver the attached Termination Agreement by and among the City of Hagerstown, University System of Maryland at Hagerstown and Blackwell 2, LLC, and City Staff may execute such other and further instruments as may be required to effectuate the intent of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

Donna Spickler, City Clerk

Date of Introduction: October 22, 2024
Date of Passage: October 22, 2024
Effective Date: October 22, 2024

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: _____
Tekesha Martinez, Mayor

PREPARED BY:
SALVATORE & MORTON,
CITY ATTORNEY

**TERMINATION AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND
UNIVERSITY SYSTEM OF MARYLAND AT HAGERSTOWN
AND
BLACKWELL 2, LLC**

This Agreement (“Termination Agreement”) dated this _____ day of _____, 2024, by and among the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and University System of Maryland at Hagerstown, a regional educational center operating under the aegis of the University System of Maryland (hereinafter "USMH") and Blackwell2, LLC (hereinafter “Developer”) terminates the Second Agreement that the parties entered into on July 24, 2020.

RECITALS

WHEREAS, USMH operates at a facility located on West Washington Street in Hagerstown, Washington County, Maryland; and

WHEREAS, the City has, as one of the initiatives of the Community’s City Center Plan, support of the expansion of USMH, including the identification of suitable housing for USMH students; and

WHEREAS, Developer owns improved real property, and located at 100 North Potomac Street, Hagerstown, Maryland 21740 and within two (2) blocks of USMH and containing four (4) two-bedroom apartments which can accommodate up to a maximum of eight (8) students and meet the criteria for student housing established by the City and USMH that is contained within this Agreement (“the Patterson Apartments”);

WHEREAS, on or about April 6, 2015, the parties entered into an Agreement Between the City of Hagerstown and University System at Hagerstown and Blackwell 2, LLC (“First Agreement”), whereby Developer made student housing available to USMH students, and the City and USMH guaranteed rental payments under certain circumstances; and

WHEREAS, the First Agreement expired on July 24, 2020, and the parties entered into a Second Agreement between the City of Hagerstown and University of Maryland System at Hagerstown and Blackwell 2, LLC, whereby Developer continued to make student housing available to USMH Students, and USMH continued to refer students to Developer; however, only the City continued to guarantee rental payments and only under certain circumstances; and

WHEREAS, the parties wish to terminate the Second Agreement, effective October 31, 2024.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated below, agreed by the parties hereto as follows:

1. The foregoing recitals be and are hereby incorporated by reference, as though fully set forth herein.
2. The Second Agreement between the City of Hagerstown and University of Maryland System at Hagerstown and Blackwell 2, LLC be, and is hereby TERMINATED effective October 31, 2024, and is of no further force and effect as to any of the parties.
3. This Termination Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.
4. This Termination Agreement is contingent upon approval of the same by the Mayor and City Council and said approval becoming legally effective.

IN WITNESS WHEREOF, the authorized signators of the City, USMH and Developer have signed this Termination Agreement on the date and year written below.

ATTEST:

THE CITY OF HAGERSTOWN

Donna Spickler, City Clerk

BY: _____
Tekesha Martinez, Mayor Date

WITNESS:

UNIVERSITY SYSTEM OF MARYLAND

By: _____
Ellen Herbst, Date
Senior Vice Chancellor for Administration and
Finance

ATTEST:

Blackwell2, LLC

BY: _____
Taylor Bowen, Managing Member Date

APPROVED, FOR UNIVERSITY SYSTEM OF MARYLAND FOR FORM AND
SUFFICIENCY THIS ____ DAY OF _____, 2024

Jeffrey C. Palkovitz, Assistant Attorney General

APPROVED
Mayor & Council
Date 7/28/20

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: July 28, 2020

TOPIC: Approval of a Resolution: Second Rental Guarantee Agreement for
100 N Potomac Street Student Housing Project– Catalyst Project #3

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

MOTION: I hereby move for the Mayor & City Council to adopt a resolution to enter in the attached Student Housing Rental Guarantee Agreement with Blackwell2, LLC for the Student Housing Project located at 100 N. Potomac Street. This is the second agreement for the first model student housing project under Catalyst Project #3 –USMH Expansion Support.

DATE OF INTRODUCTION:	07/28/2020
DATE OF PASSAGE:	07/28/2020
EFFECTIVE DATE:	07/28/2020

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE A
SECOND AGREEMENT WITH THE
UNIVERSITY SYSTEM OF MARYLAND
AT HAGERSTOWN ("USM-H") AND
BLACKWELL 2, LLC
FOR STUDENT HOUSING
LOCATED NEAR USM-H**

RECITALS

WHEREAS, by Ordinance passed by the Mayor and Counsel and effective on April 24, 2015, the City of Hagerstown, Maryland, a Municipal Corporation ("the City") adopted a program to locate, create, and guaranty private sector student housing for University System of Maryland at Hagerstown ("USM-H") students, to be run in cooperation with USM-H and private sector developers;

WHEREAS, USM-H operates at a facility located on West Washington Street in Hagerstown, Washington County, Maryland;

WHEREAS, the City has, as one of the initiatives of the Community's City Center Plan, support of the expansion of USM-H, including the identification of suitable housing to be developed by the private sector for USM-H students; and

WHEREAS, Blackwell 2, LLC ("Developer") owns improved real property, and located at 100 North Potomac Street, Hagerstown, Maryland 21740 and within two (2) blocks of USMH and containing four (4) two-bedroom apartments which can accommodate up to a maximum of eight (8) students and meet the criteria for student housing established by the City and USMH that is contained within this Agreement ("the Patterson Apartments"); and

WHEREAS, on or about April 6, 2015, the parties entered into an Agreement Between the City of Hagerstown and University System at Hagerstown and Blackwell 2, LLC ("First Agreement"), whereby Developer made student housing available to USM-H students at the Patterson Apartments, and the City and USMH guaranteed rental payments under certain circumstances; and

WHEREAS, all of the parties have been pleased with the outcome of the First Agreement;

WHEREAS, the First Agreement expires on July 31, 2020, and the parties wish to enter into a Second Agreement, whereby Developer shall continue to make student housing available to USM-H Students, and USM-H shall continue to refer students to Developer; *however, only the City shall continue to guarantee rental payments under certain circumstances*, as set forth in the attached Second Agreement. In addition, should enrollment at USMH fall below 300

students at any time during the term of the Second Agreement, the City shall have the right to terminate the Second Agreement immediately, with no further obligation to the Developer, except as to any unpaid rental guaranty due as of the date of termination. The term of the Second Agreement shall be effective beginning on August 1, 2020, and conclude, unless extended in writing by all parties, on July 31, 2025.

WHEREAS, attached hereto and incorporated herein is a Second Agreement by and among the City, USM-H and Developer, which effects the private sector development and student housing goals of the City; and

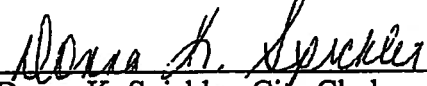
WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Agreement.

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

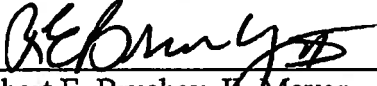
1. That the foregoing recitals are incorporated herein as if fully set forth.
2. That the Mayor be and is hereby authorized to execute and deliver the attached Second Agreement by and among the City of Hagerstown, University System of Maryland at Hagerstown and Blackwell 2, LLC, and City Staff may execute such other and further instruments as may be required to effectuate the intent of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL


Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By: 
Robert E. Bruchey, II, Mayor

Date of Introduction: July 28, 2020
Date of Passage: July 28, 2020
Effective Date: July 28, 2020

PREPARED BY:
SALVATORE & MORTON,
CITY ATTORNEY

**SECOND AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND
UNIVERSITY SYSTEM OF MARYLAND AT HAGERSTOWN
AND
BLACKWELL 2, LLC**

This Agreement ("Second Agreement") dated this 29th day of July, 2020, by and among the City of Hagerstown, Maryland, a Maryland Municipal Corporation (hereinafter "the City") and University System of Maryland at Hagerstown, a regional educational center operating under the aegis of the University System of Maryland (hereinafter "USMH") and Blackwell2, LLC (hereinafter "Developer") defines the terms and conditions under which the parties shall partner for the purpose of providing housing for USMH students.

RECITALS

WHEREAS, USMH operates at a facility located on West Washington Street in Hagerstown, Washington County, Maryland; and

WHEREAS, the City has, as one of the initiatives of the Community's City Center Plan, support of the expansion of USMH, including the identification of suitable housing for USMH students; and

WHEREAS, DEVELOPER owns improved real property, and located at 100 North Potomac Street, Hagerstown, Maryland 21740 and within two (2) blocks of USMH and containing four (4) two-bedroom apartments which can accommodate up to a maximum of eight (8) students and meet the criteria for student housing established by the City and USMH that is contained within this Agreement ("the Patterson Apartments");

WHEREAS, on or about April 6, 2015, the parties entered into an Agreement Between the City of Hagerstown and University System at Hagerstown and Blackwell 2, LLC ("First Agreement"), whereby Developer made student housing available to USMH students, and the City and USMH guaranteed rental payments under certain circumstances; and

WHEREAS, all of the parties have been pleased with the outcome of the First Agreement;

WHEREAS, the First Agreement expires on July 31, 2020, and the parties wish to enter into this Second Agreement, whereby Developer shall continue to make student housing available to USMH Students, and USMH shall continue to refer students to Developer; however, only the City shall continue to guarantee rental payments under certain circumstances, as set forth herein below.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated below, agreed by the parties hereto as follows:

1 The foregoing recitals be and are hereby incorporated by reference, as though fully set forth herein.

2. Developer shall continue to make available to USMH students at least four (4) two-bedroom/two-bath apartments at the Patterson Apartments ("the Apartments"). Each Apartment shall have common kitchen, dining and living areas ("the Common Area"), and shall consist of two (2) Student Units, with each Student Unit having a bedroom and a bathroom, and access to the Common Area ("the Student Units"). The Apartments have been constructed to the size, configuration and specifications of the approved Development Plan attached to this Second Agreement as Exhibit 1.

3. Developer shall make available at least eight (8) of the Student Units to tenants referred by USMH for the entire term of this Second Agreement. There shall be one tenant per Student Unit.

4. USMH shall promote the Student Units to students, identify students in need of housing, and refer them to Developer, but will not be a party to any lease or contract other than this Second Agreement and by making these referrals makes no guarantee or assurance of any kind about the students.

5. Developer shall be responsible for both criminal and credit screening all new residential and commercial tenants who seek to lease any portion of the premises. Residential and commercial tenants may not include sex offenders or individuals with a history of infamous crimes. Commercial tenants may not include bail bond businesses, store front churches, hookah shops, tattoo businesses, adult bookstores or other adult businesses, gambling businesses or the like (with the exception of the sale of legal lottery tickets, which are permitted). It is preferred for storefront spaces to be occupied by active pedestrian traffic-generating uses, such as restaurants, retail, bars, art galleries, etc. that will draw and increase pedestrian traffic and thus support downtown businesses and the arts, entertainment, and education cluster downtown. When occupancy of storefront spaces is contemplated, the provisions in the Land Management Code for the City Center Mixed-Use district at that time shall apply. Developer shall fully secure the upper floors of the building containing the Student Units with exterior entry door locks, including either side of the vestibule area around the mailboxes, dusk-to-dawn lighting at the exterior doors and within the vestibule, a camera inside each exterior entry door, and an intercom system and door release button in each apartment. Developer shall supply mini-blinds to all windows of the Apartments.

6. There shall be one (1) lease per each Student Unit. Developer's Apartments and the leases for them shall comply with all applicable federal, state and local laws pertaining to the leasing of residential real property. The Developer has provided a template of a proposed lease; tenant maintenance agreement; tenant rulebook; move-in/move-out inspection form; and move-out cleaning checklist to be used in the management of the Student Units ("the Lease

Documents"). USMH and the City have reviewed and approved the Lease Documents, which shall be incorporated as Exhibit 2 to this Second Agreement. Developer shall be responsible for shampooing carpets, deep cleaning all other floors and the kitchen appliances, and painting or touch-up painting between each tenancy to bring each Apartment back to original move-in condition other than normal wear and tear, except when a tenant renews his/her lease.

7. Developer shall charge rent of not greater than \$540 per month, exclusive of electric utilities and parking, per Student Unit (with two tenants to occupy each Apartment), subject to annual increases of not greater than 3% during the term of this Second Agreement. Rent shall include water, sewer, and trash collection.

8. Developer shall provide USMH and the City with complete copies of all executed leases between itself and any students (or others participating in this program) who rent any of the Student Units.

9. The City shall pay Developer 50% of the monthly rent (i.e. \$270 per month based on the starting rent of \$540) for each Student Unit for which no rent was collected, for the term of this Second Agreement and as long as Developer has made a good faith effort to rent the Student Unit to referred tenants and has been unable to do so. A year shall be defined as beginning on August 1, 2020, and concluding on July 31, 2021. Thereafter, a year shall be defined as the period beginning on August 1 and concluding on July 31 of the following year. The City shall not be liable for any acts of a tenant, including but not limited to breach of lease, damages to a Student Unit, etc., and shall not be liable for any legal fees or collection expense incurred by Developer. Developer shall fulfill all the functions of a landlord as to any tenant renting a Student Unit, including but not limited to collection of rent, accepting emergency maintenance calls, performing all routine maintenance and repairs, handling lockouts, snow removal, pest control, etc. Developer shall act promptly to enforce its rights against any tenant who fails to pay rent in a timely manner.

10. The rental guaranty to be paid by the City in accordance with the preceding paragraph shall be paid as follows: By March 15 and September 15 of each year, Developer shall furnish to USMH and the City a written report, along with supporting documentation in a form acceptable to the City and USMH, of all rents received (and all periods of vacancy) as to each Student Unit ("the Report"). The March 15 Report will be for the period from August 1 of the preceding year, through January 31 of the current year, and the September 15 report will be for the period from February 1 through July 31 of the current year. The City's guaranty payment, if any, to Developer as to each Student Unit shall be due within forty-five (45) days of receipt of the Report as to that Student Unit.

11. If a Student Unit vacancy occurs for any reason, or should Developer learn of a possible vacancy, Developer shall immediately notify USMH and the City, and USMH shall seek to identify a replacement student from a wait list or ongoing marketing. Developer shall make reasonable efforts for collections for any period of vacancy of a Student Unit. The rental guaranty payment from the City shall not include any month for which collections were received, even if late, or for which a replacement student was identified. In the event of late rental

payments, Developer is permitted to charge tenant a late fee in accordance with State and/or local laws.

12. Developer shall inform each tenant of an available parking space within a two-block radius from the Student Unit and facilitate the purchase of a parking permit, for use by the tenant.

13. Student Units are not eligible for any benefits under the City Center Residency Initiative ("CCRI").

14. If any Student Unit(s) is/are damaged by fire, storm, the elements, acts of God, unavoidable accident and/or the public enemy to such an extent as to render the same wholly or partially uninhabitable, then this Second Agreement may, at the sole election of the City, thereupon become null and void as to said Student Unit(s), and all liability of the City shall terminate effective the date of such happening, except that the City shall still be responsible for any rental guaranty due and payable to the date of such happening; alternatively, the City may elect to suspend the operation of this Second Agreement until such time as the Student Unit(s) has/have been restored to habitable condition and re-rented.

15. TERM. This Second Agreement shall be effective beginning on August 1, 2020, and conclude, unless extended in writing by all parties, on July 31, 2025.

16. Should enrollment at USMH fall below 300 students at any time during the term of this Second Agreement, the City shall have the right to terminate this Second Agreement immediately, with no further obligation to the Developer, except as to any unpaid rental guaranty due as of the date of termination.

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

18. This Second Agreement shall be construed, interpreted and enforced according to the Laws of the State of Maryland, without regard to principles of conflict of law.

19. This Second Agreement is contingent upon approval of the same by the Mayor and City Council and said approval becoming legally effective.

20. Developer's Default. If Developer shall fail to pay or perform any of its obligations under this Second Agreement, then any other party may give written notice to the Developer specifying the alleged failure to pay or perform. The party sending the notice simultaneously shall send a copy of the notice to all other parties to this Second Agreement. The Developer shall have thirty (30) days following the sending of the notice of default in which to pay or perform the alleged default. If the Developer fails to cure the default within the thirty (30) day period, the party that sent the default notice shall have the right, but not the obligation, to terminate this Second Agreement or any other right or remedy at law or in equity. Failure of the City or USMH to assert its rights upon Developer's alleged failure to pay or perform its

obligations under this Second Agreement shall not be deemed to be a waiver of the asserting party's rights hereunder.

21. Notices. Notice shall be deemed given if sent by USPS first class mail to the address set forth below:

If to City of Hagerstown: Jill Thompson, Director, Department of Community and Economic Development, City of Hagerstown, 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740, and with a copy to:

Salvatore & Morton, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740

If to University System of Maryland at Hagerstown: Mark C. Halsey, Executive Director, University System of Maryland, 32 West Washington Street, Hagerstown, MD 21740, and with a copy to:

Office of the Attorney General
Educational Affairs Division
200 St. Paul Place, 17th Floor
Baltimore, Maryland 21202-2021

If to Developer: Blackwell 2, LLC, c/o Taylor Bowen, 11949 Robinwood Drive, Suite 100, Hagerstown, MD 21742.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the authorized signators of the City, USMH and Developer have signed this Agreement on the date and year written below.

ATTEST:

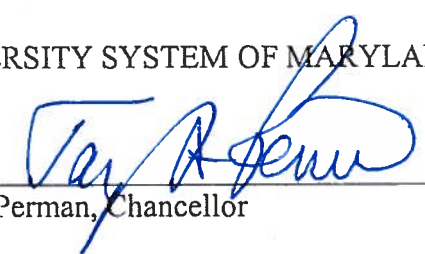
THE CITY OF HAGERSTOWN


Donna Spickler, City Clerk

BY:  7/25/20
Robert E. Bruchey, II Mayor Date

WITNESS:

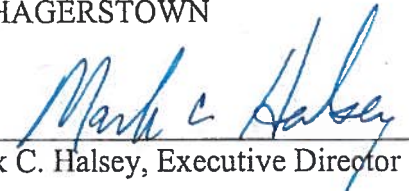
UNIVERSITY SYSTEM OF MARYLAND

By:  8/14/20
Jay A. Perman, Chancellor Date

ATTEST:

UNIVERSITY SYSTEM OF MARYLAND
AT HAGERSTOWN

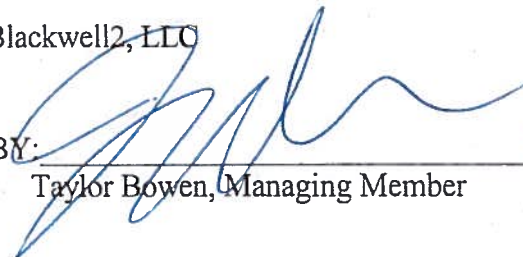


BY:  7/29/20
Mark C. Halsey, Executive Director Date

ATTEST:

Blackwell2, LLC



BY:  7/29/2020
Taylor Bowen, Managing Member Date

APPROVED, WITHOUT EXHIBITS, FOR UNIVERSITY SYSTEM OF MARYLAND FOR
FORM AND SUFFICIENCY THIS 5th DAY OF August, 2020


Jeffrey C. Palkovitz, Assistant Attorney General

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

Topic:

Hagerstown Police Department Hiring Incentive Increase – *Police Chief Joey Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_HPD_Hiring_Incentive_Increase.pdf

Description

Memo: HPD Hiring
Incentive Increase



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

October 10, 2024

To: Scott Nicewarner,
City Administrator

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

Ref: Hiring Incentive Increase

I would like to seek Mayor and Council approval to increase our signing bonuses to \$40,000 (for lateral hires) and \$30,000 (for comparative compliance hires).

Both of these bonuses will be dispensed in \$10,000 a year increments.

- The first will be dispensed after the completion of field training.
- The second will be dispensed after completing year 2.
- The remaining will be dispensed upon completion of subsequent years of service (i.e. years 3 and year 4).

HPD employees who left prior to retirement may be eligible for this incentive. Funding for this would come directly from salary savings.

Thank you.



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

Topic:

Trick-or-Treat – *Scott Nicewarner, City Administrator*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Memo_-_Trick_or_Treat.pdf

Description

Memo: Trick or Treat



CITY OF HAGERSTOWN, MARYLAND

Scott Nicewarner
City Administrator

One East Franklin Street • Hagerstown, MD 21740

E-mail: snicewarner@hagerstownmd.org

Telephone: 301.766.4168 • TDD: 301.797.6617 • Website: www.hagerstownmd.org

October 15, 2024

TO: Mayor and Council

FROM: Scott Nicewarner, City Administrator *Scott*

RE: 2024 Trick-or-Treat

I will be providing the Mayor and City Council with a request to continue the date and responsibilities of Trick-or-Treat in the City of Hagerstown as has been in place for the past five years.

*"It is suggested that families Trick-or-Treat this year on Thursday, October 31 from **6:00 PM to 8:00 PM** in order to give your friends, motorists and public safety an idea when to expect pedestrians and visitors at their door. Participation and scheduling is entirely up to each family. Since Trick-or-Treat will not be scheduled or managed by the City, the City would not reschedule or suggest a "rain date" in the event of inclement weather."*

This statement places the desire to participate, or not to participate, in Trick-or-Treat activities on October 31 entirely with the family. The understanding is that all City departments will be more aware that the date/time may be used for neighborhood participation in Trick-or-Treat in the City. **However, whether it rains, snows, sleets or hails the City will not be responsible for cancellation or rescheduling of the event.**

